# CITY COUNCIL AGENDA

## Wednesday, July 10, 2024
## 9:00 am

CITY OF TYLER
*A Natural Beauty*

**CITY COUNCIL**
**Donald P. Warren, Mayor**
**Stuart Hene, District 1**
**Broderick McGee, District 2**
**Dr. Shirley McKellar, District 3**
**James Wynne, District 4**
**Lloyd Nichols, District 5**
**Brad Curtis, District 6**

# CITY COUNCIL MEETING AGENDA

## CITY COUNCIL CHAMBERS - CITY HALL

**City Hall, City Council Chambers**
**212 N. Bonner Avenue, 2nd Floor**
**Tyler, Texas**
**Follow us on Facebook Live at:**
**https://www.facebook.com/CityofTylerTexas/**
**Wednesday, July 10, 2024**
**9:00 am**

**Internet website http://www.cityoftyler.org and Cable Access Channel 3**

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**COURTESY RULES**

**Thank you for your presence. The City Council appreciates your interest in Tyler City Government. To ensure fairness and orderly meetings, the Council has adopted rules of courtesy which apply to all members of the Council, Administrative Staff, News Media, Citizens and Visitors. If you wish to address the Council, please fill out the information on the IPAD located outside the Council Chambers. Speakers will be heard as the individual item(s) in which they have registered an interest come before the Council. Your remarks will be limited in duration depending on the number of people wanting to speak on a particular item. Comments to the City Council should only be made from the podium. This will ensure that the comments are picked up by the microphones and are made a part of the official record. Delay or interruption of the proceedings will not be tolerated.**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ELECTION**

**E-1** Request that a Certificate of Election and the Oath of Office be administered to the newly elected City Councilmember for District 2.

**MINUTES**

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas held on May 22, 2024.

**ORDINANCE**

**O-1** Request that the City Council consider adoption of an Ordinance approving an appointment to the Board of Directors of the Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4).

**MISCELLANEOUS**

**M-1** Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Contract in the amount of $3,018,917.77 with A. E. Shull & Company for the construction portion of the FM 756 Utility Relocates project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

**M-2** Request that the City Council consider authorizing the City Manager to execute a contract for the Gilley & Greenbriar Lift Station Bypass Pumps, BuyBoard Contract #672-22, with Zone Industries for $612,523.64.

**M-3** Request that the City Council consider receiving a presentation on the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2024-2025 Annual Plans and the 2025-2029 Five-Year Housing Agency Plan and consider adoption of an ordinance related to approval thereof.

**M-4** Request that the City Council consider accepting an in-kind donation totaling $81,589 for a new pavilion located within the Tyler Municipal Rose Garden.

**CONSENT**

(These items are considered to be routine or have been previously discussed, and can be approved in one motion, unless a Council Member asks for separate consideration of an item.)

**C-A-1** Request that the City Council consider ratifying a payment of $146,892.00 to Capps-Capco Construction, Inc., for the replacement of the failed Jeff Davis culvert.

**C-A-2** Request that the City Council consider authorizing the City Manager to ratify staff action in payment to A.E Shull in the amount of $181,831.79 for the emergency repair and restoration of an 18" waterline on Loop 323 and Earl Campbell near Sam's Club.

**C-A-3** Request that the City Council consider authorizing the City Manager to execute Amendment No. 1, Renewal No. 1, with a projected cost of $1,572,389.00 for support of Consent Decree requirements and the Wastewater Collection System's Capacity, Management, Operations, and Maintenance (CMOM) Program.

**C-A-4** Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to Downs Commercial and Residential Investments, LLC.

**C-A-5** Request that the City Council consider authorizing the City Manager to release a sanitary sewer easement across part of the property of My Garage Glenwood, LLC.

**C-A-6** Request that the City Council consider authorizing the City Manager to release a sanitary sewer easement across part of the property of Deron Dacus.

**C-A-7** Request that the City Council consider authorizing the City Manager to sell a permanent Easement to Atmos Energy for $236,526.00 for the installation of a pipeline on City-owned property at Lake Tyler and to execute all documents necessary to accomplish the same.

**C-A-8** Request that the City Council consider authorizing the City Manager to sell property to the Texas Department of Transportation for $89,720.00 to construct/ improve the Highway 756 project and execute all necessary documents to accomplish the same.

## CITY MANAGER'S REPORT

## EXECUTIVE SESSION

Under Texas Gov't Code Section 551.072 "Real Estate," the City Council will discuss the purchase, exchange, sale, lease, or value of real properties, the public discussion of which would have a detrimental effect on the negotiating position of the City. Any final action to be taken by the City Council will be taken in open session.

## ADJOURNMENT

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** E-1

**Date:** July 10, 2024

**Subject:** Request that a Certificate of Election and the Oath of Office be administered to the newly elected City Councilmember for District 2.

**Item Reference:** **Texas Election Code Section 67.016 (Certificate of Election)**

Request that a Certificate of Election and the Oath of Office be administered to the newly elected City Councilmember for District 2.

Petra Hawkins

**RECOMMENDATION:**

**Request that a Certificate of Election and the Oath of Office be administered to the newly elected City Councilmember for District 2.**

**Drafted/Recommended By:**
**Department Leader** Cassandra Brager, City Clerk

**Edited/Submitted By:**
**City Manager**

**MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS May 22, 2024**

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, May 22, 2024 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

| | |
|---|---|
| Mayor: | Don Warren |
| Mayor Pro Tem: | Brad Curtis |
| Councilmembers: | Stuart Hene |
| | Shirley McKellar |
| | Broderick McGee |
| | James Wynne |
| | Lloyd Nichols |
| City Manager: | Edward Broussard |
| Deputy City Manager: | Stephanie Franklin |
| Asst. City Manager: | Heather Nick |
| City Attorney: | Deborah G. Pullum |
| Deputy City Attorney: | Steve Kean |
| Senior Asst. City Attorney: | Alesha Buckner |
| Main Street Director: | Amber Varona |
| Planning Director: | Kyle Kingma |
| Chief Financial Officer: | Keidric Trimble |
| Chief Information Officer: | Benny Yazdanpanahi |
| City Fire Chief: | David Coble |
| Police Chief: | Jimmy Toler |
| City Engineer: | Darin Jennings |
| Traffic Engineer: | Cameron Williams |
| Director of Parks & Recreation: | Leanne Robinette |
| Strategic Planner: | Blake Cathey |
| City Clerk: | Cassandra Brager |

## INVOCATION

The Invocation was given by Councilmember Nichols.

## ELECTIONS

**E-1 Request that a certificate of election and the Oath of Office be administered to the re-elected Mayor at Large, and City Councilmembers for Districts 4 and 6.**

Judge Jim Huggler swore in re-elected Mayor Don Warren, Councilmember James Wynne and Councilmember Brad Curtis to office.

**E-2 Request that the City Council consider electing a Mayor Pro Tem.**

Motion by Mayor Pro Tem Curtis to appoint Councilmember Hene; seconded by Councilmember Nichols; motion carried 7 - 0 & approved as presented.

**MINUTES**

**Request that the City Council consider approving the minutes of the regular meeting of the City Council of the City of Tyler, Texas held on April 24, 2024.**

Motion by Councilmember Wynne; seconded by Councilmember McGee; motion carried 7 - 0 & approved as presented.

**PRESENTATION**

**P-1** **Request that the City Council consider accepting the 2023 Tree City USA designation and Growth Award from the Arbor Day Foundation**.

**Luke Alfaro, Arborist** - Gave a brief update on the 2023 Tree City USA designation and Growth Award from the Arbor Day Foundation.

**AWARDS**

**A-1** **Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 55 years of service with the City of Tyler**.

Jennifer Palmer, Animal Shelter Adoption Counselor, 25 years of service
Kevin Mobley, Police SGT III, 30 years of service

**ZONING**

**Z-1** **Z24-001 GENECOV WEST MUD CREEK LLC, AH COMMERCIAL ENTERPRISES LLC, MINDA PROPERTIES LLC, MM CAPITAL INVESTMENTS LLC, DT COMMERCIAL PROPERTIES LLC, PAL SOUTH INVESTMENT PROPERTIES LLC, SOUTH PALUXY HOLDINGS LLC, PUX INVESTMENTS LLC, TYLER LUX REAL ESTATE HOLDINGS LLC, TYLER PALUXY PAD LLC AND GENECOV INVESTMENTS LTD (8521, 8609, 8751 PALUXY DRIVE AND 1712 CUMBERLAND ROAD AND 1303 JEFF DAVIS DRIVE)**
**Request that the City Council consider adoption of an Ordinance approving a zone change from "AG", Agricultural District to "PMXD-1", Planned Mixed-Use District, "PCD", Planned Commercial District, "PMF", Planned Multi-Family Residential District, "PUR", Planned Unit Residential District, "C-1", Light Commercial District, "RPO", Restricted Professional Office District, "R-MF", Multi-Family Residential District, "R-2", Two-Family Residential District, and "R-1A", Single-Family Residential District. (O-2024-50)**

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

**Z-2** **PD23-029 C AND M MEATS INC (2205 JONES STREET)**
**Request that the City Council consider adoption of an Ordinance approving a "PMF", Planned Multi-Family District final site plan amendment. (O-2024-51)**

Motion by Councilmember Wynne; seconded by Councilmember McGee; motion carried 7 - 0 & approved as presented.

**Z-3** **PD24-007 TYLER BROADWAY/CENTENNIAL PADS LP (8910 SOUTH BROADWAY AVENUE)**
**Request that the City Council consider adoption of an Ordinance approving a "PCD", Planned Commercial District final site plan. (O-2024-52)**

Motion by Councilmember Curtis; seconded by Councilmember Nichols; motion carried 7 - 0 & approved as presented.

**Z-4** **PD24-006 ARCH FUNDING LLC, IRP REO II LP AND AMBERWOOD DUPLEXES LLC (1303-1372 FREEDOM TRAIL)**
**Request that the City Council consider adoption of an Ordinance approving a zone change from "PXR", Planned Mixed Residential District to "PMF", Planned Multi-Family District with final site plan. (O-2024-53)**

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

**Z-5** **C24-003 MEZAYEK BUILDING LTD (MERCEDES DRIVE AND BENDALE DRIVE)**
**Request that the City Council consider adoption of an Ordinance approving the closure of Mercedes Drive and Bendale Drive. (O-2024-54)**

Motion by Councilmember McGee; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented**.**

**Z-6** **C24-002 MARION WARE (UNIMPROVED ALLEY)**
**Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved alley adjacent to 698 West Line Street. (O-2024-55)**

Motion by Councilmember McGee; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

**Z-7** **Z24-011 MARION WARE (698 WEST LINE STREET)**
**Request that the City Council consider adoption of an Ordinance approving a zone change from "M-1", Light Industrial District to "R-1D", Single-Family Detached and Attached Residential District. (O-2024-56)**

Motion by Councilmember McGee; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

**Z-8** **C24-004 FRANCISCO HERNANDEZ (UNIMPROVED ALLEY)**

**Request that the City Council consider adoption of an Ordinance approving the closure of an unimproved alley adjacent to 1706 North Carlyle Avenue. (O-2024-57)**

Motion by Councilmember McKellar; seconded by Councilmember Curtis; motion carried 7 - 0 & approved as presented.

**Z-9 C24-005 SMITH COUNTY (SPRING AVENUE AND ALLEYS)**
**Request that the City Council consider adoption of an Ordinance approving the closure of a portion of Spring Avenue and alley rights-of-way. (O-2024-58)**

**Russell Patterson, 100 East Ferguson-** Stated that he is the Vice President of RHP Real Estate, owner of First Place, more commonly known as the Regions Bank building downtown on the Square. He stated that he was 100% in favor of the closure of Spring Street. The concern that he had was that this is direct access to their elevated parking deck. Spring Street, people have to circle around the courthouse to get to their elevated parking deck. That is a source of income for their building that is also parking for many of our tenants and many of their tenants' customers and clients. His recommendation or his request for the Council was to approve this with the caveat that it would be closed simultaneous to Ferguson becoming a two-way street. That way people will continue to have access to their parking deck. There won't be any issues getting access to their parking deck. He watched the Planning & Zoning meeting. He apologized for not being there, but he doesn't think that was addressed in full. And he just wanted some reassurance that their clients, their customers, their tenants will still have access to that parking deck in some capacity.

**Brandy Ziegler, 100 North College Avenue** – Stated that Russell probably represents everyone on the Square, which is exactly who we want to make sure we address and keep in business and keep their income coming in. During construction, just because we have so many phases along this timeline. During construction, just to give us a better idea (pointing at the PowerPoint on the screen), that 50 feet of blue swath there would be part of the west side of that would be the construction fence going into Spring Street, if that makes sense. Spring Street, that green portion, and we can even go back to the previous slide, that Green Street would remain open during construction. So, you will be able to circulate around the entire courthouse for the next two years. Traffic would flow the exact same way as it does currently during construction on Ferguson and Erwin Street. So that all of the patrons and including the parking deck for First Place would still be accessed exactly the same way, and you would still be able to, just as we all do, come around the courthouse and go straight into that arm. To address Russell's concerns, once we finish the courthouse, and now we swap and we're starting to work on the west part of the project, where we do the side improvements that then become the front lawn of the courthouse, that's when Russell's suggesting that we go ahead and make Ferguson and most likely Erwin two-way as we progress on the downtown plan. I think that's been discussed, and I think that's not a problem at all, because at that point, Spring Street would have to be closed. All of the west, all of the construction traffic will remain just as we've done from the parking structure from the west, from Beckham, and we'll keep construction traffic basically Fannin over to, the east where Beckham is, and that's where trucks will be coming in so that we don't then get on the Square proper with construction traffic. Even during the side improvements of that third year when we're on the park plaza. So, I think, basically the next two years, we'll keep everything open

as it is. Spring Street will still be open, a portion of it to circulate around Ferguson, Erwin will still be able to use those and get into the parking deck the same way as we do now. Once we then in that third year go into that final stage of the project and Spring Street does close for that construction project, I would suggest that we consider opening Ferguson up to two-way at that time.

**Councilmember McKellar** – Stated to Mr. Patterson, "that she did get two clients from your tenants that were concerned about and were complaining about this particular area, particularly the parking, but other areas that they were complaining about as well, but parking was one of the big things that they reported to me." So, I just wanted to make that part of the record.

**Russell Patterson**, Stated that he feels better knowing that we're going to have access for two years. The one-lane street, it's going to be a mess, but I think if you're signed on in downtown, then you've sort of come to expect that. I would love to see even after the fact knowing that once Spring Street is closed down that it's going to be closed down, and when it's closed down permanently that Ferguson will become a two-lane road. I still want to make sure that two years down the line, it's not a maybe, it's a definite.

**City Manager, Edward Broussard –** Stated that there's also another component of it, and I don't know how much my engineering staff kind of antsy about the bigger aspect of it as well, because while Ferguson needs to be turned into a two-way, so does Spring Street, and also Spring Avenue, and also Locust, which is on the north side of the elevated parking structure. It's turning all those downtown streets back into two-way streets, which is kind of the open plan for the incorporation of it, so it's not just Ferguson, it's all of those, and doing that kind of at the same time as you have the construction ongoing. It is, especially, during the construction, Mr. Patterson's concern is directly correct because of just the limited access. We're going to see the same thing on Erwin for some of the traffic. There's no parking structure or anything that causes an issue like it is directly for him, but that is a piece of where we're trying to figure out internally and working with Fitzpatrick on the conversion of all these streets to two-way in order for that traffic to be able to move around through Tyler and not get jammed up in any one spot.

Motion by Councilmember McGee; seconded by Mayor Pro Tem Hene; motion carried 7 - 0 & approved as presented.

## ORDINANCE

**O-1** **Request that the City Council consider adoption of an Ordinance amending Ordinance O-2008-142 concerning Tax Increment Reinvestment Zone No. 3 by amending the composition of the Board of Directors and the Tyler Redevelopment Authority. (O-2024-59)**

**Heather Nick, Asst. City Manager –** Stated that our TIRZ 3, our north end TIRZ and our TIRZ 4 are downtown TIRZ. The first item is to make an amendment to our existing ordinance that makes up the compensation of our Board of Directors and the Tyler Redevelopment

Authority for TIRZ 3. This is our TIRZ 3 boundary in the north end. This is on North Broadway and then the northern boundary is loop 323 and you can see the other areas (on the screen) there. It was created back in 2008. Its original termination date was 2038. It consists of about 491 acres. Back then the base taxable value was $6 million and in re-evaluating that to the 22 taxable values $29 million and as you recall in October of last year the council amended the term to 2060 and then in taking this to the County the County decided to participate in the agreement. However, they wanted to keep the original termination date and this was an effort to increase or to maintain the 100% participation from the County and you'll see here in part of that participation agreement the County did want some additional participation representation on the TIRZ Board. So, what I'm showing on the left (on the screen) is our current participation which was really original to the 2008 creation of this TIRZ and you'll see that there are seven city appointees which encompasses at the time typically we saw all of our Council and our Mayor. Mayor is the chair of these TIRZ and then the representation from our other taxing entities was one for each taxing entity. So, looking at our proposed we have an equal representation from the County and the City. And then, with Tyler Junior College they decided in their meeting this year that they would not renew their participation in TIRZ 3. And so, you can see here where their representation per ordinance has been removed from the board makeup.

Motion by Mayor Pro Tem Hene; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

**O-2** **Request that the City Council consider adoption of an Ordinance amending Ordinance O-2016-90 concerning Tax Increment Reinvestment Zone No. 4 by amending the composition of the Board of Directors**. **(O-2024-60)**

**Heather Nick, Asst. City Manager** – Stated that this is for the makeup of the TIRZ 4 board and this is our TIRZ boundary the downtown TIRZ. I think our Council is very familiar with that but for anyone else we have our southern border on Front Street, our Western on Palace and our Eastern over on Beckham and then you can see here that it generally is an area of Gentry Parkway. This was created or actually re-established. It was a re-evaluated back in 2016 and at that time the termination date was 2046. You can see here it's about 574 acres. At that time, the base taxable value was $97 million and being re-evaluated as we were working with our consultants to look at strengthening our participation it was taxable value has gone up to $224 million. The Council amended our term to 2060 last year and then working with the County to get their participation up to a 100%, they did approve the participation agreement. However, they did want more representation. And why I point out the base taxable value is that that value is going to continue to go into the coffers as it was back in 2016 looking at that $97 million. Then afterwards any incremental increase to that taxable value that's what the TIRZ will allocate to using within the TIRZ. And then, here you'll see our current makeup of the TIRZ board, includes four city appointees, four county appointees, and then we have our two Junior College appointees. With the update, we see that we have, on the current it was actually three County appointees and with the agreement they wanted an additional County appointee to reflect a match with the City appointees. And as at this time, working with Tyler Junior College they have decided to end their participation in 2037. So, their representation remains until their representation or their participation with the TIRZ has ended.

**Mayor Warren -** Excuse me, you said May of 2037. Is that not May of 2027?

**Heather Nick, Asst. City Manager -** Stated, yes that is correct. Yes, for this TIRZ there was an incremental step in the participation. I think, the increments went by five years and I inadvertently was looking at the final figure. So yes, that is correct thank you for that clarification.

**Mayor Pro Tem Hene**- Asked if in 2027 will we need to come back and officially remove them or do they automatically fall off with this motion?

**Heather Nick, Asst. City Manager** – Stated that they do automatically fall off, yes. the ordinance is drafted in a way that they, if they're not participating, they lose a representation.

**Mayor Warren-** Stated that my friends at TJC are our friends at TJC. I'm disappointed that they are no longer going to be participating in 2027. But this is a request to the TJC Board to reconsider being a partner with the City and the County. And when I say that, students come to UT Tyler, TJC for more than just the campus life, they come here for the downtown life, they come here for the Tyler life, the quality of life and for things that are not just on the campus. And in 2027 we're going to be wrapping up our downtown improvement. At the same time, the TJC will be dropping off this TIRZ, which is the time that I really think that their students, who go into the plaza, and eat Andy's custard, and study and participate in more than just campus life. I hope they'll reconsider their participation in the TIRZ more concerned about TIRZ 4 than TIRZ 3 but I would request they reconsider this.

Motion by Councilmember Curtis; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

**O-3 Request that the City Council consider adoption of an Ordinance approving appointments to the Boards of Directors of the Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3) and Tyler Redevelopment Authority. (O-2024-61)**

**Heather Nick, Asst. City Manager -** Stated that this is a request to go ahead and make some appointments or re-appointments to our TIRZ 3 Board. As you can see here, again, this is the boundary that we're talking about for the north end and predominantly what we see in that area is a residential but also some mixed proposed mixed use coming soon. Here, this is the appointments that have the County just last week made their appointment recommendations for, to be considered for TIRZ 3. And we have our recommendations here with staggered year terms that are coinciding with our TIRZ ordinance. As well as establishing a chair, which has to be done on an annual basis. So, with that, the staff is recommending that the Council appoint these members to TIRZ 3.

Mayor Donald P. Warren One/Chairperson 05-22-2025

Councilmember Shirley McKellar Two/Vice Chair 05-22-2026

Broderick McGee Three 05-22-2025

Councilmember James Wynne Four 05-22-2026

Commissioner, Pct 4, Ralph Caraway, Sr. Five (County) 05-22-2026

Carrie Perkins Six (County) 05-22-2025

Judge Neal Franklin Seven (County) 05-22-2026

Joe Turner Eight (County) 05-22-2025

Motion by Councilmember Wynne; seconded by Councilmember McGee; motion carried 7 - 0 & approved as presented.

**O-4** **Request that the City Council consider adoption of an Ordinance approving appointments to the Board of Directors of the Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4). (O-2024-62)**

**Heather Nick, Asst. City Manager** – Stated similar item we are asking for appointments to TIRZ 4. Again, the downtown TIRZ and what we have here is a reflection of the new makeup of our TIRZ Board and it includes an additional seat for the County and it maintains the two seats for TJC, for now. And right here, we would entertain any recommendations from the Mayor for City appointees.

Mayor Donald P. Warren One/Chairperson 05-22-2025

Councilmember Broderick McGee Two/Vice Chair 05-22-2026

City Appointee Three 05-22-2025

City Appointee Four 05-22-2026

Commissioner, Pct 4, Ralph Caraway, Sr. Five (County) 06-14-2025

Casey Murphy Six (County) 05-22-2026

County Judge, Neal Franklin Seven (County) 06-14-2025

Ed Nichols Eight (County) 05-22-2026

David Hudson, TJC Board of Trustees Nine (TJC) 06-14-2024

Sarah Van Cleef, TJC CFO Ten (TJC) 06-14-2025

**Mayor Warren** – Stated that we have two City appointees on here. And a City appointee does not necessarily need to be a City Councilmember and what I would like to recommend, I've got

two people's names here and the reason why I want to recommend these two is because they live and breathe downtown, and they put money into downtown, they office downtown, they are from downtown. And so, I'd like to recommend for the two City appointees would be Andy Bergfeld and Steve Fitzpatrick to fill those two positions. Along with the rest of the slate would just be my recommendation.

Motion by Mayor Pro Tem Hene; seconded by Councilmember McGee; motion carried 7 - 0 & approved as presented.

## MISCELLANEOUS

**M-1** **Request that the City Council consider reviewing and accepting the Revenue and Expenditure Report for the period ending March 31, 2024.**

Motion by Councilmember McKellar; seconded by Councilmember McGee; motion carried 7 - 0 & approved as presented.

**M-2** **Request that the City Council consider authorizing the City Manager to award Bid No. 24-012 for the W.E. Winters Park Renovation to Paragon Construction & Associates to furnish all necessary materials, equipment, superintendence, and labor in an amount not to exceed $240,846.**

Motion by Councilmember McGee; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

**M-3** **Request that the City Council consider authorizing the City Manager to enter into an agreement with Shackleford Creek Land Company, LLC, for participation in the funding of the extension and oversizing of Marsh Farm Rd and the Shackleford Creek Bridge pursuant to Texas Local Government Code Sections 212.071 and 212.072(a)(b)(1) and (c) in an amount not to exceed 27 percent of the final project costs.**

Motion by Councilmember Curtis; seconded by Councilmember Nichols; motion carried 7 - 0 & approved as presented.

## CONSENT

(These items are considered to be routine or have been previously discussed, and can be approved in one motion, unless a Council Member asks for separate consideration of an item.)

**C-A-1** **Request that the City Council consider reviewing and accepting the Investment Report for the quarter ending March 31, 2024.**

**C-A-2** **Request that the City Council consider authorizing the City Manager to approve the purchase price increase of $91,743 for (3) three new Mack Trucks with McNeilus frontload bodies increasing the total purchase cost from $494,808 to $586,551.**

**C-A-3** **Request that the City Council consider authorizing the City Manager to enter into a Memorandum of Understanding between City of Tyler's Liberty Hall and the East Texas Symphony Orchestra in order to establish a general working relationship between Liberty Hall and East Texas Symphony Orchestra.**

**C-A-4** **Request that the City Council consider authorizing the City Manager to enter into a Memorandum of Understanding between City of Tyler's Liberty Hall and the University of Texas at Tyler in order to establish a general working relationship to rent the Liberty Hall facilities.**

**C-A-5** **Request that the City Council consider authorizing the City Manager to declare two (2) Dodge Chargers surplus property and approve the inter-local agreement authorizing the sale of the two (2) Dodge Chargers to West Sabine Independent School District (ISD) for $23,000.00.**

**C-A-6** **Request that the City Council consider adopting a Resolution authorizing the City Manager, on behalf of the Police Department, to apply for and accept, if awarded, a FY25 COPS Hiring Grant that will fund two (2) new officer positions up to $125,000 per officer over the three (3) year grant period, with there being a 25% minimum cost share requirement for the City. (R-2024-27)**

**C-A-7** **Request that the City Council consider authorizing the City Manager to execute a new Personal Services Contract with Davis Dickson for project management and engineering services for the Half Cent Sales Tax program and other services as needed for the City of Tyler in the amount of $50,000.**

**C-A-8** **Request that the City Council consider authorizing the City Manager to purchase (1) one 6" brush mower from Lowe Tractor through Buyboard contract 706-23, for Lake Palestine Water Plant for $2,775.75.**

**C-A-9** **Request that the City Council consider authorizing the City Manager to execute the Reconciliation Change Order with Fritcher Construction Services for the South Thompson Ave Drainage Improvements project, Bid No. 22-050, decreasing the approved contract amount by $93,313.00, from $1,318,390.00 to $1,225,077.00.**

**C-A-10** **Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Hartbeat Construction for the Repair of Stormwater Inlet Boxes - 2024 project, for $282,886.00, Bid No. 24-016.**

**C-A-11** **Request that the City Council consider authorizing the City Manager to sign a "Letter of Engagement for Professional Audit Services" with Gollob Morgan Peddy, PC to perform the Fiscal Year 2023-2024 Annual Audit for a total combined maximum fee including all out of pocket expenses not to exceed $117,750.**

Motion by Councilmember Curtis; seconded by Mayor Pro Tem Hene; motion carried 7 - 0 & approved as presented**.**

**CITY MANAGER'S REPORT**

1. Our Tyler Basic Police Academy, the third class has started up. The academy comprises 17 cadets from six different agencies, six of Tyler Police Department, five Longview Police Department, two Smith County Sheriff's Office, two Palestine Police Department, one Athens PD, and one of Whitehouse PD. And so, we're looking forward to seeing their progress and glad to have them up and operating. Also, today at noon regarding police, the 2024 Peace Officers Memorial will be on the Square. And so, if you have the opportunity to be part of that, we would be glad to invite you to be out afterwards.
2. On Saturday night, the Tyler Fire Department celebrated their firefighters for the past year. Numerous different awards were given for as far as Firefighter of the Year, Legacy or Legend of the Year, and also just other teamwork type of awards presented. So, we're very proud of our firefighters for just the work that they do all year and for the recognition we're able to give towards that.
3. Summer is about to start up and Fun Forest Pool is about to be open. It's been painted, filled, and the chemical has been mixed and stabilized. And so, it is ready to go for the upcoming full season. And so, we'll be starting up in the next couple of weeks.
4. You may have also seen, and I think Cameron's back there. I always like to brag on Cameron and his work. You may see Cameron and his staff out there because of our Intelligent Transportation System Master Plan Year 3 projects that were improved with this year's budget included vehicle detection upgrades. And so, you'll see at different places being done last week, our contractors and vendors working with staff to install and program new vehicle detection systems at the intersections on the Loop and Town Park, Loop and 5th Street, Front Street and Broadway Avenue, and Paluxy Drive and Grande Boulevard. And so, these systems will replace the older systems that are no longer supported by the manufacturers and also provide staff the capability to remotely view the intersections, allowing the City to be more responsive to citizens.
5. And finally, it is graduation season as well. And I also want to, for one of our employees has been with us for a long time, recognize her. We want to congratulate Ja'Nieka Forward. A couple Saturdays ago, she graduated with her Bachelor of Science degree in Human Resources Development from the University of Texas at Tyler. She's quietly been pursuing her undergraduate degree part-time, while working full-time for us and being a dedicated mother to her three-year-old son. Through it all, she continually embraced her call to service spirit while providing excellent HR guidance to City of Tyler employees and helping them receive or reach positive outcomes whenever possible. Ja'Nieka has recently been accepted to the Wisconsin School of Business at the University of Wisconsin-Madison with a full academic scholarship. So, she'll actually be leaving us to begin her pursuing her MBA in the fall. And so, she's been a dedicated City of Tyler employee for 10 years, including one year as a temp employee, and we couldn't be prouder of her. And so, we want to congratulate Ja'Nieka Forward for her achievement in bettering herself and our organization.

**ADJOURNMENT**

Motion by Councilmember McKellar to adjourn the meeting at 10:23 am; seconded by Councilmember McGee; motion carried 7 – 0 & meeting adjourned.

_____
DONALD P. WARREN, MAYOR OF
THE CITY OF TYLER, TEXAS

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** O-1

**Date:** July 10, 2024

**Subject:** Request that the City Council consider adoption of an Ordinance approving an appointment to the Board of Directors of the Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4).

**Item Reference:** **Texas Property Tax Code Chapter 311; O-2016-90; September 28, 2016; 0-2017-51; July 12, 2017; O-2021-12; January 27, 2021; O-2024-62; May 22, 2024**

The City of Tyler Tax Increment Reinvestment Zone (TIRZ No. 4) Board of Directors serves to approve financing public improvement projects and development projects as defined in the TIRZ boundary. TIRZ No. 4 is located within 382 acres of land located in Downtown Tyler and in the general area bounded by Beckham on the east, Gentry on the north, Palace on the west, and Front Street on the south. The goal of this TIRZ is to continue funding the construction of needed public infrastructure, policing, and downtown maintenance to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ No. 4 will promote the creation of contained mixed-use development consisting of major retail, restaurants, residential neighborhood, and office.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval.

In May, the City Council made appointments and reappointments to the board. Later, it was discovered that one of the appointees would be unable to serve. Staff has identified Jay Ward as an eligible candidate to fill the board position that was originally designated to Steve Fitzpatrick.

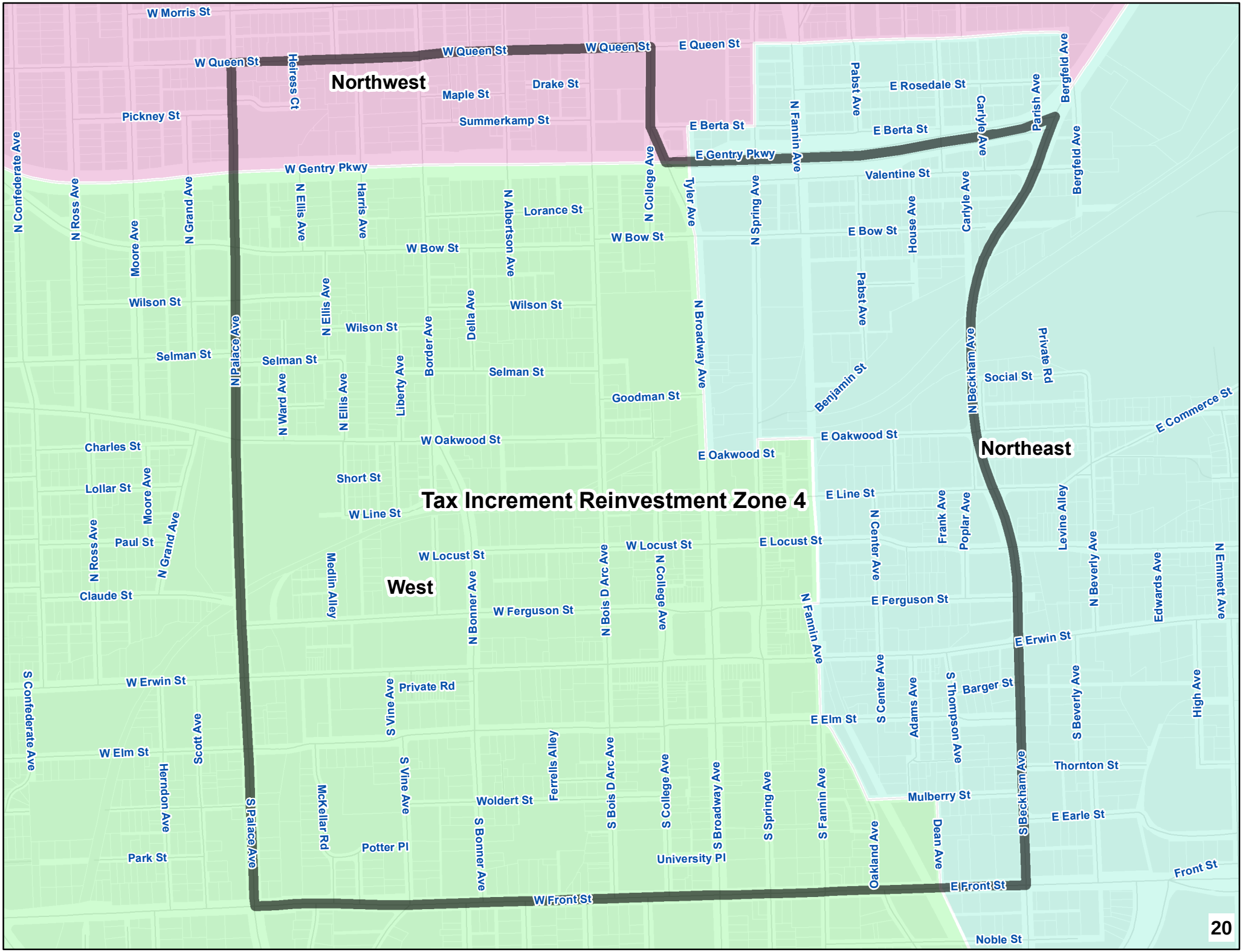
**RECOMMENDATION:**

**It is recommended that the City Council consider adoption of an Ordinance approving appointments to the Board of Directors of the Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4).**

**Attachments:**
TIRZ No. 4 Map
TIRZ No 4 Board Appointment

**Drafted/Recommended By:**
**Department Leader** Heather Nick, AICP, Assistant City Manager

**Edited/Submitted By:**
**City Manager**


Tax Increment Reinvestment Zone 4
Northwest
Northeast
West
W Morris St
W Queen St
Heiress Ct
Maple St
Drake St
Summerkamp St
Pickney St
E Queen St
E Berta St
E Gentry Pkwy
E Rosedale St
Pabst Ave
N Fannin Ave
Carlyle Ave
Parish Ave
Bergfeld Ave
Valentine St
W Gentry Pkwy
N Confederate Ave
N Ross Ave
Moore Ave
N Grand Ave
N Ellis Ave
Harris Ave
N Albertson Ave
Lorance St
N College Ave
Tyler Ave
N Spring Ave
House Ave
W Bow St
E Bow St
Wilson St
N Palace Ave
Selman St
N Ward Ave
Liberty Ave
Border Ave
Della Ave
N Broadway Ave
Benjamin St
Social St
Private Rd
N Beckham Ave
Goodman St
E Commerce St
E Oakwood St
W Oakwood St
Charles St
Lollar St
Short St
W Line St
E Line St
Paul St
Claude St
Medlin Alley
N Bonner Ave
N Bois D Arc Ave
N College Ave
W Locust St
E Locust St
N Center Ave
Frank Ave
Poplar Ave
Levine Alley
N Beverly Ave
Edwards Ave
N Emmett Ave
W Ferguson St
E Ferguson St
N Fannin Ave
E Erwin St
W Erwin St
S Confederate Ave
Scott Ave
S Vine Ave
Private Rd
S Center Ave
Adams Ave
S Thompson Ave
Barger St
S Beverly Ave
High Ave
E Elm St
W Elm St
Herndon Ave
McKellar Rd
Ferrells Alley
S Bois D Arc Ave
S College Ave
S Broadway Ave
S Spring Ave
S Fannin Ave
S Beckham Ave
Thornton St
Mulberry St
E Earle St
Woldert St
S Bonner Ave
Potter Pl
University Pl
Oakland Ave
Dean Ave
Park St
S Palace Ave
W Front St
E Front St
Front St
Noble St
20

**ORDINANCE NO. 0-2024-__**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPROVING THE APPOINTMENT OF POSITION FOUR TO THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NO. 4; SETTING FORTH OTHER PROVISIONS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has adopted Ordinance No. O-2016-90 designating one contiguous area within the City of Tyler, Texas as Reinvestment Zone Number Four ("Zone No. 4") under the provisions of Chapter 311 of the Texas Property Tax Code; and

**WHEREAS**, Ordinance No. O-2016-90 originally set forth a Board of Directors for the Zone composed of nine members, including seven positions appointed by the Mayor and confirmed by City Council, and two positions appointed by other participating taxing jurisdictions; and

**WHEREAS**, Ordinance No. O-2017-51, amended the Board membership to reduce the number of board members appointed by the Mayor and confirmed by the City Council to four (4) members, and provided three (3) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and two (2) board positions to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation; and

**WHEREAS**, on 1/27/21, the City Council adopted Ordinance No. O-2021-12, making certain appointments to the Board of Directors for Reinvestment Zone No. 4; and

**WHEREAS**, on 8/24/22, the City Council adopted Ordinance No. O-2022-82, making certain appointments to the Board of Directors for Reinvestment Zone No. 4; and

**WHEREAS**, on 5/10/23, the City Council adopted Ordinance No. O-2023-37, making certain appointments and amendments to the Board of Directors for Reinvestment Zone No. 4; and

**WHEREAS**, on 7/12/23, the City Council adopted Ordinance No. O-2023-57, making certain appointments to the Board of Directors for Reinvestment Zone No. 4; and

**WHEREAS,** on 10/11/2023, the City of Tyler Ordinance No. O-2023-96 adopted the Reinvestment Zone Number Four, City of Tyler, Texas, Amended and Restated Final Project and Finance Plan (the "Amended Plan"), and for the extended term to 2060; and

**WHEREAS**, on 5/22/2024, the City of Tyler Ordinance No. O-2024-60 amended the Board of Directors composition, which retained the number of board members appointed by the Mayor and confirmed by the City Council to four (4) members, provided four (4) board positions to be appointed by the Smith County Judge for the duration of Smith County's participation, and maintained two (2) board positions to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation, with one of the said members being nominated and

appointed as the Chairperson by the Mayor, and all said appointments approved by the City Council; and

**WHEREAS**, on 5/22/2024, the City Council adopted Ordinance No. O-2024-62, making certain appointments to the Board of Directors for Reinvestment Zone No. 4; and

**WHEREAS**, the City Council hereby approves the nomination and appointment of the duly qualified persons listed below to Position 4 on the Board of Directors for Zone No. 4 for the term as described below

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:**

**PART 1. Findings**

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) It is hereby found and declared that all of the nominees listed in Part 2 are either (i) qualified voters of the City or (ii) at least 18 years of age and own real property in the Zone and /or (iii) are designated representatives of property owners in the Zone.

**PART 2. Consent To and Approval of Appointment to the Board of Directors of Reinvestment Zone Number Four**

That the City Council does hereby consent to and approve of the appointment terms to the Board of Directors of Reinvestment Zone Number Four, City of Tyler, Texas, of the duly qualified persons to Director Position 4 as described below:

| Name and Address | Position | Term Expires |
|---|---|---|
| Mayor Donald P. Warren | One/Chairperson | 05-22-2025 |
| Councilmember Broderick McGee | Two/Vice Chair | 05-22-2026 |
| Councilmember James Wynne | Three | 05-22-2025 |
| ~~Steve Fitzpatrick~~ Jay Ward | Four | 05-22-2026 |
| Commissioner, Pct 4, Ralph Caraway, Sr. | Five (County) | 06-14-2025 |
| Casey Murphy | Six (County) | 05-22-2026 |
| County Judge, Neal Franklin | Seven (County) | 06-14-2025 |
| Ed Nichols | Eight (County) | 05-22-2026 |
| David Hudson, TJC Board of Trustees | Nine (TJC) | 06-14-2024 |
| Sarah Van Cleef, TJC CFO | Ten (TJC) | 06-14-2025 |

**PART 3. Open Meetings**

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, Ch. 551, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**PART 4**. Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

**PART 5.** This Ordinance shall be effective on the date of passage in accordance with the Tyler City Charter.

**PASSED AND APPROVED** on this the 10th day of July, A.D., 2024.

_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST: APPROVED:

_____ _____
CASSANDRA BRAGER, CITY CLERK DEBORAH G. PULLUM, CITY ATTORNEY

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** M-1

**Date:** July 10, 2024

**Subject:** Request that the City Council consider authorizing the City Manager to execute a Capital Improvements Contract in the amount of $3,018,917.77 with A. E. Shull & Company for the construction portion of the FM 756 Utility Relocates project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

**Item Reference:**

On May 24th, 2023, Tyler Water Utilities (TWU) entered into an engineering agreement with Elledge Engineering for design and construction phase services for the Farm-to-Market 756 Utility Relocate project. This project will relocate all TWU assets as required by TxDOT to avoid conflicts with the widening project that will let in January 2026 for FM 756. The TWU portion of the project will begin in the fall of 2024 and be complete in one year. The project limits will extend from Roy Road to Loop 49 and will consist of:

- 12" PVC Water Main - 2,766 LF
- 8" PVC Water Mian - 9,559 LF
- 18" PVC Sewer Main - 254 LF
- 12" PVC Sewer Main - 155 LF
- 10" PVC Sewer Main - 286 LF
- 8" PVC Sewer Main - 2,309 LF
- 4' Diameter Manholes - 25 Each
- Associated apparatuses, ROW and pavement restoration, erosion control, traffic control, and pipe encasement as required by TxDOT.

On May 28, 2024, sealed bids were received, opened, and read aloud for Bid No 24-015 with the bid amounts shown below:

- J2 Construction Services - $3,056,514.00
- Lopez Utilites Contractor - $3,699,336.00
- Canary Construction - $6,283,358.50
- Reynolds & Kay - $3,785,657.30
- W.M. Miller Construction - $3,676,927.62
- A.E. Shull and Company - $3,018,917.77
- Wicker Construction - $3,745,498.5
- Capps Capco Construction - $3,139,611.50

**RECOMMENDATION:**

**It is recommended that the City Council authorize the City Manager to execute a Capital Improvements Contract in the amount of $3,018,917.77 with A. E. Shull & Company for the construction portion of the FM 756 Utility Relocates project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.**

**Attachments:**
06.05.2024 - Award Recommendation Letter
06.25.24 - Resolution Form

**Drafted/Recommended By:**
**Department Leader** Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

**Edited/Submitted By:**
**City Manager**

ELLEDGE ENGINEERING CORPORATION
P.O. Box 7110
Tyler, Texas 75711
(903) 780-3251

June 5, 2024

Mr. Jacob Yanker, E.I.T., Project Engineer
Tyler Water Utilities
P.O. Box 2039
Tyler, Texas 75710-2039

**RE: City of Tyler**
**FM 756 Utility Relocates**
**Recommendation of Award**

Dear Mr. Yanker:

As you know, bids were received for the referenced project on May 28, 2024. A tabulation of the bids is attached to this correspondence. Base bid amounts ranging from $3,018,917.77 to $6,283,358.50 were received from eight contractors. The low base bid was submitted by A. E. Shull & Company of Tyler, Texas. A. E. Shull & Company has a long and positive history working on City of Tyler utility projects. We have worked with this company many times in the past and the projects have always been satisfactorily completed to project specifications in a timely manner.

Based upon this information, we recommend the award of this contract to A. E. Shull & Company in the base bid amount of $3,018,917.77.

Respectfully submitted,

Phil Elledge, President
Elledge Engineering Corporation
TBPE F-16917

Enclosures

# CITY OF TYLER
## FM 756 UTILITY RELOCATION
## ROY ROAD TO LOOP 49

### BID TABULATION

| BID ITEMS | | | | J2 CONSTRUCTION SERVICES, LLC | | LOPEZ UTILITIES CONTRACTOR LLC | | CANARY CONSTRUCTION INC | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| | **WATER IMPROVEMENTS** | | | | | | | | |
| 1 | ROW Preparation (water) | STA | 123.25 | $753.00 | $92,807.25 | $300.00 | $36,975.00 | $1,000.00 | $123,250.00 |
| 2 | 12" PVC Water Main | LF | 2,766 | $69.00 | $190,854.00 | $86.00 | $237,876.00 | $145.00 | $401,070.00 |
| 3 | 8" PVC Water Main | LF | 9,559 | $38.00 | $363,242.00 | $71.00 | $678,689.00 | $135.00 | $1,290,465.00 |
| 4 | 2" PVC Water Main | LF | 5 | $25.00 | $125.00 | $75.00 | $375.00 | $80.00 | $400.00 |
| 5 | Fire Hydrant Assemblies | EA | 29 | $7,065.00 | $204,885.00 | $6,200.00 | $179,800.00 | $10,000.00 | $290,000.00 |
| 5A | Fire Hydrant Assemblies (OVER 6' DEEP) | | 8 | $8,450.00 | $67,600.00 | $6,500.00 | $52,000.00 | $11,000.00 | $88,000.00 |
| 6 | 8" Gate Valve | EA | 13 | $2,241.00 | $29,133.00 | $2,850.00 | $37,050.00 | $2,500.00 | $32,500.00 |
| 7 | 6" Gate Valve | EA | 2 | $1,581.00 | $3,162.00 | $2,100.00 | $4,200.00 | $2,000.00 | $4,000.00 |
| 8 | 2" Gate Valve | EA | 1 | $865.00 | $865.00 | $850.00 | $850.00 | $1,500.00 | $1,500.00 |
| 9 | 12" x 12" TS & V | EA | 3 | $8,650.00 | $25,950.00 | $8,500.00 | $25,500.00 | $9,800.00 | $29,400.00 |
| 10 | 12" x 18" TS & V | EA | 1 | $9,600.00 | $9,600.00 | $12,000.00 | $12,000.00 | $18,500.00 | $18,500.00 |
| 11 | 8" X 8" TS & V | EA | 1 | $3,390.00 | $3,390.00 | $6,200.00 | $6,200.00 | $8,500.00 | $8,500.00 |
| 12 | Ductile Iron Fittings | LB | 27,800 | $4.35 | $120,930.00 | $6.00 | $166,800.00 | $8.00 | $222,400.00 |
| 13 | 20" Dry Bore with Steel Encasement Pipe | LF | 140 | $339.00 | $47,460.00 | $380.00 | $53,200.00 | $850.00 | $119,000.00 |
| 14 | 16" Dry Bore with Steel Encasement Pipe | LF | 147 | $370.00 | $54,390.00 | $320.00 | $47,040.00 | $750.00 | $110,250.00 |
| 15 | 16" Steel Encasement Pipe by Open Cut | LF | 138 | $207.00 | $28,566.00 | $320.00 | $44,160.00 | $600.00 | $82,800.00 |
| 16 | 12" Wet Bore | LF | 561 | $92.00 | $51,612.00 | $18.00 | $10,098.00 | $380.00 | $213,180.00 |
| 17 | 8" Wet Bore | LF | 1,130 | $87.00 | $98,310.00 | $14.00 | $15,820.00 | $300.00 | $339,000.00 |
| 18 | 8" Creek Crossings | LF | 155 | $182.00 | $28,210.00 | $300.00 | $46,500.00 | $420.00 | $65,100.00 |
| 19 | Connect existing Water Mains | EA | 10 | $1,080.00 | $10,800.00 | $4,200.00 | $42,000.00 | $2,500.00 | $25,000.00 |
| 20 | Trench Safety (Water) | LF | 10,634 | $1.00 | $10,634.00 | $3.00 | $31,902.00 | $5.00 | $53,170.00 |
| 21 | Excavation Safety (Water) | SF | 3,100 | $5.00 | $15,500.00 | $5.00 | $15,500.00 | $2.00 | $6,200.00 |
| 22 | 2" Air Relief Valve and Vault | EA | 2 | $3,917.00 | $7,834.00 | $3,200.00 | $6,400.00 | $15,600.00 | $31,200.00 |
| 23 | Remove and Salvage Existing Fire Hydrants | EA | 7 | $810.00 | $5,670.00 | $850.00 | $5,950.00 | $950.00 | $6,650.00 |
| 24 | Relocate and Reconnect Existing Water Meters | EA | 30 | $1,050.00 | $31,500.00 | $900.00 | $27,000.00 | $3,500.00 | $105,000.00 |
| 25 | Reconnect Existing Water Meters | EA | 6 | $985.00 | $5,910.00 | $800.00 | $4,800.00 | $3,000.00 | $18,000.00 |
| 26 | Reconnect Ex. 3" Water Service | EA | 1 | $1,700.00 | $1,700.00 | $2,600.00 | $2,600.00 | $6,500.00 | $6,500.00 |
| 27 | Remove and Replace Ex. 6" Compound Meter and Vault and Reconnect Service | EA | 1 | $10,783.00 | $10,783.00 | $6,500.00 | $6,500.00 | $42,000.00 | $42,000.00 |
| 28 | Cut, Cap & Abandon Existing Water Lines | EA | 8 | $1,171.00 | $9,368.00 | $850.00 | $6,800.00 | $2,500.00 | $20,000.00 |
| 29 | Remove, Salvage and Relocate Ex. Wood Fence | LS | 1 | $8,800.00 | $8,800.00 | $12,000.00 | $12,000.00 | $15,000.00 | $15,000.00 |
| 30 | Pavement Repair Water | SY | 320 | $178.00 | $56,960.00 | $170.00 | $54,400.00 | $250.00 | $80,000.00 |
| 31 | Temporary Sediment Control Fencing (Water) | LF | 10,370 | $2.00 | $20,740.00 | $4.00 | $41,480.00 | $4.00 | $41,480.00 |
| 32 | Reestablish Vegetation | STA | 101.79 | $156.20 | $15,899.60 | $300.00 | $30,537.00 | $1,200.00 | $122,148.00 |

CITY OF TYLER
FM 756 UTILITY RELOCATION
ROY ROAD TO LOOP 49

BID TABULATION

| BID ITEMS | | | | J2 CONSTRUCTION SERVICES, LLC | | LOPEZ UTILITIES CONTRACTOR LLC | | CANARY CONSTRUCTION INC | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| | **SEWER IMPROVEMENTS** | | | | | | | | |
| 33 | ROW Preparation (Sewer) | STA | 31.41 | $1,050.00 | $32,980.50 | $300.00 | $9,423.00 | $1,500.00 | $47,115.00 |
| 34 | 18" PVC, ASTM F679, PS115 Sewer Main, 6' - 8' Deep | LF | 14 | $98.00 | $1,372.00 | $230.00 | $3,220.00 | $155.00 | $2,170.00 |
| 35 | 18" PVC, ASTM F679, PS115 Sewer Main, 8' - 10' Deep | LF | 54 | $112.00 | $6,048.00 | $235.00 | $12,690.00 | $160.00 | $8,640.00 |
| 36 | 18" PVC, ASTM F679, PS115 Sewer Main, 10' - 12' Deep | LF | 186 | $113.00 | $21,018.00 | $240.00 | $44,640.00 | $185.00 | $34,410.00 |
| 37 | 12" PVC, ASTM D-2241, SDR 26, 6' - 8' Deep | LF | 137 | $87.00 | $11,919.00 | $210.00 | $28,770.00 | $130.00 | $17,810.00 |
| 38 | 12" PVC, ASTM D-2241, SDR 26, 8' - 10' Deep | LF | 95 | $86.00 | $8,170.00 | $220.00 | $20,900.00 | $140.00 | $13,300.00 |
| 39 | 12" PVC, ASTM D-2241, SDR 26, 10' - 12' Deep | LF | 60 | $64.00 | $3,840.00 | $230.00 | $13,800.00 | $155.00 | $9,300.00 |
| 40 | 10" PVC, ASTM D-2241, SDR 26, 6' - 8' Deep | LF | 76 | $79.00 | $6,004.00 | $170.00 | $12,920.00 | $125.00 | $9,500.00 |
| 41 | 10" PVC, ASTM D-2241, SDR 26, 8' - 10' Deep | LF | 85 | $63.00 | $5,355.00 | $165.00 | $14,025.00 | $130.00 | $11,050.00 |
| 42 | 10" PVC, ASTM D-2241, SDR 26, 10' - 12' Deep | LF | 52 | $71.00 | $3,692.00 | $180.00 | $9,360.00 | $135.00 | $7,020.00 |
| 43 | 10" PVC, ASTM D-2241, SDR 26, 12' - 14' Deep | LF | 25 | $98.00 | $2,450.00 | $185.00 | $4,625.00 | $145.00 | $3,625.00 |
| 44 | 10" PVC, ASTM D-2241, SDR 26, 14' - 16' Deep | LF | 48 | $128.00 | $6,144.00 | $200.00 | $9,600.00 | $160.00 | $7,680.00 |
| 45 | 8" PVC, ASTM D-2241, SDR 26, 0' - 6' Deep | LF | 897 | $59.00 | $52,923.00 | $110.00 | $98,670.00 | $130.00 | $116,610.00 |
| 46 | 8" PVC, ASTM D-2241, SDR 26, 6' - 8' Deep | LF | 569 | $67.00 | $38,123.00 | $115.00 | $65,435.00 | $135.00 | $76,815.00 |
| 47 | 8" PVC, ASTM D-2241, SDR 26, 8' - 10' Deep | LF | 526 | $73.00 | $38,398.00 | $120.00 | $63,120.00 | $145.00 | $76,270.00 |
| 48 | 8" PVC, ASTM D-2241, SDR 26, 14' - 16' Deep | LF | 66 | $86.00 | $5,676.00 | $135.00 | $8,910.00 | $165.00 | $10,890.00 |
| 49 | 8" PVC, ASTM D-2241, SDR 26, 16' - 18' Deep | LF | 116 | $89.00 | $10,324.00 | $175.00 | $20,300.00 | $175.00 | $20,300.00 |
| 50 | 8" PVC, ASTM D-2241, SDR 26, 18' - 20' Deep | LF | 75 | $95.00 | $7,125.00 | $210.00 | $15,750.00 | $190.00 | $14,250.00 |
| 51 | 8" PVC, ASTM D-2241, SDR 26, 20' - 22' Deep | LF | 60 | $113.00 | $6,780.00 | $340.00 | $20,400.00 | $210.00 | $12,600.00 |
| 52 | 4' Diameter Manholes, 0' - 6' Deep | EA | 25 | $3,952.00 | $98,800.00 | $5,800.00 | $145,000.00 | $7,500.00 | $187,500.00 |
| 53 | Additional Manhole Depth, Vertical Feet | VF | 119.41 | $390.25 | $46,599.75 | $400.00 | $47,764.00 | $400.00 | $47,764.00 |
| 54 | 8" Cleanout, All Depths | EA | 2.00 | $1,775.00 | $3,550.00 | $2,500.00 | $5,000.00 | $1,500.00 | $3,000.00 |
| 55 | 30" Dry Bore with Steel Encasement Pipe | LF | 129 | $556.00 | $71,724.00 | $580.00 | $74,820.00 | $1,100.00 | $141,900.00 |
| 56 | 20" Dry Bore with Steel Encasement Pipe | LF | 65 | $349.00 | $22,685.00 | $420.00 | $27,300.00 | $950.00 | $61,750.00 |
| 57 | 18" Dry Bore with Steel Encasement Pipe | LF | 83 | $338.00 | $28,054.00 | $380.00 | $31,540.00 | $925.00 | $76,775.00 |
| 58 | 30" Steel Encasement Pipe by Open Cut | LF | 135 | $326.00 | $44,010.00 | $560.00 | $75,600.00 | $550.00 | $74,250.00 |
| 59 | 20" Steel Encasement Pipe by Open Cut | LF | 82 | $226.00 | $18,532.00 | $420.00 | $34,440.00 | $450.00 | $36,900.00 |
| 60 | 18" Steel Encasement Pipe by Open Cut | LF | 110 | $215.00 | $23,650.00 | $320.00 | $35,200.00 | $400.00 | $44,000.00 |
| 61 | 8" Wet Bore | EA | 65 | $78.00 | $5,070.00 | $40.00 | $2,600.00 | $340.00 | $22,100.00 |
| 62 | Trench Safety | LF | 3,141 | $9.00 | $28,269.00 | $6.00 | $18,846.00 | $5.00 | $15,705.00 |
| 63 | Connect existing Sewer Mains | EA | 13 | $592.00 | $7,696.00 | $1,200.00 | $15,600.00 | $2,500.00 | $32,500.00 |
| 64 | Reconnect Existing Sewer Services | EA | 14 | $1,661.00 | $23,254.00 | $1,200.00 | $16,800.00 | $3,500.00 | $49,000.00 |
| 65 | Temporary Sediment Control Fencing (Sewer) | LF | 3,141 | $2.00 | $6,282.00 | $4.00 | $12,564.00 | $2.00 | $6,282.00 |
| 66 | 6" and 8" Sewer Line, Flowable Fill | LF | 2,687 | $14.00 | $37,618.00 | $11.00 | $29,557.00 | $25.00 | $67,175.00 |
| 67 | 10" Sewer Line, Flowable Fill | LF | 372 | $21.00 | $7,812.00 | $14.00 | $5,208.00 | $28.00 | $10,416.00 |
| 68 | 12" Sewer Line, Flowable Fill | LF | 472 | $24.00 | $11,328.00 | $15.00 | $7,080.00 | $30.00 | $14,160.00 |

**CITY OF TYLER**
**FM 756 UTILITY RELOCATION**
**ROY ROAD TO LOOP 49**

**BID TABULATION**

| BID ITEMS | | | | J2 CONSTRUCTION SERVICES, LLC | | LOPEZ UTILITIES CONTRACTOR LLC | | CANARY CONSTRUCTION INC | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| 69 | 18" Sewer Line, Flowable Fill | LF | 238 | $43.00 | $10,234.00 | $18.00 | $4,284.00 | $35.00 | $8,330.00 |
| 70 | Remove Existing Manhole From Service | EA | 17 | $1,195.00 | $20,315.00 | $2,100.00 | $35,700.00 | $2,200.00 | $37,400.00 |
| 71 | SW3P Maintenance | LS | 1 | $2,250.90 | $2,250.90 | $28,000.00 | $28,000.00 | $15,200.00 | $15,200.00 |
| 72 | Reestablish Vegetation | STA | 31.41 | $226.17 | $7,104.00 | $300.00 | $9,423.00 | $1,850.00 | $58,108.50 |
| 73 | Asphalt Pavement Repair (Sewer) | SY | 195 | $177.00 | $34,515.00 | $130.00 | $25,350.00 | $265.00 | $51,675.00 |
| 74 | Concrete Pavement Repair (Sewer) | SY | 130 | $167.00 | $21,710.00 | $170.00 | $22,100.00 | $265.00 | $34,450.00 |
| 75 | Traffic Control | MO | 12 | $1,160.00 | $13,920.00 | $5,000.00 | $60,000.00 | $3,000.00 | $36,000.00 |
| 76 | Mobilization and Bonds | LS | 1 | $160,000.00 | $160,000.00 | $110,000.00 | $110,000.00 | $240,000.00 | $240,000.00 |
| 77 | Allowance for Additional Work | LS | 1 | $400,000.00 | $400,000.00 | $400,000.00 | $400,000.00 | $400,000.00 | $400,000.00 |
| **TOTAL BID PRICE** | | | | | **$3,056,514.00** | | **$3,699,336.00** | | **$6,283,358.50** |

CITY OF TYLER
FM 756 UTILITY RELOCATION
ROY ROAD TO LOOP 49

BID TABULATION

| BID ITEMS | | | | REYNOLDS & KAY LTD | | W.M. MILLER CONSTRUCTION CO, INC | | A.E. SHULL AND COMPANY | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| | **WATER IMPROVEMENTS** | | | | | | | | |
| 1 | ROW Preparation (water) | STA | 123.25 | $700.00 | $86,275.00 | $609.10 | $75,071.57 | $800.00 | $98,600.00 |
| 2 | 12" PVC Water Main | LF | 2,766 | $90.00 | $248,940.00 | $98.00 | $271,068.00 | $57.00 | $157,662.00 |
| 3 | 8" PVC Water Main | LF | 9,559 | $59.00 | $563,981.00 | $58.00 | $554,422.00 | $37.00 | $353,683.00 |
| 4 | 2" PVC Water Main | LF | 5 | $42.00 | $210.00 | $150.00 | $750.00 | $41.00 | $205.00 |
| 5 | Fire Hydrant Assemblies | EA | 29 | $6,500.00 | $188,500.00 | $8,000.00 | $232,000.00 | $5,800.00 | $168,200.00 |
| 5A | Fire Hydrant Assemblies (OVER 6' DEEP) | | 8 | $7,200.00 | $57,600.00 | $8,700.00 | $69,600.00 | $6,500.00 | $52,000.00 |
| 6 | 8" Gate Valve | EA | 13 | $2,800.00 | $36,400.00 | $2,500.00 | $32,500.00 | $2,400.00 | $31,200.00 |
| 7 | 6" Gate Valve | EA | 2 | $2,100.00 | $4,200.00 | $1,800.00 | $3,600.00 | $1,770.00 | $3,540.00 |
| 8 | 2" Gate Valve | EA | 1 | $1,200.00 | $1,200.00 | $1,200.00 | $1,200.00 | $1,250.00 | $1,250.00 |
| 9 | 12" x 12" TS & V | EA | 3 | $8,700.00 | $26,100.00 | $9,500.00 | $28,500.00 | $6,000.00 | $18,000.00 |
| 10 | 12" x 18" TS & V | EA | 1 | $8,700.00 | $8,700.00 | $11,000.00 | $11,000.00 | $6,200.00 | $6,200.00 |
| 11 | 8" X 8" TS & V | EA | 1 | $5,400.00 | $5,400.00 | $7,500.00 | $7,500.00 | $3,400.00 | $3,400.00 |
| 12 | Ductile Iron Fittings | LB | 27,800 | $4.90 | $136,220.00 | $1.30 | $36,140.00 | $3.00 | $83,400.00 |
| 13 | 20" Dry Bore with Steel Encasement Pipe | LF | 140 | $460.00 | $64,400.00 | $300.00 | $42,000.00 | $375.00 | $52,500.00 |
| 14 | 16" Dry Bore with Steel Encasement Pipe | LF | 147 | $390.00 | $57,330.00 | $300.00 | $44,100.00 | $335.00 | $49,245.00 |
| 15 | 16" Steel Encasement Pipe by Open Cut | LF | 138 | $215.00 | $29,670.00 | $185.00 | $25,530.00 | $159.00 | $21,942.00 |
| 16 | 12" Wet Bore | LF | 561 | $125.00 | $70,125.00 | $160.00 | $89,760.00 | $142.00 | $79,662.00 |
| 17 | 8" Wet Bore | LF | 1,130 | $115.00 | $129,950.00 | $110.00 | $124,300.00 | $90.00 | $101,700.00 |
| 18 | 8" Creek Crossings | LF | 155 | $250.00 | $38,750.00 | $385.00 | $59,675.00 | $200.00 | $31,000.00 |
| 19 | Connect existing Water Mains | EA | 10 | $3,000.00 | $30,000.00 | $2,100.00 | $21,000.00 | $720.00 | $7,200.00 |
| 20 | Trench Safety (Water) | LF | 10,634 | $1.00 | $10,634.00 | $2.00 | $21,268.00 | $2.00 | $21,268.00 |
| 21 | Excavation Safety (Water) | SF | 3,100 | $2.00 | $6,200.00 | $5.00 | $15,500.00 | $2.50 | $7,750.00 |
| 22 | 2" Air Relief Valve and Vault | EA | 2 | $6,400.00 | $12,800.00 | $6,500.00 | $13,000.00 | $3,600.00 | $7,200.00 |
| 23 | Remove and Salvage Existing Fire Hydrants | EA | 7 | $1,300.00 | $9,100.00 | $950.00 | $6,650.00 | $711.00 | $4,977.00 |
| 24 | Relocate and Reconnect Existing Water Meters | EA | 30 | $1,200.00 | $36,000.00 | $2,250.00 | $67,500.00 | $1,575.00 | $47,250.00 |
| 25 | Reconnect Existing Water Meters | EA | 6 | $1,300.00 | $7,800.00 | $975.00 | $5,850.00 | $1,450.00 | $8,700.00 |
| 26 | Reconnect Ex. 3" Water Service | EA | 1 | $2,500.00 | $2,500.00 | $10,500.00 | $10,500.00 | $500.00 | $500.00 |
| 27 | Remove and Replace Ex. 6" Compound Meter and Vault and Reconnect Service | EA | 1 | $20,000.00 | $20,000.00 | $17,000.00 | $17,000.00 | $15,000.00 | $15,000.00 |
| 28 | Cut, Cap & Abandon Existing Water Lines | EA | 8 | $3,200.00 | $25,600.00 | $2,050.00 | $16,400.00 | $550.00 | $4,400.00 |
| 29 | Remove, Salvage and Relocate Ex. Wood Fence | LS | 1 | $13,000.00 | $13,000.00 | $5,000.00 | $5,000.00 | $9,500.00 | $9,500.00 |
| 30 | Pavement Repair Water | SY | 320 | $108.00 | $34,560.00 | $195.00 | $62,400.00 | $110.00 | $35,200.00 |
| 31 | Temporary Sediment Control Fencing (Water) | LF | 10,370 | $1.50 | $15,555.00 | $5.50 | $57,035.00 | $4.25 | $44,072.50 |
| 32 | Reestablish Vegetation | STA | 101.79 | $100.00 | $10,179.00 | $170.00 | $17,304.30 | $33.00 | $3,359.07 |

CITY OF TYLER
FM 756 UTILITY RELOCATION
ROY ROAD TO LOOP 49

BID TABULATION

| BID ITEMS | | | | REYNOLDS & KAY LTD | | W.M. MILLER CONSTRUCTION CO, INC | | A.E. SHULL AND COMPANY | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| | **SEWER IMPROVEMENTS** | | | | | | | | |
| 33 | ROW Preparation (Sewer) | STA | 31.41 | $900.00 | $28,269.00 | $600.00 | $18,846.00 | $800.00 | $25,128.00 |
| 34 | 18" PVC, ASTM F679, PS115 Sewer Main, 6' - 8' Deep | LF | 14 | $185.00 | $2,590.00 | $128.00 | $1,792.00 | $139.00 | $1,946.00 |
| 35 | 18" PVC, ASTM F679, PS115 Sewer Main, 8' - 10' Deep | LF | 54 | $186.00 | $10,044.00 | $130.00 | $7,020.00 | $143.00 | $7,722.00 |
| 36 | 18" PVC, ASTM F679, PS115 Sewer Main, 10' - 12' Deep | LF | 186 | $187.00 | $34,782.00 | $135.00 | $25,110.00 | $156.00 | $29,016.00 |
| 37 | 12" PVC, ASTM D-2241, SDR 26, 6' - 8' Deep | LF | 137 | $110.00 | $15,070.00 | $82.00 | $11,234.00 | $97.00 | $13,289.00 |
| 38 | 12" PVC, ASTM D-2241, SDR 26, 8' - 10' Deep | LF | 95 | $112.00 | $10,640.00 | $85.00 | $8,075.00 | $104.00 | $9,880.00 |
| 39 | 12" PVC, ASTM D-2241, SDR 26, 10' - 12' Deep | LF | 60 | $114.00 | $6,840.00 | $95.00 | $5,700.00 | $117.00 | $7,020.00 |
| 40 | 10" PVC, ASTM D-2241, SDR 26, 6' - 8' Deep | LF | 76 | $125.00 | $9,500.00 | $75.00 | $5,700.00 | $85.00 | $6,460.00 |
| 41 | 10" PVC, ASTM D-2241, SDR 26, 8' - 10' Deep | LF | 85 | $126.00 | $10,710.00 | $78.00 | $6,630.00 | $92.00 | $7,820.00 |
| 42 | 10" PVC, ASTM D-2241, SDR 26, 10' - 12' Deep | LF | 52 | $127.00 | $6,604.00 | $80.00 | $4,160.00 | $105.00 | $5,460.00 |
| 43 | 10" PVC, ASTM D-2241, SDR 26, 12' - 14' Deep | LF | 25 | $128.00 | $3,200.00 | $85.00 | $2,125.00 | $123.00 | $3,075.00 |
| 44 | 10" PVC, ASTM D-2241, SDR 26, 14' - 16' Deep | LF | 48 | $129.00 | $6,192.00 | $85.00 | $4,080.00 | $171.00 | $8,208.00 |
| 45 | 8" PVC, ASTM D-2241, SDR 26, 0' - 6' Deep | LF | 897 | $100.00 | $89,700.00 | $56.00 | $50,232.00 | $69.00 | $61,893.00 |
| 46 | 8" PVC, ASTM D-2241, SDR 26, 6' - 8' Deep | LF | 569 | $102.00 | $58,038.00 | $58.00 | $33,002.00 | $69.00 | $39,261.00 |
| 47 | 8" PVC, ASTM D-2241, SDR 26, 8' - 10' Deep | LF | 526 | $104.00 | $54,704.00 | $60.00 | $31,560.00 | $76.00 | $39,976.00 |
| 48 | 8" PVC, ASTM D-2241, SDR 26, 14' - 16' Deep | LF | 66 | $106.00 | $6,996.00 | $62.00 | $4,092.00 | $155.00 | $10,230.00 |
| 49 | 8" PVC, ASTM D-2241, SDR 26, 16' - 18' Deep | LF | 116 | $108.00 | $12,528.00 | $75.00 | $8,700.00 | $180.00 | $20,880.00 |
| 50 | 8" PVC, ASTM D-2241, SDR 26, 18' - 20' Deep | LF | 75 | $110.00 | $8,250.00 | $87.00 | $6,525.00 | $251.00 | $18,825.00 |
| 51 | 8" PVC, ASTM D-2241, SDR 26, 20' - 22' Deep | LF | 60 | $112.00 | $6,720.00 | $105.00 | $6,300.00 | $251.00 | $15,060.00 |
| 52 | 4' Diameter Manholes, 0' - 6' Deep | EA | 25 | $6,500.00 | $162,500.00 | $6,500.00 | $162,500.00 | $3,250.00 | $81,250.00 |
| 53 | Additional Manhole Depth, Vertical Feet | VF | 119.41 | $280.00 | $33,434.80 | $105.00 | $12,538.05 | $285.00 | $34,031.85 |
| 54 | 8" Cleanout, All Depths | EA | 2.00 | $1,500.00 | $3,000.00 | $2,300.00 | $4,600.00 | $1,820.00 | $3,640.00 |
| 55 | 30" Dry Bore with Steel Encasement Pipe | LF | 129 | $665.00 | $85,785.00 | $735.00 | $94,815.00 | $615.00 | $79,335.00 |
| 56 | 20" Dry Bore with Steel Encasement Pipe | LF | 65 | $500.00 | $32,500.00 | $335.00 | $21,775.00 | $414.00 | $26,910.00 |
| 57 | 18" Dry Bore with Steel Encasement Pipe | LF | 83 | $460.00 | $38,180.00 | $315.00 | $26,145.00 | $405.00 | $33,615.00 |
| 58 | 30" Steel Encasement Pipe by Open Cut | LF | 135 | $320.00 | $43,200.00 | $250.00 | $33,750.00 | $252.00 | $34,020.00 |
| 59 | 20" Steel Encasement Pipe by Open Cut | LF | 82 | $200.00 | $16,400.00 | $220.00 | $18,040.00 | $182.00 | $14,924.00 |
| 60 | 18" Steel Encasement Pipe by Open Cut | LF | 110 | $225.00 | $24,750.00 | $200.00 | $22,000.00 | $182.00 | $20,020.00 |
| 61 | 8" Wet Bore | EA | 65 | $190.00 | $12,350.00 | $175.00 | $11,375.00 | $107.00 | $6,955.00 |
| 62 | Trench Safety | LF | 3,141 | $3.00 | $9,423.00 | $7.00 | $21,987.00 | $2.00 | $6,282.00 |
| 63 | Connect existing Sewer Mains | EA | 13 | $2,000.00 | $26,000.00 | $1,900.00 | $24,700.00 | $400.00 | $5,200.00 |
| 64 | Reconnect Existing Sewer Services | EA | 14 | $1,600.00 | $22,400.00 | $2,500.00 | $35,000.00 | $1,090.00 | $15,260.00 |
| 65 | Temporary Sediment Control Fencing (Sewer) | LF | 3,141 | $1.50 | $4,711.50 | $5.00 | $15,705.00 | $4.25 | $13,349.25 |
| 66 | 6" and 8" Sewer Line, Flowable Fill | LF | 2,687 | $12.00 | $32,244.00 | $14.00 | $37,618.00 | $25.00 | $67,175.00 |
| 67 | 10" Sewer Line, Flowable Fill | LF | 372 | $16.00 | $5,952.00 | $37.00 | $13,764.00 | $26.00 | $9,672.00 |
| 68 | 12" Sewer Line, Flowable Fill | LF | 472 | $23.00 | $10,856.00 | $43.00 | $20,296.00 | $28.00 | $13,216.00 |

CITY OF TYLER
FM 756 UTILITY RELOCATION
ROY ROAD TO LOOP 49

BID TABULATION

| BID ITEMS | | | | REYNOLDS & KAY LTD | | W.M. MILLER CONSTRUCTION CO, INC | | A.E. SHULL AND COMPANY | |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost | Unit Cost | Total Cost |
| 69 | 18" Sewer Line, Flowable Fill | LF | 238 | $48.00 | $11,424.00 | $71.00 | $16,898.00 | $36.00 | $8,568.00 |
| 70 | Remove Existing Manhole From Service | EA | 17 | $1,600.00 | $27,200.00 | $1,500.00 | $25,500.00 | $990.00 | $16,830.00 |
| 71 | SW3P Maintenance | LS | 1 | $8,000.00 | $8,000.00 | $36,000.00 | $36,000.00 | $4,300.00 | $4,300.00 |
| 72 | Reestablish Vegetation | STA | 31.41 | $100.00 | $3,141.00 | $170.00 | $5,339.70 | $110.00 | $3,455.10 |
| 73 | Asphalt Pavement Repair (Sewer) | SY | 195 | $130.00 | $25,350.00 | $195.00 | $38,025.00 | $111.00 | $21,645.00 |
| 74 | Concrete Pavement Repair (Sewer) | SY | 130 | $180.00 | $23,400.00 | $135.00 | $17,550.00 | $145.00 | $18,850.00 |
| 75 | Traffic Control | MO | 12 | $1,600.00 | $19,200.00 | $6,250.00 | $75,000.00 | $1,625.00 | $19,500.00 |
| 76 | Mobilization and Bonds | LS | 1 | $335,000.00 | $335,000.00 | $200,000.00 | $200,000.00 | $200,000.00 | $200,000.00 |
| 77 | Allowance for Additional Work | LS | 1 | $400,000.00 | $400,000.00 | $400,000.00 | $400,000.00 | $400,000.00 | $400,000.00 |
| **TOTAL BID PRICE** | | | | | **$3,785,657.30** | | **$3,676,927.62** | | **$3,018,917.77** |

# CITY OF TYLER
## FM 756 UTILITY RELOCATION
## ROY ROAD TO LOOP 49

### BID TABULATION

| BID ITEMS | | | | WICKER CONSTRUCTION INC | | CAPPS CAPCO CONSTRUCTION INC | |
|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost |
| | **WATER IMPROVEMENTS** | | | | | | |
| 1 | ROW Preparation (water) | STA | 123.25 | $140.00 | $17,255.00 | $320.00 | $39,440.00 |
| 2 | 12" PVC Water Main | LF | 2,766 | $99.00 | $273,834.00 | $60.00 | $165,960.00 |
| 3 | 8" PVC Water Main | LF | 9,559 | $76.00 | $726,484.00 | $35.00 | $334,565.00 |
| 4 | 2" PVC Water Main | LF | 5 | $67.00 | $335.00 | $25.00 | $125.00 |
| 5 | Fire Hydrant Assemblies | EA | 29 | $5,470.00 | $158,630.00 | $6,400.00 | $185,600.00 |
| 5A | Fire Hydrant Assemblies (OVER 6' DEEP) | | 8 | $7,000.00 | $56,000.00 | $7,500.00 | $60,000.00 |
| 6 | 8" Gate Valve | EA | 13 | $2,170.00 | $28,210.00 | $2,450.00 | $31,850.00 |
| 7 | 6" Gate Valve | EA | 2 | $1,575.00 | $3,150.00 | $1,900.00 | $3,800.00 |
| 8 | 2" Gate Valve | EA | 1 | $1,015.00 | $1,015.00 | $1,350.00 | $1,350.00 |
| 9 | 12" x 12" TS & V | EA | 3 | $8,065.00 | $24,195.00 | $7,800.00 | $23,400.00 |
| 10 | 12" x 18" TS & V | EA | 1 | $7,475.00 | $7,475.00 | $9,489.00 | $9,489.00 |
| 11 | 8" X 8" TS & V | EA | 1 | $5,495.00 | $5,495.00 | $4,675.00 | $4,675.00 |
| 12 | Ductile Iron Fittings | LB | 27,800 | $2.00 | $55,600.00 | $7.00 | $194,600.00 |
| 13 | 20" Dry Bore with Steel Encasement Pipe | LF | 140 | $465.00 | $65,100.00 | $340.00 | $47,600.00 |
| 14 | 16" Dry Bore with Steel Encasement Pipe | LF | 147 | $380.00 | $55,860.00 | $295.00 | $43,365.00 |
| 15 | 16" Steel Encasement Pipe by Open Cut | LF | 138 | $155.00 | $21,390.00 | $170.00 | $23,460.00 |
| 16 | 12" Wet Bore | LF | 561 | $184.00 | $103,224.00 | $95.00 | $53,295.00 |
| 17 | 8" Wet Bore | LF | 1,130 | $135.00 | $152,550.00 | $90.00 | $101,700.00 |
| 18 | 8" Creek Crossings | LF | 155 | $235.00 | $36,425.00 | $175.00 | $27,125.00 |
| 19 | Connect existing Water Mains | EA | 10 | $3,000.00 | $30,000.00 | $850.00 | $8,500.00 |
| 20 | Trench Safety (Water) | LF | 10,634 | $1.00 | $10,634.00 | $2.00 | $21,268.00 |
| 21 | Excavation Safety (Water) | SF | 3,100 | $2.00 | $6,200.00 | $7.00 | $21,700.00 |
| 22 | 2" Air Relief Valve and Vault | EA | 2 | $3,990.00 | $7,980.00 | $4,500.00 | $9,000.00 |
| 23 | Remove and Salvage Existing Fire Hydrants | EA | 7 | $850.00 | $5,950.00 | $1,500.00 | $10,500.00 |
| 24 | Relocate and Reconnect Existing Water Meters | EA | 30 | $1,150.00 | $34,500.00 | $2,500.00 | $75,000.00 |
| 25 | Reconnect Existing Water Meters | EA | 6 | $950.00 | $5,700.00 | $1,350.00 | $8,100.00 |
| 26 | Reconnect Ex. 3" Water Service | EA | 1 | $2,500.00 | $2,500.00 | $4,500.00 | $4,500.00 |
| 27 | Remove and Replace Ex. 6" Compound Meter and Vault and Reconnect Service | EA | 1 | $15,500.00 | $15,500.00 | $14,500.00 | $14,500.00 |
| 28 | Cut, Cap & Abandon Existing Water Lines | EA | 8 | $600.00 | $4,800.00 | $500.00 | $4,000.00 |
| 29 | Remove, Salvage and Relocate Ex. Wood Fence | LS | 1 | $20,000.00 | $20,000.00 | $6,500.00 | $6,500.00 |
| 30 | Pavement Repair Water | SY | 320 | $150.00 | $48,000.00 | $140.00 | $44,800.00 |
| 31 | Temporary Sediment Control Fencing (Water) | LF | 10,370 | $3.00 | $31,110.00 | $4.00 | $41,480.00 |
| 32 | Reestablish Vegetation | STA | 101.79 | $175.00 | $17,813.25 | $250.00 | $25,447.50 |

| BID ITEMS | | | | WICKER CONSTRUCTION INC | | CAPPS CAPCO CONSTRUCTION INC | |
|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost |
| | **SEWER IMPROVEMENTS** | | | | | | |
| 33 | ROW Preparation (Sewer) | STA | 31.41 | $300.00 | $9,423.00 | $320.00 | $10,051.20 |
| 34 | 18" PVC, ASTM F679, PS115 Sewer Main, 6' - 8' Deep | LF | 14 | $127.00 | $1,778.00 | $95.00 | $1,330.00 |
| 35 | 18" PVC, ASTM F679, PS115 Sewer Main, 8' - 10' Deep | LF | 54 | $133.00 | $7,182.00 | $95.00 | $5,130.00 |
| 36 | 18" PVC, ASTM F679, PS115 Sewer Main, 10' - 12' Deep | LF | 186 | $140.00 | $26,040.00 | $120.00 | $22,320.00 |
| 37 | 12" PVC, ASTM D-2241, SDR 26, 6' - 8' Deep | LF | 137 | $100.00 | $13,700.00 | $62.00 | $8,494.00 |
| 38 | 12" PVC, ASTM D-2241, SDR 26, 8' - 10' Deep | LF | 95 | $106.00 | $10,070.00 | $66.00 | $6,270.00 |
| 39 | 12" PVC, ASTM D-2241, SDR 26, 10' - 12' Deep | LF | 60 | $113.00 | $6,780.00 | $85.00 | $5,100.00 |
| 40 | 10" PVC, ASTM D-2241, SDR 26, 6' - 8' Deep | LF | 76 | $92.00 | $6,992.00 | $48.00 | $3,648.00 |
| 41 | 10" PVC, ASTM D-2241, SDR 26, 8' - 10' Deep | LF | 85 | $98.00 | $8,330.00 | $52.00 | $4,420.00 |
| 42 | 10" PVC, ASTM D-2241, SDR 26, 10' - 12' Deep | LF | 52 | $105.00 | $5,460.00 | $67.00 | $3,484.00 |
| 43 | 10" PVC, ASTM D-2241, SDR 26, 12' - 14' Deep | LF | 25 | $117.00 | $2,925.00 | $85.00 | $2,125.00 |
| 44 | 10" PVC, ASTM D-2241, SDR 26, 14' - 16' Deep | LF | 48 | $174.00 | $8,352.00 | $95.00 | $4,560.00 |
| 45 | 8" PVC, ASTM D-2241, SDR 26, 0' - 6' Deep | LF | 897 | $80.00 | $71,760.00 | $38.00 | $34,086.00 |
| 46 | 8" PVC, ASTM D-2241, SDR 26, 6' - 8' Deep | LF | 569 | $84.00 | $47,796.00 | $40.00 | $22,760.00 |
| 47 | 8" PVC, ASTM D-2241, SDR 26, 8' - 10' Deep | LF | 526 | $90.00 | $47,340.00 | $46.00 | $24,196.00 |
| 48 | 8" PVC, ASTM D-2241, SDR 26, 14' - 16' Deep | LF | 66 | $109.00 | $7,194.00 | $70.00 | $4,620.00 |
| 49 | 8" PVC, ASTM D-2241, SDR 26, 16' - 18' Deep | LF | 116 | $166.00 | $19,256.00 | $90.00 | $10,440.00 |
| 50 | 8" PVC, ASTM D-2241, SDR 26, 18' - 20' Deep | LF | 75 | $205.00 | $15,375.00 | $150.00 | $11,250.00 |
| 51 | 8" PVC, ASTM D-2241, SDR 26, 20' - 22' Deep | LF | 60 | $281.00 | $16,860.00 | $150.00 | $9,000.00 |
| 52 | 4' Diameter Manholes, 0' - 6' Deep | EA | 25 | $3,475.00 | $86,875.00 | $4,700.00 | $117,500.00 |
| 53 | Additional Manhole Depth, Vertical Feet | VF | 119.41 | $175.00 | $20,896.75 | $230.00 | $27,464.30 |
| 54 | 8" Cleanout, All Depths | EA | 2.00 | $1,200.00 | $2,400.00 | $1,150.00 | $2,300.00 |
| 55 | 30" Dry Bore with Steel Encasement Pipe | LF | 129 | $765.00 | $98,685.00 | $550.00 | $70,950.00 |
| 56 | 20" Dry Bore with Steel Encasement Pipe | LF | 65 | $510.00 | $33,150.00 | $360.00 | $23,400.00 |
| 57 | 18" Dry Bore with Steel Encasement Pipe | LF | 83 | $510.00 | $42,330.00 | $360.00 | $29,880.00 |
| 58 | 30" Steel Encasement Pipe by Open Cut | LF | 135 | $305.00 | $41,175.00 | $275.00 | $37,125.00 |
| 59 | 20" Steel Encasement Pipe by Open Cut | LF | 82 | $290.00 | $23,780.00 | $180.00 | $14,760.00 |
| 60 | 18" Steel Encasement Pipe by Open Cut | LF | 110 | $190.00 | $20,900.00 | $180.00 | $19,800.00 |
| 61 | 8" Wet Bore | EA | 65 | $170.00 | $11,050.00 | $105.00 | $6,825.00 |
| 62 | Trench Safety | LF | 3,141 | $5.00 | $15,705.00 | $7.00 | $21,987.00 |
| 63 | Connect existing Sewer Mains | EA | 13 | $1,850.00 | $24,050.00 | $1,700.00 | $22,100.00 |
| 64 | Reconnect Existing Sewer Services | EA | 14 | $1,250.00 | $17,500.00 | $1,700.00 | $23,800.00 |
| 65 | Temporary Sediment Control Fencing (Sewer) | LF | 3,141 | $3.00 | $9,423.00 | $4.00 | $12,564.00 |
| 66 | 6" and 8" Sewer Line, Flowable Fill | LF | 2,687 | $7.00 | $18,809.00 | $13.00 | $34,931.00 |
| 67 | 10" Sewer Line, Flowable Fill | LF | 372 | $12.00 | $4,464.00 | $19.00 | $7,068.00 |
| 68 | 12" Sewer Line, Flowable Fill | LF | 472 | $15.00 | $7,080.00 | $23.00 | $10,856.00 |

**CITY OF TYLER**
**FM 756 UTILITY RELOCATION**
**ROY ROAD TO LOOP 49**

**BID TABULATION**

| BID ITEMS | | | | WICKER CONSTRUCTION INC | | CAPPS CAPCO CONSTRUCTION INC | |
|---|---|---|---|---|---|---|---|
| Item No. | Base Bid Schedule | Unit | QTY | Unit Cost | Total Cost | Unit Cost | Total Cost |
| 69 | 18" Sewer Line, Flowable Fill | LF | 238 | $32.00 | $7,616.00 | $40.00 | $9,520.00 |
| 70 | Remove Existing Manhole From Service | EA | 17 | $2,340.00 | $39,780.00 | $2,100.00 | $35,700.00 |
| 71 | SW3P Maintenance | LS | 1 | $1,500.00 | $1,500.00 | $3,200.00 | $3,200.00 |
| 72 | Reestablish Vegetation | STA | 31.41 | $250.00 | $7,852.50 | $250.00 | $7,852.50 |
| 73 | Asphalt Pavement Repair (Sewer) | SY | 195 | $160.00 | $31,200.00 | $140.00 | $27,300.00 |
| 74 | Concrete Pavement Repair (Sewer) | SY | 130 | $175.00 | $22,750.00 | $175.00 | $22,750.00 |
| 75 | Traffic Control | MO | 12 | $2,000.00 | $24,000.00 | $5,000.00 | $60,000.00 |
| 76 | Mobilization and Bonds | LS | 1 | $367,000.00 | $367,000.00 | $250,000.00 | $250,000.00 |
| 77 | Allowance for Additional Work | LS | 1 | $400,000.00 | $400,000.00 | $400,000.00 | $400,000.00 |
| **TOTAL BID PRICE** | | | | | **$3,745,498.50** | | **$3,139,611.50** |

**Denotes math error in submitted bid.**

**RESOLUTION NO. R-2024-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, DECLARING THE EXPECTATION TO REIMBURSE EXPENDITURES WITH THE PROCEEDS OF FUTURE DEBT FOR THE COSTS ASSOCIATED WITH THE FM 756 UTILITY RELOCATES PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

STATE OF TEXAS §
§
COUNTY OF SMITH §
§
CITY OF TYLER §

**WHEREAS**, the City of Tyler, Texas, reserves the right to issue debt for the study and assessment of the FM 756 Utility Relocates project and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

**WHEREAS**, under 26 CFR § 1.150-2, to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

**WHEREAS**, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TYLER TEXAS:**

**Part 1:** That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $3,018,917.77.

**Part 2:** That this Resolution shall be effective immediately upon adoption.

**PASSED AND APPROVED**, this the 10th day of July, 2024.

_____
DONALD P. WARREN, MAYOR OF
THE CITY OF TYLER, TEXAS

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** M-2

**Date:** July 10, 2024

**Subject:** Request that the City Council consider authorizing the City Manager to execute a contract for the Gilley & Greenbriar Lift Station Bypass Pumps, BuyBoard Contract #672-22, with Zone Industries for $612,523.64.

**Item Reference:** **Consent Decree 2017**

The City of Tyler has entered into a Consent Decree with the United States Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ), effective April 10, 2017. As such, the City is required to access and perform assessments of its sanitary sewer collection system assets, e.g. manholes, gravity mains, lift stations, force mains, and air-release valves (ARVs).

KSA studied the capacity at Gilley Creek and Greenbriar Lift Stations recommended under the City of Tyler Consent Decree. The study indicated that both lift stations do not have sufficient pumping capacity for current flow conditions.

The immediate solution for increasing pumping capacity is to install trailer mounted pumps at both lift station locations. A BuyBoard contract is being utilized to quickly and efficiently address the capacity issues. The total contract amount is $612,523.64.

**RECOMMENDATION:**

**It is recommended that the City Council consider authorizing the City Manager to execute a contract for the Gilley & Greenbriar Lift Station Bypass Pumps, BuyBoard Contract #672-22, with Zone Industries for $612,523.64.**

**Attachments:**
2024-06-28 Tyler Lift Station Improvements Proposal

**Drafted/Recommended By:**
**Department Leader** Tiffany Currie, P.E., Project Engineer / Kate Dietz, P.E., Director of Utilities

**Edited/Submitted By:**
**City Manager**

Zone Industries
1970 Business Park Blvd.
Argyle, TX 76226
P:817-912-5151 F:713-783-1221

**Attn: City of Tyler** **Date: 5/21/24**
**Project: Gilley & Greenbriar Lift Station Bypass upgrades**
**Contact: Mike Norris** **Page: 1 of 2**

**Thank you for your continued interest in high quality Zone Industries products. Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in Zone Industries to supply the best equipment and service available in the industry today!**

**Equipment Scope & Services Included**

## Gilley Lift Station Scope to include the following:

**Qty 1: Gorman Rupp PAH6B60-6068H FT4 10"X6" Diesel Bypass Pump rated for 1600 GPM @ 180' with battery, engine controller with fuel level read out, SCADA outputs, submersible transducer level control, back up floats, priming chamber heater, pump skid mounted on Highway Trailer. Zone will provide 10" suction and 6" discharge black flexible hoses with flanged ends. New coated ductile iron piping and new 10" plug valve will be installed after flex hose with hard pipe and support for permanent installation. New suction line/suction flair, Pressure gage installed on pipe, includes shipping to Tyler and start up services. All materials, labor, and installation is included in proposal for all work detailed above.**

**Net Price: $280,656.82**

## Greenbriar Lift Station Scope to include the following:

**Qty 1: Gorman Rupp PAH6B60-6068H FT4 10"X6" Diesel Bypass Pump rated for 2000-1600 GPM @ 160' with battery, engine controller with fuel level read out, SCADA outputs, submersible transducer level control, back up floats, priming chamber heater, pump skid mounted on Highway Trailer. Zone will provide 10" suction and 6" discharge black flexible hoses with flanged ends. New coated ductile iron piping and new 12" plug valve will be installed after flex hose with hard pipe and supports for permanent installation. Pressure gage installed on piping, new suction line with suction flair, Concrete drive approach demo and paving (from gate to road) Concrete drive inside gate, includes shipping to Tyler and start up services. All materials, labor, and installation is included in proposal for all work detailed above.**

**Net Price: $314,366.82**

**.**

## Total Net Price with Performance & Payment Bonds added: $612,523.64



Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. Zone will furnish Insurance Certificate upon request. The above quotation is subject to Zones' standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between Zone & other parties unless specifically noted otherwise by Zone in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.

***** Qty one unit in stock at factory.*** Lead time for second unit is 12-14 weeks.**
**Vac truck or bypassing lift stations during suction pipe installation by others.**
**Zone Industries Buyboard contract for Gorman Rupp and Pump Services No: 672-22**

****Payment terms for project will be 10% at time of approved submittals, 30% at time of shipment, 60% Net 30 after shipment****

**We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call. Please sign and date this quotation and return it with your purchase order.**

**Sincerely,**

**Rob Emrich**

**Zone Industries**
**1970 Business Park Blvd.**
**Argyle, TX 76226**
**M: 430-260-9889**
**O: 817-912-5151**
**Remrich@Zoneindustries.com**

**APPROVED BY: _____**

**DATE: _____**

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. Zone will furnish Insurance Certificate upon request. The above quotation is subject to Zones' standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between Zone & other parties unless specifically noted otherwise by Zone in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** M-3

**Date:** July 10, 2024

**Subject:** Request that the City Council consider receiving a presentation on the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2024-2025 Annual Plans and the 2025-2029 Five-Year Housing Agency Plan and consider adoption of an ordinance related to approval thereof.

**Item Reference:**

The Housing Choice Voucher Program is a federally funded program that is designed to assist very low-income families, the elderly, and disabled members of the community to afford decent, safe, and sanitary housing in the private market.

The Public Housing Agency (PHA) Plan is a comprehensive guide to public housing agency (PHA) policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan; the Five-Year Plan, which each PHA submits to the Department of Housing and Urban Development (HUD) once every fifth PHA fiscal year, and the Annual Plan, which is submitted to HUD every year.

To comply with HUD requirements, a draft of the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2024-2024 Annual Plans were made available to the public at the Glass Recreation Center, Tyler Public Library, Neighborhood Services, and the City of Tyler's Website. Written comments were solicited from April 7, 2024, through May 23, 2024. There was a Residential Advisory Board (RAB) meeting held on May 9, 2024, between 9:30 a.m. and 11:30 a.m. Two public hearings were held on April 25, 2024, at 5:30 p.m. and May 1, 2024, at 10:30 a.m.

**RECOMMENDATION:**

**It is recommended that the City Council consider adopting an Ordinance approving the Family Self-Sufficiency and Housing Choice Voucher Programâ€™s FY 2024-2025 Annual Plans and the 2025-2029 Five-Year Housing Agency Plan and adopt the attached ordinance related to approval thereof.**

**Attachments:**
2024 Family Self Sufficiency Annual Plan_DRAFT_003012024
2024 Housing Administrative Plan_DRAFT_03012024
THA 5 Year Plan_04012024_DRAFT
50075-5Y_04012024

50075-HCV_04012024_DRAFT
Affidavit of Publication_eng
Affidavit of Publication_spa
Ordinace_FY 2024-2025 FSS_HCV Admin Plan_5 yr Plan_04012024

**Drafted/Recommended By:**
**Department Leader** Prentice Butler, Housing Manager

**Edited/Submitted By:**
**City Manager**

Tyler Housing Agency

# Family Self-Sufficiency Program

# Action Plan

Revised: ~~October 1, 2023~~March 1, 2024

DRAFT

Upon request Tyler Housing Agency makes accommodations for persons with disabilities.

# Tyler Housing Agency

Neighborhood Services Department
900 West Gentry Parkway
Tyler, Texas 75702

**CONTACT INFORMATION**

Office Number: (903) 531-1303

Office Fax Number: (903) 531-1333

Website: www.cityoftyler.org

**DAYS & HOURS OF OPERATION**

Monday – Thursday

8:00 a.m. – 5:00 p.m.

DRAFT

# Tyler Housing Agency
# Family Self-Sufficiency Program Action Plan

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# Tyler Housing Agency
# Family Self-Sufficiency Program Action Plan

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**Chapter 1**

INTRODUCTION

The Family Self-Sufficiency (FSS) Program is a federal program funded by the Department of Housing & Urban Development (HUD). It was created under the National Affordable Housing Act of 1990 with the purpose of connecting participants on HUD housing assistance with existing public and private resources in their communities to support increased economic self-sufficiency. The FSS program represents a bold approach to helping families leave the welfare system or low-paying jobs and achieve economic self-sufficiency. Families are given a ladder of opportunity to help them transition from poverty and obtain the skills needed to achieve financial independence. The over-riding theme of FSS is aiding families to take control of their lives by increasing their earned income and reducing their dependency on welfare assistance and rental subsidies. FSS does not simply attack the symptoms of poverty; it tackles dependency on all fronts and replaces powerlessness with the opportunity for a better future.

The Tyler Housing Agency (THA) was established in 1975 by the City of Tyler's Mayor and City Council to address housing needs of moderate and low-income families. THA's mission is to provide and develop quality affordable housing opportunities for individuals and families while promoting self-sufficiency, empowerment and neighborhood revitalization.

THA began its FSS program in 2010 and currently runs its FSS Program for Housing Choice Voucher (HCV) participants. The FSS program is operated through THA's Neighborhood Services Department.

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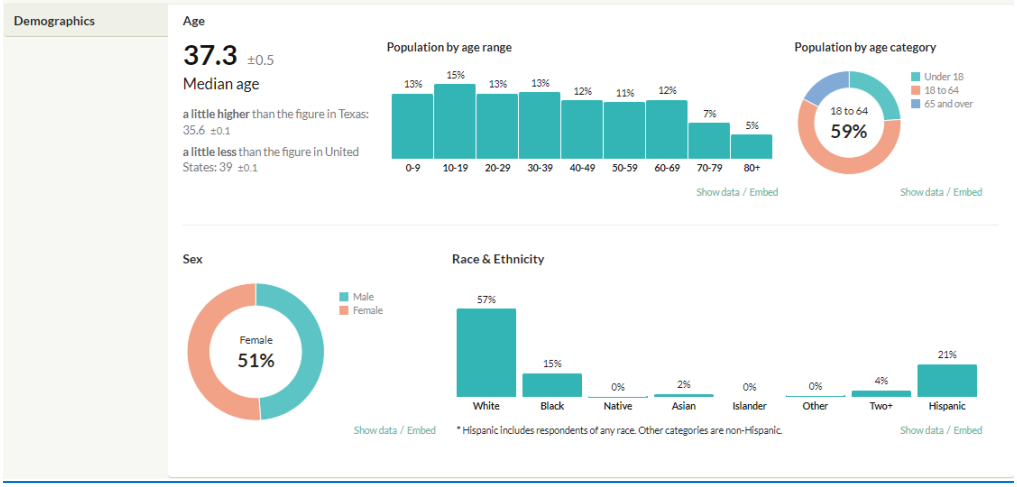
Tyler Community Profile

POPULATION TRENDS

The population of ~~Tyler~~Smith County, as indicated in the ~~2020~~ 2022 ~~American Community Survey (ACS)~~ American Community Survey ~~,~~ shows there were ~~37,114~~ 80,889 households in the city with an average size of ~~2.7~~ 2.9 ~~people~~ persons per household. According to the Annual Population Estimates provided by the US Census Bureau the population of Smith County was listed as 241,922 ~~Tyler was 105,859 in 2020~~ 2022.~~.~~

RACE AND ETHNICITY

A look at racial and ethnic distribution of the residents of ~~Tyler~~ Smith County, as shown in the table below, indicates that the largest population by race are White, at ~~50.6~~57 ~~-~~percent of the total population and Black or African- America population, at ~~23.3~~ 15 ~~-~~percent of the total population. The table below reflects Hispanic as the second ~~next~~ largest population at 21 percent. The Asian population is stated to be ~~2.5~~ 2 ~~-~~percent while those with 2 or more identified races make up ~~2.1~~ 4 ~~-~~percent of the total population. Other makes up ~~0.3~~ 0 ~~-~~percent, Native is ~~0.2~~ 0 ~~-~~percent and Islander is said to be ~~zero~~ 0 percent of Tyler's total population.








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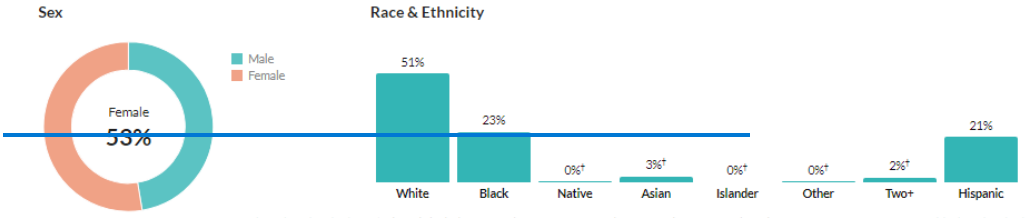


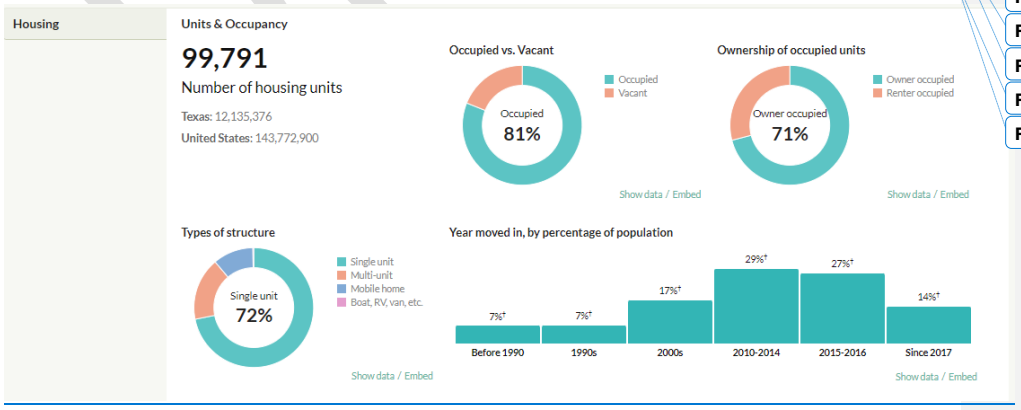

Table B03002 View table

| Column | Tyler | | | | Tyler, TX Metro Area | | | | Texas | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| White | 50.6% | ±2.1% | 53,539 | ±2,193 | 59.4% | ±0.1% | 136,726 | ±225 | 41.4% | ±0% | 11,850,477 | ±4,591 |
| Black | 23.3% | ±1.2% | 24,692 | ±1,299 | 16.9% | ±0.3% | 38,885 | ±760 | 11.8% | ±0% | 3,367,449 | ±8,065 |
| Native | 0.2%† | ±0.1% | 249 | ±128 | 0.3%† | ±0.1% | 629 | ±181 | 0.2% | ±0% | 65,132 | ±1,928 |
| Asian | 2.5%† | ±0.4% | 2,675 | ±401 | 1.6% | ±0.1% | 3,715 | ±268 | 4.9% | ±0% | 1,396,953 | ±5,443 |
| Islander | 0%† | ±0% | 6 | ±18 | 0.1%† | ±0% | 185 | ±34 | 0.1% | ±0% | 21,477 | ±906 |
| Other | 0.3%† | ±0.2% | 275 | ±209 | 0.2%† | ±0.1% | 456 | ±282 | 0.2% | ±0% | 55,897 | ±3,540 |
| Two+ | 2.1%† | ±0.7% | 2,207 | ±707 | 1.9%† | ±0.4% | 4,269 | ±837 | 2% | ±0% | 583,800 | ±10,742 |
| Hispanic | 21% | ±1.5% | 22,216 | ±1,592 | 19.7% | ±0% | 45,319 | ±0 | 39.4% | ±0% | 11,294,257 | ±335 |

## Tyler Housing

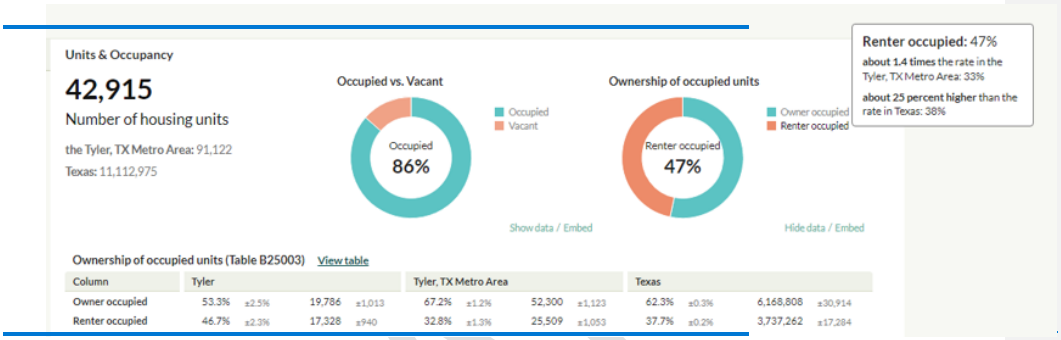
The average number of renter-occupied units in ~~2020~~ 2022 is said to be ~~17,3283~~ , ~~which is 46.7~~ make up 29% of the total population of owner occupied units. Those owner-occupied units make up the remaining 71% ~~at 19,786 make up the remaining 53.3%~~ of the total housing units ~~population~~. Vacant housing units were identified as 19% ~~in the amount of 5,801 and~~ while Occupied housing units ~~total 37,114~~ make up the remaining 81% of the housing units surveyed in ~~Tyler~~ Smith County, Texas.

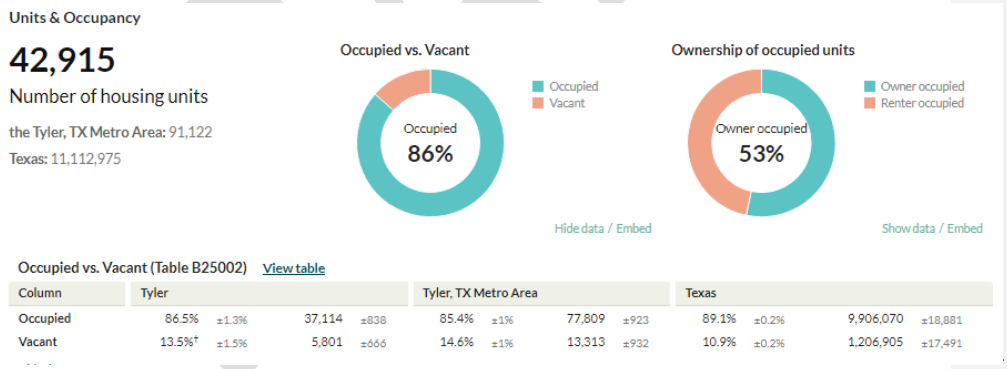
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The City of Tyler currently has ~~1,013~~ 1022 allocated tenant-based Housing Choice Vouchers. The current voluntary program size is comprised of 25 (twenty-five) HCV Family Self-Sufficiency (FSS) participants with a goal of assisting 35 (thirty-five) HCV Family Self-Sufficiency (FSS) participants.

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~~https://censusreporter.org/profiles/16000US4874144-tyler-tx/#housing-occupancy~~
Smith County, TX - Profile data - Census Reporter

This FSS Action Plan contains the policies and procedures of THA's Housing Choice Voucher FSS Program. It is designed to reflect the services the program provides to the participants it serves.

**Chapter 2**

SUMMARY OF PROGRAM

The FSS Program is a service program offered free of charge to residents in THA's HCV Program. Once enrolled, FSS Participants receive individualized case management and service coordination by an FSS Coordinator or Program Coordinator (PC). These services support the participants in reaching their individual goals that are determined while participating in the FSS Program. In addition to employment goals, many participants choose to set goals related to improving their financial situation, increasing their education, purchasing a home, etc. The contract of participation (COP) is typically a 5 (five) year contract and the participant may withdraw from the contract at any time. Participation in FSS is voluntary and will not affect the participant's eligibility for continued housing assistance.

Assurances

Participation of families in the FSS program is voluntary and cannot be a condition of receipt of assistance under the HCV program. A family's election not to participate in the FSS program will not affect the family's admission to public housing or to the Section 8 (HCV) program or the family's right to occupancy in accordance with its lease. This program will not terminate supportive services obtained for the client or terminate an HCV participant's housing assistance if a participant elects to no longer participate and/or is terminated from THA's FSS Program.

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## Chapter 3

PROGRAM SIZE

THA's FSS program is a voluntary program that is in conjunction with THA's Housing Choice Voucher (HCV) program. The current voluntary program size is comprised of 25 (twenty-five) HCV participants with a goal of assisting 35 (thirty -five) HCV participants. This program is currently operating at or above its voluntary program size and is maintaining waiting lists of participants willing to enroll in the program (see Chapter 6: Family Selection Procedures section for more information).

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**Chapter 4**

PROGRAM COORDINATING COMMITTEE

According to federal regulations guiding the FSS program, a Program Coordinating Committee (PCC) must be created and maintained to assist in "securing commitments of public and private resources for the operation of the FSS program." The PCC is also helpful in providing the FSS Program input and guidance with the development and implementation of the program. The PCC is required to have at least:

- 1 (one) current HCV/FSS participant,
- 2 (two) THA staff members, and
- at least 1 (one) community partner who chooses to participate in the PCC.

This helps the FSS team and its community partners to better coordinate our community resources with the hope of continuous improvement in the services provided to our shared client base and avoiding duplication of services and activities. The PCC meets semi-annually and may conduct business on an as-needed basis via email, telephone conferences and/or in person.

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**Chapter 5**

OUTREACH EFFORTS

Outreach efforts for the FSS program may include, but are not limited to the following methods:

- Mass mailing of program information to all current HA residents,
- Informational flyer with application included in Annual Reexamination Packets,
- Program information available on THA's website,
- Door to door recruiting, and
- Onsite and/or virtual Presentations at housing, tenant, community events, meetings, etc.

Outreach materials will be available in English, Spanish and any other language as requested assuming translating services for the language(s) requested are available. Interpreters will be utilized as needed for all aspects of the FSS Program and clients may contact staff through our TeleTYpe (TTY) telephone line, fax, email, telephone or in person. Efforts will be targeted equally to minority and non-minority families to ensure that non-English and limited ~~English speaking~~English-speaking families receive information and have the opportunity to participate in the FSS program. Upon request, THA's FSS program provides reasonable accommodations for persons with disabilities.

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**Chapter 6**

FAMILY SELECTION PROCEDURES

THA will select families for participation in the FSS program in accordance with HUD guidelines and the policies defined below. The FSS Program Coordinator ~~PC -~~ will maintain a waiting list. In general, applicants will be added to the FSS program's waiting list in the order in which their FSS Applications are received [24 CFR 984.203 (b).]. Families are then selected to enroll in the HCV FSS Program as slots become available.

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There is an opportunity for family's receiving certain services to be prioritized on the waiting list for their enrollment/participation in the FSS Program. Federal regulations state that THA's FSS program may exercise its right to give preference on the FSS waiting list for up to 50 (fifty) percent of the total number of FSS slots to applicants who are participants in a related service program; therefore, THA will give preference on the FSS waiting lists for up to 1/2 (half) of the total participants in the HCV FSS Program.

If an applicant is eligible to receive preference, as defined above, then that applicant will be placed at the top of the FSS Program's waiting list. If there are other applicants already on the waiting list who have received preference, then all applicants receiving preference will be ordered at the top of the waiting list in the order in which their applications were received. Once all applicants on the waiting list receiving preference have been served, applicants who are not receiving preference will be served.

Federal Regulations allow THA to motivationally screen applicants for THA's FSS Program before enrolling anyone in the program; however, THA's FSS Program has chosen not to include motivational screening in Family Selection Procedures.

The FSS Program Staff have the primary responsibility to ensure that participants are not discriminated against in the selection process. It is the policy of THA to comply with all Federal, State and local nondiscrimination laws, the Americans with Disabilities



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Act and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. No person shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination under the FSS program on the ground of race, color, sex, religion, national or ethnic origin, familial status, source of income or disability. In addition, THA's FSS staff will - upon request - provide reasonable accommodation to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program.

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**Chapter 7**

PROGRAM ORIENTATION

Before enrolling in the FSS Program all applicants must participate in an FSS Program orientation on either a group or individual basis (which may be held in person and/or virtually). It is the participant's decision whether they attend an orientation before applying to the program, while on the FSS waiting list or when they are ready to enroll in the program. The orientation will include a review of THA's FSS Program with additional discussions surrounding the following:

- Services offered to program participants,
- Participant expectations,
- An introduction to the FSS Escrow Account,
- Requirements to complete the FSS program, and
- The voluntary nature of the FSS program.

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**Chapter 8**

INCENTIVES TO ENCOURAGE PARTICIPATION

CERTIFICATION OF COORDINATION

In order to avoid duplication of services, THA certifies the services and activities associated with its FSS program have been coordinated with HUD, local public agencies including the City of Tyler and the Workforce Solutions East Texas, and private and non-profit service providers, including members of the PCCs, to avoid duplication of services and activities.

As part of the FSS program, THA offers incentives to encourage participation and enhance the participant's ability to achieve self-sufficiency. Some of these incentives are described below.

THA will establish an FSS Escrow Account for each eligible participating family in accordance with HUD guidelines as a financial incentive for program participation. Please see the Escrow Account section for more detailed information on this program incentive and how it can help assist clients in reaching their self-sufficiency goals financially while not only currently enrolled and participating in the FSS program but also after they have successfully completed the program.

Incentives for HCV participants participating in THA's FSS Program include, but are not limited to:

- Access to a variety of referrals for education,
- Job training and employment support,
- Access to financial management classes and comprehensive credit counseling,
- Access to credit reports and scores throughout enrollment in the program,
- Access to GED/HS Diploma preparation services through community partners and free GED testing.

THA will enroll all FSS Head of Household, Spouse, Co-Heads and adult family members 18 (eighteen) years and older (not currently enrolled as a full-time student) in Workforce Solutions East Texas' Job Seeker/ Work Search Program. Families will receive notification to register in Job Seeker/ Work Search Programs and activities, which must be completed within 90 (ninety) calendar days of the date the letter is uploaded through Assistance Check and/or mailed.



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This Program includes but is not limited to following workshops (which may be in person and/or virtually):

- Effective Job Search,
- Creating an Attention-Grabbing Resume,
- Interviewing Preparation,
- Taking Initiative and Remaining Focused,
- Dependability,
- Problem Solving, etc.

Registration of each FSS participant in Texas Workforce Commission's Work-in-Texas.com online job search matching system is also a component of the work search program and verification of attendance in job readiness sessions and/or work search is required. If Social Security or SSI is received by any of the required participants, attendance is not required but may choose to participate. If required household members do not attend as required and are not present, the COP may be terminated which will result in an unsuccessful completion of the FSS Program. All final decisions will be made by the Housing Manager and/or Housing Eligibility Supervisor on a case-by-case basis.

If FSS participants are interested in pursuing Homeownership, FSS clients have a wide network of services available that assist with everything from homebuyer education to down payment assistance programs. FSS participants also have a number of personal incentives for involvement, including structured goal planning; greater opportunity to increase their standard of living; an enhanced support system; etc. Please note that many of these incentives are contingent upon available funding and are therefore subject to change.

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**Chapter 9**

CONTENTS OF THE CONTRACT OF PARTICIPATIONS

**Individual Training and Services Plan**

There will only ever be one FSS contract of participation (CoP) at any time for each FSS family. As part of the required contents of the FSS contract of participation (CoP), the individual training and services plan (ITSP) will be used to assist in establishing specific interim and final goals by which THA and the family measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient.

Interim and final goals will differ depending on the family's individual needs. Regulations require the establishment of a final goal that includes both employment for the designated head of the FSS family and independence from welfare assistance for all family members regardless of age.

THA and the family may mutually agree to modify this contract or any incorporated ITSP in accordance with 24 CFR parts 887 and 984, as applicable.

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## Chapter 10

ACTIVITIES AND SUPORTIVE SERVICES

FSS Program participants have access to an extensive network of activities and supportive services to assist with the goal of becoming more self-sufficient. Some of the activities and services are administered and offered directly by/through FSS staff, program partners, community agencies and other entities through referrals. The following list of activities, services and service providers reflect the current situation; however, these are subject to change as the FSS program and other agencies adapt to changing situations:

- **Case Management, Advocacy, and Referrals:**
  A family participating in the FSS Program will be in regular contact with a case manager to develop and carry out the Individual Training and Services Plan (ITSP). The case manager (CM) will provide ongoing supervision of the participant's progress and act as an advocate to empower families toward self-sufficiency. In addition, the case manager will facilitate and monitor other agency involvement and track participant progress on a regular basis.

- **Employment:**
  Workforce Solutions East Texas (WSET)
  Vocational Rehabilitation Services (VRS)
  People Attempting To Help (PATH)
  Handup Network
  Community Action Program's Employment Readiness Program

- **Education:**
  Adult Basic Education programs with Literacy Council of Tyler
  Tyler Junior College (TJC), Texas College (TC) and the University of Texas at Tyler (UTT)
  Hispanic Center
  Pell Grant application and Federal Application for Student Aid (FAFSA)

- **Childcare Resources:**
  Child Care Services through Workforce Solutions East Texas



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Tyler Independent School District (TISD) Head Start Program
Mentoring Minds

- **Financial Management:**
  Financial Management Workshops by partnering financial institutions
  Individual Development Account Program
  Volunteer Income Tax Assistance

- **Homeownership:**
  Habitat for Humanity
  Home Start Programs with lending institutions
  Neighborhood Assistance Corporation of America (NACA)

- **Health Services:**
  Women Infants and Children (WIC)
  Department of Health and Human Services (HHSC)
  Vocational Rehabilitation Services (VRS)
  East Texas Center for Independent Living (ETCIL)
  Cenikor
  Parent Services Center (PSC)
  Lifetime Health Center (LHC)
  BCFS Health and Human Services/ Transition Center
  East Texas CARES Resource Center
  Special Health Resources (SHR

- **Crisis Management / Emergency Assistance:** Housing Retention Program
  East Texas Crisis Center (ETCC)
  Community Action Program (CAP)
  Salvation Army

- **Transportation:**
  City of Tyler Transit
  GoBus
  NDMJ Transportation/ Taxi Service
  Tyler Cab

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**Chapter 11**

METHOD FOR IDENTIFICATION OF FAMILY SUPPORT NEEDS

Participants in the FSS Program work closely with the FSS Coordinator and HCV Housing Specialists to identify family needs in a holistic manner and to develop an Individual Training and Services Plan (ITSP), which is an attachment to the Contract of Participation (COP). The ITSP identifies the final goals the participant will complete while enrolled in the program and the interim goals and activities that will be included in reaching those goals. During the first meeting with a new FSS participant, the FSS Case Manager will complete the FSS Needs Assessment with the client. This assessment helps the Case Manager and participant begin the goal setting process. The FSS Case Manager will assist the participant in setting specific, measurable, attainable, realistic, and timely (SMART) goals. The Head of Household (HOH) is required to complete and sign the Contract of Participation (COP), the Individual Training and Services Plan (ITSP) and any related documents.

While on the FSS Program a client must work with their FSS case manager to report progress towards their ITSP goals within the timeframes indicated. The FSS Case Manager will assist the clients to locate and secure resources available in the community to assist them with their goals and will help navigate barriers to completing the goals whenever possible. The FSS Coordinator will track this progress with the FSS Progress Report Form. Each time this FSS Progress Report Form is completed with a participant, it serves as an internal needs assessment to continue helping the participant and the FSS Coordinator identify new and/or existing needs as they relate to their goals of self-sufficiency.

THA's FSS Program understands that throughout the course of the FSS Program a participant's priorities and goals may change; therefore, the program allows changes to be made to the ITSP as the Contract of Participation is carried out. Changes to an ITSP goal, including cancellation of that goal entirely, must be signed by the client, FSS Coordinator and Housing Manager before being considered as valid. All proposed changes to a participant's ITSP will be evaluated on a case-by-case basis and THA's FSS Program will have the final authority in the approval or denial of a change to an ITSP goal.



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The "Family Self-Sufficiency" Head of Household (not necessarily the Head of Household on the HCV case) is the only family member required to have an ITSP while on the FSS program; however, other adult household members - anyone in the home 18 (eighteen) years and older - can choose to work with an FSS Case Manager to create an ITSP. This secondary ITSP does not have the same employment requirements; however, all goals do not have to be completed within the designated timeframes for other household members who have chosen to participate.

In accordance with HUD guidelines the Head of Household on the FSS Contract of Participation will not always be the same as the Head of Household for the purposes of housing assistance. HUD guidelines 24 CFR 984.303(a) eligibility for program enrollment may include any adult member of the household (Head of FSS Family) as designated by the family. The following must be on record:

- One CoP per family,
- ITSP for as many members of the family as wish to participate,
- Escrow goes to the designated FSS Head of Household ~~person~~ who signs the CoP.

*24 CFR 984.103 Head of FSS family means the designated adult family member of the FSS family who has signed the CoP. The head of FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent.*

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**Chapter 12**

FSS ESCROW ACCOUNT

An FSS Escrow deposit is calculated based on an increase in earned income from the beginning of the clients FSS COP. The household's "family rent" is calculated in the COP. In general, an increase in the family's earned income after enrolling in the FSS program that leads to an increase in the household's "family rent" (as compared to the original figure in the COP), generates the beginning of escrow earning.

Escrow credit calculations are made whenever THA conducts an interim or annual re-examination during the COP. The FSS program will notify a participant if he/she begins to earn escrow in the program. THA will credit escrow accounts monthly; these credits will be effective on the 1st (first) day of the month when credited. THA will provide all current FSS participants with an escrow statement reflecting the current balance, deposits and withdrawals in the participant's escrow account each quarter. Interest amounts on escrow balances will be calculated and applied at the end of the program year (calendar year).

Interim Disbursement of the escrow account:

THA's FSS Program allows clients to receive interim disbursements from their escrow accounts in accordance with the following guidelines:

- Participants in the FSS program with a positive escrow balance will be allowed to request money from their escrow accounts prior to the completion of their COP,
- Requests for interim disbursements must be related to one or more goals articulated in the participant's ITSP,
- The participant must demonstrate how they are progressing towards the goal(s) before being approved for an interim disbursement,
- Acceptable progress towards the goal(s) will be determined by the FSS Coordinator, Program Manager and Department Director while the participant's complete Application for Interim Disbursement is reviewed,



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- Participants will not be allowed to withdraw escrow funds in excess of 1 (one) time per FSS program year and not exceed 20 (twenty) - 40 (forty) percent of a participant's total escrow balance (actual amounts/percentages of requests for early escrow withdrawal will be reviewed on a case-by-case basis and approved by the FSS Coordinator, Program Manager, Department Director),
- Early Disbursements will be made directly to the participant; however, documentation is required of the participant to validate the disbursement was made to the appropriate vendor. Receipts and additional documentation is required to be submitted to the FSS Coordinator.

The decision to release escrow funds will be made by consensus of the FSS Coordinator, Program Manager and Department Director.

The FSS program reserves the right to request that a participant complete a budget and/or provides additional documentation prior to making a decision on the participant's interim disbursement request.

Interim disbursement checks are cut directly to the FSS Participant; it is each participant's responsibility to submit documentation (i.e., receipts) to their FSS Coordinator to verify the funds were spent as intended on the Application for Interim Disbursement. An FSS Program participant will not be eligible to receive future interim disbursements from their escrow account and the interim disbursement will be deducted from the final escrow payment if proper documentation is not received.

Reduction of amounts due by FSS Family (24 CFR 984.305):

If the FSS family has not paid the family contribution towards rent or other amounts, if any, due under the public housing or Section 8 (eight) -assisted lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to THA in the Section 8 (eight) FSS program) before prorating the interest income. If the FSS family has fraudulently under-reported income, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

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Porting the escrow account:

In accordance with HUD guidelines, THA's FSS program allows HCV FSS clients who port their FSS COP to port their FSS escrow accounts as well, if the receiving housing authority:

- Absorbs the voucher, and
- Currently administers/offers an FSS program.

In some cases, the receiving housing agency/ authority may not absorb the voucher; therefore, THA will continue administering the voucher. In this situation, THA's FSS Program staff will review the participant's progress and determine if he/she has completed his/her goals at the time of porting.

If the participant has made progress, sustained and/or completed his/her goals, THA will:

- Follow the escrow payout procedure and disbursement (see Chapter 11: FSS Escrow Account) and pay out the escrow balance to the participant (if completion criteria is met), and
- End the participants' COP

Upon THA's FSS Program staff's review of the participant's progress and determines that he/she has not completed his/her goals at the time of porting and the participant has not made progress, sustained and/or completed his/her goals, THA will:

- Forfeit the participant's current escrow balance, and
- End the participant's COP

Final Disbursement of the escrow account:

Final disbursement of the FSS Escrow Account will be made to the FSS Head of Household when the participant completes the COP and can verify that no one in the household is receiving welfare, as defined by FSS guidelines (see Chapter 12: Contract Completion section below for more information and THA's FSS Program's definition of welfare). Disbursements will be processed within 180 days from the date of program completion.

A Welfare Verification Form will be sent to the Health Human Services Commission (HHSC) to validate that no household member has received recurring Temporary Assistance to Needy Families (TANF) - cash assistance at the time of graduation and

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completion of the Contract of Participation and ITSP goal plan ~~for 12 (twelve) consecutive months~~. If the form is not returned within 14 (fourteen) business days, the FSS participant can sign a self-attestation form validating that no household member has received recurring Temporary Assistance to Needy Families (TANF) ~~– cash assistance for 12 (twelve) consecutive months~~.

The Final Disbursement check will be made payable to the current Head of Household receiving the housing assistance, which is determined in accordance with HUD guidelines. There are no requirements or stipulations on the participant's use of the final disbursement funds. Any outstanding debt(s) owed by the participant to THA will be debited from the escrow account before the final escrow is paid out.

Forfeiting of the Escrow Account:

If the FSS COP is terminated, the balance of the participant's FSS escrow account will be forfeited in accordance with HUD guidelines. In the case of escrow forfeiture, clients will not be responsible to "pay back" any interim/previous disbursements of their escrow account received while enrolled in THA's FSS Program.

It will be at THA's discretion on how FSS forfeited funds will be used; however, FSS forfeited funds cannot be used towards the following:

- Settling debts owed by the family to the PHA,
- Salary and fringe benefits FSS Program Coordinators,
- General administrative costs of the FSS Program (HAP expenses, operating funds), etc.

Examples of FSS forfeited funds may include but not limited to the following:

- Support services for FSS participants in good standing –
  - Transportation,
  - Child Care,
  - Training Fees,
  - Testing Fees,
  - Employment preparation costs,
  - Other costs related to achieving obligations outline in the COP.
- Training for FSS Program Coordinate –
- Supporting activities to assist participants pursue any goal included in their COP either specifically or as a group.



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Such requests by participating FSS families should be submitted in writing to the FSS Program Coordinator in advance. The review and approval process will mirror the interim disbursement of the escrow account process (see chapter 12).

Succession to FSS account (24 CFR 984.305)**:**

If the head of the FSS family ceases to reside with other family members in the public housing or the Section 8 (eight)-assisted unit, the remaining members of the FSS family, after consultation with the PHA, shall have the right to designate another family member to receive the funds in accordance with paragraph (c) (1) or (2) of this section.

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**Chapter 13**

CONTRACT COMPLETION

~~In order to~~To complete the FSS COP and receive the balance of the FSS Escrow Account, the FSS Family must meet the following criteria. The FSS family Is required to:

- Fulfill those CoP obligations to which the participating family has committed itself under the contract of participation no later than 5 years after the first re-examination of income after the execution date of the CoP.
- Maintain suitable employment (Please read the FSS Program's definitions of the word 'suitable' below),
- Must verify that no one in their household has received welfare by the end of the contract term (Please read the FSS Program's definitions of the word 'suitable' and 'welfare' below),
- Complete all goals listed on the ITSP within the designated timeframes (including the Head of FSS Household and any additional adult family members who created an ITSP),
- Apply and be approved for their Final Disbursement from their escrow account by providing any additional information requested and/or completing the forms below:
    - Final Disbursement Application,
    - Employment Verification Form
    - Compliance with the lease
    - Documentation required to verify completion of goals.

- ~~The family's income is effective at or above 30 (thirty) percent of the fair market rent (FMR) for their qualifying unit size.~~
- Maintain suitable employment (Please read the FSS Program's definitions of the word 'suitable' below),
- Must verify that no one in their household has received welfare assistance at the completion of the contract term ~~for the previous 12 (twelve) months~~ (Please read the FSS Program's definitions of the words 'suitable' and 'welfare' below),
- The Head of Household and any additional adult family members who created an ITSP must complete all goals listed on the ITSP within the designated timeframes. The complete application will be reviewed by the FSS team for approval.

The complete application will be reviewed by the FSS team for approval.

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In Contract Completion type (b), it is possible to complete the COP and not be eligible for a final escrow disbursement. If a participant is above 30 (thirty) percent Fair Market Rent (FMR) and a member of the household is still receiving welfare, the participant will complete their contract of participation when the income changes take effect; however, the head of household will not be eligible to receive their final escrow balance payout. This is due to the fact that welfare assistance continues to be received, as defined below.

Definitions:

Suitable-

THA's FSS Program defines "suitable" employment as a lawful activity that falls into at least 1 (one) of the following categories:

- Employment which is verifiable for a specified amount of hours/weeks at the current State of Texas minimum wage as specified/determined by the Department of Labor (DOL).

  Employment must be with 1 (one) or more established, legitimate business(es).
- Self-employment which is verifiable and reflects net earnings (after business expense deductions) for a specified amount of hours/weeks at the current State of Texas minimum wage as specified/determined by the Department of Labor (DOL).
- Contracted or commission employment may be considered if it meets the hourly/income requirement, is verifiable and is being declared for tax purposes.

  These cases will be staffed on an individual basis for approval.
- Reasonable Accommodation for Disabled Individuals:
  Requests for a reasonable accommodation to the FSS program's definition of "suitable" must be submitted in writing prior to program completion.

  The statement must be supported by a written statement from the individual's certified medical provider, which is required to include a recommendation from the medical provider as to a specific number of hours that the individual is able to work per week.

  The FSS program will consider the number of hours specified by the medical provider when determining the hours required for the client to be "suitably" employed.



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In addition to the above listed criteria, “suitable” employment will be determined by THA’s FSS staff after consulting with the Head of Household and will be determined based on the specific skills, education and job training of the participant and available job opportunities in the area.

Welfare-

HUD defines welfare specifically for the FSS program in its guiding documents. It is defined as income assistance from Federal or State welfare programs and includes only cash maintenance payments designed to meet a family’s ongoing basic needs. It does not include Food Stamps, Social Security payments, Medicaid, or similar benefits. In addition, HUD clarified in Public and Indian Housing (PIH) Notice 2007-20 that “child only” or “non-needy” Temporary Assistance to Needy Families (TANF) grants “do not qualify as welfare assistance under FSS regulations.”

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**Chapter 14**

CONTRACT EXTENSIONS

The initial term of the COP is 5 (five) years but in rare circumstances the contract may be extended for up to 2 (two) additional years. Requests for an extension of the contract will be evaluated on a case-by-case basis to see if "good cause" exists for granting an extension. In general "good cause" means a circumstance beyond the family's control and that directly prevents the participant from meeting the obligations of the contract.

Such causes may include:

- Serious illness,
- Injury in the immediate family,
- Involuntary loss of employment.

An extension - based on good cause reasons or circumstances - may also be granted to allow the family to meet the interim goal of remaining off welfare (as defined above) by the end of the contract term. Extensions will not be granted for loss of employment due to the lack of performance on the part of the FSS participant.

All requests for extension must be submitted prior to expiration of the COP by completing the Extension Request Form. Participants will be notified in writing within 10 (ten) business days of THA's decision and may request an informal hearing if they disagree with the decision (see Hearing Procedures section for additional information).

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**Chapter 15**

CONTRACT TERMINATION

A participant's Contract of Participation with THA's FSS Program may be terminated under the following circumstances:

- If the family withdraws from the FSS Program,
- Mutual consent of both parties (THA's FSS Program & the Head of the FSS Household on the Contract),
- The failure of the FSS family to meet its obligations under the contract of participation without good cause. In general, this will be determined on a case-by-case basis by FSS personnel to determine if there is "good cause" for not meeting the contract obligations. In general, "good cause" means a circumstance beyond the family's control that directly prevents the participant from meeting the obligations of the contract,
- If an act occurs that is inconsistent with the purpose of the FSS Program,
- If a client fails to report progress to their FSS Coordinator at least semi-annually. The Progress Report Form will serve as documentation and will constitute compliance with reporting participant progress. In the event the participant cannot be contacted for a report on progress, the case manager will mail the participant a Final Notice describing what action is needed of them to avoid contract termination. In the event that the participant does not comply with the actions outlined in the Final Notice the contract of participation will be terminated,
- If the participant's housing assistance is terminated,
- If the HCV FSS participant ports their voucher to another jurisdiction and enters into an FSS Contract in their new jurisdiction, the current FSS COP with THA will be terminated. THA's FSS program will not require a 12 (twelve) month period on THA's FSS Program before honoring a port; the participant may port their HCV FSS contract at any time and FSS Case Managers will make an effort to assist them in this process.

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In the case of a participant's Contract of Participation being terminated:

- All escrow money held on the family's behalf will be forfeited in accordance with HUD regulations (Exception: please see Chapter 11: FSS Escrow Account, "Porting the Escrow Account" section for additional information on how a participant's escrow may be held by THA if the participant ports their FSS contract, but their voucher is not absorbed by the receiving housing agency/ authority),
- The participant will receive a written notice stating the reason for their termination from the FSS Program and advising them of their right to request a Fair Hearing.

THA's FSS Program uses termination of the COP as the only corrective action for the failure to comply with family obligations defined in the COP. This program will not terminate supportive services obtained for the client or terminate an HCV participant's housing assistance if a participant is terminated from THA's FSS Program.

Termination from THA's FSS program for any reason does not preclude a client from future participation in THA's FSS program. THA has a 5 (five) year waiting period to re-enter into the FSS Program. The regular application process will be followed which may include being placed on a waiting list (if applicable).

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**Chapter 16**

COMPLAINTS AND APPEALS

The process and procedures for complaints and appeals used by Tyler HCV Administrative Plan will apply.

Grievance Procedures

THA's FSS Program will make efforts to resolve any and all grievances of FSS participants in accordance with the policies outlined in this Action Plan, current HUD regulations for the HCV program, FSS program and THA's current Administrative Plan. In the unlikely event that a grievance is not resolved an FSS program participant can request a hearing in accordance with the grievance procedures for the type of housing assistance the participant receives from THA by calling (903) 531-1303.

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**Chapter 17**

APPENDIX

Definitions:

**Case Manager:** The staff responsible for FSSP related activities and participant adherence to the goals and objectives identified for the participants as well as the overall program.

**Certification:** A written assertion based on supporting evidence, provided by the FSS family or the HA, as may be required under this part, and which: (1) shall be maintained by the HA in the case of the family's certification, or by HUD, in the case of the HA's certification; (2) Shall be made available for inspection by HUD, the HA, and the public, as appropriate; and (3) Shall be deemed to be accurate for purposes of this part, unless the Secretary or the HA, as applicable, determines otherwise after inspecting the evidence and providing due notice and opportunity for commitment.

**Contract of Participation (COP):** A contract entered into between a FSS Family and the HA office that sets forth the terms and conditions governing participation in the Family Self-Sufficiency Program. Includes all individual training and services plans.

**Earned Income:** Income from wages, tips, salaries, other employee compensation, and any earnings from self-employment. Does not include any pensions or annuity, transfer payments, any cash or in-kind benefits or funds deposited in or accrued interest on the FSS escrow account established by a HA on behalf of a participation family.

**Enrollment:** The date that the FSS family entered into the Contract of Participation with the HA which is the first day of the month following the date signed.

**Escrow Account:** An account established for the FSS family during its participation in the FSS Program. The HA will credit this account a portion of the increase of rent paid that would otherwise result from increases in earned income during the term of the Contract of Participation.

**Essential Service:** A necessary service which must be available before an FSS family can take advantage of other services being offered.



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**FSS (Family Self-Sufficiency):** A program established by a HA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to those families.

**FSS Family or Participating Family:** A family that receives assistance under the Housing Choice Voucher Program that elects to participate in the FSS Program and whose designated head of the family has signed the Contract of Participation.

**FSSP (Family Self-Sufficiency Program):** A program established by a HA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to those families.

**FSS Program Coordinator:** The person(s) who runs the FSS Program. The person(s) may be responsible for duties including to but not limited to performing outreach, recruitment, and retention of FSS participants. In addition, the person(s) must administer FSSP related activities and monitor participant adherence to the goals and objectives identified for the participants as well as the overall program.

**FSS Slots:** Refer to the total number of Housing Choice Vouchers that comprise the minimum size of a HA's respective HCV FSS program.

**Head of Family:** The adult member of a participating family who is designated as head of household for purposes of determining income eligibility, and accountability for meeting program goals and objectives.

**HOH (Head of Household):** The adult member of a participating family who is designated as head of household for purposes of determining income eligibility, and accountability for meeting program goals and objectives.

**HUD:** The Department of Housing and Urban Development or its designee.

**Individual Training and Support Services Plan (ITSP):** A written plan that is prepared for the head of the FSS family and each adult member of the FSS family who elects to participate in the FSS program by HA in consultation with the family member. This plan will outline goals and objectives which are to be achieved by each FSS participating family during program participation.

**PIH:** The Office of Public and Indian Housing (PIH)



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**Program Coordinating Committee (PCC):** An advisory board of representatives from the public and private sectors which assist in developing the Action Plan and implementing the program.

**Service Provider Agreement:** The Memorandum of Understanding which is executed between the HA and an agency/organization which outlines the ranges of services which are to be provided to FSS Program participants and their families by that agency/organization.

**Support Services:** Services that the HA will make available or cause to be made available to an FSS family under the terms of the Contract of Participation.

**THA:** Tyler Housing Agency

**Welfare Assistance:** Income assistance from Federal or State welfare programs and includes assistance provided under the Aide To Family With Dependent Children (AFDC) Program, Supplemental Security Income (SSI) that is subject to an income eligibility test; Medicaid, food stamps, general assistance or other assistance provided under a Federal or State program directed to meeting general living expenses, such as food, health care, child care; but does not include assistance solely directed to meeting housing expenses and does not include transitional expenses provided to JOBS participants. For purposes of the FSS program only, income assistance from federal or state programs and includes only cash maintenance payments designed to meet a family's ongoing basic need.

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Tyler Housing Agency

# Housing Choice Voucher Program

# Administrative Plan

Revised: ~~October 1, 2023~~March 1, 2024

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Upon request Tyler Housing Agency makes accommodations for persons with disabilities.

# Tyler Housing Agency

Neighborhood Services Department
900 West Gentry Parkway
Tyler, Texas 75702

**CONTACT INFORMATION**

Office Number: (903) 531-1303

Office Fax Number: (903) 531-1333

Website: www.cityoftyler.org

**DAYS & HOURS OF OPERATION**

Monday - Thursday

8:00 a.m. – 5:00 p.m.

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# Tyler Housing Agency Administrative Plan

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## CHAPTER 1

## STATEMENT OF POLICIES AND OBJECTIVES

### INTRODUCTION

The Section 8 Program was created by the Housing and Community Development Act of 1974 and amended by the Housing and Community Development Act of 1981, the Housing and Urban-Rural Recovery Act of 1983, the Technical Amendments Act of 1984, and the Housing and Community Development Act of 1987. The change of assistance from the Section 8 certificate and voucher program to the Housing Choice Voucher (HCV) Program started October 1, 1999. All rental vouchers and over-FMR certificate tenancies became subject to requirements of the Housing Choice Voucher Program. This was possible because the housing choice voucher program was modeled on these programs, and the housing assistance payments contracts for those tenancies allowed for changes in computing unit subsidy and family share of rent based upon HUD program rules.

Administration of the Housing Choice Voucher Programs are the responsibilities of the City of Tyler local government. Housing Choice Voucher Program (HCVP) staff shall be in compliance with the personnel policy of the City of Tyler, the Equal Opportunity Plan, and the Housing Choice Voucher Operations/Procedures Manual. All Federal, State, and Local housing laws will be followed and the PHA will comply with Fair Housing Regulations.

### LEGAL JURISDICTION

The Public Housing Agency (PHA) of the City of Tyler jurisdiction shall include the City's corporate limits, and extend to its extraterritorial jurisdiction, which includes Smith County, Texas (not within the territorial boundaries of another municipality with a Housing Agency that administers an HCV program. For further information on Legal Jurisdiction, please refer to Appendix A.

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### A. MISSION STATEMENT

To provide affordable housing opportunities for low-income households in Smith County in an environment that preserves personal dignity and in a manner that maintains the public trust.

### B. LOCAL GOALS [24 CFR 982.1]

~~B.~~

1. PHA Goal: Expand the supply of assisted housing.

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Objective: Increase housing choices for families and individuals, and

2. PHA Goal: Increase assisted housing choices.
Objective: Balance service delivery in all housing market areas.

THA will continue to actively pursue opportunities to expand housing choices for families and individuals. THA will continue to develop Community Partnerships and collaborate with local government, developers, financial institutions, etc. to expand and increase housing opportunities. THA will focus on the following:

A. Development of Partnership with the City of Tyler's Development Center by promoting incentives to local area builders for building decent and affordable homes for low to moderate-income families.
   a. The incentive program provides incentives for builders to build homes in certain areas of the city. Incentives include:
      - Waiver of re-zoning fees,
      - Waiver of plat fees,
      - Waiver of water and sewer tap fees, and
      - Waiver of building permit fees.

B. Development of Partnerships with local builders and developers to promote and develop new affordable housing stock to be made available to low to moderate-income families.

C. Development of Partnerships with area financial institutions for financial education, information regarding special financial incentives, and resources to be made available to low to moderate-income families to assist with the purchase of homes. THA will also promote programs that assist low to moderate-income families with down payment and closing cost assistance.

D. THA will seek to increase its voucher allocation by applying for additional vouchers should they become available to support the development of supportive housing.

E. THA will arrange and/or coordinate an owner symposium to recruit new owners and recognize existing participating owners in the HCV Program.

3. PHA Goal: Improve the quality of assisted housing.
Objective: Maintain safe, decent, sanitary units and improve quality of life for residents

THA is founded on the belief that decent, safe, and sanitary housing is central to the physical and emotional health, productivity, and self-esteem of the people it serves.

A. **A newly developed model by the United States Department of Housing and Urban Development (HUD) assesses the conditions of affordable housing. The National Standards for**

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**the Physical Inspection of Real Estate (NSPIRE) is the new physical inspection model designed to promote HUD's stated goal of reducing health and safety hazards in homes.**

**NSPIRE** prioritizes health, safety, and functional defects over appearance and aims to better reflect the true physical conditions of the property. The model encourages sound, year-round maintenance practices to enhance residents' quality of life. Units must meet NSPIRE expectations before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy.

THA will begin performing NSPIRE inspections to meet the criteria for the health and safety of program participants. **NSPIRE** aims to enhance housing conditions and ultimately improve the lives of residents.

B. THA will conduct owner-focused workshops addressing new guidelines, procedures, and or suggestions to ensure program compliance. These workshops will also provide a forum for questions, answers, and guidance on maintaining their assisted units.

4. PHA Goal: Ensure equal opportunity and affirmatively further fair housing.
   Objective: Promote equal housing opportunities.

   A. As a part of the partnership indicated in Section B.2 item (B), THA will work with said partners to access decent and sanitary housing in all areas and continue utilizing partnerships to market the HCV Program to new community developers to create a balanced housing stock throughout the community.

   B. THA personnel who are in direct contact with the public will attend annual fair housing training conducted by HUD and/or facilitated by fair housing professionals. The agency will also promote fair housing practices, host and/or participate in annual fair housing activities, seminars, workshops, events, etc.

5. PHA Goal: Promote self-sufficiency and asset development of families and individuals.
   Objective: Create additional economic independence opportunities for families and Individuals.

THA is dedicated to the promotion of independence and growth of its participants by providing and promoting programs that will assist participants in increasing their earnings and building assets and financial capability.

   A. THA seeks to provide the following:

      a. Structured goal planning,
      b. Access to a variety of referrals for education, financial management classes and comprehensive credit counseling,
      c. Job training and employment support, and assistance with Homeownership.

6. PHA Goal: Efficiently and effectively manage and support agency programs and human resource capital.



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Objective: Streamline and enhance internal operations.

THA will continue to explore methods to become more efficient with day-to-day operations while investing in the growth and development of agency personnel. THA is committed to serving its community and will seek options to capture areas to improve its service delivery and operations.

A. THA will leverage technology and education to assure network and information security while transitioning to more convenient, self-serve options via system automation, electronic fillable forms, online portals, etc.

B. Ensure commitment to customer service while enforcing established laws, regulations policies, and procedures.

C. Hire, retain, and train professional, innovative staff to achieve agency goals.

~~1. PHA Goal: Expand the supply of assisted housing.~~
~~Objective: Increase housing choices for families and individuals, and~~

~~2. PHA Goal: Increase assisted housing choices.~~
~~Objective: Balance service delivery in all housing market areas.~~

~~THA is actively pursuing opportunities to expand housing choices for families and individuals. The THA uses various tools to expand these opportunities including but not limited to the Development of Community Partnerships and Tyler's Housing Infill Program (HIP). To that end, THA has multiple programs planned or underway which are as follows:~~

~~A. Development of Partnership with the City of Tyler's Development Center by promoting incentives to local area builders for building decent and affordable homes for low to moderate income families.~~
~~a. The incentive program provides incentives for builders to build homes in certain areas of the city. Incentives include:~~
~~• Waiver of re-zoning fees,~~
~~• Waiver of plat fees,~~
~~• Waiver of water and sewer tap fees, and~~
~~• Waiver of building permit fees.~~

~~B. Development of Partnerships with the Tyler Area Builders Association, Tyler Area Realtor's Association, Tyler Area Chamber of Commerce, Tyler Metro Chamber of Commerce and Tyler Area Landlord/ Broker Association for the promotion and development of new affordable housing stock to be developed and made available to low to moderate income families.~~

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C. Development of Partnerships with area financial institutions for financial education, information regarding special financial incentives and resources to be made available to low to moderate income families in order to assist with the purchase of homes.

D. Utilization of the City of Tyler's HIP Program that has acquired properties through the Smith County Tax Foreclosure process. These properties are available for purchase, often at a substantially reduced price, to qualified individuals that may include developers, builders and low to moderate-income families. Priority is given to projects that intend to revitalize neighborhoods, provide affordable housing, and stimulate economic development in the City of Tyler.

3. PHA Goal: Improve the quality of assisted housing.
Objective: Maintain safe, decent, sanitary units and improve quality of life for residents living in public housing developments.

THA is founded on the belief that decent, safe, and sanitary housing is central to the physical and emotional health, the productivity, and the self-esteem of the people it serves.

A. THA is an active member of East Texas Human Needs Network's (ETHNN) Housing Council, which conducts community needs assessments related to homelessness, affordable housing, etc. One of the projects includes coordinated efforts with other entities to assist renters and tenants with the opportunity to attend specific courses that address maintaining a home, housekeeping skills, etc.

B. A resource library will be created on THA's website for the purpose of providing information on how to properly clean, maintain and care for housing units.

C. Housing Choice Voucher (HCV) program regulations set forth basic Housing Quality Standards (HQS), which all units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy. THA will continue to perform HQS inspections to meet the criteria for the health and safety of program participants. THA will also participate in the Uniform Physical Condition Standards for Vouchers (UPCS-V) pilot program, which focuses on enhancing the accuracy, consistency, and objectivity of the inspection process, and provide more information about the condition of individual housing units.

4. PHA Goal: Ensure equal opportunity and affirmatively further fair housing.
Objective: Promote equal housing opportunities.

A. As a part of the partnership indicated in Section B.2 item (B), THA will work with said partners to access decent and sanitary housing in all areas and continue utilizing partnerships to market the HCV Program to new community developers in order to create a balanced housing stock throughout the community.

B. Conduct ongoing fair housing training by professionals that is attended by all agency employees who are in direct contact with the public.

5. PHA Goal: Promote self-sufficiency and asset development of families and individuals.
Objective: Create additional economic independence opportunities for families and Individuals.

THA is dedicated to the promotion of independence and growth of its participants by providing and promoting programs that will assist participants in increasing their earnings and building assets and financial capability.

A. THA seeks to provide the following:

a. Structured goal planning;

b. Access to a variety of referrals for education.
- GED/HS Diploma preparation services through community partners and free GED testing,
- Literacy Assistance,
- College readiness
  1. FASFA,
     a. Applying for college grants,
  2. SAT Preparation testing,
- Business start-up;

c. Access to financial management classes and comprehensive credit counseling
- Access to credit reports and scores throughout enrollment in the program;

d. Job training and employment support
- Effective Job Search,
- Creating an Attention-Grabbing Resume,
- Interviewing Preparation,
- Taking Initiative and Remaining Focused,
- Dependability,
- Problem Solving;

e. Assistance with Homeownership
- Homebuyer education,
- Referrals to down payment assistance programs.

6. PHA Goal: Reconfigure existing facility and update equipment and software.
Objective: Create an environment for citizens and employees that is safe, decent, sanitary and that combats the spread of contagious viruses.

Spray released by speaking is believed to be particularly likely to spread viruses; therefore, auditory, and visual privacy must take on deeper importance and an increased priority.

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~~A. The most important and immediate measure THA will take is to reduce density of citizens and employees in one area. THA will explore bringing citizens and clients into the office (by appointment only) and into low-trafficked side rooms, pods or staging areas as opposed to routing deep into the office for meetings and gatherings. Signage markings will be posted announcing adjusted maximum occupancy levels.~~

~~B. THA will explore new technologies (software, equipment, etc.) allowing for virtual involvement and interaction between citizens and personnel. Hands-on team meetings, trainings, etc. may also be broken up into virtual and physical components, where only a limited number of persons gather in conference rooms and the others tune in and/or participate virtually from other locations throughout the facility and/or even remotely.~~

~~C. Rather than investing in costly remodels THA will explore reconfiguring existing spaces in order to keep citizens and departmental personnel safe while also giving them the peace of mind as the agency basically plans for COVID-19 to be a potential part of our lives and the manner in which we provide services. Additional mitigation will be posted and can be found online (www.cityoftyler.org).~~

**C.** Housing Opportunity through Modernization Act of 2016 (HOTMA)

On February 14, 2023, the Department of Housing and Urban Development (HUD) published a Final Rule in the Federal Register implementing Sections 102, 103, and 104 of the Housing Opportunity through Modernization Act of 2016 (HOTMA). The provisions under Section 103 are discussed in HHA's Admissions and Continued Occupancy (ACOP) Policy, as they relate to public housing residents. The provisions under Sections 102 and 104 are to be effective January 1, 2024, unless otherwise modified by HUD.

*As of the date of this Administrative Plan, THA is awaiting further guidance from HUD regarding the implementation of these provisions and related requirements. THA will update its policies throughout this Plan to incorporate HOTMA requirements according to applicable guidance. THA will also update this Plan and its policies as needed to reflect any subsequent guidance released by HUD pertaining to HOTMA, the Final Rule, and other related regulatory requirements. THA will comply with the HOTMA Final Rule and all requirements, except for policies that have been waived by THA pursuant to an authorization by HUD.*

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## ~~D~~C. PURPOSE OF THE PLAN

The overall plan for the Housing Choice Voucher Program is designed to achieve 4 (four) major objectives:

1. To provide improved living conditions for very low - income families while maintaining the rent payments at an affordable level,
2. To promote freedom of housing choice and partial de-concentration of lower income and minority families,
3. To provide decent, safe, and sanitary housing for eligible participants, and



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4. To provide an incentive to private property owners to rent to lower income families by offering timely housing assistance payments, and counseling to tenants on obligations under lease.

The purpose of the Administrative Plan is to establish policies for items which are not covered under Federal regulation for the Housing Choice Voucher Program. The Plan covers both admission and continued participation in the Housing Choice Voucher Program. Changes to the Plan will be forwarded to the Department of Housing and Urban Development (HUD) for final approval. The City of Tyler Housing Choice Voucher Program is responsible for complying with all subsequent changes HUD regulations pertaining to these programs. If such changes conflict with this Plan HUD regulations will have precedence.

## ~~D.~~ E. ADMINISTRATIVE FEE RESERVES

The Housing Services Manager is authorized to approve the use of funds in the administrative fee reserve at a maximum amount of $200,000.00 without specific approval from the PHA City Council.

## ~~E.~~ F. RULES AND REGULATIONS [24 CFR 982.52]

This Administrative Plan is set forth to define the PHA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to HCV Program not addressed in this document are governed by such federal regulations, HUD Memos, notices and guidelines or other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated (Annual Contributions Contract) ACC and all HUD-approved applications for program funding.

## ~~F.~~ G. TERMINOLOGY

The City of Tyler's Housing Choice Voucher Program is referred to as "PHA" or "Tyler's Housing Agency (THA) or "Housing Agency" (HA) throughout this document.

"Family" is used interchangeably with "Applicant", "Participant" or "Consumer" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "Owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

"Non-Citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The Section 8 program is also known as the Housing Choice Voucher Program (HCV).

"HQS" means the Housing Quality Standards required by regulations as enhanced by the PHA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See "Denial



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or Termination of Assistance" chapter.

"Merger date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher programs into the Housing Choice Voucher Program.

See Glossary for other terminology.

## ~~G~~H. FAIR HOUSING POLICY

It is the policy of the City of Tyler HCV Program (hereinafter referred to as the PHA) to comply fully with all Federal, State, and local non-discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The mission of the Office of Fair Housing and Equal Opportunity (FHEO) is to eliminate housing discrimination, promote economic opportunity, and achieve diverse, inclusive communities by leading the nation in the enforcement, administration, development, and public understanding of federal fair housing policies and laws.

The PHA shall not deny any family or individuals the equal opportunity to apply for or receive assistance under the HCV Programs on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, military service, or other non-merit-based factors.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/Local information to voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk.

In addition, any family that claims illegal discrimination which has prevented the family from leasing a suitable unit will be given the Fair Housing Information and Discrimination Complaint Forms and assistance in filing the forms if needed. If appropriate and requested by the family, the Housing Agency may contact the owner or landlord to help negotiate a lease.

The PHA maintains a list of available housing submitted by owners and in all neighborhoods within the PHA's jurisdiction, to ensure "greater mobility and housing choice" to low-income households served by this agency.

Assistance Provided to Applicants and Participants Claiming Illegal Discrimination
If a family believes it has been discriminated against in their search for housing on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, disability (physical or mental), family medical history or genetic information, political affiliation, military service, or other non-merit based factors, they may file a housing discrimination complaint with any HUD Field Office of Fair Housing and Equal Opportunity.
An extension of the family's search time may be adjusted.



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Each briefing packet includes:

1. The housing discrimination complaint form-HUD903
2. The PHA will provide the family with information on how to fill out and file a housing discrimination complaint.

The Housing Agency's office(s) is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD.

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## ~~H~~ REASONABLE ACCOMODATIONS POLICY [24 CFR 100.202]

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It is the policy of this PHA to be service directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the PHA will treat a person differently than anyone else. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting accommodation will be made known by including notices on PHA forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

1. A physical or mental impairment that substantially limits one or more of the major life activities of an individual,
2. A record of such impairment; or
3. Being regarded as having such an impairment

Rehabilitated former drug users and alcoholics are covered under ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals

are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party competent to make the assessment provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal



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access to the housing program.

If the PHA finds that the request accommodation creates an undue administrative or financial burden, the PHA will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the Agency as a whole, the requested accommodation would pose a severe financial hardship on the PHA.

The PHA will provide a written decision to the person requesting the accommodation within 10 (ten) business days**.** If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the PHA's decision.

Reasonable accommodation will be made for persons with disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

**Exception payment standards for providing reasonable accommodation (24 CFR 982.503, 982.505)**

HUD authorized the PHA to approve a payment standard of not more than 120 (one hundred twenty) percent of the Fair Market Rent (FMR) without HUD approval if requested as a reasonable accommodation by a family that includes a person with a disability.

The PHA will need documentation that shows:

- A rent reasonableness analysis was conducted in accordance with the HCVP regulations at 24 CFR 982.507,
- The family requested lease approval for the unit and requested an exception payment standard as a reasonable accommodation, and
- The unit has features that meet the needs of a family member with disabilities. For example, a unit may be suitable because of its physical features or for other reasons, such as having the requisite number of bedrooms, location on an accessible transit route, or proximity to accessible employment, education, services, or recreation.

**Verification of Disability**

The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

**Applying for Admission**

All persons who wish to apply for any of the PHA's programs must submit an online pre-application. To provide specific accommodations to persons with disabilities, upon request, the



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Housing Agency will partner with a local agency to offer assistance with completing the application online.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. If help is needed at the time of the appointment, then a witness will need to be present. A witness can be a person who has power of attorney over the applicant or another caseworker. Applicants will then be interviewed by PHA staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applicants whether reasonable accommodations are necessary.

## ~~I.~~ J. TRANSLATION OF DOCUMENTS

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In determining whether it is feasible to provide translation of documents written in English into other languages, the PHA will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English and speak the other language,
- Estimated cost to the PHA per client of translation of English written documents into the other language,
- The availability of local organizations to provide translation services to non-English speaking families,
- Availability of bilingual staff to provide translation for non-English speaking families.

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## ~~J.~~ K. MANAGEMENT ASSESSMENT OBJECTIVES

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The PHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

- Selection from the Waiting List,
- Reasonable Rent,
- Determination of Adjusted Income,
- Utility Allowance Schedule,
- HQS Quality Control Inspections,
- HQS Enforcement,
- Expanding Housing Opportunities,
- Payment Standards,



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- Annual Re-examinations,
- Correct Tenant Rent Calculations,
- Pre-Contract HQS Inspections,
- Annual HQS Inspections,
- Lease-up,
- Bonus Indicator Deconcentration

Quality Assurance reviews will be performed by an established Housing Manager or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

- Selection from the waiting list,
- Rent reasonableness,
- Determination of adjusted income,
- HQS Enforcement,
- HQS Quality Assurance

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor. Designated Staff will cross-reference other programs and software related to the HCV program in order to ensure compliance with HUD regulations and program policies.

## ~~K.~~ L. RECORDS FOR MONITORING PHA PERFORMANCE

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In order to demonstrate compliance with HUD and other pertinent regulations, the PHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and/or assess the PHA's operational procedures objectively, accurately and in accordance with SEMAP requirements with internal supervisory audits.

## ~~L.~~ M. PRIVACY RIGHTS [24 CFR 982.551 and 24 CFR 5.212]

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Applicants and participants including all adults in their households are required to sign the HUD 9886 Authorization for Release of Information and other required release forms authorizing HUD and THA to request and obtain information needed to make eligibility and rent determinations, which states the conditions under which HUD will release information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/PHA will release family information.

The PHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

The PHA's policy regarding release of information is:



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1. To release pertinent client information only in accordance with the signed "blanket" release on the application form,
2. To release no information without the signed client release on the individual request for information,
3. To release information on amounts owed to the PHA for claims paid and not reimbursed by client where there is no current Repayment agreement in effect,
4. To release information on amounts owed to the PHA for prior overpayment of assistance where there is no current Repayment agreement in effect,
5. To release information on amounts owed with information concerning past behavior by family members as occupants of assisted or unassisted housing:

    a. The family's current address (as shown in the PHA records)
    b. The name and address (if known to the PHA) of the landlord at the family's current and prior address
    c. Information in the PHA possession about the tenancy history of family members
    d. Information in the PHA possession about drug-trafficking by family members,

6. To release information in accordance with the Personnel Policy.
7. To release information only by the authorization of the Manager or Supervisor of the Housing Program and written consent of the affected party or by court subpoena.

Requests for information must be accompanied by a written release request in order for the PHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law.

**OUTREACH PROCEDURES**

**M.N. FAMILY OUTREACH**

The PHA will continue to publicize and disseminate information, as needed, concerning the availability and nature of housing assistance for very low-income families. Upon execution of an ACC for additional units, the PHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for Very Low-Income families, unless application taking has been suspended according to HUD regulations.

*Notice Requirements*

The Notice must:

- Advise families when applications will be accepted,
- Briefly describe the Housing Choice Voucher Program.

To reach persons who cannot read the newspapers; the PHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

**NO OWNER OUTREACH**



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The PHA issues public invitations to owners as needed to make dwelling units available for leasing by eligible families in accordance with the Equal Opportunity Housing Plan.

The Housing Staff of the PHA continues to make personal contact in the form of formal or informal discussions or meetings with private property owners, property managers, and real estate agencies where rents are possibly within reach of the payment standards for the Certificate Program and all types of rental units for the Voucher Program. Program requirements are explained, and printed material is offered to acquaint the owner/manager with the opportunities available under the program. The PHA maintains a list of interested landlords and their property available for the Housing Choice Voucher Program and updates this list monthly. As inquiries from prospective new owners are called in, program staff requires the owner to submit a standard housing form of the unit's information to make it available to the prospective tenant upon request. The PHA will specifically target those property owners and managers who rental units located outside areas of low-income or minority concentration for personal contacts and invitations to any meetings, encouraging landlord participation.

As an effort to expand Housing Choice Voucher Programs, the PHA may offer to conduct Housing Quality Standard inspections on potential new rental units to the program without a request for tenancy approval submitted.

**0.P. ASSISTANCE TO FAMILIES THAT INCLUDE PERSONS WITH DISABILITIES**

The PHA outreach efforts to reach eligible person with disabilities includes:

- Mobility counseling
- Providing a list of accessible units or other reasonable accommodations, and
- Those owners with accessible units are encouraged to participate in the program.

The PHA takes into account the special problems associated with locating an accessible unit. When required as a reasonable accommodation for a family that includes a person with disabilities, the PHA may establish a higher payment standard and adjust the search time.

**P.Q. Operations and Management**

Paperless Operations.

Waiting List and Occupancy files will be kept electronically. All file documentation will be scanned into housing software. Scanned documents are kept for 30 days and are shredded thereafter.

Assistance Check is the primary, electronic source and method for voucher holders to utilize when communicating with THA along with transmitting and receiving documents during annual re-exams.



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## CHAPTER 2

## ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

### INTRODUCTION

This Chapter defines both HUD and the PHA's criteria for admission and denial of admission to the program. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The PHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

### A. ELIGIBILITY FACTORS [982.201(b)]

The PHA accepts applications only from families whose head or spouse is at least 18 (eighteen) years of age or emancipated minors under State law.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the PHA.

HUD has 5 (five) factors for eligibility:

1. Family Definition -
   Only applicants who meet a PHA's definition of family are eligible,

2. Income limits -
   The household's annual income may not exceed the applicable income limit as established by HUD,

3. Citizenship Status -
   The applicant must meet the documentation requirements of citizenship or eligible immigration status. At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the PHA may provide any financial assistance,

4. Eviction for Drug-Related Criminal Activity -
   Persons evicted from public housing or any Section 8 Program for drug-related criminal activity are ineligible for assistance for at least three years from the date of the eviction,

5. Lifetime Sex Offenders



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Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria. Eligibility factors will not be verified until the family is selected from the waiting list for final eligibility processing and issuance of a Voucher.

**B. FAMILY COMPOSITION** [24CFR 982.201(c)]

A family is either a single person or a group of persons and includes:

- A household with or without children. A child who is temporarily away from home due to placement in foster care is considered a member of the family,
- An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 (sixty-two) years of age; or two or more persons, each of whom are at least 62 (sixty-two), living together; or one or more persons who are at least 62 (sixty-two) living with one or more live-in aides,
- A disabled family, which means a family in which each member or the sole member is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides,
- A displaced family, which is governmental actions, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by Federal disaster relief laws,
- A near elderly family is a family whose head (including co-head), spouse or sole member is a person who is at least 50 (fifty) years of age but below the age of 62 (sixty-two); or two or more persons, who are at least 50 (fifty) years of age but below the age of 62 (sixty-two), living together; or one or more persons who are at least 50 (fifty) years of age but below the age of 62 (sixty-two),
- A remaining member of a tenant family is a family member of an assisted tenant family who remains in the unit when other members of the family have left the unit

  **(A remaining member of the household is required to attend an orientation/briefing and complete the necessary documents including the family obligations form)**
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family,

The family must qualify as a Family. A family must contain a competent adult of at least 18 (eighteen) years of age, or under guardianship in order to enter into a contract and capable of functioning as the head of the household.

**Head of Household**

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under state/local law. Emancipated minors who qualify under State law will be recognized as head of household.



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**Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the non-Citizens Rule, the definition of spouse is the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

**Co-Head**

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent. A co-head does not get an additional bedroom.

**Live-in Attendants**

A Family may include a live-in aide provided that such live-in aide:

- Is determined by the PHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits,
- Live-in aides are not subject to Non-Citizen Rule requirements,
- Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A Live-in Aide may only reside in the unit with the approval of the PHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, health care professional or case worker. The verification provider must certify that a live-in aide is needed for care of the family member.

The PHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8 and the reasonable accommodations section in Chapter 1 of this administrative plan.



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Verification must include the hours the care will be provided.

In accordance with 24 CFR 982.316 at any time, the PHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- 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 in connection with Section 8 or public housing assistance under the 1937 Act.

**Split Households Prior to Voucher Issuance**

When the household is divided and becomes more than one household (e.g., divorce or legal separation), the PHA must determine who is eligible to participate in the program.

The Voucher may be retained by either household if there is mutual consent or a Court stipulated determination of which household retains the Voucher.

Where the PHA must make a determination, the Voucher will be retained by the head of household, except in those situations where one new household is comprised of the head of household as a single, non-elderly nor handicapped or disabled individual and the other new household continues to meet the PHA's definition of family.

If those situations are present, the Voucher will be retained by the household that meets the PHA's definition of family.

In cases, where a family breaks up, the PHA will determine who will retain the rental assistance is as follows:

1. First Priority
   If all adult family members agree as to which household will retain the assistance or there is a Court determination, then the PHA will concur. Care will be taken to determine if any of the family members have been threatened into agreeing to give up the assistance.

2. Second Priority
   An adult family member who will keep at least one dependent from the original household and has received actual or threatened physical violence against them or the dependent, from their spouse or another member of the household, will retain the assistance. In this case, if there are no dependents in the original household, then the family member who received the actual or threatened physical violence will still qualify for this priority. The PHA will use certification from local police, social service agencies, court, clergy persons, physician, or counseling facility as a verification of the actual or threatened violence.

3. Third Priority
   The adult family member who will have the most dependents, from the original household, will retain the assistance.

4. Fourth Priority
   The adult family member who is elderly with a disability or handicap will retain the assistance.

5. Fifth Priority
   The adult family member with a disability or handicap will retain the assistance.

6. Sixth Priority
   The adult family member who remains in the contract unit will retain the assistance

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "domestic violence" preference. The PHA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home (See "Establishing Preferences and Maintaining the Waiting List" chapter).

**Multiple Families in the Same Household**

When the families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

**Joint Custody of Children**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When the parents or relatives are on the Waiting List and both are trying to claim the child, children, the parent/relative whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

## C. INCOME LIMITATIONS

Annual income shall not exceed the Very Low-Income Limit as established by HUD and published in the federal register.

There are three income limits that are used to determine eligibility for the Housing Choice Voucher Program, and a third that is used to ensure that the PHA has met its target for assisting the neediest families in the community.

The very-low-income limits which is set at 50 (fifty) percent of the area median income. The low-income limit is set at 80 (eighty) percent of the area median income.

- Continuously assisted under the public housing or Housing Choice Voucher programs,
- Non-purchasing households in the following homeownership program covered under 24 CFR 284.173,
- Displace as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract.

The extremely low-income limit, set at 30 (thirty) percent of the median income.

The definition of an extremely low-income family includes the definition of a very low-income family whose annual income does not exceed the higher of:



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- The poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved or

- 30 (thirty) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may find such variations are necessary because of unusually high or low family incomes.

- Changes in income will not be processed until after leasing up (post new admissions/ enrollment). Once an applicant has leased up, all changes to income and/or increases in household composition, will be processed accordingly.

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**MANDATORY SOCIAL SECURITY NUMBERS**

If a child under 6 (six) was added to the family in the 6 (six) month period prior to the household's date of admission (or the date of voucher issuance for the HCV program), then documentation verifying the child's social security information need only be supplied within 90 (ninety) days of the date of admission (or, for the HCV program, the effective date of the Housing Assistance Payment (HAP) contract. one additional 90 (ninety) day extension may be added, if the applicant's failure to meet the first timeline was outside his or her control.

Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration.

The PHA will not accept copies of the social security card input regulation information.

**D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS** [24 CFR Part 5, Subpart E]
(check regulation for changes)

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals, who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

- Mixed Families-

  A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

- All members ineligible-

  Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

- Non-citizen students-



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Defined by HUD in the non-citizen regulations at 24 CFR 5.522. Not eligible for assistance.

- Appeals-

  For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

**E. OTHER CRITERIA FOR ADMISSIONS** [24 CFR 982.552(b)]

A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for a serious violation of the lease within the past 3 (three) years.

A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the PHA, including Form HUD-9886.
The PHA will apply to the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

- The family Total Tenant Payment must not exceed the current Payment Standard as set by HUD for the family's eligible unit size in the region.
- The family must not have violated any family obligation during a previous participation in the Housing Choice Voucher (HCV) Program for 5 (five) years prior to final eligibility determination.
- The PHA will make an exception, if the family member who violated the family obligation is not a current member of the household on the application.
- The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before this PHA will allow participation in its HCVP.
- The PHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the section on screening and terminations policy in the "Denial or Termination of Assistance" chapter.
- If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum).

**F. TENANT SCREENING**

Listing a family on the Housing Agency (PHA) waiting list or selecting a family for participation in the program, is not a representation by the Housing Agency to the owner about the family's expected behavior or the family's suitability for tenancy. Owners are permitted and encouraged to screen families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:

- Payment or rent and utility bills.



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- Caring for a unit and premises.
- Respecting the rights of others to the peaceful enjoyment of their housing.
- Drug-related criminal activity or other criminal activity that is a threat to the life, safety, or property of others.
- Compliance with other essential conditions of tenancy.

*PHA Information About Tenant*

**The PHA will give the owner:**

- The family's current address (as shown in the PHA records),
- The name and address (if known by the PHA) of the landlord at the family's current and prior address,
- When a family wants to lease a dwelling unit, the PHA may offer the owner other information in the PHA possession, about the family, including information about the tenancy history of family members, or about drug trafficking by family members,
- The PHA policy provides that the PHA will give the same types of information about all families to all owners.

*Policy On Information Provided to Owners*

When the family submits a request for tenancy approval, the PHA will provide the prospective owner with the family's current and prior address as shown in the PHA's records. If the PHA has the information, it will also provide the name and address of the landlord at the family's current and prior address.

At or before PHA approval to lease a unit, the PHA will inform the owner that it is the landlord's responsibility to screen prospective tenants for suitability as tenants as evidenced by the family's previous rental history. When the PHA has information related to a family's previous tenancies, the PHA will inform the landlord that the information is available and will provide it upon written request from the owner regarding any information it has regarding any other tenancy that is reliable. Only the Housing Manager or Department Director may provide information about previous tenancies other than landlord names and addresses. The information may be provided in writing or during an in-person meeting with the prospective landlord. Any information available to the PHA about any potential housing choice voucher program will be provided upon landlord request.

All new families and all families preparing to move will be informed about this policy through information included in the information packet provided at the briefing for new and moving families.

The PHA will advise families how to file a complaint if they have been discriminated against by an owner. The PHA will advise the family to make a Fair Housing complaint. The PHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.



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## F. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE THE OF CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

## G. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status. See "Complaints and Appeals" chapter for additional information about reviews and hearings.

## H. PROHIBITED ADMISSIONS CRITERIA [982.202(b)]

Admission to the program may not be based on:

- Where the family lives prior to admission to the program; however, the PHA may target assistance for families who live in public housing or other federally assisted housing, or may adopt a residency preference (982.207),
- Where the family will live with assistance under the program,
- Discrimination because members of the family are un-wed parents, recipients of public assistance, or children born out of wedlock,
- Discrimination because a family includes children,
- Whether a family decides to participate in a family self-sufficiency program; or
- Other reasons as listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations sections.

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**CHAPTER 3**

**APPLYING FOR ADMISSION**

## A. GENERAL POLICY

This chapter describes the policies and procedures for completing an initial application for assistance and placement on the waiting list. The primary purpose of the intake function is to gather information about the family after which the application will be placed on the waiting list in accordance with this plan.

Applications are accepted to compile a waiting list. Due to the demand for housing in the PHA's jurisdiction, the PHA does take applications on an "open enrollment" basis. A complete application will be processed once a family applies for participation in the program. When the family comes to the top of the waiting list and the PHA is ready to issue a Voucher, the PHA will update and verify the information provided on the completed application.

## B. APPLICATION TAKING

*Acceptance of Applications*

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply regardless of race, color, religion, sex, national origin, age, or family status. Applications for the Housing Choice Voucher Program (HCVP) will be accepted online only. The PHA will announce the opening of the waiting list by public notice.

Individuals who may need help completing the online application can go to the designated locations for assistance.

Any family requesting an application for Housing Choice Voucher Program assistance will be given the opportunity to apply as long as the waiting list is open and the PHA is accepting applications. Prior participation and owing the PHA money do not disqualify the applicant from applying; however, monies owed to the agency must be paid in full prior to the issuance of a voucher (if/when selected from the waiting list).

Adult members-

- Not identified at the time of the application will not be later added to the application unless they are the spouse of the family head (and were married after the application was received), or
- With non-excludable income that is essential to the support of the family, or
- Needed to provide a reasonable accommodation for a disabled member of the household.

**The PHA will not approve the addition of adults to a family if the addition will increase the voucher size for which the family qualifies or if the adults do not pass the criminal history screening.**

Minors-

- Added by birth, adoption or court awarded custody between the time of application (admission will be added to the household when verification of the birth, adoption or court



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awarded custody to a family member listed on the application is provided to the PHA)

All individuals added to the household are subject to HUD's eligibility and the PHA's suitability standards.

**Anyone added to the application may not be on another active application for the same type of assistance.**

Removing Family Members from The Application:

1. First Priority-
   If all adult family members agree as to which members will remain on the application or there is a Court determination, then the PHA will concur.

   Care will be taken to determine if any of the family members have been threatened into agreeing to be removed.

2. Second Priority-
   An adult family member who will keep at least one dependent from the original household and has received actual or threatened physical violence against them or the dependent, from their spouse or another member of the household, will retain the application. In this case the household member who threatened or engaged in the violence must not remain in the assisted household.

   If there are no dependents in the original household, then the family member who received the actual or threatened physical violence will still qualify for this priority.

   The PHA will use certification from local police, social service agency, court, clergy person, physician, or counseling facility as a verification of the actual or threatened violence.

3. Third Priority-
   The adult family member who will have the most dependents, from the original household, will retain the application.

4. Forth Priority-
   The adult family member who is elderly with a disability or handicap will retain the application.

5. Fifth Priority-
   The adult family member with a disability or handicap will retain the application.

**Closing the Waiting List**

The PHA may stop applications if there are enough applicants to fill anticipated openings for the next 12 **(twelve) – 24 (twenty-four)** months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable legal and civil rights laws.

The PHA will announce the closing of the waiting list by public notice.

The open period shall be long enough to achieve a waiting list adequate to cover projected



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turnovers and new allocations over the next 12 (twelve) - 24 (twenty-four) months. The PHA will give at least 7 (seven) days' notice prior to closing the list. When the period for accepting applications is over, the PHA will add the new applicants to the list by software random selection.

**Limits on Who May Apply**

Any family requesting an application for Housing Choice Voucher Program assistance will be given the opportunity to apply as long as the waiting list is open and the PHA is accepting applications.

## C. INITIAL APPLICATION PROCEDURES

The PHA will utilize a basic application form to be filled out directly by the applicant. The purpose of the application is to determine placement on the waiting list. The application will contain basic type of information:

- Names and ages of all household members,
- Race and ethnicity of all household members,
- Sex and relationship of members,
- Address and telephone number(s),
- Amount and source of all income and assets,
- Information on disabilities of family members,
- Information related to selection preferences

Once the application is complete, the PHA staff that is thoroughly acquainted with the eligibility criteria will assess the applicant's eligibility or ineligibility as a Housing Choice Voucher participant. The information on the form will not be verified until the client has been selected from the waiting list for final processing.

Applicants are responsible for informing the PHA of changes in family circumstances (including income and address), and are responsible for responding to requests from the PHA to update applications. Refusal to provide information may result in the applicant being removed from the waiting list.

If the family is determined to be ineligible based on the information provided in the pre-application, the PHA will notify the family in writing (in accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See "Complaints and Appeals Chapter'

## D. APPLICANT STATUS WHILE ON WAITING LIST [CFR 982.204]

**Applicants are required to inform the PHA of changes of address through the use of Waitlist Check/ Assistance Check. Applicants are also required to respond to requests from the**



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**PHA to update information on their application and to determine their interest in assistance.**

The PHA will maintain an accurate waiting list that conforms to HUD requirements. The waiting list will provide the following information on households who have submitted a pre-application:

- Names and ages of all household members,
- Race and ethnicity of all household members,
- Sex and relationship of members,
- Address and telephone number(s),
- Amount and source of all income and assets,
- Information on disabilities of family members, and
- Information related to selection preferences

## E ORDER OF WAITING LIST SELECTION

Applications will be filed in the following order:

- The order is filed by random selection by dedicated system software.

Interviews for completion of an application are scheduled on this basis.

When a person's name is reached on the waiting list a letter will be uploaded through Assistance Check and/or mailed to the address that was provided on the pre-application, unless an updated address was provided, in writing. The applicant will have at least 10 (ten) business days to respond and bring in the requested documents. When the PHA has received the documents, an appointment will be scheduled for the applicant to complete and sign paperwork. At this time the PHA will make sure that the family is not over the income limits for the HCV Program.

## F. COMPLETION OF A FULL APPLICATION

### Requirement to Attend Interview

The PHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs which may be available.

All adult family members are required to attend the interview virtually through teleconference or WebEx. Forms must be signed and uploaded through Assistance Check, faxed and/or mailed. In-person interviews may be conducted at the discretion of the agency and its personnel.

If an applicant fails to appear for a pre-scheduled appointment, the PHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See "Complaints and Appeals" chapter.)

The head of household will sign the application form. All adult members must sign:

1. The authorization form,
2. Declaration of citizenship form,
3. The debts owed form,
4. The Enterprise Income Verification (EIV), and
5. All forms required by the PHA**.**

Applicants will be required to sign specific verification forms that are not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the PHA.

Every adult household member must sign a consent form to release criminal conviction records and to allow PHAs to receive records and use them in accordance with HUD regulations.

If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance. (See "Complaints and Appeals" chapter)

**G. VERIFICATION** [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 (sixty) days old at the time of issuance of the Voucher.

**H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY** [24 CFR 982.201]

After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the current eligibility criteria in effect. If the family is determined to be eligible, the PHA will upload through Assistance Check and/or mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.



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**Chapter 4**

**MAINTAINING THE WAITING LIST**

## A WAITING LIST

When the City of Tyler opens its Waiting List, a computer-generated lottery selection will be used from Housing Pro software for a specified number of slots (determined by THA when the waiting list is opened) to be placed on the active list. Applications will only be accepted online utilizing the Housing Pro Software provided website. No paper application will be accepted. Date and time of application will not affect placement on the waiting list. Once the waiting list closes, the lottery will be conducted, and the applicants will be numbered for placement at that time. All applicants must live and/or work in Smith County. Also, Elderly and or Disabled Head, Spouse and/or Co-Head individuals - ages 62 (sixty-two) and older - in addition to Veteran's, will receive preference. The Housing Agency will create partnerships with a minimum of 3 (three) agencies/businesses to serve as sites, for those that do not already have internet access. The Housing Agency may use newspapers, radio, and/ or television, etc. to reach all communities. Information will be posted in English and Spanish. The public notice will be issued to reopen the waiting list once the list is depleted.

An application pool will be maintained in accordance with the following factors:

- The application will be a permanent file.
- The pool will not be subdivided by bedroom size requirements of the applicants. All applications must meet "Very Low Income" eligibility requirements as established by HUD. Any exceptions to these requirements must have been previously approved by the HUD Field Office.

The following families will not be considered part of the waiting list and will be treated under the portability section of this plan.

- Portability families from another jurisdiction holding a valid Voucher.
- Families "targeted" by HUD to receive a special type of Voucher.

***YOUNG v. FUDGE***

By an Interim Injunction issued by the United States District Court for the District of Eastern Texas against the Department of Housing and Urban Development in ***Young v. Fudge,*** we are required to give assistance to applicants who are members of the classes involved in the lawsuit.

HUD has implemented a Special Exceptional Area in our jurisdiction. This special exceptional area has a higher Payment Standards in effect. This special exceptional area has been established to attract minority moves from historically minority concentrated



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areas to areas not historically accessible to minorities.

The 20 (twenty) percent exception rule shall not apply in this special exceptional area.

*Young Litigation Desegregation Vouchers*

In order to fulfill obligations under the Young Litigation, vouchers may be issued to families on the waiting list in an order not dependent on the date and time of application. The issuance of these vouchers will be in accordance with procedures provided by HUD and/or the Fair Housing Service Center as governed by the requirements of the court order in the Young case.

The PHA will maintain an accurate waiting list that conforms to HUD requirements.

The waiting list will provide the following information on households who have submitted a completed application:

- Name of all Household Members,
- Date and time the application was received,
- Family unit size (number of bedrooms a family qualifies for under PHA subsidy standards),
- Race or ethnic designation of the head of household,
- Qualifications for any local preference,
- Annual (gross) family income,
- Number of persons in the family

**B. SPECIAL ADMISSIONS** [24 CFR 982.54(d)(e), 982.203]

If HUD awards a PHA program funding that is targeted for specifically named families, PHA will admit these families under Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The PHA maintains separate records for these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified HUD Complex.

- Families residing in a project —based Section 8 HAP Contract and ending because of an abatement.

- Families residing in a project covered by a project-based Section 8 HAP Contract at or near the end of HAP contract term; because of an opt-out contract.

Applicants, who are admitted under Special Admissions, rather than from the waiting list, are identified by codes in the automated system.

**F. LOCAL PREFERENCES** [24 CFR 982.207]

**1. Local Preference-**

All applicants must live and/or work in Smith County.

**2. Aging and Disabled-**

Elderly and or Disabled, Head, Spouse and/or Co-Head individuals ages 62 (sixty-two) and older will receive preference when the random sorting is conducted.

**3. Veteran -**

Veterans who have been honorably discharged and have the proper documentation to validate Veteran status, i.e., DD-214 document

**The PHA uses HUD regulated preferences only.**

**G. UPDATING / PURGING THE WAITING LIST**

The PHA may choose to purge the waiting list throughout the year and/or as needed in order to ensure that the list is accurate and current. The PHA chooses not to have applicants, complete a new preliminary application. The applicants are to return a continued interest letter. If the applicant is contacted at a later time, he/she will be required to submit the necessary documents in order to ensure eligibility requirements are met.

The PHA will upload through Assistance Check and/or mail a letter to the head of household's current address on file, requesting information regarding their continued interest in maintaining a place on the waiting list. If the applicant head of household has not completed and submitted a change of address form in writing, as required and explained at the time of application, the PHA will not be responsible for the head of household's failure to receive the continue interest letter.

The request/ continued interest letter will be dated and will include a deadline date by which the applicant head of household must return the letter of continued interest through Assistance Check, mail or in person. In order to prevent the reporting of false or inaccurate information by potential non-applicant head of household applicants, the PHA will not accept phone calls to either update contact information or to confirm continued interest on the waiting list.

The deadline stated in the continued interest letter will give the head of household at least 15 (fifteen) business days from the date of the letter to respond to the PHA. If the continued interest letter is received in the office by the requested/ deadline date, the application will remain on the waiting list and will remain in an active status until the applicant's name is reached and assistance is offered. If the PHA has not received the continued interest letter in the office by the requested/ deadline date, the application will be removed from the waiting list and the record will be updated to an inactive status.

Note: The PHA does not accept responsibility for mail delays.



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If the continued interest letter is returned by the Postal Office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.

If a letter is returned with a forwarding address, it will be uploaded through Assistance Check and/or re-mailed to the address indicated on the returned envelop.

If the applicant did not respond to the PHA request for information or updates because of a disability or family member's disability, the PHA will reinstate the applicant on the waiting list.

If an applicant is removed from the waiting list for failure to respond he/she will not be reinstated onto the waiting list unless a member of management, supervisory level and/or above, determines there were circumstances beyond the applicant head of household's control.

The PHA will select a waiting list of slots based on the number of annual turnovers, available funding, and the chances of assisting the applicants within 24 (twenty-four) months.

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**Chapter 5**

**SUBSIDY STANDARDS**

[24 CFR 982.54(d) (9)]

## INTRODUCTION

HUD guidelines require that PHA's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards.

This Chapter explains the subsidy standards which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the PHA's procedure when a family's size changes, or a family selects a unit size that is different from the Voucher.

## A DETERMINING FAMILY UNIT (VOUCHER) SIZE

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The PHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

### Subsidy Standards

Children under the age of 3 (three) will share a bedroom with an adult parent or with another child regardless of sex, an adult is a person 18 (eighteen) years old or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented. **The PHA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody (See section on Adding Family Members to Your Household).**

**Exceptions will be reviewed on a case-by-case basis and will be under the discretion of the PHA.**

One bedroom will generally be assigned for each 2 (two) family members. The PHA will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.

Generally, the PHA assigns 1 (one) bedroom to 2 (two) people within the following guidelines:

- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under three),



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- 2 (Two) children of the same gender will share a bedroom
- Children under the age of 3 (three) will share a bedroom with an adult parent or with another child under the age of 3 (three) regardless of sex,
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining family unit size,
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family,
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military or a member away at college,
- Adults of different generations will have separate bedrooms,
- Single person families shall be allocated 0 (zero) or one-bedroom vouchers,
- An unborn child of a pregnant family member will be counted as a family member when determining the initial subsidy standard for the family. After the family has been housed under the program, an unborn child will not be counted for subsidy standard determinations.

**GUIDELINES FOR DETERMINING VOUCHER SIZE**

| Voucher Size | | Minimum Number of Persons in Household | Maximum Number of Persons in Household |
|---|---|---|---|
| **0** | Bedroom | 1 | 1 |
| **1** | Bedroom | 1 | 2 |
| **2** | Bedroom | 2 | 4 |
| **3** | Bedroom | 4 | 6 |
| **4** | Bedroom | 6 | 8 |
| **5** | Bedroom | 8 | 10 |
| **6** | Bedroom | 10 | 12 |

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## B. EXCEPTIONS TO SUBSIDY STANDARDS

The PHA shall grant exceptions from the subsidy standards if the family requests and the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The PHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need such as a:

- Verified medical or health reason; or
- Elderly persons or persons with disabilities who may require a live-in attendant.

Request for Exceptions to Subsidy Standards

The family may request a larger sized voucher than indicated by the PHA's subsidy standards. Such request must be made in writing within 15 (fifteen) days of the PHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size. Documentation verifying the need or justification will be required as appropriate.

**The PHA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.**

Requests based on health-related reasons must be verified by a doctor /medical/ professional/ or social service professional.

**PHA Error**

If the PHA errors in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

**Changes for Applicants**

The voucher size is determined prior to the briefing by comparing the family composition to the PHA subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the PHA subsidy standards, the above-referenced guidelines will apply.

**Changes for Participants**

The members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, marriage, or court-awarded custody, in which case the family must inform the PHA within **30 (thirty)** days. The above referenced guidelines will apply.

**Adding Family Members to Your Household**

**NOTE:**

**Family members will not be able to take over a voucher unless they have been added to the household, approved in advance by the PHA and have resided in the home at least 12 (twelve) consecutive months.**

**Adding Adults:**

If you would like to add an adult to your household, you must request advance permission in writing by completing the appropriate form. Additionally, you must wait until you receive written permission from the HA before the additional adult moves in. The HA will conduct its standard eligibility screening on new household members.

The following adults may be added to the household (if approved in advance by the HA).

* This addition may result in a larger voucher size.

- The parent of the head of household,
- The parent of the head of household's spouse,
- The grandparent of the head of household and/or spouse (under specific circumstances that will be reviewed by the HA on a case-by-case basis)

The following adults may be added to the household (if approved in advance by the Housing Agency/ Authority)

* This addition will NOT increase your family's voucher size.

Additionally, these adults will only be approved if they do not cause overcrowding.

- The spouse of the head of household.

**Adding Children:**

If you would like to add a child to your household, you must request advance permission in writing by completing the following form. Additionally, you must wait until you receive written permission from the HA before the child moves in.

NOTE: Prior authorization and approval must be received by the agency before a participant moves in and/or adds a child to their existing lease/ housing choice voucher case based on requests of Child Protective Services (CPS) or orders by the court (court injunction must be received and owner must approve the addition).

The HA understands that in some cases it may not be possible to request advance permission for the addition of a child. In such cases, you MUST notify the HA within 30 (thirty) calendar days of the addition of the child. However, the HA may not approve the



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request.

The following children may be added to the household.

* This addition **may** result in a larger voucher size.

- The child of the head of household and/or the head of household's spouse,
- The grandchild of the head of household and/or the grandchild of the head of household's spouse

  **(if** the grandchild is of school age, he/she must be registered in school based on the address of the adult that obtains custody)

The following children may be added to the household,

* This addition will **NOT** increase the family's voucher size.

Additionally, these children will only be approved if they do not cause overcrowding.

- Minor birth child of any existing household member (unless a child under the age of 3 (three) currently resides in the unit. If this is the case, an increase in the voucher size may occur)

No other adults or children may move into the assisted unit other than those specifically identified above.

Please be aware that if you fail to provide proper notification and / or request advance permission regarding any changes in your family composition, your housing assistance may be terminated, or you may be responsible for paying back any overpayment(s) of subsidy caused by the unreported information or violation.

**Under-housed Families**

If a unit does not meet HQS space standards due to an increase in family size, (unit to small), the PHA will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.

The PHA will also notify the family of the circumstances under which an exception will be granted, such as:

- If a family with a disability is under-housed in an accessible unit.
- If a family requires the additional bedroom because of a health problem which has been verified by the PHA.

  **NOTE**: There are situations where certain conditions do not require the continued use of certain equipment that may not warrant an indefinite necessity of an additional bedroom. HUD has an expectation of every housing agency/ authority to review requests such as this to ensure



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federal funds are being maximized to its fullest extent in all areas related to housing while also assisting as many citizens as possible with the opportunity of participating in the subsidy program. Requests for updated reasonable accommodation information may be asked by THA in order to verify the continued use/need of an additional bedroom previously requested for medical-related equipment.

This information/ paperwork must be completed annually, at the time of the participant's annual recertification.

Although a participant may be on a biennial HQS inspection schedule, as opposed to an annual inspection schedule, an inspection by HQS inspectors and/or housing personnel will be required to verify the continued use/ need for the additional bedroom for medical-related equipment.

Fifty (50) percent or more of the additional bedroom space is expected to be utilized / occupied for the requested/ required medical equipment and/or medical supplies.

**C. UNIT SIZE SELECTED** [24 CFR 982.402(c)]

The family may select a different size dwelling unit than that listed on the Voucher. There are 3 (three) criteria to consider:

**1.** Subsidy Limitation:

The family unit size as determined for a family under the PHA subsidy standard for a family assisted on the voucher program is based on the PHA's adopted payment standards. The payment standard for a family shall be the *lower* of:

- The payment standard amount for the family unit size; or
- The payment standard amount for the unit size rented by the family.

**2.** Utility Allowance:

The utility allowance used to calculate the gross rent is based on the unit size the family qualifies for.

**3.** Housing Quality Standards:

The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as show in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.



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**HQS GUIDELINES FOR UNIT SIZE SELECTION**

| Unit Size | | Maximum Number of Persons in the Household |
|---|---|---|
| **0** | Bedroom | 1 |
| **1** | Bedroom | 4 |
| **2** | Bedroom | 6 |
| **3** | Bedroom | 8 |
| **4** | Bedroom | 10 |
| **5** | Bedroom | 12 |
| **6** | Bedroom | 14 |

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## Chapter 6

## FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

[24 CFR Part 5, Subparts E and F; 982, 153, 982.551]

**INTRODUCTION**

The PHA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and at annual reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memorandums. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this Chapter address those areas, which allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

**A. INCOME AND ALLOWANCES** [24 CFR 5.609]

- Income:

  Includes all amounts monetary or not which are received on behalf of the family. For purposes of calculating the TTP, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income, which is not specifically excluded in the regulations, is counted.

- Annual Income:

  Includes all amounts monetary or not which are received on behalf of the family and defined as the gross amount of income anticipated to be received by the family during the 12 (twelve) months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

- Adjusted Income:

  Is defined as the Annual income minus any HUD allowable expenses and deductions.

Documents Required from Family (Annual Appointment)

HUD has 5 (five) allowable deductions from Annual Income:

1. Dependent Allowance: $ 480.00 for each family member (other than the head of household, co-head or spouse who are minors, and for family members who are 18 (eighteen) years of age and older who are full-time students or who are disabled. CFR 5.603 (6) & CFR 5.611(a) (1)
2. Elderly/Disabled Allowance: $ 400.00 per family members where the head, spouse, co-head is a person who is at least 62 (sixty-two) years of age, or a person who is at least 62 (sixty-two) years of age or a person with disabilities. CFR 5.40 3 & CFR 5.611(a) (2)
3. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family. CFR 5.40 3
4. Child Care Expenses: Deducted for the care of children under 13 (thirteen) when childcare is necessary to allow an adult member to work, attend school, or actively seek employment. CFR 5.603 (b) & CFR 5.611(2) (4)
5. Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an **adult** family member to work. CFR 5.603 (2) (b) & CFR 5.611(3) (ii)

**B. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES** [24 CFR 5.617; 982.201 (b) (3)]

**EARNED INCOME DISREGARD** 24 CFR 5.617, 960.255

Earned Income Disallowance. The new regulatory provisions are limited to 24 (twenty-four) consecutive months for the time period during which a family member is eligible to receive the benefit of the Earned Income Disregard (EID), which streamlines the administration of the EID by eliminating the requirement for PHA's to track family member changes in employment over a 4 (four) year period.

Once a family member is determined to be eligible for the EID, the 24 (twenty-four) calendar month period begins. If the family member discontinues the employment that initially qualified the family for the EID, the 24 (twenty-four) calendar month period continues. During the 24 (twenty-four) calendar month period, EID benefits are recalculated based on changes to family member income and employment. During the 24-calendar mo nth period, the PHA will exclude 100 (one hundred) percent of increased income resulting from the qualifying employment of the family member. The EID benefit is limited to a lifetime 24 (twenty-four) month period for the qualifying family member. At the end of the 24 (twenty-four) months, the EID ends regardless of how many months were "used." Families that currently benefit from the EID, or who become eligible prior to the effective date of



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changes provided by HUD, are eligible to receive the EID benefit for 24 (twenty-four) months over a 48 (forty-eighth) month period. PHA's are advised to notify all participants and applicants who are eligible for the EID of their eligibility.

PHA's are advised to notify all participants and applicants who are eligible for the EID of their eligibility.

A family qualified for the earned income exclusion is a family that is receiving tenant-based rental assistance under the HCV Program; and

- 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 1 (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 during or within 6 (six) months after receiving assistance, benefits, or services under any State program for TANF provided that the total amount over a six-month period is at least $ 500.00 (five hundred). The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least $ 500.00 (five hundred) in such TANF benefits and services as one-time payments, wages subsidies, and transportation assistance.

The HUD definition of "previously unemployed" includes a person with disabilities who has earned in the previous 12 (twelve) months no more than the equivalent earnings for working 10 (ten) hours per week for 50 (fifty) weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may 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 substance abuse or mental health treatment).

Qualifying increases are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training, or mentoring after employment.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.



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**Applicability to Child Care Expense Deductions**

The amount deducted for childcare necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare deductions.

**Tracking the Earned Income Exclusion**

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

**Such documentation will include:**

- Date the increase in earned income was reported by the family
- Name of the family member whose earned income increased
- Reason (new employment, participation in job training program, within 6 (six) months after receiving TANF) for the increase in earned income
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from annual income
- Date(s) earned income ended and resumed during the initial cumulative 12 (twelve) month period of exclusion (if any)
- Date the family member has received a total of 12 (twelve) months of the initial exclusion
- Date the 12 (twelve) month phase-in period began
- Date(s) earned income ended and resumed during the second cumulative 12 (twelve)-month period (phase-in) of exclusion (if any)
- Date the family member has received a total of 12 (twelve) months of the phase-in exclusion
- Ending date of the maximum 24-month (twenty-four) disallowance period (24 (twenty-four) months from the date of the initial earned income disallowance)
- The PHA will maintain a tracking system to ensure correct application of the earned income disallowance.

**Inapplicability to Admission**

The earned income disallowance is only applied to determine the annual income of the families who are participants in the Housing Choice Voucher Program, and



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therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable)

**C. MINIMUM RENT** [24 CFR 5.616]

**Minimum Rent**

"Minimum rent" is $ 50.00 (fifty). Minimum rent refers to the Minimum Total Tenant Payment and includes the combined amount a family pays toward rent and/or utilities when it is applied.

**Hardship Requests for an Exception to Minimum Rent**

The PHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to the minimum rent. The following section states the PHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. **HUD** has defined circumstances under which a hardship could be claimed. (24 CFR 5.630)

**Criteria for Hardship Exception**

In order for a family to qualify for a hardship exception the family's circumstance must fall under one of the following **HUD** hardship criteria:

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- The family would be evicted as a result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the **PHA** or **HUD.**

**PHA Notification to Families of Right to Hardship Exception**

The PHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception.

"Subject to minimum rent" is the highest of the following:

- 30 (thirty) percent of the monthly adjusted income. (Monthly adjusted income is annual income less deductions allowed by the regulations);



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- 10 (ten) percent of monthly income;
- Welfare rent, if applicable; or
- A $ 25.00 (twenty-five) minimum rent or higher amount - up to $ 50.00 (fifty) - set by the PHA.

The PHA notification will advise families that hardship exception determinations are subject to PHA review and hearing procedures.

The PHA will review all family requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent hardship exceptions are required to be in writing. The PHA will request documentation as proof of financial hardship. The PHA will use its standard verification procedures to verify circumstances that have resulted in financial hardship.

Requests for minimum rent exception must include a statement of the family hardship that qualify the family for an exception.

**Suspension of Minimum Rent** CFR 5.630

The PHA may grant the minimum rent exception to a family who requests it, effective the first of the following month, upon review of circumstances.

"Suspension" means that PHA must not use the minimum rent calculation until the PHA has made this decision. During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly. If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension. The family must pay any back rent.

**Temporary Hardship**

If the PHA determines that the qualifying hardship is temporary, a minimum rent will not be imposed for a period of up to 90 (ninety) days beginning the month following the family's request. At the end of the 90 (ninety) day suspension period, a minimum rent will be imposed retroactively to the time of suspension of the family's request for a hardship exemption.

The PHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See "Owner and Family Debts to the PHA" chapter for Repayment agreement policy).

**Long-Term Duration Hardships** [24 CFR 5.616(c) (3)]

If the PHA determines that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the 1st (first) day of the month following the family's request for exemption.



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**Retroactive Determination**

The PHA will reimburse the family for any minimum rent charges which took effect after October 21, 1998 that qualified for one of the mandatory exceptions. If the family owed a retroactive payment, the PHA will provide reimbursement in the form of a cash refund

**D. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT** [24 CFR 982.54(d)(10), 982.551]

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the PHA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

**"Temporarily absent" is defined as away from the unit for more than 15 (fifteen) calendar days.**

Temporarily Absent Family Member's Income:

Income of temporarily absent family members is counted. If the spouse, registered domestic partner or co-head of the head of household is temporarily absent, his/her entire income is counted, whether or not he/she is on the lease.

A temporarily absent individual on active military duty may be removed from the household, and his or her income will not be counted (unless that person is the head of household, spouse, or co head).

(a). However, if the spouse or a dependent of the person on active military duty resides in the unit, the income of the person on active duty will be counted in full (except hazardous duty pay when exposed to hostile fire), even if the military member is not the head, or spouse of the head of household.

(b). The income of the head, spouse, or co-head will be counted even if that person is temporarily absent for active military duty

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit using this policy.

**Absence of Any Member**

Any member of the household will be considered permanently absent if he/she is away from the unit for 45 (forty-five) consecutive days except as otherwise provided in this chapter.

**Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 (ninety) consecutive days, the family member will not be considered



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permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Sole Member of Household Policy".

**Absence Due to Full-time Student Status**

Full time students 18 (eighteen) years of age and/or older who attend school away from the home will be treated in the following manner:

> Full time students 18 (eighteen) years of age and/or older who have moved out of the household and attend school away from the home and live with the family during school recess, will not ~~still~~ be considered part of the household.

**Absence due to Incarceration**

If the sole member (Head of Household or Spouse) is incarcerated for more than **45 (forty-five) consecutive days,** he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for **45 (forty-five) consecutive days.**

**Absence of Children due to Placement in Foster Care**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/ children will be returned to the home.

If the time period is greater than **90 (ninety) consecutive days** from the date of removal of the child/children, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the PHA's subsidy standards.

**Absence of Spouse due to Military Service**

A military spouse will be considered temporarily absent if a spouse or registered domestic partner leaves the household and the period of time is estimated to be less than 6 (six) months, the family member will be determined temporarily absent unless one of the situations below occurs.

- If a spouse or registered domestic partner files for divorce, the person who leaves the household will be considered permanently absent.
- If a spouse or registered domestic partner is incarcerated, a document from the Court or prison should be obtained as to how long they will be incarcerated.

If any other adult in the household goes into the military and leaves the household, they will be determined permanently absent unless that adult's spouse or dependent remains in the unit. In that case the military adult will be considered temporarily absent.



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**Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the PHA before they move out of a unit and to give the PHA information about any family absence from the unit.

Families must notify the PHA no less than 15 (fifteen) days after leaving the unit if they are going to be absent from the unit for more than 45 (forty-five) consecutive days.

If the entire family is absent from the assisted unit for more than 45 (forty-five) consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

If it is determined that the family is absent from the unit, the PHA will not continue assistance payments.

HUD regulations require the PHA to terminate assistance if the entire family is absent from the unit for a period of more than 180 (one hundred eighty) consecutive calendar days.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

- Write letters to the family at the unit,
- Telephone the family at the unit,
- Interview neighbors,
- Verify if utilities are in service,
- Check with the post office,
- Contact Landlord

A person with disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 (one hundred eighty) consecutive calendar day limit.

If the absence which resulted in termination of assistance was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the family's responsibilities, and if funding is available, the PHA may reinstate the family as an accommodation if requested by the family, within 45 (forty-five) days.



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**Caretaker for Children**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first 30 (thirty) days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher may be transferred to the caretaker. If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time in excess of stated period, the PHA will state in writing that the transfer of the Voucher is for that limited time or as long as they have custody of the children. The PHA will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children.

When the PHA approves a person to reside in the unit as caretaker for the child/children, the income should be counted pending a final disposition. The PHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than **45 (forty-five) days,** the person will be considered permanently absent.

**Visitors**

Any adult not included on the HUD 50058 who has been in the unit more than 15 (fifteen) consecutive days without PHA approval, or a total of **30 (thirty)** days in a 12 (twelve) month period, will be considered to be living in the unit as **an unauthorized** household member.

Evidence of absence or any other address will be considered verification that the visitor is a member of the household. The landlord will be considered in making that determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be constructed as permanent residence. The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the PHA will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to **90 (ninety)** days per year without being considered a member of the household (head of household member must receive prior written approval from the landlord for college students visiting the unit during summer, fall and/or spring breaks).

In a joint custody arrangement, if the minor is in the household less than **183 (one hundred eighty-three)** days per year, the minor will be considered to be an eligible visitor and not a family member.

**Reporting Additions to Owner and PHA**

Reporting changes in household composition to the PHA is both a HUD and a PHA requirement.

The family obligations require the family to request PHA approval to add any other family member as an occupant of the unit and to inform the PHA of the birth, adoption, marriage, or court awarded custody of a child. The family must request prior approval of additional household members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations. Also, HQS space standards will apply in determining whether to approve a revised lease adding new members.

An interim reexamination will be conducted for any additions to the household.

**Reporting Absences to the PHA**

Reporting changes in household composition is both HUD and PHA requirement.

If a family member leaves the household, the family must report this change to the PHA, in writing, within **30 (thirty)** days of the change and certify as to whether the member is temporarily absent or permanently absent. The PHA will conduct an interim evaluation for changes, which affect the Total Tenant Payment in accordance with the interim policy.

## E. AVERAGING INCOME

There are two ways to figure income when the income is not received for a full year:

- Annualizing current income (and subsequently conducting an interim reexamination if income changes); or
- Averaging known sources of income that vary to compute an annual income (no interim adjustment if income remains what was calculated).

The PHA will use the annualizing current income method for all families unless a Supervisor approves a deviation. If the last 3 (three) months of income are representative of the income, which may be anticipated for the next year, such as overtime worked when the employer cannot anticipate how much overtime the family member will have over the next year, the last 3 (three) months may be used to anticipate the income.

## F. MINIMUM INCOME

Zero Income

0 (Zero) income is defined as 0 (zero) earned income.



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The Agency will ~~not~~ require 0 (zero) income clients to complete a 0 (zero) income worksheet. There is no minimum income requirement. Families that report 0 (zero) income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's expenses exceed their known income, the PHA will make inquiry of the head of household as to the nature of the family's accessible resources.

PHA will enroll all 0 (zero) earned income Head of Household, Spouse, Co-Heads, and adult family members 18 (eighteen) years and older (not currently enrolled as a full-time student) in Workforce Solution's Job Seeker/ Work Search Program. Verification of registration in job search activities (Work in Texas.com) and/or enrollment in job readiness sessions is required. Families will receive notification to register in Job Seeker/ Work Search Programs and activities, which must be completed within 90 (ninety) calendar days of the date the letter is uploaded through Assistance Check and/or mailed. If Social Security or SSI is received by any of the required party's attendance is not required but may choose to participate. If required household members are not present, their assistance may be terminated. Decisions will be made by the Housing Manager and/or Housing Eligibility Supervisor on a case-by-case basis.

**G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME**
[24 CFR 982.54(d)(10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure, which would result in a lower payment by the family:

- Exclude the income and deductions of the member if his/her income goes directly to the facility; or
- Include the income and deductions of the member if his/her income goes to a family member.

**H. REGULAR CONTRIBUTIONS AND GIFTS** [24 CFR 5.609]

Regular contribution and gifts (monetary or not) received from persons outside the household are counted as income for calculation of the total tenant payment. Any contribution or gift received frequently will be considered a "regular" contribution or gift unless the amount is less than $ 100.00 (one hundred**)** per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts (See "Verification Procedures" chapter for further definition).

If the family's expenses exceed its known income, the PHA will ask the family to verify receipts of contributions and gifts.

**I. ALIMONY AND CHILD SUPPORT** [24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of

total tenant payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the PHA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount for at least 3 (three) consecutive months and verification of item(s) below are provided.

The PHA will accept verification that the family is receiving an amount less than the award if:

- The PHA receives verification from the agency responsible for enforcement or collection. [i.e., electronic soft or hard copy)
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

**J. LUMP-SUM RECEIPTS** [24 CFR 5.609]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing. In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The PHA will calculate prospectively if the family reported the payment within 10 (ten) days and retroactively to date of receipt if the receipt was not reported within that time frame.

**Prospective Calculation Methodology**

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

- At the next annual recertification, the PHA will apply the percentage balance to the lump sum and add it to the rest of the annual income.
- At the PHA's option, the PHA may enter into a Payment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

**Attorney Fees**

The family's attorney fee may be deducted from the lump sum payments when computing annual income if the attorney's efforts have recovered a lump sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

**K. CONTRIBUTIONS TO RETIREMENT FUNDS-ASSETS** [24 CFR 5.603(d)]

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment,
- After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

**L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**
[24 CFR 5.603(d)(3)]

The PHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The PHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclose or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

The rule applies only when the fair market value of all assets given away during the past 2 (two) years exceeds the gross amount received by more than $1,000.00 (one thousand).

**M. CHILDCARE EXPENSES** [24 CFR 5.603]

Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education [must be deducted from annual income]. Childcare expenses will be processed upon verification during the time of reported expenses during the interim review.

Amounts anticipated to be paid by the family for the care of children under 13 (thirteen) years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount of deducted shall not exceed the amount of employment income that is included in annual income.



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**Clarifying the Meaning of Child for This Deduction**

Childcare 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. For the purpose of childcare expenses, the PHA defines child to include foster children under the age of 13 (thirteen) living in an assisted family's household.

**Qualifying for the Deduction**

**Determining Who is Abled to Pursue an Eligible Activity**

The family must identify the family member(s) that will pursue an eligible activity. The term eligible activity in this section means any of the following activities that may make the family eligible for a childcare deduction:

1. Seeking work-

   If the childcare 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 childcare expense being allowed by the PHA.

2. Furthering education-

   If the childcare expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the childcare claimed.

3. Being gainfully employed-

   If the childcare 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 childcare is being provided. Gainful employment is any legal work activity (full or part-time) for which a family member is compensated.

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 relationship of the family members(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.

**Earned Income Limit on Child Care Expense Deduction**

When a family looks for work or furthers his or her education, there is no cap on the amount that may be deducted for childcare — although the care must still be necessary. However, when childcare enables a family member to work, the deduction is capped by

"the amount of employment income that is included in annual income".

The earned income used for this purpose is the amount of earned income verified after any earned income disallowance 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 $ 480.00 (four hundred eighty) is excluded, childcare 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 $15,000.00 but because of the EID only $5,000.00 (five thousand) is included in annual income, childcare expenses are limited to $ 5,000.00 (five thousand).

The PHA must not limit the deduction to the least expensive type of childcare. 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.

When the childcare 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 will limit allowable childcare 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 childcare expense deduction because there is an adult family member in the household that may be available to provide childcare.

**Allowable Child Care Activities**

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) are allowable forms of childcare. The costs of general housekeeping and personal services are not eligible. Likewise, childcare expenses paid to a family member who lives in the family's unit are not eligible.

If a childcare provider also renders other services to a family or childcare 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 childcare for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 (thirteen) or older, the cost of care will be prorated. Unless otherwise specified by the childcare 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**

Childcare expenses will be considered necessary if:



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- A family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and

- The family certifies, and the child provider verifies, that the expenses are not paid or reimbursed by any other source.

Childcare expenses will be considered for the time required for the eligible activity. For childcare that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent to class. To establish the reasonableness of childcare costs, the PHA may use the schedule of childcare costs from the local welfare agency.

**N. MEDICAL EXPENSES**

Medical expenses are defined as medical expenses including medical insurance premium that are anticipated during the period for which annual income is computed and that are not covered by insurance or otherwise reimbursed. When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

The medical expense deduction is permitted only for household in which the head or spouse is at least 62 (sixty-two) or disabled (elderly or disabled households). If a family qualifies for the medical expense deduction, the medical expenses of all family members are eligible for the deduction.

To anticipate medical expenses, third party information will be solicited from the applicant's or participant's doctors, pharmacies, hospitals, dentists, clinics, etc. The verification forms will request medical expenses for the past 12 (twelve) months and any outstanding medical bills with the average payment made toward those bills. The anticipated medical expenses minus any amounts to be paid by insurance, plus average payments made toward outstanding bills for a 12 (twelve) month period or the pay out of the bill will be used to project the medical expenses. Pharmacies may provide a listing of the medications purchased during the past 12 (twelve) months and a projected average for the next 12 (twelve) months will be calculated based on these figures. Any amounts paid toward medical insurance as verified by a copy of the in-force policy will also be projected for 12 (twelve) months and added to the anticipated medical expenses as well as the amounts paid toward Medicare as verified by the Social Security Administration.

The allowable medical expense is that portion of total medical expenses that exceeds 3 (three) percent of annual income. Medical bills from previous months/years paid in full that occurred during the current year will be reviewed; however, recent medical bills will not be counted or considered until the following program year at the annual review. One-time past expenses that are unlikely to recur in the coming year.

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## O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

**Applicability**

An eligible mixed family who requests prorated assistance must be provided prorated assistance.

**Prorated Assistance Calculation**

Step 1: Determine the amount of the pre-proration voucher housing assistance payment.

Step 2: Multiply the amount determined in Step 1 (one) by a fraction for which:

1. The numerator is the number of family members who have established eligible immigration status; and

2. The denominator is the total number of family members.

## P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The PHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

- Fraud by a family member in connection with the welfare program; or
- Failure to participate in an economic self-sufficiency program; or
- Noncompliance with a work activities requirement

PHA's are required not to consider reductions in income attributable to the welfare agency's sanctioning and enforcement of other welfare program requirements that are not related to economic self-sufficiency and work activity requirements.

The list of households exempt from the limitation on rent reduction should also include a household that may have lost welfare income due to economic self-sufficiency sanction, but has subsequently obtained income from new sources.

The amount of income not actually received by the family as a result of sanctioning is included in the annual income as "imputed welfare income". If the member of the family is no longer receiving any such benefits (because the family member is now working) the exception is not applicable. If the member of the family for the family is still receiving some portion of welfare/public assistance benefits, the exception remains applicable, even if the member of the family has income from other sources. A PHA should continue to include the imputed welfare income until either the sanction term ends or the family's income from other resources is at least equal to the imputed welfare income.



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**Verification Before Denying a Request to Reduce Rent**

The PHA will obtain written verification from the welfare agency stating the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction. The welfare agency, at the request of the PHA, will inform the PHA of:

- Amount and term of specified welfare benefit reduction for the family;
- Reason for the reduction; and
- Subsequent changes in term or amount of reduction.

## Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS
[24 CFR 982.153, 982.517]

The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The PHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. The PHA may not provide allowance for non-essential utility costs, such as costs of cable or satellite television.

The PHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, air conditioning**,** cooking, water heating, water, sewer, trash collection, other electric, refrigerator (for tenant- supplied refrigerator), range (cost of tenant-supplied range), and other specified services. Allowance for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing for appropriate appliance pro-rated over the useful life of the appliance based on factors provided by HUD.

The PHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 (ten) percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination. The approved utility allowance schedule is given to families along with their voucher. The utility allowance is based on the actual size selected.

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser cost of leasing or purchasing the appropriate appliance over the useful life of the appliance, based on factors provided by HUD.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family [24 CFR 982.514(b)], the PHA will provide a utility reimbursement payment for the family each month. The tenant must have an active checking account or pre-paid debit card so the PHA can deposit the utility reimbursement; therefore, each tenant that is eligible for a utility reimbursement is required to complete the necessary documents to become a vendor in order for payments to be issued.

NOTE: Participants who owe the agency and currently in a repayment agreement may apply his/ her utility reimbursement towards repayments/ balances due. THA will remit utility reimbursements to the participant only. All payments made to THA must be initiated by the participant.

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## Chapter 7

## VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158; 24 CFR 5.617]

**INTRODUCTION**

HUD regulations require that the factors of eligibility and total tenant payment/family share be verified by the Public Housing Agency (PHA). PHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third-party verifications are not possible as to why third-party verification was impossible to obtain.

Applicants and program participants must provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

### A. METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.516(a)]

The PHA will verify information through the 6 (six) methods of verification acceptable to HUD in the following order:

1. Enterprise Income Verification (EIV),
2. Upfront Income Verification UIV (non-HUD system),
3. 3rd Party Authentic Document,
4. 3rd Party Verification Form,
5. Oral 3rd Party,
6. Tenant Declaration

The PHA will allow 15 (fifteen) days to obtain return of third-party verifications written or oral, before going to the next method. The PHA will document the file as to why third party written verification was not used. For applicants, verifications may not be more than 60 (sixty) days old at the time of voucher issuance. For participants, they are valid for 120 (one hundred twenty) days from date of receipt.

**Third-Party Written Verification**

Third-Party verification is used to verify information directly with the source. Third party verification will be accepted via mail, fax, email and/or in person. The family will be required to sign an authorization for the information source to release the specified information. Verifications received electronically directly from the source are considered third party written verifications.



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The PHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- Social Security Administration,
- Veterans Administration,
- Welfare Assistance,
- Unemployment Compensation Board,
- City or County Courts,
- IRS forms,
- Computerized class schedule,
- Child support payment history from Attorney General Office,
- Texas Child Support Distribution Unit,
- District Clerk office

The PHA can send requests for third party written form verifications when the family disputes EIV employer data & has no documentation to verify the disputed information.

**Third-Party Oral Verification**

Oral third-party verification will be used when written third-party verification is delayed or not possible. When 3rd (third)-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral 3rd (third)-party verification is not available, the PHA will compare the information to any documents provided by the Family. If provided by telephone, the PHA must originate the call.

Third party employment forms should at a minimum include:

- Regular and overtime hours anticipated,
- Overtime hours anticipated,
- Overtime hours for the past 12 (twelve) months,
- Total pay anticipated for the next 12 (twelve) months,
- Current rate of pay,
- Any anticipated rate increases for the next 12 (twelve) months,
- Year-to-date earnings



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**Self-Certification/Self-Declaration**

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification means a notarized statement under penalty of perjury.

## B. RELEASE OF INFORMATION [24 CFR 5.230]

All adults and all family members 18 (eighteen) and over will be required to sign the HUD 9886 Release of Information/Privacy Act form. Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the PHA or HUD.

## C. COMPUTER MATCHING

For some time, HUD has conducted a computer matching initiative to independently verify resident income. HUD can access income information and compare it to information submitted by PHAs on the 50058 form. HUD can disclose Social Security information to PHAs, but is precluded by law from disclosing Federal tax return data to PHAs. If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The PHA will also notify the family that HUD has notified the PHA in writing that the family has been advised to contact the PHA. HUD will send the PHA a list of families who have received "income discrepancy" letters.

When the PHA receives notification from HUD that a family has been sent an "income discrepancy" letter, the PHA will:

- Wait 40 (forty) days after the date of notification before contacting tenant.
- After 40 (forty) days following the date of notification, the PHA will contact the tenant through Assistance Check and/or by mail or telephone asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income. The PHA will fully document the contact in the tenant's file, including a copy of the letter to the family or written documentation of phone call.
- When the family provides the required information, the PHA will verify the accuracy of the income information received from the family, review the PHA's interim recertification policy, will identify unreported income, will charge retroactive rental assistance as appropriate, and change the amount of rent or terminate assistance, as appropriate, and based on the information.



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**If the amount of Housing Assistance Payment owed to the PHA exceeds $ 3,600 (three thousand six-hundred) the PHA may elect to terminate assistance.**

**If tenant fails to respond to PHA:**

1. The PHA will ask HUD to send a second letter.
2. After an additional 40 (forty) days, the PHA will ask HUD to send a third letter.
3. After an additional 40 (forty) days, the PHA will send a letter to the head of household, warning of the consequences if the family fails to contact the PHA within two weeks.

**If the tenant claims a letter from HUD was not received:**

1. The PHA will ask HUD to send a second letter with a verified address for the tenant. After 40 (forty) days, the PHA will contact the tenant family.
2. If the tenant family still claims they have not received a letter, the PHA will ask HUD to send a third letter.
3. After an additional 40 (forty) days, the PHA will set up a meeting with the family to complete IRS forms 4506 and 8821.
4. If the tenant family fails to meet with the PHA or will not sign the IRS forms, the PHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within 1 (one) week if the tenant fails to meet with the PHA and/or sign forms.

**If tenant does receive a discrepancy letter from HUD:**

1. The PHA will set up a meeting with the family.
2. If the family fails to attend the meeting, the PHA will reschedule the meeting.
3. If the family fails to attend the second meeting, the PHA will send a termination warning. The family must bring the original HUD discrepancy letter to the PHA.

**If tenant disagrees with the Federal tax data contained in the HUD discrepancy letter:**

- The PHA will ask the tenant to provide documented proof that the tax data is incorrect.
- If the tenant does not provide documented proof, the PHA will obtain proof to verity the Federal tax data using third party verification.

**D. ITEMS TO BE VERIFIED** [24 CFR 982.516]

All income not specifically excluded by the regulations.



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Full-time student status including high school students who are age 18 (eighteen) and over.

Current assets including assets disposed of for less than fair market value in the preceding 2 (two) years.

Childcare expense where it allows an adult family member to be employed, or actively seeking employment or to further his/her education.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.

Disability for determination of preferences, allowances, or deductions.

U.S. citizenship/eligible immigrant status.

Social security numbers for all family members over 6 (six) years of age or older who have been issued a social security card.

"Preference" status

Marital status when needed for head or spouse definition.

Verification of Reduction in Benefits for Non-compliance:

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

**WHAT MUST BE VERIFIED**

The following elements must all be verified:

- Income, assets, and asset income,
- Divested assets,
- Income exclusions,
- Allowances and deductions,
- Family composition,
- Social security numbers
- Citizenship or eligible immigration status



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**E. VERIFICATION OF INCOME** [24 CFR 982.516]

This section defines the methods the PHA will use to verify various types of income.

**Employment Income**

Verification forms request the employer to specify the:

- Dates of employment,
- Amount and frequency of pay,
- Date of the last pay increase,
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 (twelve) months,
- Year-to-date earnings,
- Estimated income from overtime, tips, bonus pay expected during 12 (twelve) months.

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer or statement from employer,
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings,
3. W-2 forms plus income tax return forms,
4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income. In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements. Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

**Seasonal Employment**



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Calculate the actual anticipated income from all known sources for the entire year. There will be no interim reexamination when the income changes as already anticipated. A history of the individual's income from past years is needed. This method cannot be used when the future income source is "unknown" or "none". If client does not have 24 (twenty) months of history to display this seasonal income, the current income will be annualized, and an interim re-exam will be conducted when the income changes.

**Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits,
2. Award or benefit notification letters prepared and signed by the providing agency,
3. Computer report electronically obtained or in hard copy

**Unemployment Compensation**

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency,
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts,
3. Paycheck stubs

**Welfare Payments or General Assistance**

Acceptable methods of verification include, in this order:

1. PHA verification form completed by agency payment provider,
2. Written statement from agency payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 (twelve) months,
3. Computer-generated Notice of Action,
4. Computer-generated list of recipients from Welfare Department

**Alimony or Child Support Payments**



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Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules,
2. A notarized letter from the person paying the support,
3. Copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check,
4. Court / Attorney certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received,
5. Computer generated report of support history

If payments are irregular, the family must provide:

- A copy of the separation or settlement agreement or a divorce decree stating the amount and type of support and payment schedules,
- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement,
- A notarized affidavit from the family indicating the amount(s) received,
- A welfare notice of action showing amounts receive by the welfare agency for child support,
- A written statement from an attorney certifying that a collection or enforcement action has been filed

**NOTE:** The PHA will require participants to submit the most recent 2 (two) months of non-payments/ receipts of child support income prior to the agency removing the child support income from the participants' record.

**Net Income from a Business**

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 (twelve) months.

Acceptable methods of verification include-



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IRS Form 1040, including:

- Schedule C (Small Business),
- Schedule E (Rental Property Income),
- Schedule F (Farm Income)

*If accelerated depreciation was used on the tax return or financial statement, an account's calculation of depreciation expense, computed using straight-line depreciation rules.*

- Audited or non-audited financial statement(s) of the business,
- Credit report or loan application,
- Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for 6 (six) months) to project income for the next 12 (twelve) months. The family will be advised to maintain these documents in the future if they are not available,
- Family's notarized self-certification or affidavit as to net income realized from the business during previous years

**Child Care Business**

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the PHA will require that the applicant/participant complete a form for each customer which indicates:

- name of person(s) whose child (children) is/are being cared for,
- phone number,
- number of hours child is being cared for,
- method of payment (check/cash),
- amount paid, and
- signature of person.

If the family has filed a tax return, the family will be required to provide it. If childcare

services were terminated, a third-party verification will be sent to the parent whose child was cared for.



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**Recurring Gifts**

The family must furnish a self-certification which contains the following information:

- The person who provides the gifts,
- The value of the gifts,
- The regularity (dates) of the gifts,
- The purpose of the gifts

**0 (Zero) Income Status**

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. The PHA will request information from the Texas Workforce Commission (TWC) and Department of Health and Human Services Commission (HHSC).

PHA may require families to complete a 0 (zero) income worksheet (internal Revenue SVS Form).

**Full-time Student Status**

The institution defines what *full-time* means for its student population.

Only the first $ 480.00 of the earned income of full-time students 18 (eighteen) years of age and/or older, other than head, co-head, or spouse, will be counted towards family income (includes full-time high school students in addition to full-time college students).

The Department of Education defines tuition as the amount of money charged to students for instructional services which may be charged per term, per course, or per credit. The Department of Education further defines tuition and fees as the amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent 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 entire 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. The student who does not pay the charges is an exception. Examples of required fees 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 of these expenses include, but are not limited to, room and board,



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books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

**Verifying Full-Time Student Status Include:**

- Current enrollment status letter showing:
  - School name and address,
  - Dates of enrollment,
  - Total number of classes or credits attempted in a given quarter or semester – Current school transcript,
  - Paid receipt indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution,
  - Most recent grade report,
  - Full time as determined by institution

**F. INCOME FROM ASSETS** [24 CFR 982.516]

**Savings Account Interest Income and Dividends**

Acceptable methods of verification include, in this order:

1. Statements supplied by the financial institution or account statements, passbooks, certificates of deposit, statements supplied by the family or PHA verification forms completed by the financial institution,
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification,
3. IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 (twelve) months

**Interest Income from Mortgages or Similar Arrangements**

Acceptable methods of verification include, in this order:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 (twelve) months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and



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principal is shown),

2. Amortization schedule showing interest for the 12 (twelve) months following the effective date of the certification or recertification.

**Net Rental Income from Property Owned by Family**

Acceptable methods of verification include, in this order:

1. IRS Form 1040 with Schedule E (Rental Income),
2. Copies of latest rent receipts, leases, or other documentation of rent amounts,
3. Documentation of allowable operating expenses of the property:
    - tax statements,
    - insurance invoices,
    - bills for reasonable maintenance and utilities, and
    - bank statements or amortization schedules showing monthly interest expense,
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

## G. VERIFICATION OF ASSETS

**Family Assets**

Asset Verification. PHA will obtain third-party verification of all family assets upon admitting a family to the HCV program and then again at least every 3 (three) years thereafter. During the intervening annual reexaminations, PHA will accept a family's declaration that it has total net assets equal to or less than $ 5,000.00 (five thousand) annually, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then the PHA will not request supporting documentation to verify the assets, or the amount of income expected to be received from those assets. The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to $ 5,000.00 (five thousand) annually. The total amount of the expected income from assets will be the family's "final asset income," and must be entered in field 6j of Form HUD-50058. PHA will obtain a family's declaration of assets under $ 5,000.00 (five thousand) annually at the family's next interim or annual reexamination effective. All family members 18 (eighteen) years of age and older will sign the family's declaration of total assets. PHA will require families to submit a declaration of assets along with the consent forms that are required pursuant to 24 CFR 5.230. A family



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that knowingly submits false information is subject to a civil penalty, plus damages, under the False Claims Act (31 U.S.C. 3729). Whenever a family member is added, PHA will obtain a third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, the PHA must obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the $ 5,000.00 (five thousand) annual asset threshold. If the addition of that family member's assets does not put the family above the $ 5,000.00 (five thousand) annual asset threshold, then the PHA is not required to obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every 3 (three) years. The PHA will obtain third-party verification of all assets of any family at the family's next income redetermination of that family.

The PHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

- Verification forms, letters, or documents from a financial institution or broker. If third-party verification is not available, any of the following will be accepted:
    - Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker,
    - Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate,
    - Real estate tax statements if the approximate current market value can be deducted from them,
    - Financial statements for business assets,
    - Copies of closing documents showing the selling price and the distribution of the sales proceeds,
    - Appraisals of personal property held as an investment,
    - Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes,
    - An Assets Self-Declaration can be completed – If assets are less than $ 5,000.00 (five thousand) annually.

**Assets Disposed of for Less than Fair Market Value (FMV) During 2 (Two) Years Preceding Effective Date of Certification or Recertification**

At admissions and re-certifications, the PHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the 2 (two) years preceding the effective date of the admission or re-certification.



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If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows:

- All assets disposed of for less than FMV,
- The date they were disposed of,
- The amount the family received for each asset, and
- The market value of each asset at the time of disposition. Third party verification will be obtained wherever possible.

**H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME** [24 CFR 982.516]

**Childcare Expenses**

*Childcare expenses* are defined (at 24 CFR 5.603(b)) as amounts anticipated to be paid by a family for the care of children under 13 (thirteen) years of age during the period for which annual income is computed if the care is necessary to enable a family member to seek employment, be gainfully employed or further his or her education.

Written verification from the person who receives the payments is required. If the childcare provider is an individual, he/she must provide a statement of the amount they are charging the family for their services.

Note: A general rule, childcare expenses deducted to permit employment may not exceed the amount of employment income included in annual income.

Verifications must specify the childcare provider's name, address, telephone number, social security number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Childcare expenses are deductible only to the extent that they:

- Are not reimbursed,
- Reflect reasonable charges for childcare

Verifying that an individual is "actively seeking work" include:

- Evidence that the individual is fulfilling welfare-to-work requirements or the requirements for receiving unemployment compensation,
- Written or oral verification from a local or state government agency that oversees work-related activities,
- If third-party verification is impossible, the PHA may verify that a family member is



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"actively seeking work" by 1 (one) or both of the following methods:

1. Reviewing family-supplied documents,

2. Obtaining a notarized statement from the family member attesting to his or her efforts to find employment

**Medical Expenses**

- Disabled families and elderly families are both entitled to a deduction for un-reimbursed medical expenses. (24 CFR 5.611(a)(3)(i))

- *Medical expenses* are defined as 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 or otherwise reimbursed. (25 CFR 5.603 (b))

- If a family qualifies for the medical expense deduction—the medical expenses of all family members are eligible for the deduction.

- The allowable deduction for medical expenses is that portion of the expenses that exceeds 3 (three) percent of annual income.

- Medical bills from previous years paid in full during the current year, however recently, should not be included.

- PHAs may use Internal Revenue Service (IRS) Publication 502 as guidance in defining *medical care* and determining what to allow as a medical expense.

Families who claim medical expenses will be required to sign a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by 1 (one) or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of:

  (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and

  (b) extent to which those expenses will be reimbursed by insurance or a government agency.

- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 (twelve) months. A computer printout will be accepted.

If a health care provider does not respond to the request for verification of a medical



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expense, the PHA may review tenant provided documents.

**Deduction for Elderly Families**

- An *elderly family* is defined as a family whose head, spouse, or co head is a person who is at least 62 (sixty-two) years of age. (24 CFR 5.403)
- The mandatory deduction for an elderly family is $ 400.00 (four hundred). (24 CFR 5.611(a)(2))
- The documents needed to verify the deduction for an elderly family are the same documents that you would normally collect when admitting a family to the program such as the birth certificates and social security cards of all family members.
- These documents are used to verify the name, sex, social security number, and date of birth of each family member as well as the relationship of each member to the head of household.

**Deduction for Disabled Families**

- A *disabled family* is defined as a family whose head, spouse, or co head is a person with disabilities. (24 CFR 5.403.)
- The mandatory deduction for a disabled family is $ 400.00 (four hundred). (24 CFR 5.611(a)(2))
- The deduction for a disabled family that is receiving disability benefits from the Social Security Administration (SSA) may be verified:
    - Through HUD's Tenant Assessment Subsystem (TASS)
    - Enterprise Income Verification (EIV)
    - Through the SSA by phone with the disabled family member on the line
    - By viewing an original SSA notice provided by the disabled family member if third-party verification is not available
- The deduction for a disabled family that is not receiving SSA disability benefits may be verified in writing by a 3rd (third) party who is a qualified professional with knowledge of the person's disability status.
    - The professional may, but does not have to be, a doctor.
    - The verification form sent to the qualified professional will state the regulatory requirements for qualifying as a person with disabilities.



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For attendant care:

- A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency provides the services.
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 (twelve) months.
- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 (twelve) months.
- Receipts or other record of medical expenses incurred during the past 12 (twelve) months that can be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
- The PHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

**Assistance to Persons with Disabilities** [24 CF 5.611©]

In All Cases:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:



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- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

- In the case where the person with disabilities is employed, a statement from the doctor or employer that the auxiliary apparatus is necessary for employment.

## I. VERIFICATION NON-FINANCIAL FACTORS

### Verification of Legal Identity

In order to prevent program abuse, the PHA requires applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth,
- Naturalization papers,
- Church issued baptismal certificate,
- Current, valid driver's license,
- Current State ID,
- U.S. military discharge (DD 214),
- U. S. passport,
- Voter's registration,
- Department of Vehicles Identification Card,
- Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth,

- Adoption papers,

- Custody agreement,

- Health and Human Services ID,

- School records

If none of these documents can be provided, [a] 3rd (third) party who knows the person may, at the 'HA's discretion, provide verification.

### Verification of Marital Status

- Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer,



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- Verification of a separation may be a copy of court-ordered maintenance or other records,
- A copy of the marriage certificate.

**Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

Verification of relationship-

- Official identification showing names,
- Birth Certificates,
- Baptismal certificates

Verification of guardianship is:

- Court-ordered assignment,
- Verification from social services agency stating head of household receives benefits on behalf of the minor child

**Verification of Permanent Absence of Family Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

- Husband or wife institutes divorce action,
- Husband or wife institutes legal separation,
- Order of protection/restraining order obtained by one family member against another,
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available,
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location,
- If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated, and the offense charged.

If no other proof can be provided, the PHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.



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**Verification of Change in Family Composition**

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school, or Department of Motor Vehicles (DMV) records, and other sources.

**Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

**Verification of Citizenship/Eligible Immigrant Status** [24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

The PHA will require citizens to provide documentation of citizenship.

Acceptable documentation will include at least 1 (one) of the following original documents:

- United States birth certificate,
- United States passport,
- Resident alien/ registration card,
- Social security card,
- Other appropriate documentation as determined by the PHA

Eligible Immigrants aged 62 (sixty-two) or over are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS Systematic Alien Verification for Entitlements (SAVE) system. If this primary



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verification fails to verify status, the PHA must request within 10 (ten) days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa, but their status will not be verified, and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

**Time of Verification**

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination/at the time of initial application.

The PHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

The PHA will verify U.S. citizenship/eligibility immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1988.

For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.

**Verifying Citizenship and Eligible Immigration**

- The regulations governing the submission of evidence of citizenship or eligible immigration status are located at 24 CFR 5.508.
- Further guidance is provided in HUD guidebook 7465.7, *Restrictions on Assistance to Noncitizens.*

**SUMMARY**

- PHAs are the final judge of what constitutes adequate and credible verification.
- If the PHA staff doubt the reliability of any information received, they



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should request additional information and documentation.

- PHA staff is not required to accept information simply because it is offered.

**Extension of Time to Provide Documents**

1. **Extensions of time to submit evidence of eligible status**

The PHA can extend the time to submit evidence of eligible immigration status if the family member:

Submits the declaration required under 5.508 (a) certifying that any person for whom required evidence has not been submitted is a noncitizen with eligible immigration status and,

Certified that the evidence needed to support a claim of eligible immigration status is temporarily unavailable, additional time is needed to obtain and submit the evidence, and prompt and diligent efforts will be undertaken to obtain the evidence.

2. **30 (Thirty) day extension period**

Any extension of time, if granted, shall not exceed thirty days. The additional time provided should be sufficient to allow the individual the time to obtain the evidence needed. The responsible entity's determination of the length of the extension needed shall be based on the circumstances of the individual case.

3. **Grant or denial of extension to be in writing**

The responsible entity's decision to grant or deny an extension should be in writing.

**Acceptable Documents of Eligible Immigration**

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (1-551)
- Alien Registration Receipt Card (1-151)
- Arrival-Departure Record (1-94)
- Temporary Resident Card (1-688)
- Employment Authorization Card (1-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept 5 (five) years.

The PHA will verify the eligibility of a family member at any time such eligibility is in



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question, without regard to the position of the family on the waiting list. If the PHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated with a 30 (thirty) day notice to the family and landlord.

**Verification of Social Security Numbers** [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age 6 (six) and over if they have been issued a number. Verification of social security numbers will be done through a social security card issued by the Social Security Administration. If a family member cannot produce a social security card, only the documents listed below showing his or her social security number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the social security card information provided is/are complete and accurate:

- A 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),
- An identification card issued by an employer or trade union Earnings statements or payroll stubs,
- Bank Statements,
- IRS Form 1099,
- Benefit award letters from government agencies,
- Retirement benefit letter,
- Life insurance policies,
- Court records such as real estate, tax notices, marriage and divorce, judgment, or bankruptcy records,
- Verification of benefits or social security number from Social Security Administration

New family members age 6 (six) and older will be required to produce their social security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or participant is able to disclose the social security number but cannot meet the documentation requirements, the applicant or participant must sign a



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certification to that effect provided by the PHA. The applicant/participant or family member will have an additional 10 (ten) days to provide proof of the social security number. If they fail to provide this documentation, the family's assistance will be terminated. In the case of an individual at least 62 (sixty-two) years of age, the PHA may grant an extension for an additional 60 (sixty) days to a total of 120 (one hundred twenty) days. If at the end of this time, the elderly individual has not provided documentation the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

**Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

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**Chapter 8**

**VOUCHER ISSUANCE AND BRIEFINGS**

[24 CFR 982.301, 982.302]

**INTRODUCTION**

The 'HA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefits while complying with program requirements. When eligibility has been determined, the PHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, PHA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

**A. ISSUANCE OF VOUCHER** [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, the PHA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that the PHA stays as close as possible to 100 (one hundred) percent lease-up. The PHA performs a monthly calculation electronically to determine whether applications can be processed, the number of vouchers that can be issued, and to what extent the PHA can over-issue (issue more vouchers than the budget allows to achieve lease up).

The PHA may over-issue vouchers only to the extent necessary to meet leasing goals. All vouchers which are over-issued must be honored if funding is available and/or accessible. If the PHA finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the ACC budget limitations over the fiscal year.

Participants must register to use Assistant Check and utilize as the primary, electronic source of transmitting data/ information in lieu of paper and postal mail.

**New participants** enrolled after **April 27, 2020,** must be in compliance at the time of enrollment and existing participants must be in compliance by **September 30, 2020**.

**B. BRIEFING TYPES AND REQUIRED ATTENDANCE** [24 CFR 982.301]

**Initial Applicant Briefing**

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. In-person briefings may be conducted at the discretion of the agency and its personnel. Briefings may be conducted virtually through teleconference or WebEx by Housing Specialists. Materials may also be made available and/or provided online

or uploaded through Assistance Check. Briefings will be conducted in English; however, upon request, briefings can also be conducted in Spanish.

The purpose of the briefing is to explain how the program works and the documents in the voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The PHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. All household members 18 (eighteen) years of age and older must attend a briefing, Applicants who provide prior notice of inability to attend briefing will be scheduled for the next briefing. Applicants who miss th[e] 2nd (second) appointment and proved the PHA with acceptable verification of the emergency or urgency may be given a third appointment. After the (3rd) third appointment is missed, the applicant may be denied admission based on failure to supply information needed for certification and/or be removed from the waiting list and required to re-apply. Failure of an applicant to participate in two scheduled briefings shall result in withdrawal of his/her application from the waiting list. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review. The PHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

**Briefing Packet** [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements. The family is provided with the following information and materials.

- The form the family must use to request approval of tenancy, and a description of procedure for requesting approval for a tenancy.
- The HUD brochure on how to select a unit and/or the HUD brochure "A Good Place to Live" on how to select a unit that complies with Housing Quality Standards (HQS).
- The HUD pamphlet on lead-based paint entitled *"Protect Your Family from Lead in Your Home".*
- Information on Federal, State, and local equal opportunity laws and a copy of the Housing discrimination complaint form. The PHA will also include the pamphlet "Fair Housing: 'It's Your Right" and other information about fair housing laws and guidelines.
- A list of landlords or other parties willing to lease to assisted families or help in the search of known units available for the voucher issued. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration. In addition, the Housing Agency will make available, upon request, a map outlining those areas within its jurisdiction, areas of high poverty/minority concentration.

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.

*The 'HA's security deposit policy.*

If applicable, the PHA should explain its security deposit policy. 'HA's may choose to develop policies that limit the security deposit to no more than an amount commonly charged in a private or to no more than the owner charges to unassisted tenants. Other than this, however, the PHA cannot place any restrictions on the security deposit amount charged by owners.

**Contents of Briefing Packet**

The information packet that families selected to participate in the housing choice voucher program receive for the briefing must include the following information:

- Terms of the voucher.
- PHA policy on extensions or suspensions of the voucher term and procedures for requesting an extension. Information on the payment standard, including any exception payment standards, and the 'HA's utility allowance schedule.
- Explanation of how the PHA determines the maximum rent for the unit (rent reasonableness).
- Explanation of portability.
- HUD tenancy addendum.
- The form for requesting tenancy approval and an explanation on how to request such approval.
- PHA policy on providing information about a family to prospective owners.
- PHA subsidy standards including any exceptions to these standards.
- HUD brochure on selecting a unit.
- List of owners or others (e.g., real estate agents) who may agree to lease a unit to the family or help the family find a unit.
- Notice stating that, if the family includes a person with disabilities, the family may request a current listing of potentially available accessible units known to the PHA. Also, the family is informed the right to request an exception payment standard when needed as a reasonable accommodation.



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- Obligations of the family under the Housing Choice Voucher Program.
- Grounds for which the PHA may terminate the family's assistance.
- Informal hearing process and how to request one.
- Information on computing the housing assistance payment

'HA's must provide families with an explanation of the calculations that determine the maximum subsidy and how much rent a family will have to pay. It is impossible to tell a family exactly how much it will have to pay in rent and utilities until after the PHA approves the selected unit. This is because the family's share depends upon the amount the owner is charging for the selected unit. Nonetheless, it is very important that a family begin its housing search with a general understanding of how much it can afford and the maximum it will be allowed to pay in rent and utilities.

The formulas for calculating rent and subsidy are complex. Explaining rent and subsidy terms and formulas as simply and clearly as possible should be a key concern. To help families narrow their search to units in an affordable price range, the PHA should provide a clear definition for each of the following terms at the briefing; then, the PHA should give each family the corresponding amount from the family's own income and rent calculation:

- **Total Tenant Payment (TT–) -** The minimum amount a family will have to pay for rent and utilities. This figure is the greatest of:
    - 30 (thirty) percent of monthly adjusted income,
    - 10 (ten) percent of monthly income, the welfare rent is as-paid states, or the PHA minimum rent (or special minimum rent for enhanced voucher).
- **Maximum initial rent burden.** The maximum amount the family is allowed to pay for rent and utilities at initial leasing of unit under the voucher program. If rent for the unit exceeds the PHA payment standard, this figure is 40 (forty) percent of monthly adjusted income.
- **Maximum Subsidy.** The maximum amount the PHA will pay the owner on the family's behalf. This figure is obtained by subtracting the TTP from the payment standard.

The briefing package should clarify that, if the gross rent (rent plus utilities) for the unit selected is above the payment standard, the family share must be the TTP plus any amount the gross rent exceeds the payment standard. If this figure exceeds the maximum initial rent burden, the unit cannot be approved. If the amount of gross rent is below the payment standard, the subsidy is reduced accordingly.

A map of the PHA's jurisdiction showing various areas with housing opportunities and

other housing market information. Housing market information should not be limited to exception rent areas. In order to encourage de-concentration and promote housing opportunity, the PHA should provide housing market information, maps for other PHA jurisdictions in the same general market area, and a list of PHAs in neighboring jurisdictions including addresses, telephone numbers, and the name of the contact person for portability. Maps are particularly useful in urban areas to indicate the agency's jurisdiction, public transportation system, locations of employment opportunities, schools, hospitals, day care centers, shopping areas and other public facilities relevant to housing choice. Note that making this information available to families is a requirement for SEMAP INDICATOR 7, Expanding Housing Opportunities.

***Other Briefing Packet Items***

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. Examples of supplemental materials for consideration include:

- Brochures to explain the Housing Choice Voucher Program to owners.
- Form HUD-52641, Housing Assistance Payments Contract for the Housing Choice Voucher Program.
- Description of the 'HA's security deposit policy. The PHA will let the state law govern the security deposit collected by the owner unless the deposits are in excess of the private market practice or amounts charged by the owner to unassisted tenants.
- Requirements for notifying the PHA of any changes in income.
- List of units known to be available for rent. Such a list is only useful if it is up to date. In smaller, less active rental markets, the PHA will be able to maintain a rental list more easily. The list should be made available to all families and should include units outside areas of low-income or minority concentration. Units placed on the list may be pre-inspected by the PHA to determine that they meet housing quality standards and rent reasonableness. If the units have not been approved, the PHA should emphasize to the family that the units are not pre-approved. In larger markets and areas with low vacancy rates, a list of owners who have indicated their interest in participating in the program may prove to be more useful since any identified vacant unit may be rented before its availability can be advertised to voucher holders.

### C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the PHA will provide assistance to families who wish to do so.

The PHA has maps that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

The PHA will investigate and analyze when voucher holders are experiencing difficulties locating or



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obtaining housing units outside areas of concentration.

The assistance provided to such families includes:

- Direct contact with landlords,
- Counseling with the family,
- Providing information about services in various non-impacted areas,
- Formal or informal discussions with landlord groups,
- Formal or informal discussions with social service agencies
- Meeting with rental referral companies or agencies,
- Meeting with fair housing groups or agencies

### D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

The PHA will give participants a copy of HUD form 903 to file a complaint.

### E. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

The owner is not required to, but may collect a security deposit from the tenant. Security deposits charged to families may be any amount the owner wishes to charge, as long as the security deposit charged by the owner does not exceed those charged to unassisted tenants or the maximum prescribed by state or local law.

For lease-in place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

### F. TERM OF VOUCHER [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a voucher which represents a contractual agreement between the PHA and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

**Expirations**

The voucher is valid for a period of at least 60 (sixty) calendar days from the date of issuance. The family must submit a RFTA and an unsigned copy of the lease within the 60 (sixty) day period unless an extension has been granted by the PHA.

If the voucher has expired, and has not been extended by the PHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

**Extensions**

A family may request a written request for an extension of the voucher time period. All requests for extensions must be received prior to the expiration of the voucher. Extensions are permissible at the discretion of the PHA, up to a maximum of an additional 60 (sixty) days primarily for these reasons:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial 60 (sixty) day period. Verification is required.
- The PHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the PHA, throughout the initial (60) (sixty) day period. A completed search record is required.
- The family was prevented from finding a unit due to disability accessibility requirements or large size bedroom unit requirement. The Search Record is part of the required verification.

**Assistance to Voucher Holders**

Families who require additional assistance during their search may call the PHA Office to request assistance. Voucher holders will be notified at their briefing session that the PHA periodically updates the book listing of available units and that the updated book list is always available in the lobby.

The PHA will assist families with negotiations with owners and provide other assistance related to the families search for housing.

## G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

[24 CFR 982.315]

In those instances, when a family assisted under the HCVP becomes divided into two otherwise eligible families due to a divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the Housing Services Manager shall consider the following factors to determine which of the families will continue to be assisted.

- Which of the 2 (two) new family units has custody of dependent children.



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- Which family member was the head of household when the voucher was initially issued (listed on the initial application).
- The composition of the new family units, and which unit contains elderly or disabled members.
- Whether domestic violence was involved in the breakup.
- Which family members remain in the unit.
- Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the PHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

### H. REMAINING MEMBER OF TENANT FAMILY — RETENTION OF VOUCHER
[24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit. A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor, or The PHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child/children for an indefinite period. A reduction in family size may require a reduction in the voucher family unit size.

**A remaining member of the household is required to attend an orientation/briefing and complete the necessary documents including the family obligations form.**

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**Chapter 9**

**REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION**

[24 CFR 982.302]

**INTRODUCTION** [24 CFR 982.305(a)]

The 'HA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The 'HA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the PHA, or outside of the 'HA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments (HAP) Contract with the PHA. This chapter defines the types of eligible housing, the 'HA's policies, which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Tenancy Approval (RFTA).

**A. REQUEST FOR TENANCY APPROVAL** [24 CFR 982.302, 982.305(b)]

The Request for Tenancy Approval (RFTA) and a copy of the proposed lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the RFTA in the form and manner required by the PHA, including any extension.

The RFTA must be signed by both the owner and voucher holder. The PHA will not permit the family to submit more than one RFTA at a time.

NOTE: 1) If a participant/ family **does not** move out by the agreed upon date or by the last day of the month, the participant will be responsible for paying the **full rental amount** to the owner while remaining in occupancy.

2). Participants who take possession/ move into a unit prior to the authorization of the agency will be responsible for pro-rated and/or full month's contracted rent to the owner until the agency approves tenancy and a HAP contract executed with the owner.

3). RFTA's that remain pending due to non-repairs will be voided after 60 (sixty) days if inspection and/or agency personnel have not received feedback from the owner and/or the participant specifically regarding the required repairs.

Inspection personnel will archive the information and occupancy staff will void the RFTA and re-issue a new RFTA to the family (if the family has remaining time to search on their voucher).



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The PHA will review the proposed lease and the RFTA documents to determine whether or not they are approvable. The request will be approved if:

- The unit is an eligible type of housing.
- The unit meets 'UD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
- The rent is reasonable.
- The security deposit is approvable in accordance with any limitations in this plan.
- The proposed lease complies with HUD and PHA requirements and includes the HUD Lease Addendum. (See "Lease Review' section below).
- The owner is approvable, and there are no conflicts of interest (See "Owner Disapproval" section below).

In addition to the above, at the time a family initially receives assistance in a unit (new admissions and move), if the gross rent for the unit exceeds the applicable payment standard for the family, the family share of rent my not exceed 40 (forty) percent of the family monthly adjusted income (See Owner Rents, Rent Reasonableness and Payment Standards chapter of this Administrative Plan).

**Disapproval of RFTA**

If the PHA determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. The PHA will instruct the owner and family of the steps that are necessary to approve the request. When, for any reason, an RFTA is not approved, the PHA will furnish another RFTA form to the family so that the family can continue to search for eligible housing.

### B. ELIGIBLE TYPES OF HOUSING

The following types of housing may be utilized in the Voucher program (unless designated otherwise):

- All structure types can be utilized, including but not limited to single family, duplex, triplex, fourplex, garden apartments, townhouses, and high rises;
- Manufactured homes where the tenant leases the mobile home and the pad;
- Manufactured homes where the tenant owns the mobile home and leases the pad;
- Independent Group Residences; and,
- Congregate Housing.

Families may lease properties owned by relatives, only if required to meet reasonable accommodation for a handicapped or disabled family member and as long as they meet the program requirements.



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The PHA may not permit a voucher holder to lease a unit which is receiving project-based Section 8 assistance or any duplicative rental subsidies.

**C. LEASE REVIEW** [24 CFR 982.308]

The PHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and state and local law. The tenant also must have legal capacity to enter a lease under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the RFTA.

The family and owner must submit a standard form of lease used in the locality by the owner and that is generally used for other unassisted tenants on the premises. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

- The names of the owner and tenant
- The address of the unit rented (including apartment number, if any)
- The amount of the monthly rent to owner
- The utilities and appliances to be supplied by the owner
- The utilities and appliances to be supplied by the family.

The lease must include word-for-word, all provisions of the lease addendum required by HUD. Effective September 15, 2000, the owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

The lease must provide that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate tenancy.

The lease must also provide that owner may evict family when the owner determines that:

- Any household member is illegally using a drug; or
- A pattern of illegal use of drug by any household member interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

The lease must provide that the following types of criminal activity by a "covered person" are grounds to terminate tenancy:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including property



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management staff residing on the premises),

- Any criminal activity that threatens the health, safety or 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 by a tenant, household member, or guest,

- Any violent criminal activity on the premises by any other person under the tenant's control.

The lease must provide that the owner may terminate tenancy if a tenant is:

- Fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or

- Violating a condition of probation or parole imposed under federal or state law.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved by the PHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

**Actions Before Lease Term**

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

- The PHA has inspected the unit and has determined that the unit satisfies the HQS,

- The PHA has determined that the rent charged by the owner is reasonable,

- The landlord and the tenant have executed the lease, including the HUD prescribed tenancy addendum,

- The PHA has approved leasing of the unit in accordance with program requirements, and

- When the gross rent exceeds the applicable payment standard for the family, the PHA must determine that the family share (Total Tenant Payment) will not be more than 40 (forty) percent of the family's monthly adjusted income.

**NOTE:** RFTA's that have been approved by the agency and have passed HQS compliance that remains pending and not under a HAP contract will be voided after 30 (thirty) days from the date the unit was approved and/or met compliance expectations (whichever is the latter) and will not be extended after 30 (thirty) days.



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### D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease. The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the PHA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher, or garage) or are permanently installed in the unit, cannot be put under separate agreement, and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance, or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. All agreements for special items or services must be attached to the lease approved by the PHA. If agreements are entered into at a later date, they must be approved by the PHA and attached to the lease.

The PHA will not approve separate agreements for modifications to the unit for person with disabilities. The modifications are usually considered with the dwelling and are critical to the use of the dwelling.

### H. INITIAL INSPECTIONS [24 CFR 982.305(a) & (b)]

See "Housing Quality Standards and Inspections" chapter of this Administrative Plan.

### I. RENT LIMITATIONS [24 CFR 982.507]

The PHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises. By accepting each monthly housing assistance payment from the PHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide the PHA with information requested on rents charged by the owner on the premises or elsewhere. At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the PHA.

### J. DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

If the proposed gross rent is not reasonable, at the family's request, the PHA will negotiate with the owner to reduce the rent to a reasonable rent if the rent is not affordable because the family share would be more than 40 (forty) percent of the family's monthly adjusted income, the PHA will negotiate with the owner to reduce the rent to



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an affordable rent for the family. At the family's request, the PHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, the PHA will continue processing the RFTA and lease. If the revised rent involves a change in the provision of utilities, a new RFTA must be submitted by the owner or the file will be documented.

If the owner does not agree on the rent to owner after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the family and owner that the lease is disapproved. Provided the voucher has not expired, to include extensions, the family shall continue to locate eligible housing.

If the agency deems the participant ineligible for the unit and/or the unit does not meet HQS compliance expectations and the participant takes possession/ moves into the unit, the participant will be responsible for the pro-rated and/or full month's contracted rent to the owner. The participant must then decide to remain in the unit and forfeit the voucher or move to maintain the voucher and assistance.

**K. INFORMATION TO OWNERS** [24 CFR 982.307(b), 982.54(d)]

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's record and, if known to the PHA, the name and address of the landlord at the family's current and prior address. The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The PHA will inform the owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, 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.

A statement of the PHA's policy on release of information to prospective landlords will be included in the briefing packet, which is provided to the family.

**L. OWNER DISAPPROVAL** [24 CFR 982.306] See Chapter on "Owner Disapproval and Restriction."

**M. CHANGES IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE**

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract at admission, the information will be verified, and the total family share will be recalculated. The family will be required to pay the original quoted "TTP for the purpose of qualifying for that unit size for the 1st (first) contract month.

The newly calculated TTP will become effective the 1st (first) month following the reported

change. * If the family does not report any change, the PHA need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 (sixty) days old.

*NOTE: This only applies to new admissions and moving with continued assistance that have submitted a request for Tenancy Approval, and the proposed rent does not exceed the 40 (forty) percent rent limitation.

**N. CONTRACT EXECUTION PROCESS** [24 CFR 982.305(c)]

The PHA prepares the HAP Contract and lease for execution. The family and the owner will execute the lease agreement, and the owner and the PHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. The PHA will retain a copy of all signed documents.

The PHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 (sixty) days after commencement of the lease term and no payments will be made until the contract is executed.

The following PHA representative(s) are authorized to execute a contract on behalf of the PHA: Director of Housing Assistance Programs or their designee.

Owners must register to use Assistant Check and utilize as the primary, electronic source of transmitting data/ information in lieu of paper and postal mail.

**New participating property owners** enrolled after **April 27, 2020,** must be in compliance at the time of enrollment and existing **property owners** must be in compliance by **September 30, 2020**.

Owners must provide the current address of their residence. A Post Office box may be used as an alternate mailing address.

NOTE: If families lease properties owned by relatives, the owner's current address

will be compared to the subsidized unit address.

Owners must provide a federal tax ID number or social security number.

Owners must also submit proof of ownership of the property, such as grant deed or tax bill. If requested by the PHA. A copy of the management agreement if the property is managed by a management for multifamily properties the TAAS lease will be used for this purpose. Must be submitted if requested by the PHA.

The owner must provide a home telephone number and business number if applicable.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister, or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with disabilities.



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## O. CHANGE IN OWNERSHIP

See "Owner Disapproval and Restriction" chapter.

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**Chapter 10**

**HOUSING QUALITY STANDARDS AND INSPECTIONS**
[24 CFR 982.401]

**INTRODUCTION**

THA will update inspections policies and protocols to comply with the National Standards for the Physical Inspection of Real Estate (NSPIRE) upon further implementation guidance from HUD and upon THA's adoption and implementation of NSPIRE.

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The PHA will inspect each unit under contract at least biennially. The PHA will also have the Inspection Supervisor or Code Enforcement Officer/Housing Inspector perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the PHA's required standards and to assure consistency in the PHA's program. This chapter describes the PHA's procedures for performing HQS and other types of inspections, and PHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and PHA requirements. (See additions to HQS).

**A. GUIDELINES/TYPES OF INSPECTONS** [24 CFR 982.401(a) 982.405]

The PHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations. Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The PHA will not promote any additional acceptability criteria which are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the inspection. 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. It is suggested that owners have the initial responsibility to have utilities in service prior to an initial inspection. If the utilities are not in service at the time of inspection, the inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFTA) to have the utilities turned on and the inspector will schedule a re-inspection or if utility service is not available for testing at the time of the initial inspection, the agency may allow the utilities to be placed in service after the unit has met all other HQS requirements. The agency will re-inspect the unit to confirm that utilities are operational before the HAP contract is executed by the agency.

**NOTE:** Tenants who are responsible for turning on utility services prior to or at the time of

initial inspection should be reimbursed all incurred and associated connection fees by the owner should the owner cancel the RFTA or if the unit fails the initial inspection, resulting in the cancellation of the RFTA.

If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all the other HQS. The PHA will conduct a follow-up inspection on the move-in date.

There are 5 (five) types of inspections the PHA will perform:

1. Initial/Move-in:

   Conducted upon receipt of RFTA.

2. Annual:

   Must be conducted within 12 (twelve) months of the last annual inspection.

3. Special/Complaint:

   At request of owner, family, or an agency or third-party.

4. Quality Control:

   This is a percentage of inspections performed on units previously inspected by both the Housing Inspectors and the Housing Inspector Supervisor. These inspections are performed by HA inspection staff other than the inspector who initially inspected the unit.

5. Biennial Inspections:

   Must be conducted within 24 (twenty-four) months of the last annual inspection.

*NOTE (NOTICE PIH 2020-13 (HA), REV-1): The PHA has the flexibility to choose technology to perform inspections. The technology must allow the HQS inspectors to see everything needed and have enough clarity to perform the inspection remotely.*

Onsite inspections may be conducted at the discretion of the agency and its inspection personnel.

**B. <u>INITIAL HQS INSPECTION</u>** [24 CFR 982.401(a) 982.305 (b) (2)]

**Timely Initial HQS Inspection**

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 7 (seven) to 10 (ten) business days after the family and the owner have submitted a request for tenancy approval. The same 7



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(seven) to 10 (ten) business day clock will be suspended during any period when the unit is not available for inspection.

The PHA will include "date unit available for inspection" on the RFTA form. This date will determine whether the PHA will be required to meet the same 7 (seven) to 10 (ten) business day requirement or whether the PHA will suspend the same 7 (seven) to 10 (ten) business day period because the unit is not available for inspection until after same 7 (seven) to 10 (ten) business day period.

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 15 (fifteen) days unless the Inspections Supervisor or designee determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.

The PHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan,
- Document the current condition of the unit as to assist in the future evaluations whether the condition of the unit exceeds normal wear and tear,
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial HQS inspection, the owner will be advised to notify the PHA once repairs are completed.

On an initial inspection, the owner will be given up to 20 **(twenty)** days to correct the items noted as fail, at the inspector's discretion, depending on the amount and complexity of work to be done. The owner will be allowed up to 2 (two) re-inspections for repair work to be completed not to exceed 30 (thirty) days from the day of the initial inspection.

If the time period given by the inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit.

### C. ANNUAL / BIENNIAL HQS INSPECTIONS

Annual/ Biennial Remote Video Inspections (RVI) may be conducted by THA on all units that have previously passed 2 (two) consecutive, physical (onsite) annual/ biennial inspections or THA may conduct a physical inspection at the discretion of the agency and/or inspection personnel.

The PHA conducts an inspection in accordance with HQS at least biennially, 30 (thirty) - 90 **(ninety)** days prior to the last annual inspection, so that the inspections are conducted at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.



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HQS deficiencies which cause a unit to fail must be corrected. Responsibility to correct all deficiencies must be performed by the landlord and/or the tenant based on items specified in the failure report.

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)]

Inspections will be conducted on business days only. Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 pm.

The PHA will notify the family in writing or by phone at least 5 (five) days prior to the inspection.

Inspection:

The family is notified of the date and time of the inspection appointment through Assistance Check and/or by mail or phone. The owner will be notified via Assistance Check from Housing Pro Software of all inspection notifications. If the family does not contact the PHA to reschedule the inspection, or it the family misses 2 (two) inspection appointments, the PHA will consider the family to have violated a family obligation and their assistance will be terminated in accordance with the termination procedures in the plan.

Re-inspection:

The family and owner are provided a notice of the inspection appointment through Assistance Check and/or by mail. If the family is not at home for the re-inspection appointment, a card will be left at the unit with instructions to call the office to re-schedule.

The family is also notified that it is a family obligation to allow the PHA to inspect the unit. If the family was responsible for a breach of HQS identified in the "Denial or Termination of Assistance" chapter of this Administrative Plan, they will be advised of their responsibility to correct.

Self-Certification Letter:

The PHA will require voucher holders and/or owners to sign a self-certification letter along with a vendor receipt and/or photos of item(s), for proof of repairs in response to deficiencies that did not pass HQS inspection for annual and special inspections. Items will be verified upon the next scheduled visit to the unit. A termination of owner and/or voucher holder may be issued if verification is found to be falsified. A re-inspection will be required for all deficiencies found during initial inspections. The PHA will require a pre-inspection checklist for landlords to review and sign prior to all initial inspections. The pre-inspection checklist contains a list of items that are more likely to fail HQS during the initial inspection. Under the homeownership option, PHA will conduct only pre-contract inspections.



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*NOTE: Alternative Inspection option (NOTICE PIH 2020-13 (HA), REV-1):*

*Under this waiver and alternative requirement, the PHA may commence assistance payments at the beginning of the lease term based on the alternative inspection and the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question. At minimum, the PHA must require this owner certification. The PHA may add other requirements or conditions in addition to the owner's certification but is not required to do so. The PHA must conduct the HQS inspection for the unit for which it has commenced assistance payments under this waiver authority as soon as reasonably possible but no later than the 1 (one)- year anniversary date of the owner's certification.*

**Time Standards for Repairs**

Duty to inspect: PHA will inspect a unit when a participant family or government official reports a condition that violates HQS. If the condition is life threatening, PHA must inspect the unit within 24 (twenty-four) business hours of when the PHA receives the notification. If the condition is not life-threatening PHA must inspect the unit within 15 (fifteen) days of when the PHA receives the notification. In the event of extraordinary circumstances, such as if a unit is within a presidentially declared disaster area or if a natural or manmade disaster makes inspection of a unit infeasible, HUD may waive the 24 (twenty-four) hour or the 15 (fifteen) day inspection requirement until such time as an inspection can be made. In such circumstances, a PHA must submit a waiver request to its local HUD field office, stating the regulation from which a waiver is requested and including an explanation of why it is needed.

For major repairs, Housing Service Manager or designee may approve an extension beyond 30 (thirty) days.

**Rent Increases**

Rent to owner increases may not be approved if the unit is in failed condition.

**D. <u>VERIFYING HQS DEFICIENCIES REMOTELY FOR ANNUAL AND INTERIM INSPECTIONS</u>**

If the PHA determines that a unit does not meet HQS requirements during an annual or interim inspection, the PHA will require an owner's/tenant certification, a receipt from a vendor, a photo of the repair or tenant confirmation that the required repairs are complete and then verify that action at the next on-site inspection. The PHA will conduct follow-up on-site inspections if the unit does not pass HQS pursuant to the initial inspection

**E. <u>SPECIAL/COMPLAINT INSPECTIONS</u>** [24 CFR 982.405 (c)]

If at any time the family or owner notifies the PHA that the unit does not meet HQS, the PHA

will conduct an inspection. The PHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The PHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the annual inspection date is within 120 (one hundred twenty) days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as an annual and all annual procedures will be followed.

**F. QUALITY CONTROL INSPECTIONS** [24 CFR 982.405 (b)]

Quality Control inspections will be performed by the Inspection Supervisor or designee on the number of files required by SEMAP. The purpose of quality control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files will include recently completed inspections (within the prior 3 (three) months), a cross-section of neighborhoods, and cross-section of inspectors.

**G. ANNUAL INSPECTIONS**

An Annual Inspection will be performed between 9 (nine) and 12 (twelve) months following an Initial Inspection. All subsequent inspections will be performed on a Biennial basis.

**H. BIENNUAL INSPECTIONS**

The PHA will conduct biennial inspections.

**I. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS** [24 CFR 982.401(a)]

The PHA adheres to the acceptability criteria in the program regulations and the HUD inspection booklet with the additions described below.

Closets will no longer be required for sleeping rooms.

**Additions**

Walls:

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

Windows:



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All windows sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced. Windows must be weather-stripped as needed to ensure a watertight seal. Window screens must be in good condition. Applies only if screens are present. Any room for sleeping must have a window that's openable if they were designed to be opened and leading to the exterior of unit into a public street, public alley, yard or courtyard for emergency escape and rescue.

Doors:

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold. All interior doors must have no holes, have all trim intact, and be operable without the use of a key. All exterior doors must meet the Texas Security Device Code.

Floors:

All wood floors must be sanded to smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced. All floors must be in finished state (no plywood).

Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Bedrooms:

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability. Minimum bedroom ceiling height is 7'6" (seven feet, six inches) or local code, whichever is greater. Sloping ceilings may not slope to lower than five feet in the 70 (seventy) square foot area.

Pools:

All single-family homes with pools must be clean, sanitary, secured and enclosed with a safety fence minimum height of 48" (forty-eight inches) and a gate latch must be equipped with self-closing latch mechanism to ensure safety. All pools must comply with local codes.

<u>Modifications</u>

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to unit if agreed to by the tenant and landlord. PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.



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**J. EMERGENCY REPAIR ITEMS** [24 CFR 982.404(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 (twenty-four) hours of notice by the inspector:

- Lack of security for the unit,
- Waterlogged ceiling in imminent danger of falling,
- Major plumbing problem leaks or flooding,
- Natural gas leak or fumes,
- Electrical problem which could result in shock or fire,
- No heat when outside temperature is below 50 (fifty) degrees,
- Fahrenheit and temperature inside unit is below 55 (fifty-five) degrees Fahrenheit,
- Obstacle which prevents tenant's entrance or exit,
- Missing or non-working smoke detectors,
- Missing or non-working carbon monoxide detectors

In those cases, where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the PHA.

If the emergency repair item(s) are not corrected in the time period required by the PHA, and the owner is responsible, the housing assistance payment and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the PHA, and it is an HQS breach which is a family obligation, the PHA will terminate the assistance to the family.

**Smoke /Carbon Monoxide Detectors**

Inoperable smoke and/or carbon monoxide detectors are a serious health threat and will be treated by the PHA as an emergency 24 (twenty-four) hour item.

One or more carbon monoxide detectors are required in every enclosed space or room (internally and/or externally) of units that contains boilers, water heaters, fuel burning forced air furnaces (which is fired by the direct application of energy from the combustion of fuels) and that is located in any portion of a unit or external of unit that contains sleeping rooms.



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If the smoke and/or carbon monoxide detectors is not operating properly the PHA will contact the owner by phone and request the owner to repair the smoke and/or carbon monoxide detectors within 24 (twenty-four) business hours. The PHA will re-inspect the unit the following business day.

If the PHA determines that the family has purposely disconnected the smoke and/or carbon monoxide detectors (by removing batteries or other means), the family will be required to repair the smoke and/or carbon monoxide detectors within 24 (twenty-four) business hours and the PHA will re-inspect the unit the following business day.

**K. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)** [24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by PHA, the assistance payment to the owner will be terminated effective at the end of the month that the unit failed inspection.

**L. DETERMINATION OF RESPONSIBILITY** [24 CFR 982.404, 982.54 (d) (14)]
Certain HQS deficiencies are considered the responsibility of the family:

- Tenant paid utilities not in service,
- Failure to provide or maintain family- supplied appliances,
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

"Normal wear and tear" are defined as items which could not be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all HQS violations not listed as a family responsibility, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute serious or repeated lease violations the owner may take legal action to evict the family. The PHA may terminate the family's assistance on that basis.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

**M. CONSEQUENCES IF FAMILY IS RESPONSIBLE** [24 CFR 982.404(b)]

If emergency or non-emergency violations of HQS is determined to be the responsibility of the family, the PHA will require the family to make any repair(s) or corrections with 30 (thirty) days**.** If the repair(s) or correction(s) are not made in this time period, the PHA will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by Housing Service Manager or designee. The owner's rent will be abated for items which are the owner's responsibility and not repaired.

If the tenant is responsible and corrections are not made, the HAP contract will be terminated.



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## N. RENEWAL REQUESTS FOR REASONABLE ACCOMMODATIONS

THA will conduct inspections on all units where there is an initial or renewal request for a reasonable accommodation for verification purposes.

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## Chapter 11

## OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982.502, 982.503, 982.504, 982.505, 982.507]

### INTRODUCTION

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Housing Choice Voucher Program (HCVP). These amendments became effective on October 1, 1999, which is referred to as the "merger date". These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All Section 8 participant families have been transitioned to the Housing Choice Voucher Program on or before October 1, 2001. Rent calculations methods for the Housing Choice Voucher Program are described at 24 CFR 982.505. The rent calculation formula is specific and it's not subject to interpretation.

The PHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the PHA's responsibility to ensure that the rents charged by owners are reasonable based upon assisted ~~comparables~~comparable in the rental market, using the criteria specified in 24 CFR 982.507(b).

This chapter explains the PHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

### A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited only by rent reasonableness. The PHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable units. The only limitation on rent to owner is the maximum rent standard at initial occupancy. At the time a family initially receives assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds applicable payments standard for the family, the family share may not exceed 40 (forty) percent of the family's adjusted income.

During the initial term of the lease, the owner may not raise rent to family. If the owner would like to increase rental amounts, the owner must notify the PHA 60 (sixty) days before the annual recertification.

NOTE: * Rental increase letters received from owners **will not** be accepted in lieu of the rental increases being requested and documented on the RFTA.

* Rental increase letters will not be used as documentation of requested rental increases prior to the 60 (sixty) day deadline of the participants' annual recertification in lieu of the request being on the RFTA and the RFTA being

received by the agency before the stated deadline.

* Owner requests for all rental increases **must** be:

1) Documented on the RFTA; **AND**,
2) The current rental amount must be marked through and the new, requested rental amount must be written as the proposed rent; **AND**,
3) The proposed rent must be **initialed** by **BOTH** the owner and the participant/ tenant; **AND**,
4) The RFTA must be submitted **AND** received by the housing agency **no later than 60 (sixty) days from the participants'/ tenant's annual recertification**.

NOTE: * applicable to all monetary requests for increases and must be in the appropriate area on the RFTA

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Incomplete RFTA's and those received after the stated deadline will not be granted the requested rental increase(s).

It is the practice of THA to request of participating owners to limit all necessary rental increases to a maximum of five percent or below.

**B. MAKING PAYMENTS TO OWNER** [24 CFR 982.451]

Once the HAP contract is executed, the PHA begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month. All Housing Assistance Payments and Utility Reimbursement Payments will be disbursed via Direct Deposit to a financial institution submitted by the applicable vendor. The direct deposit has to be an active checking account or pre-paid debit card. The Agency will no longer disburse payments via paper check after the first successful test is completed to all new accounts. A signed direct deposit form, conflict of interest form and a copy of a voided check (or letter from the financial institution/ verification of the active/ open account) and IRS Form W-9 will be required for all new and existing contracts. Direct deposit and vendor applications will be required for all portability's prior to execution of HAP contracts.

NOTE: Manual checks that have not been received, will not be replaced until a written/verbal request has been received from the payee ~~and 30~~and 30 (thirty) days have lapsed from the date of issuance.

**Excess Payments**

The total of rent paid by the tenant plus the PHA housing assistance payment to the owner may not be more than the rent to owner. If there are future payments scheduled for the vendor, an auto adjustment will be made during the next cycle. If there are no further payments scheduled, the owner must immediately return any excess payment to the PHA. Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the PHA" chapter of the Administrative Plan.



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**Late Payments to Owners**

The PHA will not be obligated to pay any late payment penalty if HUD determines that the late payment is due to factors beyond the PHA's control, such as delay in the receipt of program funds from HUD. The PHA, the administrative fee reserve as its only source for late payment penalty. The PHA will not use any program housing subsidy for the payment of late fee penalties to the owner. Payments are considered paid upon mailing by the PHA**.**

## C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.507]

The PHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

The PHA will not approve a lease until the PHA determines that the initial rent to owner is a reasonable rent. The PHA must re-determine the reasonable rent before any increase in the rent to owner, and if there is a five (five) percent decrease in the published FMR in effect 60 (sixty) days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The PHA must re-determine rent reasonableness if directed by HUD and based on a need identified by the PHA's auditing system. The PHA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the PHA.

The owner will be advised that by accepting each monthly housing assistance payment he/she will be certifying that the rent to owner is not more than rent charged by the owner.

If requested, the owner must give the PHA information on rents charged by the owner for other units in the premises or elsewhere. The PHA will only request information on the owner's units elsewhere if the PHA has cause to demonstrate that the owner tends to charge higher rents to program participants or if needed for rent reasonableness ~~comparables~~comparable.

The data for other unassisted units will be gathered from realtors, professional associations, inquires of owners, market surveys, and other available sources. The market areas for rent reasonableness are census tract within the PHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of Bedrooms/square footage),
- Location,
- Quality,
- Amenities (bathrooms, dishwasher, air conditioning, etc.),



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- Housing Services,
- Age of Unit,
- Unit Type,
- Maintenance,
- Utilities

**Rent Reasonableness Methodology**

The PHA utilizes a rent reasonableness system that includes and defines the HUD factors listed above.

In determining rent reasonableness, the PHA uses the Gosection8 website to compare units in the area for owners who are interested in participating with the Housing Choice Voucher Program. The PHA uses a 5 (five) mile radius and will compare it to at least 3 (three) units.

The housing program uses a point system in determining rent reasonableness. The point system consists of a check list of amenities inside and outside each unit. The rating from the unit check list is then compared to a rent reasonableness scale with the point ratings and the established unit amounts listed by bedroom size. By use of the comparable methods and the point system, the average rents are identified for units of like size and type within the same market area. Each defined factor of the items listed above on the unit to be assisted will be compared to those factors of comparable unassisted units in determining the rent. The rent will be based on the similarities average and will be adjusted up or down based on similarity of the units using the required HUD factors.

## D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR 982.503]

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and the PHA's discretion, the Voucher Payment Standard amount is set by the PHA between 90 (ninety) percent and 110 (one hundred ten) percent of the HUD published FMR. This is considered the basic range. The PHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the PHA will ensure that the Payment Standard is always within the range of 90 (ninety) percent to 110 (one hundred ten) percent of the new FMR unless reasonable accommodation is needed for a disabled family an exception payment standard has been approved by HUD.

The PHA will establish a single voucher payment standard amount for each FMR area in the PHA jurisdiction. For each FMR area, the PHA will establish payment standard amounts for each "unit size". The PHA may have a higher payment standard within the PHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90 (ninety) -110 (one hundred ten) percent of FMR range.

The PHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

### E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.503]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rent affordable. The PHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. The PHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

**Assisted Families' Rent Burdens**

**The PHA will review its payment standard on an annual basis and will be set within the basic range of 90 (ninety) percent to 110 (one hundred ten) percent.**

**Quality of Units Selected**

The PHA will 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.

**PHA Decision Point**

The PHA will review the average percent of income of families on the program. If more than 25 (twenty-five) percent of families are paying more than 30 (thirty) percent of monthly adjusted income, the PHA will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS, and any additional standards added by the **PHA** in the Administrative Plan.

If families are paying more than 30 (thirty) percent of their income for rent due to selection of larger bedroom size units of luxury units, the PHA may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, the PHA will continue increasing the payment standard.

**Rent to Owner Increases**

The PHA may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

**Time to Locate Housing**

The PHA may consider the average time period for families to lease up under the Voucher program. If more than 25 (twenty-five) percent of voucher holders are unable to locate suitable housing within the term of the Voucher and the PHA determines that this is due to 50 (fifty) percent of rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.



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**Lowering of the Payment Standard**

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 (ninety) percent of the FMR without authorization from HUD.

**Financial Feasibility**

Before increasing the Payment Standard, the PHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the PHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

**File Documentation**

The PHA will retain a file for at least 3 (three) years to document the analysis and findings to justify whether or not the Payment Standard was changed.

## F. EXCEPTION PAYMENT STANDARDS

If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount established by the PHA for the exception area in accordance with regulation at 24 CFR 982.503(c).

## G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM [24 CFR 982.308(G)]

The owner is required to notify the PHA, in writing, at least 60 (sixty) days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements. It is the practice of THA to request of participating owners to keep all rental increases to a maximum of five percent or below. See 24 CFR 982.503.

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**Chapter 12**

**RECERTIFICATIONS**

[24 CFR 982.516]

## INTRODUCTION

In accordance with HUD requirements, the PHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertification and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition. This chapter defines the PHA's policy for conducting annual re-certifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

## ANNUAL ACTIVITIES [24 CFR 982.516, 982.405]

There are 4 (four) activities that the PHA must conduct on annual basis:

1. Recertification of income and family composition,

2. EIV Check: Run a EIV report at the time of the annual to determine and/or discuss any income discrepancies with the client(s),
   NOTE: EIV reports may be run and EIV reviews may performed as necessary based on HUD's expectation of agencies to use the EIV/ Income Verification Tool (IVT).

3. Background Checks: The PHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

4. After the 1st (first) Annual inspection, which is performed between 9 (nine) and 12 (twelve) months, all subsequent inspections will be performed on a Biennial basis

The PHA produces a monthly listing of units under contract to ensure that timely reviews of housing quality and factors related to total tenant payment/family share can be made.

Reexamination of the family's income and composition must be conducted at least annually.

Interim and/or annual recertification changes in income and/or household composition will not be processed during moves; however, it remains the responsibility of the participant to report such income changes to the agency within 10 (ten) days. Once a participant has leased up, all changes to income and/or household will be processed accordingly.



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Rent adjustments: See "Owner Rents, Rent Reasonableness and Payment Standards" chapter.

**BIENNIAL RECERTIFICATION/ REEXAMINATION**

Biennial inspections. PHA will conduct unit inspections every other year instead of annually. Permitting biennial inspections for HCV units will reduce the administrative and financial burden on PHA and high-performing landlords and enable PHAs to concentrate their inspection resources on the more marginal and higher-risk units.

See "Housing Quality Standards and Inspections" chapter.

**Moves Between Reexaminations**

When families move to another dwelling unit:

An annual recertification will be scheduled unless a recertification has occurred in the last 60 (sixty) days and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification.

**Reexamination Notice to the Family**

The PHA will maintain a reexamination tracking system and the household will be notified through Assistance Check of the date, and time for their interview and receive reexamination documents at least 90 (ninety) days (not to exceed - 120 (one hundred twenty days) in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format and/or mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

NOTE: Assistance Check is the agency's primary method of communicating with HCV participants and owners. Forms, documents, letters, inquires, supporting documentation, etc. can be transmitted electronically between THA, participants and owners. If there are circumstances that limit a participant or owner's ability to utilize Assistance Check.com, THA will review on a case-by-case basis and may accept an alternative method of transmitting forms, documents, letters, inquires, supporting documentation.

**NOTE:** **THA may conduct in-person interviews**. All Interims, Annuals, Moves, Income and Household Changes may be conducted virtually through teleconference or WebEx by Housing Specialists. Materials may also be made available and/or provided online or uploaded through Assistance Check.

In-person interviews may be conducted at the discretion of the agency and its personnel. Appointments can be requested and/or scheduled for those who require special accommodations in advance.

**Procedure**

The PHA's procedure for conducting annual recertification will be:

- Schedule the date and time of appointments and notify the family through Assistance Check, postal mail, phone and/or email.

**Annual Appointment Schedule**

Annual Appointments will be conducted each month. Home visits may be conducted the same week. All Make-up appointments will be arranged and scheduled; however, if 2 (two) of the scheduled appointments are missed the client will be terminated.

**Completion of Annual Recertification**

The PHA will have all re-certifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 (thirty) days before the scheduled date of the change in family rent.

**Person with Disabilities**

Persons with disabilities who are unable to comply with the transmittal of information to THA electronically through Assistance Check will be granted an accommodation by conducting the interview virtually and/or with a person designated to act on their behalf. Owners/agents cannot act as designees or if there is not a designee the recertification package will be mailed. Upon verification that the accommodation requested meets the need presented by the disability.

**Collection of Information** [24 CFR 982.516(f)]

The PHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

The PHA representative will interview the family and enter the information provided by the family on the recertification form or in the computer; review the information with the family and have them sign the application and any other necessary documents. Assistance Check is the primary source and method for voucher holders to utilize when communicating with THA along with transmitting and receiving documents during annual re-exams.

**Requirements to Attend**

The following family members will be required to return all requested forms and supporting documentation through Assistance check and attend the recertification interview virtually through teleconference or WebEx by Housing Specialists:

- All adult household members

NOTE: In-person interviews may be conducted at the discretion of the agency and

its personnel. Appointments can be requested and/or scheduled for those who require special accommodations in advance.

**Failure to Respond to Notification to Recertify**

The written notification must state which family members are required to attend the interview. If the family does not appear for the re certification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA will reschedule a second appointment. The 2nd (second) written notification will advise the family that failure to attend the second appointment will result in the recommendation of termination of assistance and will offer them an informal hearing.

If the family fails to appear for the 2nd (second) appointment, and has not rescheduled or made prior arrangements, the assistance will be recommended for termination.

Exceptions to these policies may be made by the Housing Service Manager or Supervisor if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

**Documents Required to Recertify the Family**

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

- Documentation of all assets (A self-certification of assets can be completed),
- Documentation of all income sources,
- Documentation of any deductions/allowances,
- Request for Tenancy Form

**Documentation of all Income**

Clients will be provided with a request for additional documentation form if they fail to provide information at the annual appointment. If documents are not received by the first week of the following month, a reminder letter will be uploaded through Assistance Check and/or mailed by the caseworker. If documentation is not received within 30 (thirty) days, a final termination will be uploaded through Assistance Check and/or mailed.

**Verification of Information**

The PHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be no more than 120 (one hundred twenty) days old.

If the family causes a delay so that processing of the reexamination is not complete by the first of the month, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.



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**REPORTING INTERIM CHANGES** [24 CFR 982.516]

Program participants must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court awarded custody must be reported by the family within a 30 (thirty) day period from the date of change. The family must obtain PHA approval prior to all other additions to the household. If any new family member is added, family income must include any income of the new family member. The PHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

**Interim Reexamination Policy**

Interim and/or annual recertification changes in income and/or household composition will not be processed during moves; however, it remains the responsibility of the participant to report such income changes to the agency within 10 (ten) days. Once a participant has leased up, all changes to income and/or household will be processed accordingly.

**Increases in Income**

The PHA will conduct interim reexaminations when the family reports an increase in their household income. Families are required to report increases in household income from all sources within ten (10) days or when the change occurs.

**Tenant Rent Increases**

If tenant rent increases, notice is uploaded through Assistance Check and/or mailed to the family at least 14 (fourteen) days prior to the scheduled effective date of the annual recertification.

If less than 14 (fourteen) days are remaining before the scheduled effective date of the annual recertification, the tenant rent increases will be effective on the first of the month following the 14 (fourteen) day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual re certification.

**Decrease in Income**

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The PHA



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must calculate the change if a decrease in income is reported.

**Tenant Rent Decreases**

If tenant rent decreases, it will be effective the first of the month following the month in which the change was verified.

If the family causes a delay so that processing of the reexamination is not complete by the first of the month, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.

**PHA Errors**

If the PHA makes a calculation error at admission to the program, at an interim or annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable; retroactive to when the decrease for the change would have been effective if calculated correctly.

**OTHER INTERIM REPORTING ISSUES**

An interim reexamination may be scheduled for families with 0 (zero) or unstable income every 90 (ninety) days. Any changes reported by participants other than those listed in this section will be processed between regularly scheduled annual re-certifications.

**INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**
[24 CFR 5.615]

The PHA will not reduce the family share of rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

- Fraud in connection with the welfare program, or
- Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime or other time limit on receiving benefits, or
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or
- A situation where a family member has not complied with other welfare agency requirements.

**Definition of Covered Family**

Families who receive welfare assistance or other public assistance benefits from a State or other public 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.

**Definition of "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 included in the family's income for purposes of determining rent. The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

- The amount of the benefit reduction,
- The term of the benefit reduction,
- The reason for the reduction,
- Subsequent changes in the term or amount of the benefit reduction

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of the welfare benefits reduction (as specified by the welfare agency).

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to 0 (zero). If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the Housing Services Manager will review the calculation for accuracy. If the imputed welfare income amount is correct, the PHA will provide a written notice to the family that includes:

- A brief explanation of how the amount of imputed welfare income amount was determined.
- A statement that the family may request an informal hearing if they do not agree with the PHA determination.

**Verification Before Denying a Request to Reduce Rent**

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agencies economic self-sufficiency or work activities requirements before denying the family's request for rent reduction. The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.



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**Cooperation Agreements** [24 CFR 5.613]

The PHA must make best efforts to enter into cooperation agreements with welfare agencies under which such agencies agree:

- To target public assistance, benefits and services to families receiving assistance in the public housing program and the Section 8 tenant-based assistance program to achieve self-sufficiency
- To provide written verification to the PHA concerning welfare benefits for families applying for or receiving assistance in these housing assistance programs.

The PHA and the local welfare agency have mutually agreed to exchange information regarding any economic self-sufficiency and/or other appropriate programs or services that would benefit Section 8 tenant-based assistance families.

**NOTIFICATION OF RESULTS OF RECERTIFICATIONS** [HUD Notice PIH 98-6]

- The HUD form 50058 will be completed and transmitted as required by HUD.
- The Notice of Rent Change is uploaded through Assistance Check and/or mailed to the owner and the tenant. Signatures are required by the PHA. If the family disagrees with the rent adjustments, they may request an informal hearing.

**TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)** [24 CFR 982.516(c)]

**Standard for Timely Reporting of Changes**

The PHA requires the families to report interim changes to the PHA within 10 **(ten)** days or when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 10 (ten) days of the change. If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

**NOTE: Reporting changes to the agency requires the participant to submit:**

**1)** a completed change of income form (completed and signed by the employer or employer representative), **AND**
2) supporting documentation (paycheck stubs, termination, or lay-off letters, etc.).

Verbal notification/ reporting of changes in income or family composition will **not** result in any updates made to the participant's records/ case. A written, completed form **must** be submitted along with supporting documentation.

**NOTE:** The PHA will require participants to submit the most recent 2 (two) months of non-payments/ receipts of child support income prior to the agency removing the child support income from the participants' record.

**Procedures when the Change is Reported in a Timely Manner**

The PHA will notify the family and the owner of any changes in the Housing Assistance Payment to be effective according to the following guidelines:

- Increase in the Tenant Rent is effective on the 1st (first) of the month following at least thirty days' notice.
- Decreases in the Tenant Rent are effective the 1st (first) of the month following that in which the change is reported. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

**Procedures when the Change Is Not Reported by the Family in a Timely Manner**

If the family does not report the change within 10 (ten) days, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

- Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a Repayment Agreement**.**
- Decrease in Tenant Rent will be effective on the 1st (first) of the month following the month that the change was reported.

**Income Discrepancy**

According to PIH 2010-19, Housing Choice Voucher (HCV) participants are required to reimburse the Housing Agency (PHA) if they were charged less rent than required by The Department of Housing and Urban Department's (HUD) rent formula due to the household's underreporting or failure to report income. The voucher holder is required to reimburse the PHA for the difference between the tenant rent that should have been paid to the owner and the tenant rent that was actually paid.

**Income Discrepancy Process**

If there is an income discrepancy on the EIV report at the time of the annual, we must discuss the income discrepancy with the client. If the family disputes the unreported/underreported income, the following steps must take place:

- Request that the client provide any documentation to dispute the unreported or underreported income and/or income sources.



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- They will have 60 (sixty) days to bring in the documents. (If the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the 3rd (third) party source, any information necessary to resolve the income discrepancy).

- Once they submit their information, the ~~annuals~~ caseworker will review the information.

- If the client shows proof that the information provided by EIV was incorrect it will be documented in the file.

- If unable to show proof, then the client will need to enter into a repayment agreement as shown below.

If the family confirms the unreported/underreported income, the following steps must take place.

- Client signs EIV acknowledging the income discrepancy.

- The Housing Specialist will determine the voucher holder's underpayment of rent as a result of unreported or underreported income. PHAs are required to go back as far as the PHA has documentation. The amount to be paid back may not exceed 40 (forty) percent of the monthly adjusted income unless the client has already exceeded 40 (forty) percent of their monthly adjusted income. (those who have been on the program and have earned additional income over time). In this case the Housing Agency and the client need to come up with a monthly repayment amount. The PHA will require all fraud repayments to be paid in full within 36 (thirty-six) consecutive months from the first date of agreed payment. This will supersede any agreement requirements above. If the tenant refuses to enter into a repayment agreement, the PHA must terminate the family's assistance for the last day of the current month.

- The Fraud Worksheet will be completed in Housing Pro by Housing Specialist.

- The income discrepancy letter will be sent to the client with the amount that is owed.

- The tenant needs to schedule an appointment with the caseworker to sign the repayment agreement. The appointment needs to be scheduled 10 (ten) business days from the date of the letter.

- The terms of the agreement may be renegotiated if there is an increase or decrease in the family's income.

- Appeals will be reviewed and determined by Housing Manager/Appeal Board. Late and/or missed payments constitute default of the repayment agreement and will result in termination of assistance.



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**Procedures when the Change is Not Processed by the PHA in a Timely Manner**

"Processed in a timely manner' means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, the landlord should issue a credit or reimburse the tenant.

If the change resulted in an underpayment to the landlord a retroactive check for the amount will be deposited into the landlords account on the next payment run.

**CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES**
[24 CFR 982.516(c)]

(See "Subsidy Standards" chapter.)

**CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES** [24 CFR 5.518]

Under the Non-Citizen Rule, "mixed" families are families that include at least one citizen or eligible immigrant or any number of ineligible members.

The Non-Citizens Rule was implemented prior to November 29, 1996, and "mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

- The head of household or spouse is a U.S. citizen or has eligible immigrant status; **AND**,
- The family does not include any person (who does not have eligible immigration status) other than the head of household, any spouse of the head of household, any parents of the head of household, any parents of the spouse, or any children of the head of household or spouse.

**MISREPRESENTATION OF FAMILY CIRCUMSTANCES**

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

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**Chapter 13**

**MOVES WITH CONTINUED ASSISTANCE/PORTABILITY**

[24 CFR 982.314, 982.353, 982.355(a)]

## INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the PHA's jurisdiction or to a unit outside of the PHA"s jurisdiction under portability procedures. The regulations also allow the PHA the discretion to develop policies which define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of, the PHA's jurisdiction, and the policies for restriction and limitations on moves.

### A. ALLOWABLE MOVES

- A family may move to a new unit with continued assistance if:
  - The assisted lease for the old unit has terminated because the PHA has terminated the HAP contract for the owner breach, or the lease was terminated by mutual agreement of the owner and the family. THA requires both the participant and the owner to complete the Notice to Move form.
  - The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
  - The family has given proper notice of lease termination to the PHA and the owner (and if the family has a right to terminate the lease on notice to owner).

**NOTE:** 1). THA **requires** all participants to complete the Notice to Move form when requesting to move from the current unit (even if the landlord does not sign the form).

2) If a participant/ family **does not** move out by the agreed upon date or by the last day of the month, the participant will be responsible for paying the **full rental amount** to the owner while remaining in occupancy.

3) Participants who take possession/ move into a unit prior to the authorization of the agency will be responsible for pro-rated and/or full month's contracted rent to the owner until the agency approves tenancy and a HAP contract executed with the owner.



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4) If the agency deems a participant ineligible for a unit and/or the unit does not meet HQS compliance expectations and the participant takes possession/ moves into the unit, the participant must then decide to remain in the unit and forfeit the voucher or move to maintain the voucher and assistance.

5) Interim and/or annual recertification changes in income and/or household composition will not be processed during moves; however, it remains the responsibility of the participant to report such income changes to the agency within 10 (ten) days. Once a participant has leased up, all changes to income and/or household will be processed accordingly.

**B. RESTRICTIONS ON MOVES** [24 CFR 982.314(E)(I), 982.552(a)]

Families will not be permitted to move within the PHA's jurisdiction during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period. Exceptions may be made for a valid documented reason and the family and owner have signed a mutual agreement releasing the family from the lease.

The following are examples of valid reasons a family may request to move during a 12-month period:

- Fleeing domestic or sexual abuse;
- Fleeing non-participatory criminal activity at the unit;
- Reasonable accommodation for a person with a disability;
- The PHA will not consider more than one such request during the 12 (twelve) month period following the family's most recent move.

**The PHA will deny permission to move if there is insufficient funding for continued assistance.**

*When the PHA may deny permission to move (*24 CFR 982.354)

1) The PHA may deny permission to move if the PHA does not have sufficient funding for continued assistance. The PHA must provide written notification to the local HUD Office within 10 (ten) business days of determining it is necessary to deny moves to a higher-cost unit based on insufficient funding.
2) At any time, the PHA may deny permission to move in accordance with §982.552 (grounds for denial or termination of assistance).



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The PHA will deny permission to move if:

- The family has violated a family obligation,
- The family owes the PHA money,
- The family has moved or been issued a voucher within the last 12 (twelve) months.

**NOTE:** Participants **will not** be issued a new voucher/ allowed to move while owing debts to the current owner unless he/she enters into a Non-Judgment Repayment Agreement with the current owner to settle the debt(s) owed prior to moving. The form must be completed, signed, and dated by both the owner and participant and forwarded to THA.

The Housing Manager may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

**C. PROCEDURE FOR MOVES** [24 CFR 982.314]

**Issuance of Voucher**

Subject to the restrictions on moves, if the family has not been recertified within the last 120 (one hundred twenty) days, the PHA will issue the voucher to move after conducting the recertification.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits and they provide documentation.

The annual re certification date will be changed to coincide with the new lease-up date.

**Notice Requirements**

Briefing sessions emphasize the family's responsibility to give the owner and the PHA proper written notice of any intent to move. The family must give the PHA at least a 30 (thirty) day notice with the move out date as the last day of the month. The client will refer to their lease agreement to determine the number of days to give to the landlord. The Notice to Move must be signed by the Head of Household and the owner by the first of the month.

**Time of Contract Change**

A move within the same building or between units owned by the same owner, will be processed like any other move except that there will be no overlapping assistance. In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract.



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## D. PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of or into the PHA's jurisdiction within the United States and its territories.

## E. OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive housing choice voucher assistance to lease a unit outside the PHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a housing voucher program. When a family requests to move outside of the PHA's jurisdiction, the request must specify the area to which the family wants to move.

THA will not overlap HAP between landlords nor pro-rate HAP for participants who choose to port to other areas after THA has issued HAP to an owner for the current month. THA will not issue HAP for any day prior to the participant's move out date.
If special circumstances arise with the participant and receiving PHA, THA will review on a case-by-case basis and may choose to issue pro-rated HAP to the new owner which may overlap HAP for the month when the family moved out of the old unit and the first HAP for the new unit. This is not considered duplicate housing subsidy; however, overlapping HAP payments are not allowed if the owner of the new unit and the previous unit is the same.

**Restrictions on Portability**

**Applicants**

If neither the head nor spouse had a domicile (legal residence) in the PHA jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher, unless the PHA approves such move.

For a portable family that was not already receiving assistance in the PHA's Housing Choice Voucher program, the PHA must determine whether the family is eligible for admission under the receiving PHA's program.

**Participants**

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the 1st (first) year of assisted occupancy, except in the following circumstance.

- The receiving and initial PHA agrees to allow the move,
- Violence Against Women's Act (VAWA)

The PHA will not permit families to exercise portability if:

- If the family is in violation of a family obligation,
- If the family owes money to the PHA,



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- If the family has moved out of its assisted unit in violation of the lease.

Receiving PHA's will be required to submit hearing determinations to the PHA within 30 (thirty) days.

**F. INCOMING PORTABILITY** [24 CFR 982.354, 982.355]

**Absorption**

If the receiving PHA notified the initial PHA that it will absorb the voucher, it cannot reverse its decision at a later date without consent of the initial PHA.

**Administration**

The PHA will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher if the initial voucher has not expired at the time of the request and/or receipt of required forms. If administering, the family will be issued a "portable" voucher by the PHA. The term of the voucher will not expire before the expiration date of any initial PHA voucher. The family must submit a request for tenancy approval for an eligible unit to the receiving PHA during the term of the receiving PHA voucher. The receiving PHA may grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in the PHA's jurisdiction, they must contact the initial PHA to request an extension.

When the PHA does not absorb the incoming voucher, it will administer the initial PHA's voucher and the receiving PHA's policies will prevail.

For admission to the program a family must be income eligible in the area where the family leases a unit with assistance under the program.

The PHA will issue a "portability voucher" according to its own subsidy standards. If the family has a change in family composition which would change the voucher size, the PHA will change to the proper size based on its own subsidy standards.

**Initial PHA's must have all family members listed on HUD Form 50058 prior to the family member porting to the receiving PHA or THA may receive approval from the initial PHA in writing approving the addition(s) to the family member's household.**

**The THA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody (See section on Adding Family Members to Your Household).**

**Income and Total Tenant Payment of Incoming Portables** [982.353(d)]

The receiving PHA will conduct a recertification interview and verify the information provided. After the PHA conducts a recertification of the family and completes the application, the verification process will be granted.



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If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the PHA's jurisdiction, the PHA will refuse to enter into a contract on behalf of the family at $0 assistance.

**Request for Tenancy Approval**

When the family submits a RFTA, it will be processed using the PHA's policies. If the family leases up successfully, the PHA will bill the initial PHA within 60 (sixty) days of the expiration date of the voucher.

- Participants who take possession/ move into a unit prior to the authorization of the agency will be responsible for pro-rated and/or full month's contracted rent to the owner until the agency approves tenancy and a HAP contract executed with the owner.

- If the agency deems a participant ineligible for a unit and/or the unit does not meet HQS compliance expectations and the participant takes possession/ moves into the unit, the participant must then decide to remain in the unit and forfeit the voucher or move to maintain the voucher and assistance.

If the family does not submit a RFTA or does not execute a lease, the initial PHA will be notified within 60 (sixty) days of the expiration date of the voucher by the PHA.

NOTE: THA may elect to return the porting family back to the initial agency (as a means of notification) prior to the expiration of the voucher issued by THA (receiving PHA) to prevent an expiration of voucher granted/ issued by the by porting (initial) agency.

The PHA will notify the initial PHA if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

If the PHA denies assistance to the family, the PHA will notify the initial PHA and the family will be offered an informal review.

The PHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside the PHA's jurisdiction under continued portability.

**Regular Program Functions**

The PHA will perform all program functions applicable to the Housing Choice Voucher Program, such as:

- Annual Reexaminations of family income and composition,
- Annual inspection of the unit; and
- Interim examinations when requested or deemed necessary by the PHA

**Annual Reexamination**

An annual recertification will be scheduled unless a recertification has occurred in the last



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60 (sixty) days and the anniversary date will be changed. The PHA will maintain a reexamination tracking system and the household will be notified through Assistance Check and/or by mail of the date and time for their interview at least 120 (one hundred twenty) days in advance of the anniversary date.

Interim and/or annual recertification changes in income and/or household composition will not be processed during moves; however, it remains the responsibility of the participant to report such income changes to the agency within 10 (ten) days. Once a participant has leased up, all changes to income and/or household will be processed accordingly.

**Terminations**

The PHA will notify the initial PHA in writing of any termination of assistance within 30 (thirty) days of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by the PHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.

The initial PHA will be responsible for collecting amounts owed by the family and for monitoring repayment. If the initial PHA notifies the PHA that the family is in arrears or the family has refused to sign a payment agreement, the PHA will terminate assistance to the family.

**Required Documents**

As receiving PHA, the PHA will require the initial PHA submit the following documents:

- HUD 50058,
- Related Verification Information:
- HUD 52665,

**Billing Procedures**

As receiving PHA, the PHA will bill the initial PHA for housing assistance payments and administrative fees as required by HUD regulations.

The initial PHA must reimburse the receiving PHA for the lesser of 80 (eighty) percent of the initial PHA's administration fee or 100% of the receiving PHA's administrative fee.

The PHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify the PHA of changes in the administrative fee amount to be billed.

**G. Violence Against Women Act** [24 CFR 5.2003]

THA collaborates with local law enforcement to determine the needs of the residents and community, working towards a mutual goal of ensuring and improving the safety of residents. THA



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has undertaken partnerships with local organizations to enable THA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.

Measures taken by THA include:

- Partnership with law enforcement to analyze crime statistics over time for crimes committed "in and around" public housing,
- Partnership with Domestic Violence Solutions to reach out to PHA residents and increase awareness within the community at resident meetings

THA has developed policies and procedures to implement the requirements of VAWA. The victim or threatened victim of an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence. THA may terminate the assistance/tenancy to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. THA may honor court orders regarding the rights of access or control of the property and orders issued to protect the victim and to address the distribution or possession of property among household members where the family "breaks up". There is no limitation on the ability of THA to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims may. There is no prohibition on THA terminating assistance if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) assistance is not terminated". Any protections provided by law which give greater protection to the victim are not superseded by these provisions. THA may require certification by the victim of victim status on such forms as THA and/or HUD shall prescribe or approve.

• THA supports the goals of the VAWA Amendments and will comply with its requirements and will continue to administer its housing programs in ways that support and protect residents (including Section 8 Housing Choice Voucher program participants) and applicants who may be victims of domestic violence, dating violence, sexual assault, or stalking.

• An emergency transfer plan facilitates a move with continued assistance, by awarding health and safety preferences to qualifying participants threatened with imminent harm.

• THA will not take any adverse action against a resident/participant or applicant solely based on her or his being a victim of such criminal activity, including threats of such activity. "Adverse action" in this context includes denial or termination of housing assistance.

• THA will not subject a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard for lease compliance than other residents.

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**Chapter 14**

**CONTRACT TERMINATIONS**

[24 CFR 982.311, 982.314]

**INTRODUCTION**

The Housing Assistance Payments (HAP) contract is the contract between the owner and the PHA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the PHA and the owner, and the policies and procedures for such terminations.

## A. CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP contract is the same as the term of the lease. The contract between the owner and the PHA may be terminated by the PHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the PHA to the owner after the month in which the contract is terminated. The owner must reimburse the PHA for any subsidies paid by the PHA for any period after the contract termination date.

If the family continues to occupy the unit after the HCV contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the PHA for vacancy loss under the provisions of certificate HAP contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

## B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314(c) (2)]

Family termination of the lease must be in accordance with the terms of the lease.

## C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

[24CFR982.310, 982.455]

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:



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- Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease,
- Violations of Federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises,
- Other good cause. During the initial term of the lease, 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 (see 982.310).

**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 they have engaged in the criminal activity:

- Regardless of arrest or conviction,
- Without satisfying the standard of proof used for a criminal conviction

**Termination of Tenancy Decisions**

If the law and regulations permit the owner to take an action but don't require action to be taken, the owner can decide whether to take the action. Relevant circumstances for consideration include:

- The seriousness of the offense,
- The effect on the community,
- The extent of participation by household members,
- The effect on uninvolved household members,
- The demand for assisted housing by families who will adhere to responsibilities,
- The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action,
- The effect on the integrity of the program

**Exclusion of culpable household member**

The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.



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**Consideration of Rehabilitation**

When determining whether to terminate the tenancy for illegal drug use or alcohol abuse, the owner may consider whether the member:

- Is no longer participating,
- Has successfully completed a supervised drug or alcohol rehab program,
- Has otherwise been successfully rehabilitated

The owner may require the tenant to submit evidence of any of the three (above).

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in 24 CFR 5.105.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notices to the tenant. The 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.

Housing assistance payments are paid to the owner under terms of the HAP contract. If the owner has begun eviction 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. The PHA will continue housing assistance payments until the family moves or is evicted from the unit. The PHA must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from the PHA, the owner certifies that the tenant is still in the unit, the rent is reasonable, and he/she is in compliance with the contract.

If an eviction 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.

**Judgments**

The owner must provide the PHA with a copy of the court awarded judgment within 10 (ten) business days of the final judgment. The PHA will send a copy to the owner and voucher holder along with a form for both parties to arrange a repayment agreement. The agreement must be received within 10 (ten) business days from the date of the letter provided by the Agency. If the agreement is not received within 10 (ten) business days, the PHA will be excluded from the process.

Once the payment agreement is signed by both parties a copy must be provided to the PHA. If the owner provides a written notice to the PHA for failure of payment, the client could be terminated from the program. If the owner and voucher holder change the agreement, a copy must be provided to the PHA.



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## D. TERMINATION OF THE CONTRACT BY PHA

[24 CFR 982.404(a), 982.453, 982.454, 982.552(a) (3)]

The terms of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter)

The PHA may also terminate the contract if:

- The PHA terminates assistance to the family,
- The family is required to move from a unit when the unit does not meet the HQS space standards because of an increase in family size or a change in family composition,
- Funding is no longer available under the ACC,
- The contract will terminate automatically if 180 (one hundred eighty) days have passed since the last housing assistance payment to the owner,

In the event that the PHA receives a reduction of funding and/or allocation, the PHA will consider the following:

- PHA will not fill vacancies after terminations,
- PHA will consider alternatives to occupancy standards,
- PHA will consider lowering Payment Standards,
- PHA will terminate participants beginning with most recent admissions where the Head, Spouse, and Co Head are non-elderly/disabled or non-VASH participants.

**Notice of Termination**

When the PHA terminates the HAP contract under the violation of HQS space standards, the PHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month in which the PHA gives such notice to the owner.

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**Chapter 15**

**DENIAL OR TERMINATION OF ASSISTANCE**

[24 CFR 5.902, 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]

## INTRODUCTION

The PHA may deny or terminate assistance for a family because of the family's action or failure to act. The PHA will provide families with a written description of the family obligations under the program, the grounds under which the PHA can deny or terminate assistance, and the PHA's informal hearing procedures. This chapter describes when the PHA is required to deny or terminate assistance and the PHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

## A. GROUNDS FOR DENIAL/TERMINATION [24 CFR 982.54, 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the PHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability.

### Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the PHA waiting list
- Denying or withdrawing a voucher
- Refusal to enter into a HAP contract or approve a unit
- Refusal to process or provide assistance through portability

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a unit
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance through portability

### Mandatory Denial and Termination

[24 CFR 982.54 (d), 982.552(b), 982.553(a), 982.553(b)]

- The PHA must deny assistance to applicants, and terminate assistance for participants if the family is under contract and 180 days (or 12 months, depending on the HAP contract used) have elapsed since the PHA's last housing assistance payment was made. (See "Contract Terminations" chapter.)
- The PHA must permanently deny assistance to applicants, and terminate the assistance of a persons convicted of manufacturing or producing methamphetamine or any other illegal drugs on the premises of federally assisted housing.



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- The PHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that any household member is currently engaging in illegal use of a drug. See section B of this chapter for the PHA's established standards.
- The PHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. See Section B of this chapter for the PHA's established standards.
- The PHA must deny admission to an applicant if the PHA determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. See section B of this chapter for the PHA's established standards regarding criminal background investigation and determining whether a member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
- The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.
- The PHA must deny admission to the program for an applicant or terminate program assistance for a participant if any adult family member fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F.
- The PHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

**Grounds for Denial or Termination of Assistance** [24 CFR 982.522(c)]

- The PHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:
    - If any family member violates any family obligation under the program as listed in 24 CFR 982.551.
    - If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any drug-related criminal activity.
    - If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any violent criminal activity.
    - Any member of the family has been evicted from federally assisted housing in the last five years.
    - If any PHA has ever terminated assistance under the program for any member of the family.
    - If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program assistance will be denied for a period of 5 years from the date of the qualifying act or 5 years from the date of termination.



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- 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 to a PHA
- The family has not made consistent or timely payments by the 15th of each month and payment has not been received within 30 (thirty) days. Occurrence of missed or late payments twice within in a program year will terminate a family's voucher. Total debt must be paid in full within 36 (thirty-six) months (from the effective date of a signed and dated repayment agreement) or the family's voucher will be terminated.
- The family has engaged in or threatened abusive or violent behavior toward PHA personnel. Assistance will be denied for 5 (five) years from the date of the act or date of termination.
- "Abusive or violent behavior towards PHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.
- "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
    - Actual physical abuse or violence will always be cause for termination.
- If any member of the family engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety, or peaceful enjoyment of other residents. See section B of this chapter.
- If any member of the family commits drug-related criminal activity, or violent criminal activity. (See Section B of this chapter and 982.553 of the regulations)
- Refer to "Eligibility for Admission" chapter, "Other Criteria for Admission" section for further information.

## B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACITIVTY

**Purpose**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the Agency to fully endorse and implement a policy (see Eligibility for Admission and Recertification sections) designed to:

- Help create and maintain a safe and drug-free community



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- Keep our program participants free from threats to their personal and family safety
- Support parental efforts to instill values of personal responsibility and hard work
- Help maintain an environment where children can live safely, learn, and grow up to be productive citizens
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency

**Administration**

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate in the basis of race, color, nationality, religion, familial status, disability, sex, or other legally protected groups.

**Screening of Applicants**

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, the PHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior.

Such screening will apply to any member of the household who is 18 years of age or older.

**HUD Definitions**

*Covered person,* for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

*Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.0 802).

*Drug-related criminal activity* means 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.

*Guest,* for purposes of this chapter and 24 CFR part 5, subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.

*Household,* for the purposes of 24 CFR Part 982 and this chapter, means the family and PHA-approved live-in aide.

*Other person under the tenant's control,* for the purposes of the definition of covered person and for 24 CFR Parts 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.



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*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.

In accordance with Violence Against Women Act (VAWA) if there is domestic violence, dating violence, sexual assault or stalking incident which is against the applicant, tenant or an immediate family member, program assistance will not be terminated solely upon that fact. The HUD certification or documents that may be provided in lieu of the certification as specified on the HUD certification will be used to complete the assessment of the PHA action.

**Standard for Violation**

The PHA will deny participation in the program to applicants and terminate assistance to participants in cases where the PHA determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

"Engaged in or engaging in" violent criminal activity means any act within the past 5 (five) years an applicant or participant or household member which involved 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, which did or did not result in the arrest and/or conviction of the applicant, participant, or household member.

The activity is being engaged in by any family member.

The existence of the above-referenced behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

**Drug Related and Violent Criminal Activity**

Ineligibility for admission if evicted for Drug-Related Activity: Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a 5 (five) year period beginning on the date of such eviction.

Applicants will be denied assistance if a family member:

- Has been arrested/convicted/incarcerated for drug-related or violent criminal activity within the last 5 (five) years prior to the date of the certification interview.
- Has been arrested/convicted/incarcerated for using/distributing manufacturing methamphetamine. Assistance will be denied for a period of 10 years from the date of the arrest/conviction/incarceration (whichever is later) or the period of required registration as a sex offender, whichever is greater.

- Is a sex offender, not subject to lifetime registration. Assistance will be denied for a period of 10 (ten) years from the date of the arrest/conviction/incarceration (whichever is later) or the period of required registration as a sex offender, whichever is greater.
- Has engaged in or threatened abusive or violent behavior toward the PHA personnel. Assistance will be denied for a period of 5 (five) years from the date of the threat of abusive behavior.

**Denial of Assistance for Sex Offenders**

The PHA will permanently deny admission or terminate assistance if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In screening applicants, the PHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

Sex offenders, not subject to lifetime registration, will be denied assistance for a period of 10 (ten) years from the date of the arrest/charge/conviction (whichever is later) or the period of required registration as a sex offender, whichever is greater.

Assistance will be terminated for participants if a family member:

- Has been arrested/convicted/incarcerated for drug/related or violent criminal activity during participation in any Federally assisted program, and within the last 5 (five) years prior to the date of the notice to terminate assistance. Assistance will be denied for a period of 5 (five) years from the date of termination.
- Has been arrested/convicted/incarcerated for using/distributing/ manufacturing methamphetamine. Assistance will be denied for a period of 10 years from the date of the arrest/charge/conviction (whichever is later) or the required period of registration as a sex offender, whichever is greater.
- Has engaged in or threatened abusive or violent behavior toward the PHA personnel. Assistance will be denied for a period of 5 (five) years from the date of termination.

**Termination of Assistance for Participants**

Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity:

Under the family obligations listed at 24 CFR 982.551, the members of the household 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. HUD regulations at 24 CFR 982.553(b) requires the PHA to establish standards for termination of assistance when this family obligation is violated. The Agency has established the following standards for termination of assistance for the family when a household member has violated the family obligation to refrain from participating in drug-related or violent criminal activity.

Assistance will be terminated for participants who have been:



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Arrested, convicted, or evicted from a unit assisted under any federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last 5 (five) years prior to the date of the notice to terminate assistance.

If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity, the PHA will terminate assistance.

**Terminate Assistance for Alcohol Abuse by Household Members**

Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the PHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

**Notice of Termination of Assistance**

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The date by which a request for an informal hearing must be received by the PHA.

If the PHA proposes to terminate assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant with a copy of the criminal record.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

**Required Evidence**

*Preponderance of evidence* is defined as evidence which is greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole show that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

*Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The PHA will terminate assistance for criminal activity by a household member, as described



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in this chapter, if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

The PHA will pursue fact-finding efforts as needed to obtain credible evidence.

Assistance will be terminated if a household member is arrested/convicted/ incarcerated for any alcohol-related criminal activity within any 12 (twelve) month period. Assistance will be denied for a period of 5 (five) years from the date of termination.

In determining whether a family should be terminated for engaging in abusive or violent behavior or for threatening abusive or violent behavior towards the PHA personnel, the PHA will obtain, at minimum, a statement from the employee to whom the abuse or threat was directed.

In determining whether a family should be terminated for drug-related or violent criminal activity, the PHA will require, at minimum, a police report.

**Confidentiality of Criminal Records**

The PHA will ensure that any criminal records other than public records, are maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Misuse of the above information by any employee will be grounds for termination of employment.

## C. FAMILY OBLIGATIONS [24 CFR 982.551]

The family must supply any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release, or other documentation.

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 in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

All information supplied by the family must be true and complete.

- The family is responsible for an HQS breach caused by the family as described in 982.404(b),
- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice,
- The family may not commit any serious or repeated violations of the lease,

- The family must notify the owner and, at the same time, notify the PHA before the family moves out of the unit or terminates the lease upon notice to the owner,
- 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 pre-approved by the PHA. The family must promptly inform the PHA 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,
- The family must promptly notify the PHA if any family member no longer resides in the unit,
- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request prior-approval or PHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family,
- Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family,
- The family must not sublease or sublet the unit,
- The family must not assign the lease or transfer the unit,
- The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of absence from the unit,
- The family must not own or have any interest in the unit,
- The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program,
- The household members may not engage in drug-related criminal activity, violent 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. The members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the residents and persons residing in the immediate vicinity of the premises. An assisted family, or members of the family, may not receive Section 8 assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State, or local housing assistance program.

**Housing Agency Discretion** [24 CFR 982.552(0]

In deciding whether to deny or terminate assistance because of action or failure to act by



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members of the family, the PHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The PHA will use its discretion in reviewing extent of participation or culpability of individual family members and the length of time since the violation occurred. The PHA may also review the family's more recent history and record of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

The PHA may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. The PHA may permit the other members of a family to continue in the program.

**Enforcing Family Obligations**

Explanations and Terms

The term "promptly" when used with the family obligations always means "within 10 (ten) business days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach

The inspector will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the inspections Supervisor or designee.

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease.
- If the owner notifies family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the PHA determines that the cause is as serious or repeated violation of the lease based on available evidence.
- If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to completion of court action, and
- If there are police reports, neighborhood complaints or third-party information, that has been verified by the PHA.
- Nonpayment of rent is considered a serious violation of the lease. Refer to Notification of Eviction
- The family must promptly, 10 (days) give the PHA a copy of any owner eviction notice.



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**Lease violations.**

If a household receives 3 (three) or more serious or repeated lease violations during program participation, a termination will be issued.

If a household receives 2 (two) or more evictions during program participation, a termination will be issued.

**Proposed Additions to the Family**

The PHA will deny a family's request to add additional family members who are:

- Persons who have been evicted from the HCV Program or public housing.
- Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations.
- Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.
- Persons who commit drug-related criminal activity or violent criminal activity.
- Persons who do not meet the PHA's definition of family.
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Persons who currently owe rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- Persons who engaged in or threatened abusive or violent behavior toward PHA personnel.

Families are required to notify the PHA if any family member leaves the assisted household. When the family notifies the PHA, they must furnish the following information:

- The date the family member moved out.
- The new address, if known, of the family member.
- A statement as to whether the family member is temporarily or permanently absent. Adults (18 and over) must submit a notarized statement.
- Confirmation from the landlord stating that the family member is no longer living in the unit.

**Limitation on Profit-Making Activity in Unit**

If the business activity area results in the inability of the family to use any critical living areas, such as a bedroom utilized for a business, which is not available for sleeping, it will be considered a violation.

If the PHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.



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If the PHA determines the business is not legal, it will be considered a program violation.

**Interest in Unit**

The owner may not reside in the assisted unit regardless of whether he/she is a member of the assisted family unless the family owns the mobile home and rents the pad.

**Fraud**

In each case, the PHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

**D. PROCEDURES FOR NON-CITIZENS** [24 CFR 5.514, 5.516, 5.518]

**Denial or Termination due to Ineligible Immigrant Status**

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. "The PHA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

**False or Incomplete Information**

When the PHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted, and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the PHA will give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.

The PHA will deny or terminate assistance based on the submission of false information or misrepresentation.

**Procedure for Denial or Termination**

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the PHA either after the INS appeal or in lieu of the INS appeal.

After the PHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).



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**E. ZERO ($0) ASSISTANCE TENANCIES** [24 CFR 982.455(a)]

The family may remain in the unit at $ 0 assistance for up to 180 (one hundred eighty) days after the last HAP payment. If the family is still in the unit after 180 (one hundred eighty) days, the assistance will be terminated. If, within the 180 (one hundred eighty) day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the PHA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 (one hundred eighty) days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

**F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION**
**[**24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused the PHA to overpay assistance, the PHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement.

**G. MISREPRESENTATION IN COLLUSION WITH OWNER**
[24 CFR 982.551, 982.552(c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the PHA will deny or terminate assistance.

In making this determination, the PHA will carefully consider the possibility of implied intimidation of the family by the owner and the family's understanding of the events.

**H. MISSED APPOINTMENTS AND DEADLINES** [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the PHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the PHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.



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Appointments will be scheduled, and time requirements will be imposed for the following events and circumstances:

- Verification Procedures
- Eligibility for Admissions
- Required Signatures
- Certificate/Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Re-certifications
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Family emergency

**Procedure when Appointments are Missed or Information not Provided**

For most purposes in this Plan, the family will be given 1 (**one) additional** opportunity before being issued a notice of termination or denial for breach of family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

- The termination will be rescinded after the family cures the breach.

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**Chapter 16**

**OWNER DISAPPROVAL AND RESTRICTION**

[24 CFR 982.54, 982.453]

## INTRODUCTION

It is the policy of the PHA to recruit owners to participate in the voucher program. The PHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the PHA. The regulations define when the PHA must disallow an owner participation in the program, and they provide the PHA discretion to disapprove or otherwise restrict the participation in the program, and they provide the PHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

## A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54(d) (8)]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The PHA will disapprove the owner for the following reasons:

- HUD or other agency directly related has informed the PHA that the owner has been disbarred, suspended, or subject to a limited denial or participation under 24 CFR part 24.
- HUD has informed the PHA that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.
- HUD has informed the PHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other Federal equal opportunity requirements.
- Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister, or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
- In cases where the owner and tenant bear the same last name, the PHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery, or any other corrupt act in connection with any Federal housing program.
- The owner has engaged in drug-related criminal activity or any violent criminal activity.



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- 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 renting units that fail to meet State or local housing codes.
- 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 by the tenant, any member of the household, a guest, or another person under the control of any member of the household that:
    - Threatens the right to peaceful enjoyment of the premises by other residents
    - 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.
    - 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
    - Is involved in drug-related criminal activity or violent criminal activity
- The owner has not paid State or local real estate taxes, fines, or assessments.
- The owner has failed to comply with regulations, the mortgage, or note or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

**OWNER RESTRICTIONS AND PENALTIES** [24 CFR 982.453]

If an owner has committed fraud or abuse, is guilty of frequent or serious contract violations, the PHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The PHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, the PHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

**CHANGE IN OWNERSHIP**

A change in ownership does not require execution of a new contract and lease.

The PHA may approve the assignment of the HAP contract at the old owner's request. The PHA may approve the assignment since they are a party to the contract. The PHA may deny approval of assignment of the contract, for any reasons listed in Section A of this chapter.



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The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the employee identification number or social security number of the new owner.

If the new owner does not want an assignment of the contract, the PHA will terminate the HAP contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

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**Chapter 17**

**OWNER OR FAMILY DEBTS TO THE PHA/ FAMILY DEBTS TO OWNER**

[24 CFR 982.552]

## INTRODUCTION

This chapter describes the PHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments,
- Civil suits,
- Payment agreements,
- Reductions in HAP to owner,
- Collection bureaus,
- Denial or termination of assistance

## PAYMENT AGREEMENTS FOR FAMILIES [24 CFR 982.552(c) (v-vii)]

A Payment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, and special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The PHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the PHA.

There are some circumstances in which the PHA will not enter into a payment agreement. They are:

- If the family already has a Payment Agreement in place,



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- If the PHA determines that the family committed program fraud, such as but not limited to:
    - Subletting units,
    - Intentionally filing false claims,
    - Providing incorrect information or data,
    - Providing unsupported documents,
    - Falsifying documents,
    - Not occupying the unit,
    - Allowing others (not included in the household to occupy or maintain the unit)

See section C "**DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION"** [24 CFR 982.163] regarding the definition of fraud.

Also, see Section 20 Program Integrity Addendum

**DEBTS OWED FOR CLAIMS** [24 CFR 792.103, 982.552(c) (v-vii)]

If a family owes money to the PHA for claims paid to an owner:

- The PHA will review the circumstances resulting in the overpayment and decide whether the family must pay the full amount,
- The PHA may enter into a Payment Agreement.

**Late Payments**

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business on the 15th of the month on the day on which the payment is due. If the due date is on a weekend or holiday, the due date will be the close of the next business day.

Occurrence of missed or late payments twice within in a program year will terminate a family's voucher. Total debt must be paid in full within 36 (thirty-six) months from the effective date of the signed and dated repayment agreement or the family's voucher will be terminated.

If the family's payment agreement is arrears, and the family has not contacted or made arrangements with the PHA, the PHA will:



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- Require the family to pay the balance in full,
- Pursue civil collection of the balance due,
- Terminate the housing assistance

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears:

- The family will not be permitted to move.

If the family requests to move to another unit and is in arrears on a payment agreement for the payment of an owner claim:

- The family will be required to pay the balance in full, or be terminated from the program.

**C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION** [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

- Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive, or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

**Family Error/ Late Reporting**

Families who owe money to the PHA due to the family's failure to report increases in income, or due to a change in household members, may be terminated from the program.

**Program Fraud**

- Families who owe money to the PHA due to program fraud will be required to pay the amount in full. Assistance will be terminated,
- Fraud cases will be referred to the HUD Office of Inspector General.

**D. GUIDELINES FOR PAYMENT AGREEMENTS** [298 CFR 982.552(c) (v-vii)]

Repayment agreements will be executed between the PHA and the head of household.

The agreement will be in default when a payment is delinquent by 1 (one) month.

- The family's assistance will be terminated unless the PHA receives the balance of the payment agreement in full within 30 (thirty) calendar days of the termination notice.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable



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notice from the family, verification of the hardship, and the approval of a Housing Assistance Supervisor.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the payment agreement is current:

- Family size exceeds the HQS maximum occupancy standards,
- The HAP contract is terminated due to owner non-compliance or opt-out,
- A natural disaster,
- Violence Against Women Reauthorization Act 2006 (VAWA)

**Additional Monies Owed**

If the family already has a payment agreement in place and incurs an additional debt to the PHA:

- The PHA will not enter into more than one payment agreement with the family.
- Additional debts incurred by the family will be due in full.

## E. OWNER DEBTS TO THE PHA [24 CFR 982.453(b)]

If the PHA determines that the owner has retained housing assistance or claim payments the owner is not entitled to, the PHA may reclaim the amounts from future housing assistance or claim payments owed to the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the PHA will:

- Require the owner to pay the amount in full,
- Enter into a payment agreement with the owner for the amount owed,
- Pursue collections through the local court system,
- Restrict the owner from future participation until paid in full

## F. WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown, and the debt is more than 7 (seven) years old.

- A determination is made that the debtor is judgment proof,
- The debtor is deceased,
- The debtor is confined to an institution indefinitely



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**JUDGMENT CLAIMS**

If client enters into a repayment agreement with the landlord for damages and the client doesn't pay total balance by the required deadline, they will be terminated 30 (thirty) days from the date of the notice. Documentation of the payments will need to be provided by landlord or tenant.

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## Chapter 18

## COMPLAINTS AND APPEALS

### INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This chapter describes the policies, procedures, and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews, and hearings. It is policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

**NOTE:** THA may conduct in-person informal appeal hearings. Informal appeal hearings may be conducted virtually through teleconference or WebEx. In-person appeal hearings may be conducted at the discretion of the agency and its personnel.

### A. COMPLAINTS TO THE PHA

The PHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The PHA requires that all complaints other than HQS violations be put in writing. Emergency HQS complaints may be reported by telephone.

**Categories of Complaints**

- Complaints from families: If a family disagrees with an action or inaction of the PHA or owner.
- Complaints from families will be referred to a Supervisor or designee. If a complaint is not resolved, it will be referred to the Housing Manager.

- Complaints from owners: If an owner disagrees with an action or inaction of the PHA or a family.
- Complaints from owners will be referred to a Supervisor or designee. If a complaint is not resolved, it will be referred to the Housing Manager.

- Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to a Supervisor or Housing Manager.
- Complaints from the general public: Complaints or referrals from persons in the community in regard to the PHA, a family, or an owner.
- Complaints from the general public will be referred to a supervisor or designee. If a complaint is not resolved, it will be referred to the Housing Manager.



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## B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

[24 CFR 982.54(d) (12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HA contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the PHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible,

- The procedure for requesting a review if the applicant does not agree with the decision, and
- The time limit for requesting a review.

When denying admission for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

The PHA must provide applicants with the opportunity for an informal review of decisions denying:

- Listing on the PHA's waiting list,
- Issuance of a voucher,
- Participation in the program,
- Assistance under portability procedures

Informal reviews are not required for established policies, procedures, and PHA determinations such as:

- Discretionary administrative determinations by the PHA,
- General policy issues or class grievances,
- A determination of the family unit size under the PHA subsidy standards,
- Refusal to extend or suspend a voucher,
- A PHA determination not to grant approval of the tenancy,
- Determination that unit is not in compliance with HQS,
- Determination that unit is not in accordance with HQS due to family size or composition

**Procedure for Review**

A request for an informal review must be received in writing by the close of the business day, no later than 10 (ten) days from the date of the PHA's notification of denial of assistance. The informal review will be scheduled within 30 (thirty) days from the date the request is received.



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The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The review may be conducted by:

- An official at the Supervisor level or above.

**C. INFORMAL HEARING PROCEDURES** [24 CFR 982.555(a-f), 982.54(d) (13)]

When the PHA makes a decision regarding eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations, which will include:

- The proposed action or decision of the PHA,
- The date the proposed action or decision will take place,
- The family's right to an explanation of the basis for the PHA's decision,
- The procedures for requesting a hearing if the family disputes the action or decision,
- The time limit for requesting the hearing,
- To whom the hearing requested should be addressed

When terminating assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the tenant/ participant with a copy of the criminal record upon which the decision to terminate was based.

- The PHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following PHA determinations:
    - Determination of the family's annual or adjusted income and the computation of the housing assistance payment
    - Appropriate utility allowance used from schedule
    - Family unit size determination under PHA subsidy standards

Determination to terminate-assistance for any reason.

- The applicant will be given the option of presenting oral or written objections to the decision. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.
- The review will be conducted by mail and/or telephone if acceptable to both parties**.**



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A notice of the review findings will be provided in writing to the applicant within 15 **(fifteen)** days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

The PHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are not required for established policies, procedures, and PHA determinations such as:

- 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 or suspension of a voucher term,
- A PHA determination not to approve a unit or lease,
- A PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination),
- A PHA determination that the unit is not in accordance with HQS because of the family size,
- A PHA determination to exercise or not exercise any rights or remedy against the owner under a HAP contract.

**Notification of Hearing**

It is the PHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing shall be scheduled within 30 (thirty) days. The notification of hearing will contain:

- The date and time of the hearing,
- The contact number/ log in credentials or information to join/ attend the hearing,

The family's right to provide evidence, witnesses, legal or other representation is at the family's expense.

The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of



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such documents prior to the hearing. Requests for such documents or evidence must be received no later than 2 (two) days before the hearing date.

A notice to the family that the PHA will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than 2 (two) days before the hearing date.

The PHA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

If the family does not appear at the scheduled time but made arrangements in advance, the PHA will automatically reschedule the hearing.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, termination of assistance will be upheld unless the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to the PHA's determination,
- Examine the documents in the file, which are the basis for the PHA's action, and all documents submitted to the Hearing Officer,
- Copy any relevant documents at their expense,
- Present any information or witnesses pertinent to the issue of the hearing,
- Request that PHA staff be available or present at the hearing to answer questions pertinent to the case; and
  Be represented by legal counsel, advocate, or other designated representative at their expense.

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family and assess a charge of .25 (twenty-five) cents per copy. In no case will the family be allowed to remove the file from the PHA's office.

In addition to other rights contained in this Chapter, the PHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing,
- Be notified if the family intends to be represented by legal counsel, advocate, or another party,
- Examine and copy any documents to be used by the family prior to the hearing,
- Have its attorney present, and
- Have staff persons and other witnesses familiar with the case present.



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The informal hearing shall be conducted by the Hearing Officer appointed by the PHA who is neither the person who made or approved the decision, nor a subordinate of that person. The PHA appoints hearing officers who are PHA management.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented, which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

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 shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction, or decision of the PHA is legal and in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the PHA and the family within 15 (fifteen) days and shall include:

- A clear summary of the decision and reasons for the decision,
- If the decision involves money owed, the amount owed.
- The date the decision goes into effect.
- The PHA is not bound by hearing decisions:
    - Which concern matters in which the PHA is not required to provide an opportunity for a hearing,
    - Which conflict with or contradict to HUD regulations or requirements,
    - Which conflict with or contradict Federal, State, or local laws, or
    - Which exceed the authority of the person conducting the hearing.

The PHA shall send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination within 15 (fifteen) days. The letter shall include the PHA's reasons for the decision.

All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the family's file.

**D. HEARING AND APPEAL PROVISIONS FOR 'RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"** [24 CFR Part 5, Subpart E]

Assistance to the family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.



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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 PHA hearing.

**INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant in the INS SAVE system and manual search(es) do not verify the claim, the PHA notifies the applicant or participant within ten 10 (ten) days of their right to appeal to the INS within 30 (thirty) days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within 14 (fourteen) days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 (fourteen) days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, the PHA will:

- Deny the applicant family,
- Defer termination if the family is a participant and qualifies for deferral,
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

- Families denied or terminated for fraud in connection with the non-citizen rule are entitled to a review or hearing in the same way as terminations for any other type of fraud

**E** **MITIGATING CIRCUMSTANCES FOR APPLICANTS/ PARTICIPANTS WITH DISABILITIES** [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or the PHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in aide, the payment standard for the family that resides in congregate housing unit is the 0 (zero) bedroom payment standard on the PHA payment standard schedule.

However, if there are 2 (two) or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one-bedroom payment standard amount.

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

**Housing Quality Standards**

The PHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

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**Chapter 19**

**SPECIAL HOUSING TYPES**

[24 CFR 982.601]

**INTRODUCTION**

The PHA will permit the use of any special housing types in its program only if the applicant/participant can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and or the type of special housing requested as accommodation.

The PHA will not set aside any program funding for special housing types.

**Verification of Need for Reasonable Accommodation**

Acceptable documentation as verification of the need for reasonable accommodation would be a letter to the PHA describing how the special housing type requested provides the accommodation of which the person is in need. The request and documentation will be reviewed by the Housing Manager and a written response stating approval or disapproval will be sent to the applicant/participant within 10 (ten) business days of receipt of the request.

**A. SINGLE ROOM OCCUPANCY** [24 CFR 982.602]

The PHA will use a separate lease and housing assistance payment contract for each assisted person residing in an SRO. [24 CFR 982.603]

**SRO Rent and Housing Assistance Payment** [24 CFR 982.604]

**Pre-merger Regular Certificate Program**

The payment standard for SRO housing is 75 (seventy-five) percent of the 0 (zero) bedrooms

FMR. **Voucher Program**

The PHA SRO payment standard is 75 percent of the 0 (zero) bedroom payment standard schedule. For a person residing in an exception area the payment standard is 75 (seventy-five) percent of the HUD-approved 0 (zero) bedroom exception payment standard amount. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

**Utility allowance**

The utility allowance for an assisted person residing in SRO housing is 75 (seventy-five) percent of the 0 (zero) bedroom utility allowance.



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**Housing Quality Standards**

The PHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

## B. CONGREGATE HOUSING [24 CFR 982.606]

An elderly person or a person with disabilities may reside in a congregate housing unit.

The PHA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

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

**Congregate Housing Lease and HAP Contract** [24 CFR 982.607]

For congregate housing, there is a separate lease and HAP contract for each assisted family.

## C. GROUP HOMES [24 CFR 982.610, 982.612]

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department.

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the PHA, a live-in aide may reside 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. Except for a live-in aide, all residents of a group home assisted or unassisted must be elderly persons or persons with disabilities.

The PHA will not approve assistance for a person to live in a group home if file documentation indicates that the person needs continual medical or nursing care.

No more than twelve persons may reside in group home. This limit covers all persons who reside in the unit, including assisted or unassisted residents and any live-in aide.

**Group Home Lease an HAP Contract** [24 CFR 982.611]

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rated portion" means the ration by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in Aide.

**Group Home Rent and HAP Contract** [24 CFR 982.613]

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.507. In determining reasonable rent for the group home; the PHA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private facilities.

**Maximum Subsidy**

Unless there is a live-in aide, the family unit size is 0 (zero) or 1 (one) bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of the payment for the family unit size; or the pro-rata portion of the payment standard amount on the PHA payment standard schedule for the group home size.

**Utility Allowance**

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

**Housing Quality Standards**

The PHA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

**D. SHARED HOUSING** [24 CFR 982.615]

**Occupancy**

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The PHA may approve a live-in aide to reside with a family in order to care for a person with a disability. 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.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP contract with the PHA. However, housing assistance may not be paid on behalf of an owner. The PHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.



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There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

**Rent and HAP Contract**

For shared housing, the term "pro-rate portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five-bedroom unit, the ratio would be 3/5 (three to five).

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with 982.507 and the guidelines set in the "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

**Maximum Subsidy**

For a family that resides in a shared housing unit the payment standard is the lower of the payment standard amount on the PHA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the PHA payment standard for the shared housing unit size.

If the PHA approves a live-in aide, the live-in aide will be counted in determining the family unit size.

**Utility Allowance**

The utility allowance for each assisted living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

**Housing Quality Standards**

The PHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

## E COOPERATIVE HOUSING [24 CFR 982.619]

The PHA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families. The PHA will not approve assistance for a family in cooperative housing until the PHA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

The reasonable rent in cooperative housing is determined in accordance with 982.507 and the "Owner Rents, Rent Reasonableness, and Payment Standards" chapter. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.



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The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperative's debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility allowance.

For a cooperative, rent adjustments are applied to the carrying charge as determined in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner. The housing assistance payment will be determined in accordance with the guidelines in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The PHA may approve a live-in aide to reside with the family to care for a person with disabilities. The PHA will 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. If the PHA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

**Housing Quality Standards**

The PHA will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in the "Housing Quality Standards and Inspections" chapter, and regulated by 24 CFR 982.401.

**F. MANUFACTURED HOMES** [24 CFR 982.620]

The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA **will not** provide assistance for a family that owns the manufactured home and leases only the space.

The PHA may approve a live-in aide to reside with a family to care for a person with disabilities. The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

**Housing Quality Standards** [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401. In addition, the manufactured home also must meet the following requirements:

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.

A manufactured 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 wind overturning and sliding.



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**Manufactured Home Space Rental** [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

**Reasonable Rent**

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the PHA.

The PHA will not approve a lease for a manufactured home space until the PHA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the PHA will re-determine that the rent is reasonable.

The PHA will determine whether the rent to owner for a manufactured home space is reasonable in comparison to rents for other comparable manufactured home spaces. The PHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the PHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the PHA, the owner must provide the PHA information on rents for other manufactured home space.

**Housing Assistance Payments for Manufactured Home Space** [24 CFR 982.623]

**HAP for Voucher Tenancy**

There is a separate FMR for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is generally 40 (forty) percent of the published FMR for a 2 (two) bedroom unit.

**Subsidy Calculation for the Voucher Program**

During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

The payment standard minus the total tenant payment; or

The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment;

The space rent is the sum of the following as determined by the PHA;

Rent to owner for the manufactured home space;

Owner maintenance and management charges for the space;

The utility allowance for tenant paid utilities.

**Utility Allowance Schedule for Manufactured Home Space Rental** [24 CFR 982.624]

The PHA will establish utility allowances for manufactured home space rental. For the first 12 (twelve) months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.

- Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

**G. HOMEOWNERSHIP** [24 CFR 982.625]

Refer to "Section 8 Homeownership Program" Policies Manual

- Participants who are currently enrolled in Homeownership must coordinate all mortgage payments and/or changes with the FSS coordinator prior to the change(s).

**H.** Project-Based Vouchers

VASH Project-Based Vouchers.

If the Agency is awarded VASH Project-Based Vouchers (PBV), the following criteria will be used for selection. PHA will issue a request for PBV proposals that does not limit proposals to a single site or impose restrictions that explicitly or practical prelude owner submission of proposals for PBV housing on different sites.

| Summary of Factors and Points | Points |
|---|---|
| **Projects Readiness**<br>**Projects will be evaluated based on the readiness for occupancy or construction start date as listed below:**<br><br>**Existing housing that will be ready for occupancy on or before TBA. (30points)**<br>**Newly constructed or rehabilitated units that will execute an agreement to enter into housing assistance payments and start construction on or before TBA. (30 points)** | **30** |
| **Enhanced Use Leased Program (EUL)** | **20** |



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|---|---|
| **Project will be evaluated based on utilization of the EUL program**<br><br>**Project is being developed in coordination with the EUL Program (20 Points). The project is not associated with the EUL Program (0 points)** | |
| **Unit Size**<br>**Projects will be evaluated based on the request Project-Based Voucher unit breakdown as follows:**<br><br>**The Owner/Developer requests a Project Based Voucher unit breakdown of at least 60% one-bedroom unit (Example: owner/developer requests to project base 50 units and specifies that at least 30 of this units will be one-bedroom units) (10 points).** | **10** |
| **Financial Feasibility of the Project**<br>**Project must demonstrate that it is financially feasible for the 15-year Housing Assistance Payments Contract Period.**<br><br>**Project will be scored between 0-10 points. Projects receiving the highest scores are those that provide solid day-to-day operating feasibility documentation under generally accepted principles of affordable housing financing assumptions and modeling, and provide a detailed plan identifying all sources of funding.** | **10** |
| **Deconcentration and Proximity/Accessibility to Transportation and Services/Opportunities**<br>**Projects selected for PBV must be located in an area where the poverty rate is less than 20% or in areas where in the past five years there has been an overall decline in the poverty rate.**<br>**The properties also must be located in an area where there are, within reasonable traveling distance, meaningful opportunities for education and economic advancement. Educational opportunity includes adult education, vocational school, state, or community college. Economic advancement opportunities include retail and other businesses offering gentry-level job opportunities. Projects will be scored between 0-10 points, with highest scores awarded to projects in low poverty areas and in close proximity, or easily accessible to public transportation connected to VA or County Clinics, educational/economic opportunities. etc.** | **15** |
| **Experiences of Owner/Developer**<br>**Experience Owning/Managing 100 units of housing, including at least 20 units of homeless housing, for at least 2 years. Professional management company may provide this experience if necessary. Projects will be scored between 0-15 points, with highest scores awarded to Owners/Developers with recent and** | **15** |



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|---|---|
| **sustained experience in the management/development of supportive housing for the homeless and/or veteran population.** | |
| **Total Points Possible** | **100** |

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**Chapter 20**

**PROGRAM INTEGRITY ADDENDUM**

[24 CFR 792.101 to 792.204, 982.54]

**INTRODUCTION**

The PHA is committed to assuring that the proper level of benefits is paid to all participating families and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the PHA's policies for the prevention, detection, and investigation of program abuse and fraud.

**A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will the PHA undertake an inquiry or an audit of a participating family arbitrarily. The PHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, the community, and eligible families in need of housing assistance to monitor participants and owners for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

1. **Referrals, Complaints, or Tips.** The PHA will follow up on referrals received by electronic and/or postal mail, by telephone, or in person from other agencies, companies or persons alleging that a family is in noncompliance with or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.
2. **Internal File Review.** A follow-up will be made if PHA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that complete with previous file data, the PHA's knowledge of the family, or statements made by the family.
3. **Verification of Documentation.** A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the family's file (such as public record information or reports from credit bureaus or other agencies).

**B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The PHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

- **Things You Should Know (HUD-1140-0IG).** This program integrity bulletin (created by HUD's inspector general) will be furnished and explained to all applicants to promote understanding of program rules and to clarify the PHA's expectations for cooperation and compliance.

- **Program Orientation Session.** Mandatory orientation sessions will be conducted by the PHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

- **Resident Counseling.** The PHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

- **Review and Explanation of Forms.** Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

- **Use of Instructive Signs and Warnings.** Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

- **Participant Certification.** All family representatives will be required to sign a participant certification form.

**C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The PHA staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews**.** Prior to initial certification and at the completion of all subsequent recertifications 10 (ten) percent of files will be reviewed. At a minimum, such reviews shall examine:

- Assurance that verification of all income and deductions are verified,
- Changes in reported Social Security numbers and dates of birth,
- Authenticity of file documents,
- Ratio between reported income and expenditures,
- Review of signatures for constancy with previously signed file documents,
- All forms are correctly dated and signed

**Observation:** The PHA management and occupancy staff (to include inspection personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized



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persons residing in the household and unreported income.

**Public Record Bulletins:** These bulletins may be reviewed by management and staff.

**Credit Bureau Inquiries:** Credit bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- When an allegation is received by the PHA wherein unreported income sources are disclosed,
- When a participant's expenditures exceed his/her reported income and plausible explanation is given

## D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The PHA staff will encourage all participating families to report suspected abuse to the office. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up. The PHA will not follow up on allegations that are vague or otherwise nonspecific. They will only review allegations that contain one or more independently verifiable facts.

**File Review:**

An internal file review will be conducted to determine whether the subject of the allegation is a client of the PHA and, if so, whether or not the information reported has been previously disclosed by the family.

The PHA will then determine whether it is the most appropriate authority to do a follow-up (as compared to police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

**Conclusion of Preliminary Review:**

If at the conclusion of the preliminary file review there are facts contained in the allegation that conflict with file data and that are independently verifiable, the **Supervisor/Manager** will initiate an investigation to determine if the allegation is true or false.

## E. OVERPAYMENTS TO OWNERS

**If a landlord has been overpaid as a result of fraud, misrepresentations, or violation of the HAP contract, the PHA may terminate the contract and arrange for restitution to the PHA and/or family as appropriate.**

## F. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the PHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Manager to monitor program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.



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**Credit Bureau Inquiries:** In cases involving previously unreported income sources, a credit bureau inquiry may be made to determine whether the financial activity of family conflicts with the family's reported income.

**Verification of Credit:** In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor to determine the source of unreported income.

**Employers and Ex-Employers:** Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

**Neighbors/Witnesses:** Neighbors and/or witnesses who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review may be interviewed.

**Other Agencies:** Investigators, caseworkers or representatives of other benefit agencies may be contacted.

**Public Records:** The PHA will review any relevant public records kept in a jurisdictional courthouse. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, judgments, court or police records, state wage records, utility records, and postal records.

**Interviews with Head of Household or Family Members:** The PHA will discuss the allegation (or details thereof) with the head of household or family members by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstance will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interview.

## G. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY THE PHA

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will be kept either in the participant's file or in a separate "work file." In either case, the participant's file or work file will be kept in a locked file cabinet. Such cases under review will be discussed only among PHA staff who are involved in the process or have information that may assist in the investigation.

## CONCLUSION OF THE PHA's INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the executive director or designee. It will then be determined whether the facts are inconclusive and, if so, whether a violation has or has not occurred.

## H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- What type of violation has occurred (procedural noncompliance or fraud),
- Whether the violation was intentional or unintentional,
- What amount of the money (if any) is owed by the family,
- Whether the family is eligible for continued occupancy

## I. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

1 **Procedural Noncompliance.** This category applies when the family "fails to" observe a procedure or requirement of the PHA but does not misrepresent a material fact and there are no retroactive assistance payments owed by the family.

Examples of noncompliance violations are:

- Failure to appear at a prescheduled appointment
- Failure to return verification in the time period specified by the PHA

**(a) Warning Notice to the Family.** In such cases a notice containing the following will be sent to the family:

- **A description of the noncompliance and the procedure, policy, or obligation that was violated**
- **The consequences of repeated (similar) violations**

2 **Procedural Noncompliance — Overpaid Assistance.** When the family owes money to the PHA for failure to report changes in income assets, the PHA will issue a notice of overpayment of assistance. This notice will contain the following:

- A description of the violation and the date(s)
- The amount owed to the PHA
- The number of days within which a response must be received
- Acknowledgment of the family's right to disagree and to request an informal hearing along with instructions for requesting such a hearing.

**(a) Participant Fails to Comply with PHA's Notice.** If the Participant fails to comply with the PHA's notice and a family obligation has been violated, the PHA will initiate termination of assistance.

**(b) Participant complies with PHA's Notice.** When a family complies with the PHA's notice, the staff person responsible will meet with him/her to explain and discuss the family obligation or program rule that was violated. The staff person will complete a participant counseling report, give one copy to the family, and retain a copy in the family's file.

3. **Intentional Misrepresentations.** When a participant falsifies, misstates, omits, or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the PHA, the PHA will evaluate whether or not:

- The participant had knowledge that his/her actions were wrong
- The participant willfully violated the family obligations or the law



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**Knowledge that the action or inaction was wrong.** This will be evaluated by determining whether the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, the briefing packet, and other personal declarations are adequate to establish knowledge of wrongdoing.

**Willful Intent.** Any of the following circumstances will be considered adequate to demonstrate willful intent:

(a) An admission by the participant of the misrepresentation

(b) Repetition of the misrepresentation

(c) Use of false name or Social Security number

(d) Admissions of the illegal action or omission by the participant to others

(e) Omission of material facts known to the participant (e.g., employment of the participant or other household member)

(f) Falsification, forgery or altering of documents

(g) Uttering and certifying to statements at an interim (re)determination that are at a later time independently verified to be false.

**4 Dispositions of Cases Involving Misrepresentations.** In all cases of misrepresentations involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

**(a) Criminal Prosecution.**

- If the PHA has established criminal intent and the case meets the criteria for prosecution, the PHA may:
  - Refer the case to HUD's RIGI and terminate rental assistance.

**(b) Administrative Remedies.**

- The PHA will:
  - Terminate assistance and execute an administrative repayment agreement in accordance with the PHA's repayment policy

Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the PHA's repayment policy.

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**Chapter 21**

**ADDENDUM** VIOLENCE AGAINST WOMEN ACT

(VAWA)

I. PURPOSE AND APPLICABILITY

The purpose of this policy (herein called "Policy") is to implement the applicable revisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth THA's policies and procedures regarding domestic violence, dating violence, sexual assault, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by THA of all federally subsidized public housing, Section 8 rental assistance and Special Programs under the United States Housing Act of 1937 (42 U.S.C.§ 1437 et seq.). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, sexual assault or stalking as well as female victims of such violence.

II. GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

A. Maintaining compliance with all applicable legal requirements imposed by VAWA;

B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault, or stalking who are assisted by THA;

C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault, or stalking;

D. Creating and maintaining collaborative arrangements between THA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault, or stalking, who are assisted by THA; and

E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, affecting individuals assisted by THA.

III. OTHER THA POLICIES AND PROCEDURES

This Policy shall be referenced in and attached to THA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of THA's Housing Choice Voucher Program Administrative Plan. THA's annual housing agency plan shall also contain information concerning THA's activities, services, or programs relating to domestic violence, dating violence, sexual assault, and stalking.



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To the extent any provision of the policy shall vary or contradict any previously adopted policy or procedure of THA, the provisions of this Policy shall prevail.

IV. DEFINITIONS

As used in this Policy:

A. Domestic Violence – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. 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:

(a) The length of the relationship.

(b) The type of relationship.

(c) The frequency of interaction between the persons involved in the relationship.

C. Sexual Assault – means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the individual lacks capacity to consent.

D. Stalking – means –

(1) (a) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and

(b) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and

(2) 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 –

(a) that person;

(b) a person affiliated with that person; or



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(c) the spouse or intimate partner of that person;

E. Affiliated individual – means, with respect to a person –

(1) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(2) any other person living in the household of that person

F. Perpetrator – means person who commits acts of domestic violence, dating violence, sexual assault, or stalking against a victim.

V. ADMISSIONS AND SCREENING

A. Non-Denial of Assistance. THA will not deny admission into the Housing Choice Voucher Program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for admission.

B. Mitigation of Disqualifying Information. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, THA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, THA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. THA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

IV. TERMINATION OF TENANCY OR ASSISTANCE

A. VAWA Protections. Public housing residents, persons assisted under the Housing Choice Voucher rental assistance program, and persons assisted in Special Programs have the following specific protections, which will be observed by THA:

(1) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

(2) In addition to the foregoing, tenancy of assistance will not be terminated by THA as a result or criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:



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(a) Nothing contained in the paragraph shall limit any otherwise available authority of THA, a Housing Choice Voucher Assistance, or Special Programs owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither THA, a Housing Choice Voucher, nor Special Programs manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking than that applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of THA, a Housing Choice Voucher, or Special Programs owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager, or THA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from the assistance.

B. Removal of the Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State, or local law to the contrary, THA or a Housing Choice Voucher or Special Programs owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by THA. Leases used for all public housing operated by THA and, at the option of Housing Choice Voucher or Special Programs owners or managers, leases for dwelling units occupied by families assisted with rental assistance administered by THA, shall contain provisions setting forth the substance of this paragraph.

## VII. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

A. Requirement for Verification. The law allows, but does not require, THA or a Housing Choice Voucher or Shelter + Care owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in the policy. Subject only to waiver as provided in paragraph VII.C., THA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by THA or Housing Choice Voucher or Special Programs owners or managers receiving rental assistance administered by THA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident of incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished in one of the following three ways:



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(1) HUD-approved form – by providing to THA or to the requesting Housing Choice Voucher or Special Programs owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident of incidents in questions are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definitions(s) set forth in this policy. The incident or incidents in questions must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator only if it is safe to do so or is known to the victim.

(2) Other documentation – by providing to THA or to the requesting Housing Choice Voucher or Special Programs owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

(3) Police or court record – by providing to THA or to the requesting Housing Choice Voucher Program owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. Time allowed to provide verification / failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by THA or a Housing Choice Voucher or Special Programs owner or manager to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. Waiver of verification requirement. THA may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Tyler City Council, owner, or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. CONFIDENTIALITY

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) provided to THA in connection with a verification required under section VII of this policy or provided in lieu of such verification



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where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

(1) requested or consented to by the individual in writing, or

(2) required for use in a public housing eviction proceeding or in connection with termination of Housing Choice Voucher or Special Programs assistance, as permitted in VAWA, or

(3) otherwise required by applicable law.

B. Notification of rights. All tenants of public housing and tenants participating in the rental assistance program administered by THA shall be notified in writing concerning their rights to confidentiality and the limits on such rights to confidentiality.

IX. TRANSFER TO NEW RESIDENCE

A. Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, sexual assault, or stalking, THA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by Housing Choice Voucher Program tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant o another member of the household who is or was the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. Action on applications. THA will act upon such an application promptly.

C. No right to transfer. THA will make every effort to accommodate requests for transfer when suitable alternative vacant units are not available, and the circumstances warrant such action. However, except with respect to portability of Housing Choice Voucher assistance as provided in paragraph IX.E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of THA, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. Family rent obligations. If a family moves before the expiration of the lease term in order to protect the health of safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by THA.

E. Portability. Notwithstanding the foregoing, a HCV-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Housing Choice Voucher program and has moved from the unit in order to protect the health or safety of an individual member of the household who is or



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has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. COURT ORDERS / FAMILY BREAK-UP

A. Court orders. It is THA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by THA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. Family break-up. Other THA policies regarding family break-up are contained in THA's HCV Administrative Plan.

XI. RELATIONSHIPS WITH SERVICE PROVIDERS

It is the policy of THA to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If THA staff become aware that in individual assisted by THA is a victim of domestic violence, dating violence, sexual assault or stalking, THA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring THA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. THA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which THA has referral or other cooperative relationships.

XII. NOTIFICATION

THA shall provide written notification to applicants, tenants and Housing Choice Voucher Program owners concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

XIII. RELATIONSHIP WITH OTHER APPLICABLE LAWS

Neither THA nor this Policy implementing it shall preempt or supersede any provision of Federal, State, or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault, or stalking.

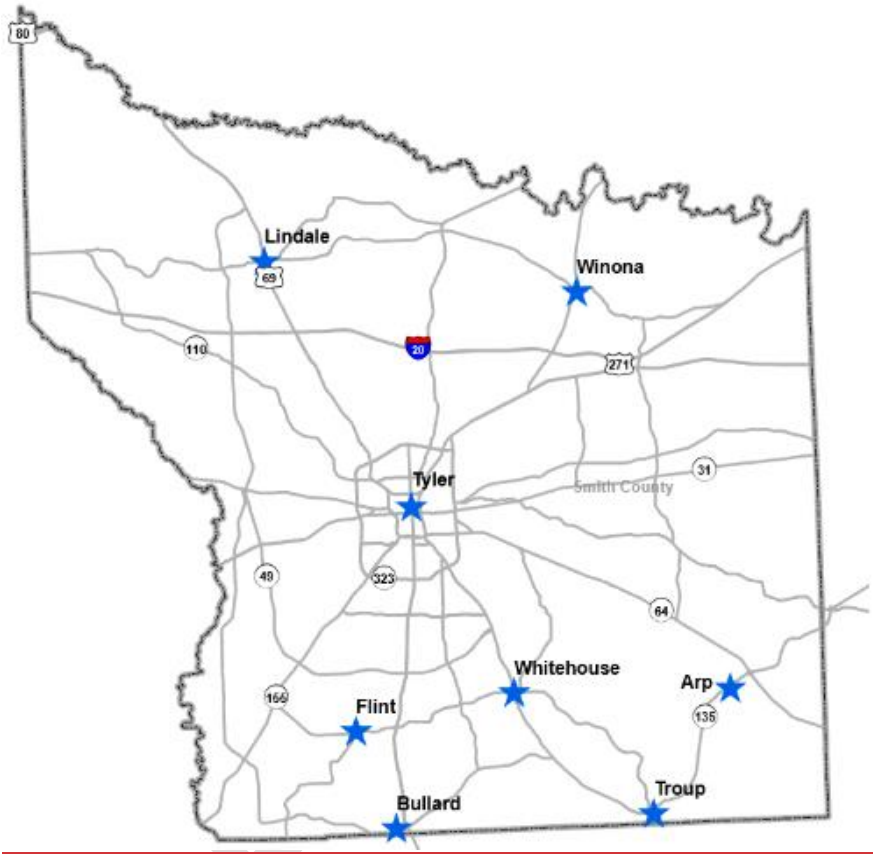
XIV. AMENDMENT

This policy may be amended from time to time by THA as approved by Tyler's City Council.

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## APPENDIX

### A. The City of Tyler Housing Choice Voucher Program Locations




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**GLOSSARY**

**A. ACRONYMS USED IN SUBSIDIZED HOUSING**

| | |
|---|---|
| **AAF** | Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment. |
| **ACC** | Annual Contributions Contract |
| **BR** | Bedroom |
| **CDBG** | Community Development Block Grant |
| **CFR** | Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute. |
| **CPI** | Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator. |
| **ELI** | Extremely low income |
| **FDIC** | Federal Deposit Insurance Corporation |
| **FHA** | Federal Housing Administration |
| **FICA** | Federal Insurance Contributions Act - Social Security taxes |
| **FmHA** | Farmers Home Administration |
| **FMR** | Fair Market Rent |
| **FY** | Fiscal Year |
| **FYE** | Fiscal Year End |
| **GAO** | Government Accounting Office |
| **GFC** | Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TIP). |

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| **GR** | Gross Rent |
| **HAP** | Housing Assistance Payment |
| **HAP Plan** | Housing Assistance Plan |
| **HCDA** | Housing and Community Development Act |
| **HQS** | Housing Quality Standards |
| **HUD** | The Department of Housing and Urban Development or its designee |
| **HURRA** | Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations |
| **IG** | Inspector General |
| **IGR** | Independent Group Residence |
| **INS** | Immigration and Naturalization Services |
| **IPA** | Independent Public Accountant |
| **IRA** | Individual Retirement Account |
| **MSA** | Metropolitan Statistical Area established by the U.S. Census Bureau |
| **PHA** | Public Housing Agency |
| **PMSA** | A Primary Metropolitan Statistical Area established by the U.S. Census Bureau |

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| **PS** | Payment Standard |
| **QC** | Quality Control |
| **RFTA** | Request for Tenancy Approval |
| **RFP** | Request for Proposals |
| **RRP** | Rental Rehabilitation Program |
| **SRO** | Single Room Occupancy |
| **SSMA** | Standard Statistical Metropolitan Area. Has been replaced by MSA. Metropolitan Statistical Area. |
| **TR** | Tenant Rent |
| **TIP** | Total Tenant Payment |
| **UA** | Utility Allowance |
| **URP** | Utility Reimbursement Payment |

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## B. GLOSSARY OF TERMS USED IN SUBSIDIZED HOUSING

**1937 ACT.** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

**ADMINISTRATIVE PLAN.** The HUD required written policy of the PHA governing its administration of the section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's government council which consists of six members and a copy submitted to HUD as a supporting document to the PHA Plan.

**ABSORPTION.** In portability, 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.

**ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE").** Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

**ADA.** Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

**ADJUSTED INCOME.** Annual income, less allowable, HUD deductions.

**ADMINISTRATIVE FEE.** Fee paid by HUD to the PHA for administration of the program.

**ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve").** Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

**ADMISSION.** The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant- based program. This is the point when the family becomes a participant in the program.

**ANNUAL BUDGET AUTHORITY.** The maximum annual payment by HUD to a PHA for a funding increment.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC).** A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.

**ANNUAL INCOME.** The anticipated total Annual 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.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT.** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**"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.)

**ASSISTED TENANT.** A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d) (3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

**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.

**CERTIFICATE.** A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

**CERTIFICATE PROGRAM.** Pre-merger rental certificate program.

**CHILD CARE EXPENSES.** Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a ~~Spouse~~Spouse, and a Co-head is never a Dependent).

**COMMON SPACE.** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**CONGREGATE HOUSING.** Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing. There must be a central kitchen and dining facility on the premises. It must be used to provide a food service that is provided for the residents, and that is not provided by the residents, and for the primary use of residents of the congregate units.

**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT.** (Consolidated ACC). See 24 CFR 982.151.



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**CONTIGUOUS MSA.** In portability, 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 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

**CONTRACT.** (See Housing Assistance Payments Contract.)

**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.

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

**DISABILITY ASSISTANCE EXPENSE.** Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities; or 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.

**DISPLACED PERSON/FAMILY.** A person or family 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 under federal disaster relief laws.

**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, use, or the possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).



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**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**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, spouse, or sole member is a person who is at least 62 years of age; or 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 HOUSEHOLD.** A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBILITY INCOME.** May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

**ELIGIBLE FAMILY** (Family). A family is defined by the PHA in the administrative Plan, which is approved by HUD.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income; it is no longer used.

**EXCEPTION RENT.** In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30% of medical income for an area if HUD finds such variations are necessary due to unusually high or low family incomes.

**FAIR HOUSING ACT.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)

**FAIR MARKET RENT (FMR).** The rent including the cost of utilities (except telephone,



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and cable) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities, Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register.*

**FAMILY.** "Family" includes but is not limited to, regardless of actual or perceived sexual orientation, gender identity, or marital status:

A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

An elderly family;

A near elderly family;

A displaced family;

The remaining member of a tenant family; and

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" can be further defined by the PHA).

**FAMILY OF VETERAN OR SERVICE PERSON.** A family is a "family of veteran or service person" when:

The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless he/she was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support he/she is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that he/she was a family member at the time of hospitalization and there remain in the family at least two related persons.



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**FAMILY RENT TO OWNER.** In the voucher program, the portion of the rent to owner paid by the family.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The** program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FAMILY SHARE.** The amount calculated by subtracting the housing assistance payment from the gross rent.

**FAMILY UNIT SIZE.** The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

**FMR/EXCEPTION RENT.** The fair market rent published by HUD headquarters. In the pre-merger certificate program, the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

**FOSTER CHILD CARE PAYMENT.** 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).

**FUNDING INCREMENT.** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

**GROSS FAMILY CONTRIBUTION.** Changed to Total Tenant Payment.

**GROSS RENT.** The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner Equals Gross Rent.

**GROUP HOME.** A dwelling unit that is licensed by a State certified or otherwise approved in writing by the 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). This limit includes assisted and unassisted residents who reside in the unit. The sanitary facilities must be sufficient in number so that they need not be shared by more than four residents of the group home. The unit must contain a kitchen and a dining area with adequate space to store, prepare, and serve foods in a sanitary manner.



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**HAP CONTRACT.** (See Housing Assistance Payments contract.)

**HEAD OF HOUSEHOLD.** The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PAYMENT.** The monthly assistance payment by a PHA. The total assistance payment consists of:

- A payment to the owner for rent under the family's lease.
- An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

**HOUSING ASSISTANCE PAYMENTS CONTRACT.** (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**HOUSING ASSISTANCE PLAN.** (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the tenant-based programs.

**HUD.** The Department of Housing and Urban Development.

**HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD



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requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate x total cash value of assets. Calculation used when 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.

**INDIAN.** Any person recognized as an Indian or Alaska native by an Indian tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA). A housing** agency established either by exercise of the power of self- government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

**INITIAL PHA.** In portability, the term refers to both:

- A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
- 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.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section



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236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**JURISDICTION.** The area in which the PHA has authority under State and local law to administer the program.

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**LARGE VERY LOW-INCOME FAMILY.** Prior to the 1982 regulations, this meant a very low-income family which included six or more minors. This term is no longer used.

**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. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

**LEASE ADDENDUM.** For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families.

**LOW-INCOME FAMILY. A** family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high- or low-income families.

**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 HOS. A special housing type. See 24 CFR 982.620 and 982.621.

**MANUFACTURED HOME SPACE.** In manufactured home space rental: A space leased



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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

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families' ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

**MEDICAL EXPENSES.** Those total 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% of Annual Income.

**MERGER DATE.** October 1, 1999.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MIXED FAMILY.** A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances or Adjusted Income.

**MONTHLY INCOME.** 1/12 of the Annual Income.

**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.

**NEGATIVE RENT.** Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

**NET FAMILY ASSETS.** Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are excluded from the definition.

**NET FAMILY CONTRIBUTION.** Former name for Tenant Rent.

**NON-CITIZEN.** A person who is neither a citizen nor a national of the United States.

**OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards]** Standards



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established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OVER-FMR TENANCY (OFTO).** In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit,

**OWNER.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PARTICIPANT.** A family that has been admitted to the PHA's 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.** A person who has a disability as defined in 42 U.S.0 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

**PHA PLAN.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

**PORTABILITY.** Renting a dwelling unit with Section 8 tenan1-baee4 assistance outside the jurisdiction of the initial PHA.

**PREMISES.** The building or complex in which the dwelling unit is located, including common areas and grounds.

**PRIVATE SPACE.** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**PROCESSING ENTITY.** Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

**PROGRAM.** The Section 8 tenant-based assistance program under 24 CFR Part 982.

**PROGRAM RECEIPTS.** HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

**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



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local governments.

**PUBLIC HOUSING AGENCY (PHA).** PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

**REASONABLE RENT.** A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

**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. There are annual and interim recertifications.

**REGULAR TENANCY.** In the pre-merger certificate program: A tenancy other than an over-FMR tenancy.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RENT TO OWNER.** The total monthly rent payable to the owner under the lease for the unit. 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 ("residency preference area").

**RESIDENCY PREFERENCE AREA.** The specified area where families must reside to qualify for a residency preference.

**RESIDENT ASSISTANT.** A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to



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these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage, or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

**RESPONSIBLE ENTITY.** For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, 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 (42 U.S.C. 14370.

**SECURITY DEPOSIT.** Prior to move-in the owner may collect a security deposit from the tenant; however, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

When the family moves out of the unit, the owner - subject to state and local law - may use the security deposit (including interest) as reimbursement and may be applied to unpaid rent, damage, or any other amounts that the tenant owes under the lease.

The owner must give the family a list of all items charged and the amount. The owner must refund the full amount of the unused balance to the tenant.

**SERVICE PERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**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.

**SINGLE PERSON.** A person living alone or intending to live alone.

**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 24 CFR 982, which 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 husband or wife of the head of the household, registered domestic partner.

**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

**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.

**SUBSTANDARD UNIT.** Substandard housing is defined by HUD for determination of a unit that does not meet the decent safe and sanitary rule use as a federal preference.

**SUSPENSION/TOLLING.** Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

**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.** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

**UNIT.** Residential space for the private use of a family.



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**UNUSUAL EXPENSES.** Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone or cable service is not included as a utility.

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone and cable) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract 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 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 healthy living environment.

**UTILITY REIMBURSEMENT.** In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

**UTILITY REIMBURSEMENT PAYMENT.** In the pre-merger certificate program, the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VACANCY LOSS PAYMENTS.** (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if he/she notifies the PHA as soon as he/she learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW-INCOME FAMILY. A** Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by H UD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% 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 pre-merger certificate and voucher programs.

**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 there from under conditions other than dishonorable.

**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 (rental voucher).** A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the



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procedures for PHA approval of a unit selected by the family. The voucher also states the 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 subsidy 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, childcare or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

**WELFARE RENT.** This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

- If The Agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.
- If The Agency applies a ratable reduction, welfare rent is a percentage of the maximum The Agency could allow.

**WELFARE-TO-WORK (WTW) FAMILIES.** Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

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## C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS.** The documents which must be submitted to evidence citizenship or eligible immigration status.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

**INS.** The U.S. Immigration and Naturalization Service.

**MIXED FAMILY. A** family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**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.

**NONCITIZEN.** A person who is neither a citizen nor national of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

**SPOUSE**. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner



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in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

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# THE CITY OF TYLER

# HOUSING AGENCY

# FIVE-YEAR PLAN

## FY 2025 – FY 2029

**B.1 MISSION**

**State the PHA's mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA's jurisdiction for the next five years. (24 CFR §903.6(a)(1)).**

Our mission is to provide affordable housing opportunities for low-income households in Smith County in an environment that preserves personal dignity and in a manner that maintains the public trust. In carrying out our mission, we are committed to:

- Ensure equal opportunity in housing for all Americans,
- Increasing housing choices,
- Respect for Tyler Housing Agency (THA) clients and employees,
- Excellence in management and operations,
- Dispersal of assisted housing throughout Smith County,
- Cooperative and respectful working relationships with the public, neighborhood and community organizations and other units of government.

**B.2 GOALS AND OBJECTIVES**

**Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income and extremely low-income families for the next five years. (24 CFR §903.6(b)(1)).**

1. PHA Goal: Expand the supply of assisted housing.
   Objective: Increase housing choices for families and individuals, and

2. PHA Goal: Increase assisted housing choices.
   Objective: Balance service delivery in all housing market areas.

   THA will continue to actively pursue opportunities to expand housing choices for families and individuals. THA will continue to develop Community Partnerships and collaborate with local government, developers, financial institutions, etc. to expand and increase housing opportunities. THA will focus on the following:

   A. Development of Partnership with the City of Tyler's Development Center by promoting incentives to local area builders for building decent and affordable homes for low to moderate-income families.
      a. The incentive program provides incentives for builders to build homes in certain areas of the city. Incentives include:
         - Waiver of re-zoning fees,
         - Waiver of plat fees,
         - Waiver of water and sewer tap fees, and
         - Waiver of building permit fees.

B. Development of Partnerships with local builders and developers to promote and develop new affordable housing stock to be made available to low to moderate-income families.

C. Development of Partnerships with area financial institutions for financial education, information regarding special financial incentives, and resources to be made available to low to moderate-income families to assist with the purchase of homes. THA will also promote programs that assist low to moderate-income families with down payment and closing cost assistance.

D. THA will seek to increase its voucher allocation by applying for additional vouchers should they become available to support the development of supportive housing.

E. THA will arrange and/or coordinate an owner symposium to recruit new owners and recognize existing participating owners in the HCV Program.

3. PHA Goal: Improve the quality of assisted housing.
   Objective: Maintain safe, decent, sanitary units and improve quality of life for residents

THA is founded on the belief that decent, safe, and sanitary housing is central to the physical and emotional health, productivity, and self-esteem of the people it serves.

A. A newly developed model by the United States Department of Housing and Urban Development (HUD) assesses the conditions of affordable housing. The National Standards for the Physical Inspection of Real Estate (NSPIRE) is the new physical inspection model designed to promote HUD's stated goal of reducing health and safety hazards in homes.

NSPIRE prioritizes health, safety, and functional defects over appearance and aims to better reflect the true physical conditions of the property. The model encourages sound, year-round maintenance practices to enhance residents' quality of life. Units must meet NSPIRE expectations before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy.

THA will begin performing NSPIRE inspections to meet the criteria for the health and safety of program participants. NSPIRE aims to enhance housing conditions and ultimately improve the lives of residents.

B. THA will conduct owner-focused workshops addressing new guidelines, procedures, and or suggestions to ensure program compliance. These workshops will also provide a forum for questions, answers, and guidance on maintaining their assisted units.

4. PHA Goal: Ensure equal opportunity and affirmatively further fair housing.
   Objective: Promote equal housing opportunities.

   A. As a part of the partnership indicated in Section B.2 item (B), THA will work with said partners to access decent and sanitary housing in all areas and continue utilizing partnerships to market the HCV Program to new community developers to create a balanced housing stock throughout the community.

   B. THA personnel who are in direct contact with the public will attend annual fair housing training conducted by HUD and/or facilitated by fair housing professionals. The agency will also promote fair housing practices, and host and/or participate in annual fair housing activities, seminars, workshops, events, etc.

5. PHA Goal: Promote self-sufficiency and asset development of families and individuals.
   Objective: Create additional economic independence opportunities for families and Individuals.

   THA is dedicated to the promotion of independence and growth of its participants by providing and promoting programs that will assist participants in increasing their earnings and building assets and financial capability.

   A. THA seeks to provide the following:

      - Structured goal planning,
      - Access to a variety of referrals for education, financial management classes and comprehensive credit counseling,
      - Job training and employment support, and assistance with Homeownership.

6. PHA Goal: Efficiently and effectively manage and support agency programs and human resource capital.
   Objective: Streamline and enhance internal operations.

   THA will continue to explore methods to become more efficient with day-to-day operations while investing in the growth and development of agency personnel. THA is committed to serving its community and will seek options to capture areas to improve its service delivery and operations.

   A. THA will leverage technology and education to assure network and information security while transitioning to more convenient, self-serve options via system automation, electronic fillable forms, online portals, etc.

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B. Ensure commitment to customer service while enforcing established laws, regulations policies, and procedures.

C. Hire, retain and train professional, innovative staff to achieve agency goals.

**B.3 PROGRESS REPORT**

**Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. (24 CFR §903.6(b)(2)).**

**§903.6(b)(1)).**

Goal: Expand the supply of assisted housing by increasing housing choices for families and individuals and increasing assisted housing choices by balancing service delivery in all housing market areas.

THA developed Community Partnerships and collaborated with Tyler's Housing Infill Property (HIP) program by promoting incentives to local area builders for building decent and affordable homes for low to moderate-income families. These partnerships with THA provided incentives for builders to build homes in a targeted area, designated by the City of Tyler, including waivers of re-zoning fees, waivers of plat fees, waivers of water and sewer tap fees, and waivers of building permit fees.

- A total of $ 78,300.00 in fees were waived for area builders and developers to build decent and affordable homes for low to moderate-income families in the city's targeted, Revitalization Areas.
- THA became a member of the Tyler Metropolitan Chamber of Commerce and collaborated with local community builders to assist with the development and construction of a new subdivision with newly constructed homes. THA assisted three HCV/low to moderate families obtain and occupy one-third of the total, newly constructed homes.

Goal: Development of Partnerships with area financial institutions for financial education, information regarding special financial incentives and resources to be made available to low to moderate-income families to assist with the purchase of homes.

- Sixteen properties were sold through The Housing Infill Property (HIP) Program and the Smith County Tax Foreclosure process and were purchased by eight different developers to construct affordable homes for low to moderate-income families to purchase.

Goal: Improve the quality of assisted housing by maintaining safe, decent, sanitary units and improving the quality of life for residents.

- THA is an active member of the East Texas Human Needs Network's (ETHNN) Housing Council, assisted with community needs assessments related to homelessness, affordable housing, etc.

- THA was part of a housing committee through ETHNN that assisted many new homebuyers through a collaborative program called Home in a Box, which provided safety and cleaning items, small kitchens, and household appliances, etc. to assist with improving the quality of life for residents and their families.
- Online materials and resources to assist with maintaining a home were linked to THA's website which addressed maintaining and upkeep of appliances, constantly performing pest control, plumbing maintenance, and maintaining land/property.
- THA continued to inspect all HCV-occupied units using Housing Quality Standards (HQS) as well as the new National Standards for the Physical Inspection of Real Estate (NSPIRE) to ensure compliance with units meeting decent, safe, and sanitary expectations.

Goal: Ensure equal opportunity and affirmatively further fair housing through promoting equal housing opportunities.

- THA marketed and was extensively involved with the success of obtaining new owners with properties in multiple areas throughout the City of Tyler, who elected to participate in the HCV program and accept the voucher subsidy. Part of the properties included a location for seniors and others purchased and obtained additional properties, refurbished them, and placed them on the HJCV program as well.
- Agency personnel attended fair housing training annually through webinars hosted by private professionals and the HUD regional office.

Goal: Promote self-sufficiency and asset development of families and individuals, creating additional economic independence opportunities for families and Individuals.

- THA consistently hosted a combination of monthly online and in-person workshops facilitated by the Family Self-sufficiency (FSS) coordinator as well as other representatives from financial institutions, community partners, etc. Topics addressed and were related specifically to the goals of participants and that of the community, i.e., goal planning, continuing education tracks, financial planning, job searching, investing, organization, money-savings idea, reviewing and responding to credit report information, homebuyer/homeownership coursework and planning, etc.

Goal: Reconfigure existing facility and update equipment and software, creating an environment for citizens and employees that is safe, decent, and sanitary and that combats the spread of contagious viruses.

- THA completed the reconfiguration of existing spaces, designating specific restrooms, meeting, and interview areas for the public and agency personnel.
- Appointment days and times were incorporated to better reduce and manage large crowds in one area, creating additional, flexible options for visitors to consult with agency personnel.

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- THA constructed interview pods to meet with visitors as opposed to routing visitors deep into the office for meetings and gatherings.
- THA incorporated interactive and remote capability options, allowing for virtual involvement and interaction between citizens and personnel.
- THA continues to use technology and self-serve options using a dedicated online web portal as well as an onsite kiosk machine for participating HCV and FSS participants who choose to utilize self-service options for forms, printing, scanning, etc.

**B.4 VIOLENCE AGAINST WOMEN ACT (VAWA) GOALS**

**Provide a statement of the PHA's goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR §903.6(a)(3)).**

**Safety and Crime Prevention (VAWA).**
**A description of 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance the victim safety in assisted families (24 CFR §903.7(m)(5)).**

THA collaborates with local law enforcement to determine the needs of the residents and community, working towards a mutual goal of ensuring and improving the safety of residents. THA has undertaken partnerships with local organizations to enable THA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.

Measures taken by THA include:

- Partnership with the Texas Department of Family & Protective Services Department to assist persons with additional resources to report abuse and receive necessary assistance,
- Partnership with local shelters and non-profit agencies to educate and increase awareness within the community,
- Partnership with Church and Community organizations to work collaboratively to address issues that impact families and communities.

THA supports and complies with all requirements associated with the Violence Against Women Act (VAWA) as it relates to the administration of the Housing Choice Voucher Program (HCVP), fully implementing and vigorously enforcing the protections. VAWA notices are provided when an applicant enters the program, is denied assistance, and when notified of termination of housing assistance. THA works with participant victims to ensure they are aware of and afforded all the applicable protections under VAWA. When THA is advised or becomes aware of incidences of domestic violence, dating violence, sexual assault, or stalking, participant victims, it suggests informing law enforcement personnel

to ensure their safety, obtain assistance in addressing their mental and physical needs, and document incidents as they relate to the application of VAWA. THA then continues to work with participant victims to assist with their housing needs and to ensure they can take full advantage of the protections afforded under VAWA while continuing to receive assistance through the THA.

**C.1 Significant Amendment or Modification.**

**Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.**

Substantial deviations/ modifications or significant amendments are defined as discretionary changes in the plan or policies of the housing authority that fundamentally change the mission, goals, objectives or plans of the agency and which require the formal approval of the Board (Tyler City Council). An exception to this definition will be made only for changes that are adopted to reflect HUD regulatory requirements and such changes shall not be considered significant amendments or substantial deviations. If a significant amendment or substantial deviation/modification to the PHA Plan occurs, THA will submit a revised PHA Plan.

**C.2 Resident Advisory Board (RAB) Comments.**

No suggestions/ comments were received by RAB members.

**C.3 Certification by State or Local Officials**

Form HUD -50077-SL

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| 5-Year PHA Plan *(for All PHAs)* | U.S. Department of Housing and Urban Development<br>Office of Public and Indian Housing | OMB No. 2577-0226<br>Expires: 03/31/2024 |
|---|---|---|

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** The **Form HUD-50075-5Y** is to be completed once every 5 PHA fiscal years by all PHAs.

## A. PHA Information.

**A.1**

**PHA Name**: _____Tyler Housing Agency_____ **PHA Code**: _____TX456_____

**PHA Plan for Fiscal Year Beginning**: (MM/YYYY): _10/2024_____
**The Five-Year Period of the Plan (i.e. 2019-2023): _2025-2029_____**
**PHA Plan Submission Type:** ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

**Availability of Information.** In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below.)

| Participating PHAs | PHA Code | Program(s) in the Consortia | Program(s) not in the Consortia | No. of Units in Each Program | |
|---|---|---|---|---|---|
| | | | | PH | HCV |
| Lead PHA: | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| B. | **Plan Elements.** Required for all PHAs completing this form. |
|---|---|
| **B.1** | **Mission.** State the PHA's mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA's jurisdiction for the next five years.<br><br>Tyler Housing Agency's (THA) mission is to provide affordable housing opportunities for low-income households in Smith County in an environment that preserves personal dignity and in a manner that maintains the public trust. In carrying out our mission, we are committed to:<br><br>• Ensure equal opportunity in housing for all Americans,<br>• Increasing housing choices,<br>• Respect for Tyler Housing Agency (THA) clients and employees,<br>• Excellence in management and operations,<br>• Dispersal of assisted housing throughout Smith County, and<br><br>Cooperative and respectful working relationships with the public, neighborhood and community organizations and other units of government. |
| **B.2** | **Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years.<br><br>See attachment: City of Tyler Housing Agency Five-Year Plan, B.2 |
| **B.3** | **Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.<br><br>See attachment: City of Tyler Housing Agency Five-Year Plan, B.3 |
| **B.4** | **Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.<br><br>See attachment: City of Tyler Housing Agency Five-Year Plan, B.4 |
| **C.** | **Other Document and/or Certification Requirements.** |
| **C.1** | **Significant Amendment or Modification**. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.<br><br>See attachment: City of Tyler Housing Agency Five-Year Plan, C.1 |
| **C.2** | **Resident Advisory Board (RAB) Comments.**<br><br>(a) Did the RAB(s) have comments to the 5-Year PHA Plan?<br><br>Y N<br>☐ ☒<br><br>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.<br><br>See attachment: City of Tyler Housing Agency Five-Year Plan, C.2 |
| **C.3** | **Certification by State or Local Officials.**<br><br>Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.<br><br>See attachment: City of Tyler Housing Agency Five-Year Plan, C.3 |

| | |
|---|---|
| **C.4** | **Required Submission for HUD FO Review.**<br>(a) Did the public challenge any elements of the Plan?<br>Y N<br>☐ ☒<br>(b) If yes, include Challenged Elements.<br>See attachment: City of Tyler Housing Agency Five-Year Plan, C.4 |
| **D.** | **Affirmatively Furthering Fair Housing (AFFH).** |

**D.1**

**Affirmatively Furthering Fair Housing. (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)**

**Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.**

| **Fair Housing Goal:** |
| --- |
| ***Describe fair housing strategies and actions to achieve the goal*** |

| **Fair Housing Goal:** |
| --- |
| ***Describe fair housing strategies and actions to achieve the goal*** |

| **Fair Housing Goal:** |
| --- |
| ***Describe fair housing strategies and actions to achieve the goal*** |

## Instructions for Preparation of Form HUD-50075-5Y - 5-Year PHA Plan for All PHAs

**A. PHA Information.** All PHAs must complete this section. (24 CFR § 903.4)

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **Five-Year Period** that the Plan covers, i.e. 2019-2023, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

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

**B. Plan Elements.**

**B.1 Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. (24 CFR § 903.6(a)(1))

**B.2 Goals and Objectives**. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low- income, and extremely low- income families for the next five years. (24 CFR § 903.6(b)(1))

**B.3 Progress Report**. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. (24 CFR § 903.6(b)(2))

**B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR § 903.6(a)(3)).

**C. Other Document and/or Certification Requirements.**

**C.1 Significant Amendment or Modification**. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32, REV 2.

**C.2 Resident Advisory Board (RAB) comments**.

(a) Did the public or RAB have comments?
(b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR § 903.17(b), 24 CFR § 903.19)

**C.3 Certification by State or Local Officials.**

Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

**C.4 Required Submission for HUD FO Review**.

Challenged Elements.

(a) Did the public challenge any elements of the Plan?
(b) If yes, include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

**D. Affirmatively Furthering Fair Housing.**
**(Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)**

**D.1 Affirmatively Furthering Fair Housing.** The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' … PHA Plans (including any plans incorporated therein) …. Strategies and actions must affirmatively further fair housing …." Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D.; nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low-income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average 1.64 hours per year per response or 8.2 hours per response every five years, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

| Streamlined Annual PHA Plan *(HCV Only PHAs)* | U.S. Department of Housing and Urban Development Office of Public and Indian Housing | OMB No. 2577-0226 Expires 03/31/2024 |
|---|---|---|

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

**Definitions.**

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.

(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.

(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.

(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.

(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

## A. PHA Information.

**A.1**

**PHA Name**: __Tyler Housing Agency _____ **PHA Code**:TX456_____
**PHA Plan for Fiscal Year Beginning**: (MM/YYYY): ___10/2025_____
**PHA Inventory** (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
**Number of Housing Choice Vouchers (HCVs)** _1,022____
**PHA Plan Submission Type:** ☒ Annual Submission ☐ Revised Annual Submission

**Availability of Information.** In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.

☐ **PHA Consortia**: (Check box if submitting a joint Plan and complete table below)

| Participating PHAs | PHA Code | Program(s) in the Consortia | Program(s) not in the Consortia | No. of Units in Each Program |
|---|---|---|---|---|
| Lead HA: | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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| B. | Plan Elements. |
|---|---|
| B.1 | **Revision of Existing PHA Plan Elements.**<br><br>a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?<br><br>Y N<br>☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs.<br>☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.<br>☐ ☒ Financial Resources.<br>☐ ☒ Rent Determination.<br>☒ ☐ Operation and Management.<br>☐ ☒ Informal Review and Hearing Procedures.<br>☐ ☒ Homeownership Programs.<br>☐ ☒ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.<br>☐ ☒ Substantial Deviation.<br>☐ ☒ Significant Amendment/Modification.<br><br>(b) If the PHA answered yes for any element, describe the revisions for each element(s):<br><br>Operation and Management (HCV):<br>1) Legal jurisdiction:<br>The Public Housing Agency (PHA) of the City of Tyler jurisdiction shall include the City's corporate limits, and extend to its extraterritorial jurisdiction, which includes Smith County, Texas (not within the territorial boundaries of another municipality with a Housing Agency that administers an HCV program,<br>2) Appendix A:<br>Map of The City of Tyler Housing Choice Voucher Program Locations.<br>3) Local Goals:<br>Expand the supply of assisted housing, increase assisted housing choices, Improve the quality of assisted housing, ensure equal opportunity and affirmatively further fair housing, promote self-sufficiency and asset development of families and individuals, Efficiently and effectively manage and support agency programs and human resource capital.<br>4) Privacy Rights:<br>Applicants and participants including all adults in their households are required to sign the HUD 9886 Authorization for Release of Information and other required release forms authorizing HUD and THA to request and obtain information needed to make eligibility and rent determinations, which states the conditions under which HUD will release information.<br>5) Eligibility for Admission:<br>Changes in income will not be processed until after leasing up (post new admissions/ enrollment). Once an applicant has leased up, all changes to income and/or increases in household composition will be processed accordingly.<br>6) Housing quality Standards and Inspections:<br>THA will update inspection policies and protocols to comply with the National Standards for the Physical Inspection of Real Estate (NSPIRE) upon further implementation guidance from HUD and THA's adoption and implementation of NSPIRE.<br>7) Rent to Owner in the Housing Choice Voucher Program:<br>NOTE: * applicable to all monetary requests for increases and must be in the appropriate area on the RFTA.<br>8) Housing Opportunity through Modernization Act of 2016 (HOTMA):<br>As of the date of this Administrative Plan, THA is awaiting further guidance from HUD regarding the implementation of these provisions and related requirements. THA will update its policies throughout this Plan to incorporate HOTMA requirements according to applicable guidance. THA will also update this Plan and its policies as needed to reflect any subsequent guidance released by HUD pertaining to HOTMA, the Final Rule, and other related regulatory requirements. THA will comply with the HOTMA Final Rule and all requirements, except for policies that have been waived by THA pursuant to authorization by HUD.<br><br>Operation and Management (FSS):<br>1) Tyler's community profile information updated with the latest census data.<br>2) Activities and supportive services updated to include Special Health Resources (SHR).<br>3) Method for identification of family support designating escrow to the head of household who signs the Contract of Participation.<br>4) Validation of no household member receiving Temporary Assistance to Needy Families (TANF) at the time of graduation and completion of Contract of Participation.<br>5) Removed requirement for the family's income to be at or above 30% of the fair market rent for qualifying unit sizes. |
| B.2 | **New Activities.** – Not Applicable |

**B.3** **Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.

A. Tyler Housing Agency (THA) reduced its 2021waiting list from 600 families to 94 remaining families,
B. THA has maintained its payment standard at 110% of HUD's Fair Market Rent (FMRS) to decrease rental burdens on families,
C. THA partnered with Community Development Block Grant (CDBG), HOME grants, and other financial institutions to market Homeownership opportunities for low-income participants,
D. THA co-hosted a Homeownership workshop with Cadence Bank with over ten participating vendors (mortgage, real estate, inspection companies, lenders, etc.) and over 100 participating guests,
E. THA partnered with private owners, builders, and developers with plans to expand, increase, and improve the supply of housing through the development of a new subdivision of eleven single-family homes and a newly constructed multi-family units for senior living,
F. Down payment and closing cost assistance through HOME grants provided to HCV participants as homeowners through the HCV homeownership program,
G. THA hosted a homeownership resource fairs with partnering real-estate and financial instructions to educate the public and HCV participants on transitioning to becoming first-time homebuyers,
H. THA received a SEMAP score of 100%, resulting in Tyler's Housing Agency being classified as a High Performer,
I. THA's Family Self Sufficiency program continues to promote and assist families with reaching their goals while working toward becoming gainfully employed,
J. Tyler HA partnered with local entities to educate participants in the areas of financial literacy through workshops, seminars, and various trainings,
K. THA continues to partner and collaborate with Workforce Solutions East Texas to assist HCV and FSS participants with job search, job readiness, employment, and training opportunities,
L. THA conducted outreach efforts for new owners to increase assisted HCV properties as well as conducted workshops for owners and their designated maintenance and management personnel,
M. THA partnered with BCFS Community Action Network (CAN) to provide medical and health care services to participating HCV and FSS families,
N. THA partnered with Special Health Resources (SHR) to provide participants with adult and pediatric primary care, immunizations, and vaccinations, as well as mental health services and substance abuse treatment,
O. THA continues collaborative efforts with Tyler Municipal Court to assist participants with outstanding debt associated with tickets/ traffic violations,
P. Tyler HA continues to participate with the East Texas Human Needs Network addressing community barriers such as affordable housing, homelessness, transportation, health, and safety, etc.
Q. THA agency staff attended Mental and Behavioral Health training,
R. THA agency staff attended training with local leaders and the community addressing the economic impact of predatory lending and how it impacts low to moderate-income communities,
S. THA agency staff attended fair housing training hosted and conducted by HUD,
T. THA continues to collaborate with Veterans Administration (VA) personnel to receive VASH referrals and house Veterans,
U. THA agency staff attended in-person and virtual Veterans Assistive and Supportive Housing (VASH) training,
V. THA agency staff visited local colleges/ universities to speak with students on HCV programs and services and HUD regulations.

**B.4** **Capital Improvements.** – Not Applicable

**B.5** **Most Recent Fiscal Year Audit.**

(a) Were there any findings in the most recent FY Audit?

| Y | N | N/A |
|---|---|---|
| ☐ | ☒ | ☐ |

(b) If yes, please describe:

## C. Other Document and/or Certification Requirements.

**C.1** **Resident Advisory Board (RAB) Comments.**

(a) Did the RAB(s) have comments to the PHA Plan?

| Y | N |
|---|---|
| ☐ | ☒ |

(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.

**C.2** **Certification by State or Local Officials.**

Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

| | |
|---|---|
| **C.3** | **Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.**<br><br>Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*, must be submitted by the PHA as an electronic attachment to the PHA Plan. |
| **C.4** | **Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.<br>(a) Did the public challenge any elements of the Plan?<br>Y N<br>☐ ☒<br>If yes, include Challenged Elements. |

## D. Affirmatively Furthering Fair Housing (AFFH).

**D.1** **Affirmatively Furthering Fair Housing (AFFH).**

**Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.**

| **Fair Housing Goal:** |
|---|
| ***Describe fair housing strategies and actions to achieve the goal*** |
| |

| **Fair Housing Goal:** |
|---|
| ***Describe fair housing strategies and actions to achieve the goal*** |
| |

| **Fair Housing Goal:** |
|---|

***Describe fair housing strategies and actions to achieve the goal***

# Instructions for Preparation of Form HUD-50075-HCV
# Annual PHA Plan for HCV-Only PHAs

**A. PHA Information.** All PHAs must complete this section. (24 CFR §903.4)

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

**PHA Consortia**: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

**B. Plan Elements.** All PHAs must complete this section. (24 CFR §903.11(c)(3))

**B.1 Revision of Existing PHA Plan Elements.** PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income, and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs**. A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

**B.2 New Activities.** This section refers to new capital activities which is not applicable for HCV-Only PHAs.

**B.3 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))

**B.4 Capital Improvements.** This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs

**B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

**C. Other Document and/or Certification Requirements.**

**C.1 Resident Advisory Board (RAB) comments**. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

**C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

**C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

**C.4 Challenged Elements**. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

**D. Affirmatively Furthering Fair Housing (AFFH).**

**D.1 Affirmatively Furthering Fair Housing.** The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' … PHA Plans (including any plans incorporated therein) …. Strategies and actions must affirmatively further fair housing …." Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

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Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

**Tyler Morning Telegraph**

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04/25/24

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## AFFIDAVIT OF PUBLICATION

State of Texas)

County of Smith)

This Affidavit of Publication for the Tyler Morning Telegraph, a daily newspaper of general circulation, printed and published at Tyler hereby certifies that the attached legal notice, ad # 1803451, was published in said newspaper on 4/28/24, and that copies of each paper in which said Public Notice was published were delivered by carriers to the subscribers of said paper, according to their accustomed mode of business in this office.

Josette Garrett
for the Tyler Morning Telegraph

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above-named Josette Garrett, who is personally known to me to be the identical person in the above certificate on this 29th day of April, 2024

Kimberly A Brockwell
Notary Public in and for
State of Texas)
County of Smith)

My commission expires 07-13-24

KIMBERLY A BROCKWELL
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/13/24
NOTARY ID 13258013-4

ad id: 1803451

COPY



RECEIVED

MAY - 6 2024

Neighborhood Services

## NOTICE OF PUBLIC HEARING
## ON THE CITY OF TYLER
## 2024-2025 HOUSING CHOICE VOUCHER PROGRAM'S ADMINISTRATIVE PLAN,
## 2024-2025 FAMILY SELF-SUFFICIENCY PROGRAM'S ADMINISTRATIVE PLAN,
## 2025-2029 HOUSING CHOICE VOUCHER PROGRAM'S FIVE-YEAR PLAN

The City of Tyler's 2024-2025 Housing Choice Voucher and Family Self-Sufficiency Administrative Plans and Housing Choice Voucher Program's 2025-2029 Five Year Plan is open for public input on April 7, 2024. These plans govern all activities for the Housing Choice Voucher and Family Self-Sufficiency Programs. A copy of the documents can be reviewed online at www.cityoftyler.org/government/neighborhood-services/housing-choice-voucher and the following locations:

| Dates | Locations | Address |
|---|---|---|
| April 7, 2024 – May 23, 2024 | Tyler Public Library | 201 S. College Ave<br>Tyler, Texas 75702 |
| April 7, 2024 – May 23, 2024 | Glass Recreation Center | 501 W. 32nd St.<br>Tyler, Texas 75702 |
| April 7, 2024 – May 23, 2024 | Neighborhood Services | 900 W. Gentry Pkwy.<br>Tyler, Texas 75702 |

The public hearings are held to obtain citizen comments regarding housing needs and priorities for housing assistance. These hearings will provide information regarding the amount of assistance the City expects to receive for the next fiscal year, the range of activities that are expected to be undertaken, and the estimated amount of the anticipated funds that will be utilized to benefit housing assistance clients. Citizens are encouraged to participate in public hearings to offer input. A public hearing will be held on:

- April 25, 2024, at Neighborhood Services; 900 W. Gentry Parkway; Tyler, Texas 75702 at 5:30 pm, and
- May 1, 2024, at Neighborhood Services; 900 W. Gentry Parkway; Tyler, Texas 75702 at 10:30 am.

Tyler Housing Agency follows the United States Department of Housing and Urban Development (HUD) guidelines, providing a total public comment period of 45 days. Written comments regarding the annual and five-year plan, identified needs, strategies, and/or the proposed usage of funds should be sent by May 23, 2024, to Neighborhood Services; Attention: Prentice Butler, 900 W. Gentry Parkway, Tyler, Texas 75702.

# Tyler Morning Telegraph

*An M. Roberts Media Company | Honesty, Respect and Fairness*

100 E. Ferguson, Suite 501
Tyler, Texas 75702

Phone:(903) 232-7293 Fax: Email:nblakeley@news-journal.com

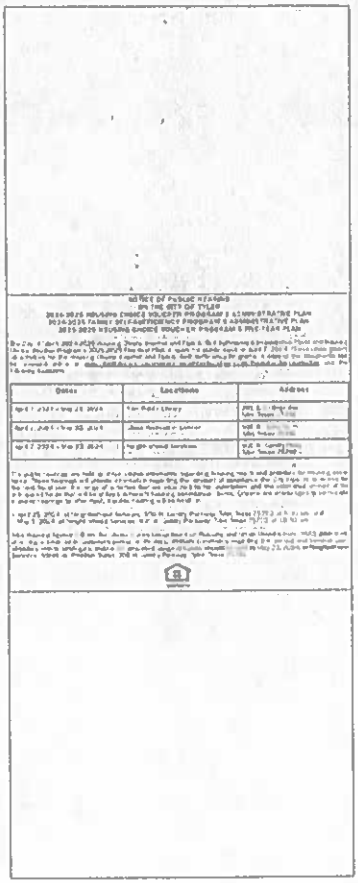
Date of Receipt
04/25/24

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| Account: | 333940 |
| Name: | |
| Company: | CITY OF TYLER - NEIGHBORHOOD SERVICES |
| Address: | 900 W. GENTRY PKWY<br>TYLER, TX 75702 |
| Telephone: | (903) 531-1303 |
| Fax: | (903) 531-1333 |
| Email: | nbsreception@tylertexas.com |
| Description: | NOTICE OF PUBLIC HEARING ON THE |

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| End Date: | 04/28/24 |
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| Blind Box: | |
| PO #: | |

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| Discount: | $0.00 | |
| Pay Type: | CC | |
| | Paid Amount: | - $516.78 |
| | Amount Due: | $0.00 |

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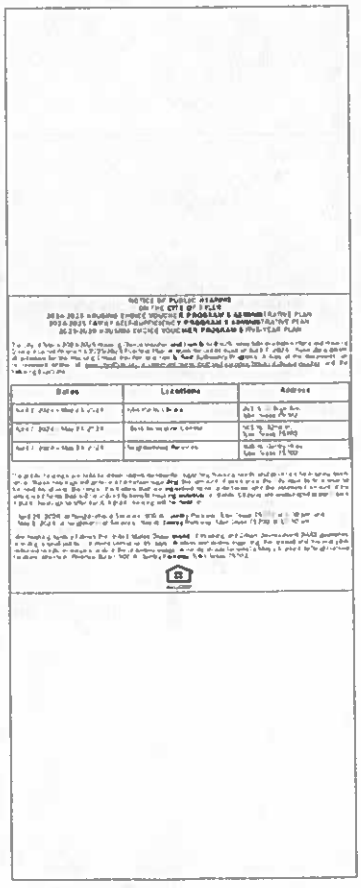
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**Tyler Morning Telegraph**

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04/25/24

100 E. Ferguson, Suite 501
Tyler, TX 75702

Phone:903-597-8111 Fax: Email:nblakeley@news-journal.com

## AFFIDAVIT OF PUBLICATION

State of Texas)

County of Smith)

This Affidavit of Publication for the Tyler Morning Telegraph, a daily newspaper of general circulation, printed and published at Tyler hereby certifies that the attached legal notice, ad # 1803452, was published in said newspaper on 4/28/24, and that copies of each paper in which said Public Notice was published were delivered by carriers to the subscribers of said paper, according to their accustomed mode of business in this office.

Josette Garrett
for the Tyler Morning Telegraph

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above-named Josette Garrett, who is personally known to me to be the identical person in the above certificate on this 29th day of April, 2024.

Kimberly A Brockwell
Notary Public in and for
State of Texas)
County of Smith)

My commission expires 07-13-24

KIMBERLY A BROCKWELL
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/13/24
NOTARY ID 13258013-4

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MAY - 3 2024
Neighborhood Services



AVISO DE AUDIENCIA PÚBLICA
EN LA CIUDAD DE TYLER
2024-2025 PLAN ADMINISTRATIVO DEL PROGRAMA DE VALES PARA ELECCIÓN DE VIVIENDA
2020-2025 PLAN ADMINISTRATIVO DEL PROGRAMA DE AUTOSUFICIENCIA FAMILIAR
2020-2025 PLAN DE CINCO AÑOS DEL PROGRAMA DE VALES PARA ELECCIÓN DE VIVIENDA

| Fechas | Ubicaciones | Direcciones |
|---|---|---|
| | | |
| | | |
| | | |

KIMBERLY A BROCKWELL
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/13/24
NOTARY ID 13258013-4

ad id: 1803452

**AVISO DE AUDIENCIA PÚBLICA**
**EN LA CIUDAD DE TYLER**
**2024-2025 PLAN ADMINISTRATIVO DEL PROGRAMA DE VALES PARA ELECCION DE VIVIENDA,**
**2024-2025 PLAN ADMINISTRATIVO DEL PROGRAMA DE AUTOSUFICIENCIA FAMILIAR,**
**2025-2029 PLAN DE CINCO ANOS DEL PROGRAMA DE VALES PARA ELECCION DE VIVIENDA**

El Vale De elección De Vivienda 2024-2025 de la ciudad de Tyler y los planes Administrativos De Autosuficiencia Familiar y el plan de cinco anos Vale De Elección De Vivienda 2025-2029 del programa De Vales De Vivienda estáran abiertos a la opinión pública el 7 de abril de 2024. Estos planes gobernan todas las actividades para el Vale De Eleccion De Vivienda y los Programas de Autosuficiencia Familiar. Una copia de los documentos se puede conseguir por la pagina en internet y las siguentes ubicaciones www.cityoftyler.org/government/neighborhood-services/housing-choice-voucher

| Fechas | Ubicaciones | Direccion |
|---|---|---|
| abril 7, 2024 – mayo 23, 2024 | Tyler Public Library | 201 S. College Ave.<br>Tyler, Texas 75702 |
| abril 7, 2024 – mayo 23, 2024 | Glass Recreation Center | 501 W. 32nd St.<br>Tyler, Texas 75702 |
| abril 7, 2024 – mayo 23, 2024 | Neighborhood Services | 900 W. Gentry Pkwy.<br>Tyler, Texas 75702 |

Las audiencias públicas se llevan a cabo para obtener comentarios de los ciudadanos sobre las necesidades de vivienda ylas prioridades para la asistencia de vivienda. Estas audiencias proporcionarán información sobre la cantidad de asistencia que la Ciudad espera recibir para el próximo año fiscal, la gama de actividades que se espera que se lleven a cabo y la cantidad estimada de los fondos anticipados que se utilizarán para beneficiar a los clientes de asistencia de vivienda. Se alienta a los ciudadanos a participar en audiencias públicas para ofrecer aportes. Se llevará a cabo una audiencia pública sobre:

- 25 de abril de 2024 en Neighborhood Services; 900 W. Gentry Parkway; Tyler, Texas 75702 horario 5:30 pm, y
- 1 de mayo de 2024 en Neighborhood Services; 900 W. Gentry Parkway; Tyler, Texas 75702 horario 10:30 am.

Tyler Housing Agency sigue las reglas del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD), proporcionando un período total de comentarios públicos de 45 días. Los comentarios por escrito sobre el plan anual, las necesidades identificadas, las estrategias y / o el uso propuesto de los fondos debe enviarse antes del 23 de mayo de 2024 a los Vecindarios; Atención: Prentice Butler, 900 W. Gentry Parkway, Tyler, Texas 75702.

# Tyler Morning Telegraph

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Tyler, Texas 75702

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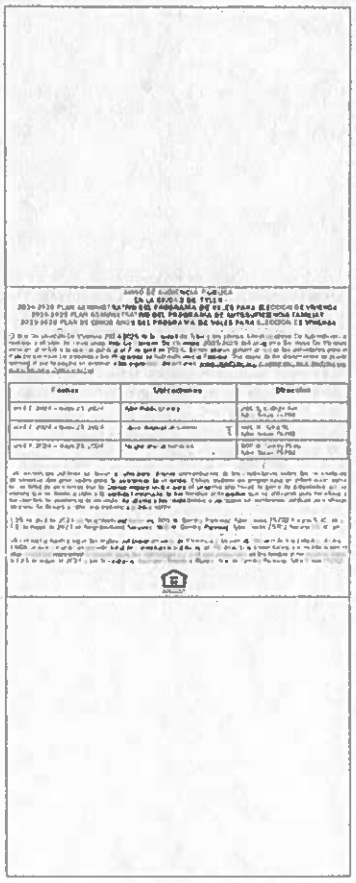
Date of Receipt
04/25/24

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| Name: | |
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| Address: | 900 W. GENTRY PKWY<br>TYLER, TX 75702 |
| Telephone: | (903) 531-1303 |
| Fax: | (903) 531-1333 |
| Email: | nbsreception@tylertexas.com |
| Description: | AVISO DE AUDIENCIA PÚBLICA EN LA |

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| Start Date: | 04/28/24 |
| End Date: | 04/28/24 |
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| Class: | 2065 |
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| Salesperson: | Legals |
| Blind Box: | |
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| Discount: | $0.00 | |
| Pay Type: | CC | |
| | Paid Amount: | - $537.84 |
| | Amount Due: | $0.00 |

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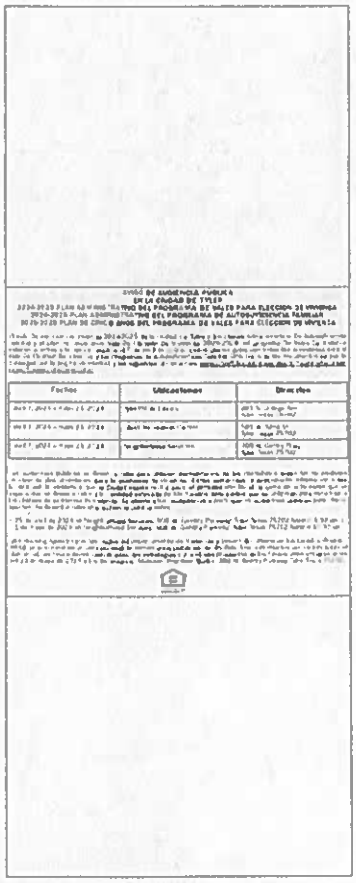
Date of Receipt
04/25/24

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| Account: | 333940 |
| Name: | |
| Company: | CITY OF TYLER - NEIGHBORHOOD SERVICES |
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| Telephone: | (903) 531-1303 |
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**ORDINANCE NO. O-2024-__**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, ADOPTING THE FAMILY SELF SUFFICIENCY AND HOUSING CHOICE VOUCHER PROGRAMS' FY 2024-2025 ANNUAL PLANS; ADOPTING THE 2025-2029 FIVE YEAR HOUSING AGENCY PLAN; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, for many years the U.S. Department of Housing and Urban Development (HUD) has allocated funds through annual contribution contracts to the City of Tyler for housing assistance programs, along with administrative costs associated with such programs; and

**WHEREAS**, Family Self-Sufficiency (FSS) is a HUD program that encourages communities to develop local strategies to assist voucher families in obtaining employment that will lead to economic independence and self-sufficiency; and

**WHEREAS**, it is in the public interest that such proposed programs be approved by the City Council, subject to approval and allocation by the U. S. Department of Housing and Urban Development; and

**WHEREAS**, the City of Tyler is proposing implementation of its Family Self Sufficiency and Housing Choice Voucher Programs' FY 2024-2025 Annual Plans and the 2025-2029 Five Year Housing Agency Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:**

**PART 1:** That the proposed program plans attached as Exhibit A be made a part hereof for all purposes and are hereby approved, subject to approval and allocation by the U. S. Department of Housing and Urban Development.

**PART 2:** That the City Manager, or his designee, is hereby authorized to submit the Family Self Sufficiency and Housing Choice Voucher Programs' FY 2024-2025 Annual Plans and the 2025-2029 Five Year Housing Agency Plan on or before the submission deadline/s.

**PART 3**: That this ordinance shall take effect immediately upon adoption.

**PASSED AND APPROVED** this 26th day of June, A. D. 2024.

_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM
CITY ATTORNEY

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** M-4

**Date:** July 10, 2024

**Subject:** Request that the City Council consider accepting an in-kind donation totaling $81,589 for a new pavilion located within the Tyler Municipal Rose Garden.

**Item Reference:**

The Gertrude Windsor Garden Club is donating a pavilion to the Tyler Municipal Rose Garden in the Heritage Garden section. The pavilions value is $81,589. $25,000 is in the current budget and will be paid for by the City of Tyler to cover the cost of installation.

**RECOMMENDATION:**

**Request that the City Council consider accepting an in-kind donation totaling $81,589 for a new pavilion located within the Tyler Municipal Rose Garden.**

**Drafted/Recommended By:**
**Department Leader** Leanne Robinette, Director of Parks and Recreation

**Edited/Submitted By:**
**City Manager**

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-1

**Date:** July 10, 2024

**Subject:** Request that the City Council consider ratifying a payment of $146,892.00 to Capps-Capco Construction, Inc., for the replacement of the failed Jeff Davis culvert.

**Item Reference:**

A corrugated metal pipe (CMP) failed at Jeff Davis Drive just west of Paluxy Drive causing the closure of the roadway and creating an emergency repair situation. A CMP typically has a finite life of 20-30 years as they will corrode and weaken over time. The failed CMP was undersized for the flows that it received, causing roadway over-topping.

Capps-Capco was contracted to replace the failed 60" diameter CMP with two (2) 60" RCPs (reinforced concrete pipes), proper headwalls, and erosion control. In addition, there was a problem with the subgrade requiring additional work in order to provide a proper base for the new drainage structure.

Funding Source: Half-Cent Sales Tax Program

**RECOMMENDATION:**

**Request that the City Council consider ratifying a payment of $146,892.00 to Capps-Capco Construction, Inc., for the replacement of the failed Jeff Davis culvert.**

**Attachments:**
IMG_8150
IMG_8142
IMG_8140
IMG_8143

**Drafted/Recommended By:**
**Department Leader** Paul Neuhaus, P.E., M.S. - Stormwater Management and Environmental Compliance Engineer

**Edited/Submitted By:**
**City Manager**


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32.27159°N
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2024-06-04
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# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-2

**Date:** July 10, 2024

**Subject:** Request that the City Council consider authorizing the City Manager to ratify staff action in payment to A.E Shull in the amount of $181,831.79 for the emergency repair and restoration of an 18" waterline on Loop 323 and Earl Campbell near Sam's Club.

**Item Reference:**

On the morning of Monday, April 22, 2024, an 18-inch water main in front of Sam's Club on Loop 323 failed, causing a blowout that led to significant erosion in the road and parkway. This resulted in a large amount of sand washing into the parking lot and low water pressure in parts of the distribution system.

The Tyler Water Utilities (TWU) Service Center promptly responded to the situation and enlisted A.E. Shull to repair and restore the damaged roadway and parkway. Both TWU and A.E. Shull collaborated to isolate the damaged section and restore water service to as many customers as possible during the repair process.

Once the water line repairs were finished, TWU worked with the Texas Department of Transportation (TxDOT) to bring the area back to the proper grade and specifications, after which a TxDOT contractor replaced the asphalt in the travel lanes.

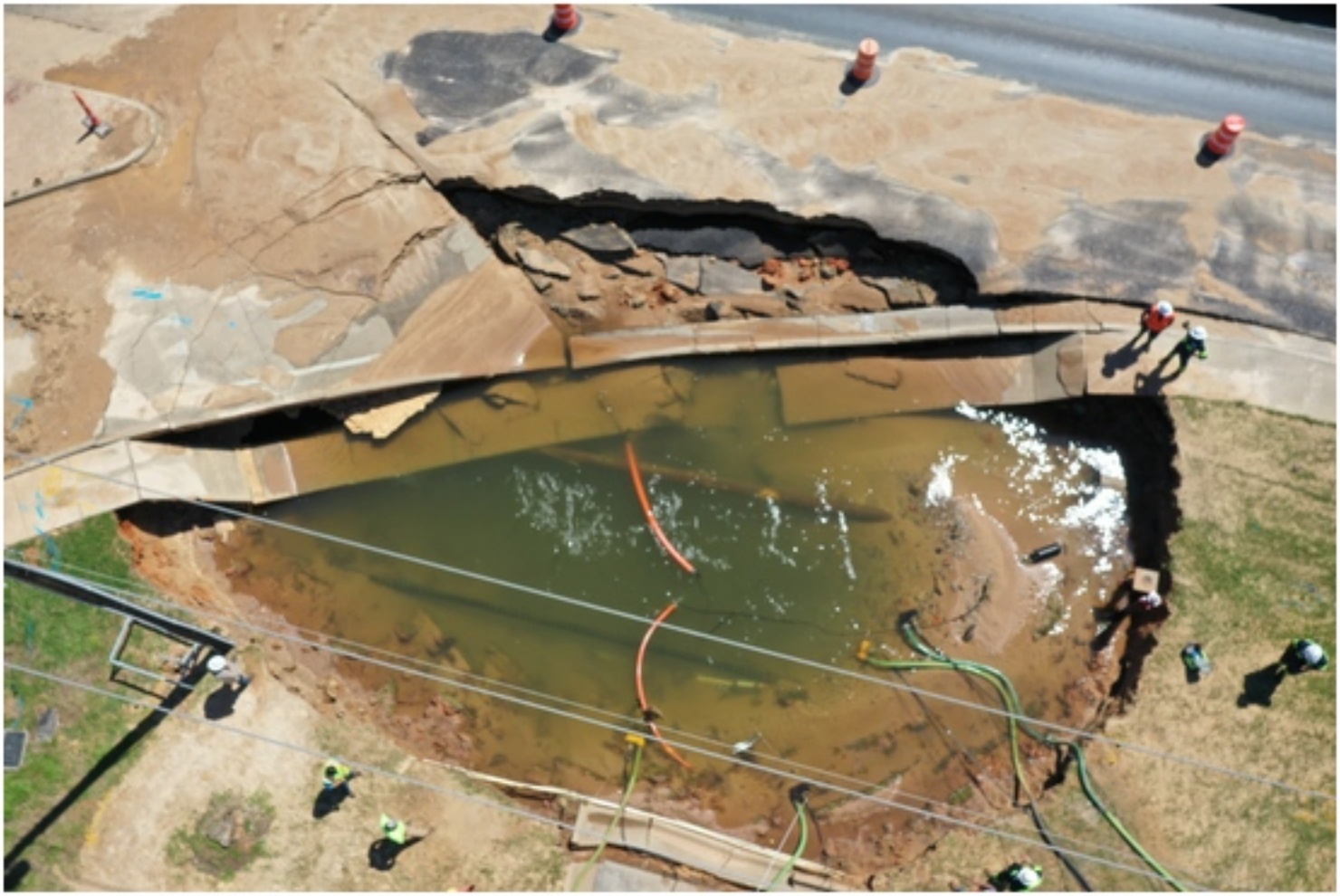
**RECOMMENDATION:**

**It is recommended that the City Council consider authorizing the City Manager to ratify staff action in payment to A.E Shull in the amount of $181,831.79 for the emergency repair and restoration of an 18" waterline on Loop 323 and Earl Campbell near Sam's Club.**

**Attachments:**
Sams Drone 4-22-24 Pic (18)
Sams Drone 4-22-24 Pic (37)
Sams Drone 4-22-24 Pic (48)
07.03.2024 - Invoice Summary Sheets

**Drafted/Recommended By:**
**Department Leader** Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

**Edited/Submitted By:**
**City Manager**







# A. E. Shull & Company
# P. O. BOX 130365
# TYLER, TEXAS 75713

Payment No.: One
Name of Owner: City Of Tyler, Texas
Owners Address: P.O. Box 2039 Tyler, Texas 75710
Name of Contractor: A.E. Shull & Co., Inc.
Contractor's Address: P.O. Box 130365, Tyler Texas 75713
Project No: 18" Water Main Repair (Earl Campbell & Loop 323)
Project No:
A.E.S. No: 97

Date: 22-Apr-24
To: 9-May-24

| Item No. | DESCRIPTION OF ITEM | UNIT MEASURE | Unit Price | Quantity Complete Apr-24 | Amount Earned This Period Apr. |
|---|---|---|---|---|---|
| **4/22/2024** | Superintendents | HR | $68.00 | **24.0** | **$1,632.00** |
| **Monday** | Superintendents | OT | $102.00 | | **$0.00** |
| | Skill Laborers | HR | $48.50 | **54.0** | **$2,619.00** |
| | Skill Laborers | OT | $72.75 | | **$0.00** |
| | Project Manager | HR | $117.50 | **12.0** | **$1,410.00** |
| | Project Manager | OT | $176.25 | | **$0.00** |
| | Equipment Operators | HR | $48.50 | **46.5** | **$2,255.25** |
| | Equipment Operators | OT | $72.75 | | **$0.00** |
| | Laborers | HR | $41.50 | **12.0** | **$498.00** |
| | Laborers | OT | $62.25 | | **$0.00** |
| | John Deere 300 Excavator | HR | $172.75 | **10.5** | **$1,813.88** |
| | John Deere 4WD 624 Loader | HR | $115.00 | **10.5** | **$1,207.50** |
| | Tandem Dump Truck (12 CY) | HR | $79.00 | **5.0** | **$395.00** |
| | Mack Haul Truck & Lowboy Trailer | HR | $193.00 | **3.0** | **$579.00** |
| | 2-Ton Truck | HR | $65.00 | **10.5** | **$682.50** |
| | 1-Ton Truck w/Misc. Hand Tools (3 each) | DAY | $100.00 | **3.0** | **$300.00** |
| | Superintendent-Pickup (2 each) | DAY | $82.00 | **2.0** | **$164.00** |
| | Skid Steer | HR | $99.75 | **5.0** | **$498.75** |
| | | | | | |
| **4/23/2024** | Superintendents | HR | $68.00 | **20.0** | **$1,360.00** |
| **Tuesday** | Superintendents | OT | $102.00 | | **$0.00** |
| | Skill Laborers | HR | $48.50 | **48.0** | **$2,328.00** |
| | Skill Laborers | OT | $72.75 | | **$0.00** |
| | Project Manager | HR | $117.50 | **10.0** | **$1,175.00** |
| | Project Manager | OT | $176.25 | | **$0.00** |
| | Equipment Operators | HR | $48.50 | **28.5** | **$1,382.25** |
| | Equipment Operators | OT | $72.75 | | **$0.00** |
| | Laborers | HR | $41.50 | | **$0.00** |
| | Laborers | OT | $62.25 | | **$0.00** |
| | John Deere 300 Excavator | HR | $172.75 | **9.5** | **$1,641.13** |
| | John Deere 4WD 624 Loader | HR | $115.00 | **9.5** | **$1,092.50** |
| | Tandem Dump Truck (12 CY) | HR | $79.00 | | **$0.00** |

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|---|---|---|---|---|---|
| | Mack Haul Truck & Lowboy Trailer | HR | $193.00 | | $( |
| | 2-Ton Truck | HR | $65.00 | 9.5 | $617.50 |
| | 1-Ton Truck w/Misc. Hand Tools (3 each) | DAY | $100.00 | 3.0 | $300.00 |
| | Superintendent-Pickup (2 each) | DAY | $82.00 | 2.0 | $164.00 |
| | Skid Steer | HR | $99.75 | 9.5 | $947.63 |
| | | | | | |
| 4/24/2024 | Superintendents | HR | $68.00 | 20.0 | $1,360.00 |
| Wednesday | Superintendents | OT | $102.00 | | $0.00 |
| | Skill Laborers | HR | $48.50 | 39.5 | $1,915.75 |
| | Skill Laborers | OT | $72.75 | | $0.00 |
| | Project Manager | HR | $117.50 | 10.0 | $1,175.00 |
| | Project Manager | OT | $176.25 | | $0.00 |
| | Equipment Operators | HR | $48.50 | 13.5 | $654.75 |
| | Equipment Operators | OT | $72.75 | | $0.00 |
| | Laborers | HR | $41.50 | | $0.00 |
| | Laborers | OT | $62.25 | | $0.00 |
| | John Deere 300 Excavator | HR | $172.75 | 8.5 | $1,468.38 |
| | John Deere 4WD 624 Loader | HR | $115.00 | 8.5 | $977.50 |
| | Tandem Dump Truck (12 CY) | HR | $79.00 | | $0.00 |
| | Mack Haul Truck & Lowboy Trailer | HR | $193.00 | | $0.00 |
| | 2-Ton Truck | HR | $65.00 | | $0.00 |
| | 1-Ton Truck w/Misc. Hand Tools (3 each) | DAY | $100.00 | 3.0 | $300.00 |
| | Superintendent-Pickup (2 each) | DAY | $82.00 | 2.0 | $164.00 |
| | Skid Steer | HR | $99.75 | 8.5 | $847.88 |
| | | | | | |
| 4/25/2024 | Superintendents | HR | $68.00 | 20.0 | $1,360.00 |
| Thursday | Superintendents | OT | $102.00 | | $0.00 |
| | Skill Laborers | HR | $48.50 | 36.0 | $1,746.00 |
| | Skill Laborers | OT | $72.75 | | $0.00 |
| | Project Manager | HR | $117.50 | 10.0 | $1,175.00 |
| | Project Manager | OT | $176.25 | | $0.00 |
| | Equipment Operators | HR | $48.50 | 18.0 | $873.00 |
| | Equipment Operators | OT | $72.75 | | $0.00 |
| | Laborers | HR | $41.50 | | $0.00 |
| | Laborers | OT | $62.25 | | $0.00 |
| | John Deere 300 Excavator | HR | $172.75 | 9.0 | $1,554.75 |
| | John Deere 4WD 624 Loader | HR | $115.00 | 9.0 | $1,035.00 |
| | Tandem Dump Truck (12 CY) | HR | $79.00 | | $0.00 |
| | Mack Haul Truck & Lowboy Trailer | HR | $193.00 | | $0.00 |
| | 2-Ton Truck | HR | $65.00 | | $0.00 |
| | 1-Ton Truck w/Misc. Hand Tools (2 each) | DAY | $100.00 | 2.0 | $200.00 |
| | Superintendent-Pickup (2 each) | DAY | $82.00 | 2.0 | $164.00 |
| | Skid Steer | HR | $99.75 | | $0.00 |
| | | | | | |
| 4/26/2024 | Superintendents | HR | $68.00 | | $0.00 |
| Friday | Superintendents | OT | $102.00 | 20.0 | $2,040.00 |
| | Skill Laborers | HR | $48.50 | 13.5 | $654.75 |
| | Skill Laborers | OT | $72.75 | 22.5 | $1,636.88 |
| | Project Manager | HR | $117.50 | | $0.00 |
| | Project Manager | OT | $176.25 | 10.0 | $1,762.50 |
| | Equipment Operators | HR | $48.50 | 8.5 | $412.25 |
| | Equipment Operators | OT | $72.75 | 18.5 | $1,345.88 |

| | | | | | |
|---|---|---|---|---|---|
| | Laborers | HR | $41.50 | | $( |
| | Laborers | OT | $62.25 | | $0.00 |
| | John Deere 300 Excavator | HR | $172.75 | 9.0 | $1,554.75 |
| | John Deere 4WD 624 Loader | HR | $115.00 | 9.0 | $1,035.00 |
| | Tandem Dump Truck (12 CY) | HR | $79.00 | | $0.00 |
| | Mack Haul Truck & Lowboy Trailer | HR | $193.00 | | $0.00 |
| | 2-Ton Truck | HR | $65.00 | 9.0 | $585.00 |
| | 1-Ton Truck w/Misc. Hand Tools (2 each) | DAY | $100.00 | 2.0 | $200.00 |
| | Superintendent-Pickup (2 each) | DAY | $82.00 | 2.0 | $164.00 |
| | Skid Steer | HR | $99.75 | 9.0 | $897.75 |
| | | | | | |
| 4/27/2024 | Superintendents | HR | $68.00 | | $0.00 |
| Saturday | Superintendents | OT | $102.00 | 10.5 | $1,071.00 |
| | Skill Laborers | HR | $48.50 | | $0.00 |
| | Skill Laborers | OT | $72.75 | 15.0 | $1,091.25 |
| | Project Manager | HR | $117.50 | | $0.00 |
| | Project Manager | OT | $176.25 | 5.0 | $881.25 |
| | Equipment Operators | HR | $48.50 | | $0.00 |
| | Equipment Operators | OT | $72.75 | 16.0 | $1,164.00 |
| | Laborers | HR | $41.50 | | $0.00 |
| | Laborers | OT | $62.25 | | $0.00 |
| | John Deere 300 Excavator | HR | $172.75 | 5.0 | $863.75 |
| | John Deere 4WD 624 Loader | HR | $115.00 | | $0.00 |
| | Tandem Dump Truck (12 CY) | HR | $79.00 | 11.0 | $869.00 |
| | Mack Haul Truck & Lowboy Trailer | HR | $193.00 | | $0.00 |
| | 2-Ton Truck | HR | $65.00 | | $0.00 |
| | 1-Ton Truck w/Misc. Hand Tools (2 each) | DAY | $100.00 | 2.0 | $200.00 |
| | Superintendent-Pickup (2 each) | DAY | $82.00 | 2.0 | $164.00 |
| | Skid Steer | HR | $99.75 | 5.0 | $498.75 |
| | | | | | |
| 4/29/2024 | Superintendents | HR | $68.00 | 8.0 | $544.00 |
| Monday | Superintendents | OT | $102.00 | | $0.00 |
| | Skill Laborers | HR | $48.50 | | $0.00 |
| | Skill Laborers | OT | $72.75 | | $0.00 |
| | Project Manager | HR | $117.50 | 8.0 | $940.00 |
| | Project Manager | OT | $176.25 | | $0.00 |
| | Equipment Operators | HR | $48.50 | 19.5 | $945.75 |
| | Equipment Operators | OT | $72.75 | | $0.00 |
| | Laborers | HR | $41.50 | 14.0 | $581.00 |
| | Laborers | OT | $62.25 | | $0.00 |
| | John Deere 300 Excavator | HR | $172.75 | | $0.00 |
| | John Deere 4WD 624 Loader | HR | $115.00 | | $0.00 |
| | Tandem Dump Truck (12 CY) | HR | $79.00 | | $0.00 |
| | Mack Haul Truck & Lowboy Trailer | HR | $193.00 | | $0.00 |
| | 2-Ton Truck | HR | $65.00 | | $0.00 |
| | 1-Ton Truck w/Misc. Hand Tools (1 each) | DAY | $100.00 | 1.0 | $100.00 |
| | Superintendent-Pickup (2 each) | DAY | $82.00 | 2.0 | $164.00 |
| | Skid Steer | HR | $99.75 | | $0.00 |
| | | | | | |
| 5/1/2024 | Superintendents | HR | $68.00 | 1.0 | $68.00 |
| Wednesday | Superintendents | OT | $102.00 | | $0.00 |
| | Skill Laborers | HR | $48.50 | | $0.00 |

| | | | | | |
|---|---|---|---|---|---|
| | Skill Laborers | OT | $72.75 | | $( |
| | Project Manager | HR | $117.50 | 1.0 | $11 |
| | Project Manager | OT | $176.25 | | $0.00 |
| | Equipment Operators | HR | $48.50 | 4.0 | $194.00 |
| | Equipment Operators | OT | $72.75 | | $0.00 |
| | Laborers | HR | $41.50 | | $0.00 |
| | Laborers | OT | $62.25 | | $0.00 |
| | John Deere 300 Excavator | HR | $172.75 | 1.0 | $172.75 |
| | John Deere 4WD 624 Loader | HR | $115.00 | 1.0 | $115.00 |
| | Cat 140 Motorgrader | HR | $152.50 | 1.0 | $152.50 |
| | Superintendent-Pickup | DAY | $82.00 | 1.0 | $82.00 |
| | Skid Steer | HR | $99.75 | 1.0 | $99.75 |
| | | | | | |
| 5/6/2024 | Superintendents | HR | $68.00 | | $0.00 |
| Monday | Superintendents | OT | $102.00 | | $0.00 |
| | Skill Laborers | HR | $48.50 | 11.5 | $557.75 |
| | Skill Laborers | OT | $72.75 | | $0.00 |
| | Project Manager | HR | $117.50 | 4.0 | $470.00 |
| | Project Manager | OT | $176.25 | | $0.00 |
| | Equipment Operators | HR | $48.50 | 43.5 | $2,109.75 |
| | Equipment Operators | OT | $72.75 | | $0.00 |
| | Laborers | HR | $41.50 | 28.5 | $1,182.75 |
| | Laborers | OT | $62.25 | | $0.00 |
| | John Deere 300 Excavator | HR | $172.75 | | $0.00 |
| | John Deere 4WD 624 Loader | HR | $115.00 | 4.0 | $460.00 |
| | Cat 140 Motorgrader | HR | $152.50 | | $0.00 |
| | 1-Ton Truck w/Misc. Hand Tools (2 each) | DAY | $100.00 | 2.0 | $200.00 |
| | Superintendent-Pickup | DAY | $82.00 | 1.0 | $82.00 |
| | Skid Steer | HR | $99.75 | | $0.00 |
| | | | | | |
| 5/7/2024 | Superintendents | HR | $68.00 | | $0.00 |
| Tuesday | Superintendents | OT | $102.00 | | $0.00 |
| | Equipment Operators | HR | $48.50 | 2.5 | $121.25 |
| | Equipment Operators | OT | $72.75 | | $0.00 |
| | Tandem Dump Truck (12 CY) | HR | $79.00 | 2.5 | $197.50 |
| | | | | | |
| 5/9/2024 | Superintendents | HR | $68.00 | | $0.00 |
| Thursday | Superintendents | OT | $102.00 | | $0.00 |
| | Skill Laborers | HR | $48.50 | 4.0 | $194.00 |
| | Skill Laborers | OT | $72.75 | | $0.00 |
| | Project Manager | HR | $117.50 | 2.0 | $235.00 |
| | Project Manager | OT | $176.25 | | $0.00 |
| | Equipment Operators | HR | $48.50 | 15.0 | $727.50 |
| | Equipment Operators | OT | $72.75 | | $0.00 |
| | Laborers | HR | $41.50 | 8.0 | $332.00 |
| | Laborers | OT | $62.25 | | $0.00 |
| | John Deere 300 Excavator | HR | $172.75 | | $0.00 |
| | John Deere 4WD 624 Loader | HR | $115.00 | | $0.00 |
| | Cat 140 Motorgrader | HR | $152.50 | | $0.00 |
| | Mack Haul Truck & Lowboy Trailer | HR | $193.00 | 3.0 | $579.00 |
| | 1-Ton Truck w/Misc. Hand Tools | DAY | $100.00 | 1.0 | $100.00 |

| | | | | | |
|---|---|---|---|---|---|
| | Superintendent-Pickup | DAY | $82.00 | 1.0 | $8 |
| | Skid Steer | HR | $99.75 | 4.0 | $399.00 |
| | | | | | |

338

**$73,431.38**

| | | |
|---|---|---|
| Total Value of Original Contract Performed | ---------- | **$73,431.38** |
| Materials on Hand | ---------- | $0.00 |
| Extra Work - Total Thru Last Estimate | ---------- | $0.00 |
| Extra Work Since Last Estimate | ---------- | $0.00 |
| Total Value of Work To Date | ---------- | **$73,431.38** |
| Less: Amount Retained (0%) | ---------- | $0.00 |
| Total Amount To Be Paid To Date | ---------- | $73,431.38 |
| Less: Amount of Previous Payment | ---------- | **$0.00** |
| **BALANCE DUE THIS ESTIMATE** | ---------- | **$73,431.38** |

Prepared by
**A.E. SHULL & COMPANY**

By: _____ Date: 31-May-24

# A. E. Shull & Company
# P. O. BOX 130365
# TYLER, TEXAS 75713

Payment No.: One
Name of Owner: City Of Tyler, Texas
Owners Address: P.O. Box 2039 Tyler, Texas 75710
Name of Contractor: A.E. Shull & Co., Inc.
Contractor's Address: P.O. Box 130365, Tyler Texas 75713
Project No: 18" Water Main Repair (Earl Campbell & Loop 323)

Date: 22-Apr-24
To: 9-May-24

A.E.S. No: 97 - Materials

| Item No. | DESCRIPTION OF ITEM | INVOICE NUMBER | UNIT MEASURE | INVOICE Price | Quantity Complete Apr-24 | Amount Earned This Period April |
|---|---|---|---|---|---|---|
| 4/22/2024 | Tractor Supply Co. | 726193 | EA | $194.97 | 1.0 | $194.97 |
| 4/22/2024 | Adrian Flowers Trucking | 2661 | EA | $300.00 | 1.0 | $300.00 |
| 4/22/2024 | Adrian Flowers Trucking | 2667 | EA | $300.00 | 1.0 | $300.00 |
| 4/22/2024 | Tyler Oak Springs | AES005 | EA | $640.00 | 1.0 | $640.00 |
| 4/22/2024 | AES-owned parts | | EA | $916.00 | 1.0 | $916.00 |
| 4/23/2024 | Core & Main | U768812 | EA | $2,922.30 | 1.0 | $2,922.30 |
| 4/23/2024 | United Rentals | 232955928-001 | EA | $1,266.38 | 1.0 | $1,266.38 |
| 4/23/2024 | Adrian Flowers Trucking | 2663 | EA | $637.50 | 1.0 | $637.50 |
| 4/23/2024 | Adrian Flowers Trucking | 2668 | EA | $712.50 | 1.0 | $712.50 |
| 4/23/2024 | Tyler Oak Springs | AES006 | EA | $1,040.00 | 1.0 | $1,040.00 |
| 4/24/2024 | Dowden Supply Company | 0000138661 | EA | $121.25 | 1.0 | $121.25 |
| 4/24/2024 | CW Legacy Trucking Truck #2 | 906303 | EA | $300.00 | 1.0 | $300.00 |
| 4/24/2024 | Adrian Flowers Trucking | 2664 | EA | $337.50 | 1.0 | $337.50 |
| 4/24/2024 | Tyler Oak Springs | AES007 | EA | $240.00 | 1.0 | $240.00 |
| 4/25/2024 | Martin Marietta - Concrete | 42266716 | EA | $1,920.00 | 1.0 | $1,920.00 |
| 4/26/2024 | McCoy's #049 | 613354 | EA | $63.59 | 1.0 | $63.59 |
| 4/26/2024 | Martin Marietta - #57 Aggregate | 42286631 | EA | $705.94 | 1.0 | $705.94 |
| 4/26/2024 | Tyler Products | 35575 | EA | $63.00 | 1.0 | $63.00 |
| 4/26/2024 | Thompson Pipe Group | 78758-IN | EA | $2,910.24 | 1.0 | $2,910.24 |
| 5/6/2024 | Tyler Oak Springs | AES008 | EA | $120.00 | 1.0 | $120.00 |
| 5/7/2024 | HercRentals | 34547433-001 | EA | $6,578.67 | 1.0 | $6,578.67 |
| | | | | | | |
| | | | | | | $22,289.84 |

| | |
|---|---|
| Total Value of Original Contract Performed | **$22,289.84** |
| Materials Plus 21 Percent | **$4,680.87** |
| Extra Work - Total Thru Last Estimate | $0.00 |
| Extra Work Since Last Estimate | $0.00 |
| Total Value of Work To Date | **$26,970.71** |
| Less: Amount Retained (0%) | $0.00 |
| Total Amount To Be Paid To Date | $26,970.71 |
| Less: Amount of Previous Payment | **$0.00** |
| **BALANCE DUE THIS ESTIMATE** | **$26,970.71** |

Prepared by
**A.E. SHULL & COMPANY**

By: _____ Date: 31-May-24

A. E. Shull & Company
P. O. BOX 130365
TYLER, TEXAS 75713

Payment No.: Two
Name of Owner: City Of Tyler, Texas
Owners Address: P.O. Box 2039 Tyler, Texas 75710
Name of Contractor: A.E. Shull & Co., Inc.
Contractor's Address: P.O. Box 130365, Tyler Texas 75713
Project No: 18" Water Main Repair (Earl Campbell & Loop 323)

Date: 22-Apr-24
To: 9-May-24

A.E.S. No: 97 - Materials & Subcontractors

| Item No. | DESCRIPTION OF ITEM | INVOICE NUMBER | UNIT MEASURE | INVOICE Price | Quantity Complete Apr-24 | Amount Earned This Period April |
|---|---|---|---|---|---|---|
| 4/29/2024 | Martin Marietta - Flowable Fill (04/25/24) | 42296475 | EA | $4,860.00 | 1.0 | $4,860.00 |
| 4/29/2024 | Martin Marietta - Flowable Fill (04/26/24) | 42296476 | EA | $16,200.00 | 1.0 | $16,200.00 |
| 4/29/2024 | Martin Marietta - Flowable Fill (04/27/24) | 42296477 | EA | $22,680.00 | 1.0 | $22,680.00 |
| 4/30/2024 | Martin Marietta - Flowable Fill (04/29/24) | 42323497 | EA | $7,460.00 | 1.0 | $7,460.00 |
| 5/15/2024 | K.L. Kilgore & Company, Inc. | 10005 | EA | $430.00 | 1.0 | $430.00 |
| 5/17/2024 | Southwest Environment Services LLC | 3557-01 | EA | $800.00 | 1.0 | $800.00 |
| 5/20/2024 | 4B Robinson Construction LLC | | EA | $21,597.00 | 1.0 | $21,597.00 |
| | | | | | | |
| | | | | | | |

$74,027.00

| | |
|---|---|
| Total Value of Original Contract Performed | **$74,027.00** |
| Materials Plus 10 Percent | **$7,402.70** |
| Extra Work - Total Thru Last Estimate | $0.00 |
| Extra Work Since Last Estimate | $0.00 |
| Total Value of Work To Date | **$81,429.70** |
| Less: Amount Retained (0%) | $0.00 |
| Total Amount To Be Paid To Date | $81,429.70 |
| Less: Amount of Previous Payment | **$0.00** |
| **BALANCE DUE THIS ESTIMATE** | **$81,429.70** |

Prepared by
**A.E. SHULL & COMPANY**

By: _____ Date: 31-May-24

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-3

**Date:** July 10, 2024

**Subject:** Request that the City Council consider authorizing the City Manager to execute Amendment No. 1, Renewal No. 1, with a projected cost of $1,572,389.00 for support of Consent Decree requirements and the Wastewater Collection System's Capacity, Management, Operations, and Maintenance (CMOM) Program.

**Item Reference:** **Legal Desk 7964; Agenda Item M-3, March 2023; Agenda Item M-1, May 27, 2020; Agenda Item M-2, June 12, 2019; Agenda Item M-3, April 11, 2018, Agenda Item M-3 Dec 8, 2021**

In 2017, Tyler Water Utilities (TWU) entered into a Consent Decree with the Environmental Protection Agency (EPA) to address the City's aging wastewater collection system and resulting discharges. The Consent Decree became effective on April 10, 2017.

On April 12, 2017, the City Council approved Work Order #1 for Staff Support Services. TWU selected Pipeline Analysis (PA) to provide Staff Support Services to help TWU comply with the requirements of the Consent Decree and avoid further penalties and fines.

Work completed by PA to date has included: development and implementation of a Capacity, Management, Operations, and Maintenance Program (CMOM); ongoing review of TWU data collection and record keeping procedures; hydraulic model development, calibration, and field confirmation; confirmation of capacity constraints; and asset inspections of various wastewater collection system (WWCS) components including manholes, gravity mains, lift stations, force mains, and other components.

This year, the services to be provided will include, but not be limited to:

* Overall Consent Decree Program Management
* Continued assistance in implementation of remedial measures projects based on the Groups 7 assessment information
(2023) selected to be completed next year.
* Assistance with compiling data, identifying trends, and writing the annual report for submission to the EPA.
* Completion of Group 8 assessment activity work.
* Assistance in implementation of Capacity remedial measures.
* Smoke testing to reduce infiltration and inflows.

* Assistance as needed with the implementation of the Private Lateral repair program.
* Manhole inspection and assessment.

Individual tasks outlined by the Scope of Services in Amendment No. 1, Renewal 1 will be assigned to PA on an as-needed basis and may either be performed directly by PA, or by other consultants, with PA providing assistance to City staff to procure those consultants.

**RECOMMENDATION:**

**It is recommended that the City Council consider authorizing the City Manager to renew the engineering services contract with Pipeline Analysis, LLC and execute Amendment No. 1, Renewal No. 1, with a projected cost of $1,572,389.00 for support of Consent Decree requirements and the Wastewater Collection System's Capacity, Management, Operations, and Maintenance (CMOM) Program.**

**Attachments:**
2023 Staff Support WorkOrder Amendment_02202023
Engineering Contract-Pipeline Analysis
2024 Staff Support And 1 Renewal 1

**Drafted/Recommended By:**
**Department Leader** Tiffany Currie, PE; Kate Dietz, P.E. / Director of Utilities

**Edited/Submitted By:**
**City Manager**

# Amendment No. 1
# to the ENGINEERING CONTRACT between the CITY OF TYLER and PIPELINE ANALYSIS, LLC dated April 24, 2017
# Professional Services
# For Sanitary Sewer System Consent Decree
# Staff Support & Augmentation

# City of Tyler

February 20, 2023

**James H. Forbes, Jr., P.E.**

**Pipeline Analysis, LLC**
1115 Main Street
Garland, Texas 75040
972-470-0655
TBPE Firm No. 6538

# Amendment No. 1

**BACKGROUND**

The City of Tyler ("CITY"), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 6:17-cv-29, United States of America, and State of Texas v. City of Tyler, in the United States District Court for the Eastern District of Texas, Tyler Division (the "Consent Decree"). A copy of the Consent Decree is available at http://www.tylerpublicworks.com/Consent-Decree. Work performed pursuant to this contract is work that CITY is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree Notice Provision and any other terms and provisions of this contract, the terms and provisions of this Consent Decree Notice Provision shall prevail.

This contract amendment will provide the necessary support assistance as requested by the City of Tyler staff to ensure compliance with the terms and timelines as outlined in the EPA consent decree. The proposed scope of services outlines the work tasks that may be requested by City staff as a result of specific Work Tasks approved by the City of Tyler Director of Utilities.

The approach is organized around the City's objectives for this project:

- Fulfill anticipated Consent Decree Requirements
- Reduction in Sanitary Sewer Overflows (SSO's) as defined in the Consent Decree
- Cost controls and Least Cost Alternatives for Compliance
- Attainment of long-term Infiltration/Inflow solutions
- Collection System Capacity Assurance
- Regulatory compliance
- Sustainability of Program Elements
- Customer satisfaction

Pipeline Analysis, LLC will perform professional services, when requested, for the City of Tyler. Specific assignments to be performed by the consultant under each Work Task will consist of engineering services to address requirements of the EPA Consent Decree. These services will consist of engineering analysis to address requirements of wastewater collection system inspection, evaluation, planning, information management, training, preventative maintenance, hydraulic modeling, and reporting needed for regulatory compliance.

Tyler Water Utilities (TWU) negotiated with the Environmental Protection Agency (EPA) since 2009 to develop a Consent Decree to address the city's aging wastewater collection system and resulting unauthorized discharges. The Consent Decree was finalized with an effective date of April 10, 2017. The intent of this project will be to provide City staff with technical support and assistance as they move forward with the implementation of the requirements of the Consent Decree. In some cases, Pipeline Analysis LLC (the CONSULTANT) and/or sub-consultants to Pipeline Analysis LLC may be tasked with performing services as described in Basic and Additional Services and in other cases the CONSULTANT may be tasked with assisting City staff with preparing Request for Proposals, bid specifications, or other contract documents so that the services described below may be contracted directly to other firms. In those cases, the CONSULTANT may assist City staff with contract management.

The Program – The Program is the comprehensive multi-year effort by the City to effectively improve the wastewater collection and treatment system's performance and regulatory compliance. The City will be the Program Manager for this effort. Pipeline Analysis LLC and its sub-consultants will support the City, as needed, and requested, to set the Program goals and objectives, organizational charts, systems, policies, procedures, standards, etc. for efficient program implementation and will provide staff when areas of need are identified. Other engineering firms, consultants, construction contractors, etc. will be involved in implementing the City's Program. There will be corresponding Program progress reports, staffing plans, Program schedules, etc. that Pipeline Analysis may help the City produce in support of staff.

The Project – The Project is the individual Work Tasks assigned to Consultant. This includes the specific tasks that Pipeline Analysis is authorized to perform in support of the City staff.

Mattie A. Engels, P.E. will serve as Project Manager. Depending on the specific needs of the City, there may also be a number of assigned project managers.

**Basic and Additional Services**
This section defines the scope for services (Summarized in Attachment A) that may be requested.

## BASIC SERVICES

### I. Project Coordination

### A. Action Plan:

1. Project Meetings - Project meetings will be conducted by CONSULTANT with core City staff that will have the day-to-day responsibility for implementation of the Program and managing the City's wastewater system. Data and information needs will be identified along with project organization, management, and communication plans.

2. Stakeholder Communication - Key stakeholders in the overall regulatory compliance and wastewater management Program will be identified and copied on project updates and meetings. Stakeholders may include other City department personnel involved or impacted by the Program, administrative staff, City elected officials, and others identified by the City.

### B. Project Coordination

CONSULTANT may plan and assign proper qualified and experienced personnel to Project activities and provide other required equipment and material resources and maintain availability for proper Program execution. The CONSULTANT may coordinate the efforts of CONSULTANT and any SUB-CONSULTANTS assigned to the Project to maintain budget, schedule, scope, and quality compliance. The CONSULTANT may prepare and submit monthly progress/status reports for the Project. Monthly Progress Reports shall include a narrative of activities performed during the subject billing period, an updated schedule, and identification of proposed resolution of issues, and a cost estimate to complete the Work. Based on the overall Program staffing, the CONSULTANT may provide staff support requested by the City. In addition to the functions identified throughout this scope of work, the CONSULTANT may assist with the following representative Program functions:

1. Document Control

2. Program Progress Reporting
3. Information System Management
4. Risk Mitigation
5. Cost and Schedule Management
6. Design Review
7. Construction Inspection
8. Coordination with other outside Consultants and Contractors contracted by the City for consent decree compliance

**C. QA/QC Advisory**

The CONSULTANT may assist the City in the development of a Quality Assurance and Quality Control (QA/QC) to check, as a minimum, document management systems compliance, planning methods, design methods, calculations, engineering and design documents, construction documents, cost estimates, field investigations, measurements, and other technical issues associated with Program and Project planning and execution. The QA/QC plan may be designed to be expanded and modified as the Program needs change.

**D. Program Scheduling**

The CONSULTANT may assist the City in preparing and maintaining an integrated electronic program schedule that will include all aspects of the compliance program. Periodically update the schedule at all phases of the Program. Schedule shall include critical activity start and/or completion dates as milestones, including monthly progress meetings, proposed engineering design, and all deliverable due dates.

**E. Cost Estimating**

The CONSULTANT may assist the City in developing cost estimating guides and standards for Program related field surveys and inspections, design and construction of system rehabilitation and replacement and other related Program elements. The CONSULTANT may assist the City in preparing planning and design level construction cost estimates and in the review of cost estimates completed by others.

## II. Asset Management

**A. Information System Assessment**

The CONSULTANT may assess the City's wastewater system information management systems including CityWorks, GIS, Bentley Hydraulic Model and other supporting software in use by the City staff. While the focus of this assessment will be on the reporting requirements, the assessment will also consider improved efficiencies in the long-term management of the wastewater system. The information system assessment may include related hardware, software, data management, systems integration, procedures, and business practices for wastewater system information management. The results and recommendations of the assessment will be documented in a Technical Memorandum.

**B. CityWorks/GIS Integration**

City may authorize CONSULTANT to perform various tasks associated with the integration of CityWorks, GIS and other software systems. Tasks may include coordinating software/hardware and recommending needed improvements, upgrades, custom programming, and support of other software to enhance CityWorks Spatial reporting requirements, and develop automated reports, custom reports, and programming in support of regulatory compliance.

**C. CityWorks Reporting Templates**

The City may authorize the CONSULTANT to assist in the development or coordination of various reporting templates and forms for the data and information stored in the City's CityWorks Asset Management Software System. Reporting tools for CityWorks may be implemented to provide the required compliance reporting.

**D. Data Management**

The CONSULTANT may assist the City in data collection, formatting, compilation, review, analysis, and reporting in accordance with the Information Management Plan. The CONSULTANT may work with the City to format and input data into the appropriate information management system to support compliance and better manage the overall wastewater system. The CONSULTANT may assist the City with routine updates of the data and information needs assessment and data management business processes. The CONSULTANT may also assist the City in the acquisition of any additional data identified in data gap analyses and perform routine quality control of the data in the information management systems.

## III. Permitting and Regulatory

**A. TCEQ/EPA Reporting and Documentation**

The Program will identify a significant number of periodic reporting requirements that must be submitted to the EPA. Likewise, TCEQ reporting requirements already in place within the TPDES permitting framework will continue to be necessary. This task implements the recommendations of the Reporting Plan to provide the routine required regulatory reports and correspondence to provide: 1) that the required reports are generated and submitted on time; 2) the various required reports are consistent with one another in terms of the information reported; and 3) that the resources expended to generate these reports is managed to reduce project costs. Potential elements of this task include:

1. Update required monitoring and reporting requirements of the Program and other regulatory reports required by the TCEQ or EPA. Report requirements will be cross-referenced to identify report information needs in one report that may be common to other reports.
2. Development of a tracking system to ensure that required reports are generated on time.

This task will support the regulatory compliance requirements of the program. Over time, other tasks may result in the need to modify the reporting schedule, tracking system, or report templates.

## ADDITIONAL SERVICES

### I. Project Coordination

**A. Public Relations and Outreach**

The CONSULTANT may assist the City in providing information to educate the public about Program goals and objectives through various outreach techniques to gather and maintain public support for the Program and for individual projects. The public information program may be designed to make direct contact, and nurture and maintain positive relationships with those individuals who reside, own businesses, work, and attend school in those areas affected by project construction as well as the community as a whole. The CONSULTANT may assist the City in the development of presentations, newsletters, press releases and other media materials required for the public information and participation program.

**B. Presentation Support**

The CONSULTANT may assist the City in the development of presentation material to communicate Program progress and explain technical and non-technical aspects of the Program to various stakeholder groups.

**C. CIP/O&M Budget Planning**

The CONSULTANT may assist the City in preparing annual Compliance Program budgets including capital improvement and operation and maintenance budgets.

**D. Procurement/Contracts Management**

The CONSULTANT may assist the City in the evaluation of various project delivery alternatives for wastewater system improvements, preparing procurement documents for field services, planning, design, and construction projects associated with the Program.

**E. Program Modifications**

The CONSULTANT may assist the City in identifying changes in the work to be completed under the Program to reduce costs and improve the Program effectiveness. The CONSULTANT may assist in preparing the necessary documentation in support of regulatory reporting requirements and assist when potential Program modifications are requested.

**F. Transition Plan and Training**

The CONSULTANT may provide temporary staff support requested by the City to initiate a variety of regulatory functions. Short term Program assignments may be completed by the CONSULTANT and delivered to the City. Longer term assignments may be initiated with CONSULTANT staff support and transition to City staff. The CONSULTANT may develop a transition plan and provide required training to transition Program functions to City staff.

## II. Condition Assessment

### A. CCTV/Line Cleaning Support

Perform CCTV video review as required to establish condition ratings for designated pipelines and review data in PACP format for each pipeline inspected. Scope of work may only require delivery of PACP CCTV digital data and may also include analysis of the collected data to determine cause of obstructions, condition assessment rating of pipeline, establish preliminary repair methods and estimated costs. CONSULTANT may provide support during the cleaning to facilitate CCTV inspection, debris removal, or to facilitate the annual cleaning goals and schedules established by the City.

### B. Line and Manhole Inspections and Assessment

City may authorize the inspection of each line entering and exiting the manhole. Normally performed in conjunction with manhole inspection, data on each pipe rim to invert distance, size, material, condition, photograph, observed defects, etc. is obtained and documented. City may authorize analysis of this data to establish prioritized remedial measures necessary to restore integrity along with estimated costs. Manhole inspections may be authorized to establish the existing condition and remedial measures necessary to prioritize and rehabilitate these assets. Inspection personnel will use digital cameras during the inspection of all manholes. All photographs will be included in the field inspection database so that a permanent electronic record can be maintained. During the preliminary and final data analysis, these photographs will provide detailed backup information on site conditions, observed defects and condition of the asset to assist in preparing recommended remedial action and estimated costs. The City may authorize the delivery of the manhole inspection data with or without analysis.

### C. Smoke Testing

Smoke Testing may be authorized to locate both public and private sector defects contributing to wet weather inflow, trace sewer connections or identify illicit connections with the storm sewer system. Smoke testing will normally include pubic notification using door hangers and coordination with fire and other city departments. Documentation of the tests will include digital database, photographs, and defect location sketches. City may authorize analysis of collected data to include prioritized remedial measures and estimated costs.

### D. PACP Coding/Training

City may authorize QA/QC of CCTV data including review of PACP codes and/or coding of defects to meet PACP standards. CONSULTANT may be authorized to provide PACP training and certification.

### E. Lift Station Assessment

The City may authorize the CONSULTANT to perform a condition and/or capacity assessment(s) of designated lift stations. The assessment may require specialized staff to evaluate and prioritize structural, electrical, mechanical, instrumentation, site conditions, hydraulics, pump performance, O&M history, SOPs, flow monitoring, etc. and recommend remedial measures to address observed deficiencies and estimated costs.

### F. Force Main/ARV Assessment

The City may authorize the CONSULTANT to undertake an assessment of the lift station force main(s) and ARV. The assessment would include the walking of force mains and documenting

observed depressions, wet soils, leaks, map location of ARV's, ARV condition, prioritized remedial measures and estimated costs.

**G. I/I Prioritization and Reduction**

City may authorize CONSULTANT to prioritize areas of the city for I/I reduction efforts and develop documentation to establish the baseline I/I and subsequent percentage reduction in I/I following remedial measures. This scope may include analysis of flow data or installing flow meters to obtain detailed flow data for I/I prioritization. Analysis may include evaluating the cost effectiveness of transport treatment options, flow equalization, I/I reduction, etc.

## III. Asset Management

**A. Software Upgrades**

The City may authorize the CONSULTANT to assist with the procurement, installation, implementation and training for software upgrades and additions to maintain compliance and improve overall wastewater system management.

**B. CityWorks Data Migration**

Wastewater system data may be developed through any number of different sources and information management systems. The City may authorize the CONSULTANT to migrate system inventory, performance, compliance, condition, risk, operations, and maintenance data from different software systems into the City's CityWorks Asset Management System.

**C. Mobile Solutions**

The City may authorize the CONSULTANT to assist with the implementation and enhancement of mobile technology devices and the migration of data from the mobile field devices into the City's CityWorks Asset Management System. This effort may include the development of custom data input templates for mobile devices and intranet, or Web based solutions for data migration.

**D. Information Systems Integration**

CONSULTANT may be authorized to facilitate integration of various software programs or databases from or to GIS and/or CityWorks. Such integration may include linking data from other software, such as Bentley, CityWorks, etc., for use in generating standardized reports for internal or regulatory compliance. Wastewater system asset inventory, performance, compliance condition assessment, risk assessment, operations, and maintenance, rehabilitation and improvement data may be located in a number of different information management systems. The City may authorize the CONSULTANT to develop protocols, common asset identification system, software, and hardware to integrate various wastewater information management systems within the City's overall Information Technology framework.

**E. CMOM Plan Development and Implementation**

CONSULTANT may be authorized to assist the City in the development and implementation of the CMOM (Capacity, Management, Operations and Maintenance) provisions. Tasks may include development of databases to track required progress, programing support to generate required reporting metrics, software/hardware upgrades, estimating least cost alternatives, training, SOP development, SSORP Plan development, FOG Plan development and updating narrative sections of the CMOM Plan.

**F. FOG Program Support**

CONSULTANT may be authorized to assist the City in the support and/or implementation of the FOG requirements that may include FOG Manual updates, software integration for monitoring and compliance reporting, software/hardware upgrades, inspection staff support, SOP development, training, cost estimating, public relations programs, and program evaluation.

**G. SSORP Program Support**

CONSULTANT may be authorized to assist the City in support and/or implementation of the SSO Response Plan and/or Lift Station Overflow Response Plan requirements. Task may include SSORP Manual updates, development of SOPs, software/hardware upgrades. SSO root cause analysis, CCTV in support of the SSORP, data analysis, training, cost estimating, software integration for monitoring and compliance reporting, Lift Station Overflow Response Plan (LSORP) support and implementation assistance.

**H. SSO Verification and Analysis**

CONSULTANT may be authorized to perform inspections and analysis to verify occurrences of SSOs, establish the probable cause, repair method and estimated costs. Task may also include preparation of SOPs, staff training, software/hardware upgrades, software integration for monitoring and compliance reporting, and support in minimizing SSO occurrences.

**I. GIS Mapping and Database Support**

The City has invested in an enterprise GIS architecture capable of addressing the spatial and asset management needs for all municipal government services. CONSULTANT may aid the City in pursuing a complete, new inventory of their utility infrastructure to be used within the City's GIS for asset management, modeling, and other functions. CONSULTANT may provide updated survey data of existing utilities in GIS format, digitization of project record drawings, updating of the geodatabases based on rehabilitation/replacement associated with this Project, assist in the development of a GIS management/update plan, etc. CONSULTANT may be tasked with evaluation of spatial data for identifying critical infrastructure and problem areas which can be used for prioritizing needs or to aid in reporting Program compliance. Exhibits may be created for public meetings or for communication with City Council or City management.

**J. Asset Risk Analysis and Prioritization**

The CONSULTANT may assist the City in a comprehensive risk of failure analysis and prioritization of its wastewater system assets. This analysis builds on the City's CMOM and condition assessment program to develop Likelihood of Failure, Consequence of Failure, and Risk of Failure analysis and rankings for all wastewater system assets. This analysis can be developed for manholes, pipes, lift stations and treatment facility assets. Using a common scoring approach, the risk results can be compared for assets in different asset groups. This analysis results in a quantitative risk score and ranking for all wastewater assets as the basis for determining the priority and funding requirements for system improvements.

**K. Funding Strategy Development**

The CONSULTANT may assist the City in assessing the funding requirements associated with compliance and the associated capital improvement program. The CONSULTANT may assist the City in evaluating funding options for near term capital improvements and the long-term system rehabilitation needs.

**L. Capital Improvement Planning**

The CONSULTANT may assist the City in prioritizing wastewater system improvements consistent with the requirements of the Program. Wastewater system improvements and rehabilitation needs will be organized into capital improvement projects and programmed into the City's Capital Improvement Program (CIP). The City's Indefinite Delivery Indefinite Quantity (IDIQ) program may be utilized to complete applicable system rehabilitation projects. The CONSULTANT may assist the City in capital improvement planning and ongoing CIP progress reporting and may assist in the preparation of bid specifications for IDIQ contracting and outsourcing.

**M. Long Term Asset Renewal Forecasting**

The CONSULTANT may assist the City in developing a long-term sustainability forecast for wastewater system assets. The long-term sustainability forecast is designed to predict the level of asset repair, rehabilitation or replacement required to maintain the City's standards of customer service and system performance over the coming decades. The long-term sustainability analysis looks at broad categories of assets that have similar useful lives and degradation profiles.

## IV. Remedial Measures

**A. IDIQ Implementation**

The City may authorize CONSULTANT to provide guidance and technical data in support of IDIQ contracts (by others). Data prepared by the CONSULTANT may be used to initiate remedial measures activities under the IDIQ contract(s). This scope of work may require coordination with the IDIQ consulting engineer and preparation of supporting maps, databases, preliminary remedial measures, and cost estimates.

**B. Rehabilitation/Replacement Alternatives Analysis**

Remedial measures analysis may be authorized to provide engineering evaluation of system deficiencies identified during condition assessment and capacity assessment activities. Defects identified during manhole inspection, smoke-testing, CCTV, FOG, etc. may be authorized for further analysis to establish the least cost remedial measure for each asset or additional investigations to establish best repair strategy.

**C. Collection System Rehabilitation or Replacement**

City may authorize CONSULTANT to evaluate mainline sewer rehabilitation alternatives including pipe bursting and cured in place pipe (CIPP) lining. Data from the condition assessment and/or capacity assessment work tasks may be used for preparing detailed remedial measures plans establishing the suitability for pipe bursting and/or CIPP lining of sewers. Provide staff support in contracting rehabilitation efforts including preparation of maps, plans, specifications, attribute database update and inspection if requested. Open cut alternatives may be authorized for detailed analysis to prepare engineering report(s), for use

in preparing design plans, development of specifications, attribute database update and construction inspection if requested. CONSULTANT may be authorized to analyze data collected during manhole inspection and prepare remedial measures plan for manhole rehabilitation. Task may include evaluation of manhole defects, develop prioritized listing of repairs, prepare database of recommended repairs, prepare design plans, maps and specifications for contactor use, construction inspection and asset attribute database update.

**D. Construction Administration/Observation**

The CONSULTANT may provide Construction Administrative and Observation services to assist the City in confirming that construction of a project is carried out in accordance with the requirements of the Contract Documents and the requirements of the City and regulatory agencies, within the project schedule, and with a minimum of disruption to ongoing activities. CONSULTANT will consult with and advise the City and act as its representative during construction. The construction services effort will have the goal of facilitating the construction to enable the work to progress in an efficient and cost-effective manner, while maintaining operations. CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s) (except as otherwise specified in the Contract Documents) or the safety precautions and programs incident to the Work of the Contractor(s). CONSULTANT may also provide a presence on the site through scheduled coordination meetings and inspections to provide quality control and monitoring for conformance with the design intent.

**E. Construction Scheduling**

CONSULTANT may be authorized to assist staff in scheduling the timing of various construction projects to comply with the Program requirements and funding limitations.

## V. Permitting and Regulatory

**A. Regulatory Compliance**

One critical outcome of monitoring and reporting may be the need to respond to new SSOs and other potential non-compliance events. A protocol for evaluating non-compliance may be developed under this task. Such evaluation may include a repeat-SSO analysis and risk assessment to determine the likelihood of failure and appropriate response mechanisms. The CONSULTANT would assist the City with meetings and communications with the EPA and TCEQ on the progress of the Program and other regulatory compliance issues. This task may also include assessment of responses to non-compliance and identification of areas of improvement, as needed. This tool is designed to assist the City with demonstrating that not only are improvements to the management of SSOs being accomplished, but a methodology for continuous improvement to the response mechanism is in place.

**B. Health and Safety**

City may authorize CONSULTANT to assist in preparation of updated health and safety manuals, SOPs, training and support for the health and safety of City staff, residents, and contractors.

## VI. Capacity Assessment

### A. Field Verification

CONSULTANT may be authorized to perform field verification to confirm site conditions, elevations, defect location(s), map update, sizes, materials, lengths, dimensions, etc. to confirm critical data. Field verification of potential capacity constraints may be authorized and may include installation of flow meters, rain gauges, level measurements, etc. to collect data for hydraulic model input, analysis, and report.

### B. Flow and/or Rainfall Monitoring

CONSULTANT may be authorized to install, operate, and maintain temporary and/or permanent flow and/or rainfall monitors at key locations within the City. Task may include analysis of data and preparing report(s) on findings and recommendations. CONSULTANT may be authorized to assist in preparing a permanent flow/rainfall meter network plan with recommendations for meter site locations, equipment, estimated costs and staff training.

### C. Pump Performance Testing

CONSULTANT may be authorized to perform pump performance tests to determine the performance of each pump and combination of pumps and prepare a report(s) on findings that may include comparison with design operating points, recommendations, and estimated cost of improvements. Analysis may be authorized to include force main C factor tests, flow tests, operating pressures, valve O&M, etc. necessary to evaluate lift station pumps.

### D. Gravity Line Capacity Analyses

CONSULTANT may be authorized to perform various levels of capacity analysis depending on subsequent use and level of accuracy requested by the City. Depending on the level of accuracy required, CONSULTANT may use the existing hydraulic model, perform site flow monitoring to gather specific flows or perform simple calculations based on existing system data to determine existing and future capacity. CONSULTANT may prepare a report(s) describing the methodology and assumptions used in preparing the capacity analysis.

### E. SSO Root Cause Analysis

CONSULTANT may be authorized to gather data to establish the root cause for SSOs. Such analysis may include performing CCTV or reviewing cleaning and CCTV data, determining if structural deficiencies, grease, debris, are contributing to the SSO, elevation survey, confirmation of pipe sizes, elopes, etc. and prepare report(s) identifying the probable cause with recommendations and estimated costs if requested.

## VII. General Engineering

### A. Topographic Survey

CONSULTANT may be tasked with providing topographic survey services to determine location and/or elevation data of various City infrastructure or property. CONSULTANT will provide field surveys, as required, including the necessary control points, coordinates, and elevations of points. Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 5, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.

### B. Subsurface Utility Engineering (SUE)

The CONSULTANT may perform engineering services which will result in accurately identifying the location of subsurface utilities that have a high potential for conflicts with the proposed improvements, and for acquiring and managing that level of information during the development of the project. These services shall conform to standards and guidelines as described in FHWA and ASCE Subsurface Utility Engineering publications. The final work shall be completed such that all known utilities with potential conflicts are graphically depicted in both a digital and hard copy/plan sheet format. For the purpose of this agreement, “locate” means to obtain precise horizontal and vertical position of the utility line by excavating a test hole. The test holes shall be done using vacuum excavation or comparable nondestructive equipment in a manner as to cause no damage to the utility line. After excavating a test hole, the CONSULTANT shall perform a field survey to determine the exact location and position of the utility line.

### C. Planning & Integrated Planning Support

The City is considering how best to incorporate the principles of Integrated Planning into the Program. This task assumes that at least some elements of integrated planning may be developed by the City for compliance. The task may include a review of the City's permitting requirements and management program in order to identify potential integration issues with the Program.

### D. Infrastructure Design - Plans & Specifications

CONSULTANT may study, verify, and implement recommendations including construction sequencing, connections to the existing facilities, and restoration of property and incorporate these recommendations into a set of construction plans. Development of the construction sequencing will be coordinated with the City and CONSULTANT staff. Prepare a set of the construction bid and contract documents (electronic and full-size hard copies using City Standards as applicable), including contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirement, and preparation of other contract and bid related items; specifications and drawings to fix and describe, for bid, the size and character of the entire project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis.

**E. City Standard Specifications and Details**

CONSULTANT may support City staff by providing review of documents prepared by others and/or recommendations for modifications to the documents. One goal may be to ensure all specifications and details conform to the various agency requirements and that they provide the guidance necessary for long-term compliance.

**F. Value Engineering**

CONSULTANT may be tasked with studying a project's functional relationships and cost of the project elements, identify and evaluate potential alternative concepts, and develop conceptual- level cost estimates for the "best-few" alternatives considered worthy of consideration for project value improvement. It is expected that the City's focus on sustainability will be reflected in the recommendations. CONSULTANT may recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the City.

## VIII. FEE FOR BASIC AND ADDITIONAL SERVICES

This project amendment has a budget cap of $2,193,720. For services authorized by the Managing Director of Utilities and Public Works, the City will pay the CONSULTANT a not to exceed fee per the negotiated cost for those work tasks requested. The negotiated fee will be based on agreed to hourly rates, equipment charges, unit prices and/or lump sum costs provided in each task Fee Schedule. CONSULTANT rates for FY 2023 are summarized in Attachment B. These rates may be negotiated annually. The Director of Utilities and Public Works representative is responsible for assigning tasks to the CONSULTANT and approving monthly invoices. A summary of project tasks and committed funds are summarized in Attachment C.

## VIX. TERM

The Contract Amendment is renewed for a period of one (1) year pursuant to the same terms and conditions, as amended herein, with a new Contract expiration date of December 31, 2023.

**Contract Renewal**. Prior to the end of the Contract Term, the Contract may be amended and renewed for up to three additional years. Renewal is conditional upon satisfactory compliance with the terms of this Contract as determined by the City of Tyler.

# Attachment A - Scope of Services Task Description Summary

| Basic Services Code | Task Description | Work Order Item |
|---|---|---|
| 1 | Action Plan | I.A. |
| 2 | Program Coordination | I.B. |
| 3 | QA/QC - Advisory | I.C. |
| 4 | Project Scheduling | I.D. |
| 5 | Cost Estimating | I.E. |
| 6 | Information System Assessment | II.A |
| 7 | CityWorks/GIS Integration | II.B. |
| 8 | CityWorks Custom Programming | II.B. |
| 9 | CityWorks Reporting Templates | II.C. |
| 10 | Data Management | II.D. |
| 11 | TCEQ/EPA Reporting and Documentation | III.A |
| **Additional Services Code** | **Task Description** | **Work Order Item** |
| 12 | Public Relations and Outreach | I.A. |
| 13 | Presentation Support | I.B. |
| 14 | CIP/O&M Budget Planning | I.C. |
| 15 | Procurement/Contracts Management | I.D. |
| 16 | Program Modifications | I.E. |
| 17 | Transition Planning and Training | I.F. |
| 18 | CCTV & Line Cleaning Support | II.A. |
| 19 | Line & Manhole Inspections and Assessment | II.B. |
| 20 | Smoke Testing | II.C. |
| 21 | PACP Coding/Training | II.D. |
| 22 | Lift Station Assessment | II.E. |
| 23 | Force Main/ARV Assessment | II.F. |
| 24 | I/I Prioritization and Reduction | II.G |
| 25 | Software Upgrades | III.A |
| 26 | CityWorks Data Migration | III.B. |
| 27 | Mobile Solutions | III.C. |
| 28 | Information Systems Integration | III.D. |
| 29 | CMOM Development and Implementation | III.E. |
| 30 | FOG Program Support | III.F. |
| 31 | SSORP Program Support | III.G. |
| 32 | SSO Verfication and Analysis | III.H. |
| 33 | GIS Mapping and Database Support | III.I. |
| 34 | Asset Risk Analysis and Prioritization | III.J. |
| 35 | Funding Strategy Development | III.K. |
| 36 | Capital Improvement Planning | III.L. |
| 37 | Long Term Asset Renewal Forecasting | III.M. |
| 38 | IDIQ Implementation | IV.A. |
| 39 | Rehab/Replacement Alternatives Analysis | IV.B. |
| 40 | Collection System Rehabilitation/Replacement | IV.C. |
| 41 | Construction Administration/Observation | IV.D. |
| 42 | Construction Scheduling | IV.E. |
| 43 | Regulatory Compliance | V.A. |
| 44 | Health & Safety | V.B. |
| 45 | Field Verification | VI.A. |
| 46 | Flow and/or Rainfall Monitoring | VI.B. |
| 47 | Pump Performance Tests | VI.C. |
| 48 | Gravity Line Capacity Analyses | VI.D. |
| 49 | SSO Root Cause Analysis | Vi.E. |
| 50 | Topographic Survey | VII.A. |
| 51 | Subsurface Utility Engineering (SUE) | VII.B. |
| 52 | Planning & Integrated Planning Support | VII.C. |
| 53 | Infrastructure Design - Plans and Specifications | VII.D. |
| 54 | City Standard Specifications and Details | VII.E. |
| 55 | Value Engineering | VII.F. |

**CONTRACT MANAGER**

The Director of Utilities, or designee, will be the Project Manager and will be the primary City contact person during performance of this work. The Project Manager may be changed at the City's sole discretion by notifying Pipeline Analysis LLC of the change through email or written notification (see below). All correspondence or inquiries should be addressed to the Project Manager.

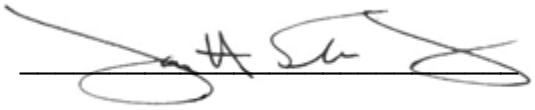
This work will be coordinated by:

Kate Dietz, P.E.
Tyler Water Utilities
Director of Utilities
Office: 903-531-1234

**APPROVALS**

The undersigned have reviewed and approved this amendment and authorizes Pipeline Analysis LLC, through this Notice to Proceed, to perform the work as requested:

Authorized by:
Pipeline Analysis LLC:
1115 Main Street
Garland, Texas 75040
800-637-0164
jforbes@pipelineanalysis.com



February 20, 2023 (Date)

James H. Forbes, Jr., P.E. – President
TBPE Firm No. F-6538

Authorized by:
City of Tyler

_____ _____ (Date)

Edward Broussard, City Manager
212 N Bonner Ave, Tyler, TX 75702
(903) 531-1250

## Attachment B

## FY2023 Rates

This section defines the rates for compensation for services that may be included as part of this project. Pipeline Analysis LLC will not begin work without specific approval of the scope and fee. Fees for Services associated with each task are an allowance with a not to exceed maximum fee. The task fee may be lump sum, time and materials, unit price or a combination. Monthly billings will provide the backup quantities completed, time records, materials, and direct costs in support of the billing. The hourly rates may be adjusted annually with City approval.

# Pipeline Analysis LLC

| Fully Burdoned Hourly Rates | |
|---|---|
| Principal | $240 |
| Sr. Project Engineer | $215 |
| Project Engineer | $199 |
| Sr. Field Operations Manager | $215 |
| Field Operations Manager | $133 |
| Crew Leader | $75 |
| Technician | $55 |
| GIS Technician | $116 |
| General Labor/Clerical | $50 |
| Expense Multiplier | 1.05 |

# Attachment C
# 2023 Funding Commitments

| Item | Contract Service Code | Task Description | Detail | Amendment 1 |
|---|---|---|---|---|
| 1 | 48 | Task VI - Capacity Assessment | Hydraulic Modeling Requests | $ 25,000.00 |
| 2 | 19 | Task II.C Condition Assessment B. Line and Manhole Inspections and Assessment | Manhole Remedial Measures | $ 72,964.00 |
| 3 | 11 | Task III.B Permitting and Regulatory A. TCEQ/EPA Reporting and Documentation | Overall Program Management/Reporting | $ 505,800.00 |
| 4 | 20 | Task II -Condition Assessment C. Smoke Testing | Smoke Test /Report (Basins 2,7,10,11,12,16,19,21 and U1/U2) Report for Basin 14 and 18. | $ 900,512.00 |
| 5 | 18 | Task II -Condition Assessment A. CCTV/Line Cleaning Support | Group 6 CCTV (Basins 6,14 and 19) Group 7 (Basins 1, 2, 3, 5 and 20) | $ 433,814.00 |
| 6 | 23 | Task II -Condition Assessment F. Force Main/ARV Assessment | Force Main Assessment | $ 105,630.00 |
| 7 | TBD | Unspecified Contingency Work Tasks | To Be Determined | $ 150,000.00 |
| | | | | $ 2,193,720.00 |

*Note: Attachment D details the scope of services and fee for each item above.*

# Attachment D
# Work Tasks

## Item 1
## Task VI - Capacity Assessment (Service Code 48)

SCOPE OF WORK

ADDITIONAL SERVICES:

General Engineering

The Engineer will perform the following:

- Attend meetings or correspond with TWU staff to discuss the scenarios to be evaluated and understand task objectives.
- Using the TWU wastewater hydraulic model, run requested scenarios and evaluate modeling results.
- Provide additional technical support as requested by TWU.

DELIVERABLES

Modeling results summary, Technical Memorandum or Final Report as requested by the TWU.

SCHEDULE

The schedule for this work task will be based on the needs of TWU and the complexity of the request. Anticipated project schedules are expected to range from a few days to a few months.

FEE

The services will be provided on a AS REQUESTED BY TWU Time and Materials (T&M) basis. Multiple requests are anticipated, and the funds allocated are expected to cover such future requests. The NOT TO EXCEED allocated amount for this work task is $25,000, as shown below. The Engineer shall not incur cost in excess of this Not-To-Exceed amount without prior written authorization.

**Pipeline Analysis LLC**
**Manhour and Fee Analysis**
**Hydraulic Modeling Support**

| Pipeline Analysis LLC | Principal | | Project Manager | | Totals | | Expenses | Total |
|---|---|---|---|---|---|---|---|---|
| | $ 240.00 | | $ 215.00 | | | | | |
| Task Description | Hrs. | Sub-total | Hrs. | Sub-total | Total Hrs. | Total | | |
| Hydraulic Modeling Tasks | | | | | | | | |
| Task 1 - Project Management | 8 | $ 1,920.00 | 100 | $ 21,500.00 | 108 | $ 23,420.00 | $ 1,580.00 | $ 25,000.00 |
| Sub - Total Not To Exceed | 8 | $ 1,920.00 | 100 | $ 21,500.00 | 108 | $ 23,420.00 | $ 1,580.00 | $ 25,000.00 |

# Item 2
# Task II. Condition Assessment
# B. Line and Manhole Inspections and Assessment (Service Code 19)
# Manhole Remedial Measures

## SCOPE OF WORK

### TASK 100 – Administration

Review all relevant existing materials, previous reports, etc. developed for or by the Tyler Water Utilities (TWU) concerning this project, including, but not limited to, the following:

1. Previous inspections for the items to be investigated
2. Sewer maps including new asset ID listing from TWU
3. Problem manhole list will be maintained to identify when inspection is possible after access by others is completed.
4. Requests by TWU staff and/or Consent Decree consultants or contractors may trigger a request for field verification, reinspection, or flow connectivity verification.

### TASK 200 –Manhole Inspection Condition Assessment

Inspection personnel will use digital cameras during the inspection of all manholes. All photographs will be included in the field inspection database so that a permanent electronic record of the manhole condition can be maintained. All photograph files will be named such that the manhole or cleanout ID is included in the file name. This allows the digital photographs to be linked to the proper asset in GIS or by searching the digital library a specific manhole photograph can be easily located for review. During the data analysis, these photographs will provide detailed backup information on site conditions, observed defects and condition of the asset.

During inspection, each of the following types of information will be obtained and or updated to establish the manhole condition and provide input into the remediation decision process for manholes:

a. Service Area Designation
b. Manhole/Cleanout ID
c. Inspection Status
d. Address to gain entry/access
e. Surface cover, grade, type of cover (paved, yard, etc.)
f. Material of construction – brick, concrete, etc.
g. Area and Internal photo of manhole
h. All incoming and outgoing pipe depths from rim to invert
i. All incoming and outgoing pipe digital photographs
j. All incoming and outgoing pipe diameters and material of construction
k. Outgoing pipe length and ID

l. Debris depth at each incoming and outgoing pipe

m. Defects – Active, Evidence or No Infiltration/Inflow with digital photographs

n. Field corrections to collection system map

Where manholes are buried under asphalt or concrete and will require grade adjustments, a list will be developed and provided to the Utility project representative who will coordinate exposing and raising those manholes for inspection. Manholes made accessible will be re-inspected under this work task.

### TASK 300- Administration and Project Management

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed and milestones for the completion of each task will be assigned. Management work items include:

1. Field crew supervision and project planning
2. Prepare monthly billings

Major system deficiencies that are identified during the field inspections that if corrected would result in significant reduction in I/I or is deemed to be of a safety concern will be recorded and forwarded as soon as possible to the designated project representative.

### TASK 400- Manhole Condition Assessment

The data gathered during manhole inspections will undergo analysis to update existing data or establish a new condition rating for the manholes based on the condition. Condition assessment data collection will include the following:

1. All collected data from manhole inspection will be integrated into the project analysis spreadsheet(s) for inclusion into the deliverables.
2. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations. For example, “area photos” are taken of each manhole in the direction of the outgoing pipe. This photograph not only shows the location of the manhole but also provide data on the line cover and easement conditions.
3. System condition assessment data will be presented in tables that will be incorporated by TWU for the EPA Annual Report.
4. The condition assessment data will be provided for inclusion in the annual EPA report.

### TASK 500- Closed Circuit Television (CCTV) Data Review and Analysis

CCTV data continues to be reviewed under separate work task. Where new manholes are identified by the CCTV crews, then Pipeline Analysis will schedule inspection of the manhole if accessible or ensure the manhole is on the problem list to gain access.

### TASK 600- Remedial Measure Analysis and Estimated Costs

Data will be analyzed and compiled where needed into the remedial measures plan. The recommendations will be summarized in tables that will be included in the Task 700 deliverable. Rehabilitation recommendations (remedial

measures) will consider the best repair for the particular asset being rehabilitated. A long-term least-cost solution may have an initial higher cost but provide a higher level of service and lower operating and maintenance cost.

Task 700 – Reporting for Annual Report and Remedial Measures Plan

Prepare manhole inspection summary data where appropriate for inclusion in the EPA Annual Report prepared by TWU. The condition ratings will be assigned to each asset inspected. Pipeline Analysis will provide electronic data for use by TWU in compiling the Annual Report. Applicable data will be incorporated into the next Condition Assessment and Remedial Measures Plan.

Task 800 – Miscellaneous Inspections

Various field inspections and re-inspections may be required to confirm asset locations for remedial measures work, confirm mapping, confirm asset repairs, warrantee inspection, and other requests by TWU.

SCHEDULE

The ENGINEER'S services shall be performed in a timely manner consistent with sound professional practices. It is anticipated that this task will remain open until final CCTV inspection and problem manhole list is completed.

QUANTITIES OF WORK

As Requested.

FEE

The services will be provided on a unit price basis for manhole inspection and Time and Materials for data analysis and project management. The NOT TO EXCEED allocated amount for this work task is $72,964 as shown below. The Engineer shall not incur cost in excess of this Not-To-Exceed amount without prior written authorization.

**Manhole Inspections**
**Time and Materials**

| Item | Pipeline Analysis LLC<br>Description | Project Engineer<br>$ 199.00<br>Hrs. | <br><br>Sub-total | Field Operations Mgr<br>$ 133.00<br>Hrs. | <br><br>Sub-total | Field Supervisor<br>$ 75.00<br>Hrs. | <br><br>Sub-total | Expenses<br><br>Sub-total | Totals<br><br>Total Hrs. | <br><br>Total Fee |
|---|---|---|---|---|---|---|---|---|---|---|
| A | Repair Asset ID from CCTV Inspections | 8.00 | $ 1,592 | 20 | $ 2,660 | 0 | $ - | $ - | 28.00 | $ 4,252.00 |
| B | Prepare field packages for reinspections | 20.00 | $ 3,980 | 60 | $ 7,980 | 40 | $ 3,000.00 | $ 500.00 | 120.00 | $ 15,460.00 |
| C | Resolve CityWorks connectivity | 8.00 | $ 1,592 | 20 | $ 2,660.00 | 0 | $ - | $ - | 28.00 | $ 4,252.00 |
| Sub-total | | 36 | $ 7,164 | 100 | $ 13,300 | 40 | $ 3,000 | $ 500.00 | 176.0 | $ 23,964.00 |

Unit Price

| Item | Description | Total | Unit Price | Total |
|---|---|---|---|---|
| 1 | Manhole Inspection - Street | 300 | $115.00 | $ 34,500.00 |
| 2 | Manhole Inspection - Easement | 100 | $145.00 | $ 14,500.00 |
| 3 | Project Mgmt. Items A, B and C | T&M | T&M | $ 23,964.00 |
| | Total Not To Exceed | | | $ 72,964.00 |

# Item 3
# Task III. Permitting and Regulatory
# A. TCEQ/EPA Reporting and Documentation (Service Code 11)
# Overall Program Management/Reporting

## PURPOSE

The intent of this program management task is to assist City staff in managing the consent decree. This includes managing multiple projects related to consent decree compliance. Duties include overseeing the fiscal integrity of the program, coordinate the various consulting engineers and contractors working on the program, prepare draft and final annual reports for TCEQ and EPA submittal, and prepare monthly status reports for city management staff and city council.

Pipeline Analysis LLC will perform various tasks described in the Scope of Work. Pipeline Analysis LLC will not perform any design services associated with consent decree compliance. Pipeline Analysis may request data and assistance in gathering historical data from various consulting engineers to perform specific program management duties. Such assistance by design consultants will not create any conflict of interest nor exclude the design consultant from future design consideration.

## SCOPE OF WORK

### TASK 100 DATA ACQUISITION AND REVIEW

Review all relevant existing materials, previous reports, etc. developed for or by TWU. Utilizing the TWU TEAMS site, file folders will be created to facilitate the delivery and exchange of data. Pipeline Analysis and TWU will determine access rights to various folders.

*To Be Provided by TWU:*

1. Copy of current consent decree contracts and budgets. TWU will provide executed contracts with consulting engineers and/or contractors associated with the consent decree. Any contractors working directly on the consent decree and contracted directly with TWU will be listed along with contract and description of services (may include emergency repairs, problem manholes, private lateral repair plumbers, clean and CCTV, etc.)
2. Access to interview TWU personnel. TWU will provide staff as needed to provide information on consent decree related programs. It is anticipated that such interviews will be by telephone, TEAMS virtual meeting or in person depending on the nature of the information request. Pipeline Analysis will attempt to minimize the staff time needed for such discussions.
3. Electronic SSO data. TWU staff will upload each SSO report to the Consent Decree TEAMS site SSO folder for review by Pipeline Analysis staff.
4. Provide existing project milestones and schedules for existing Construction and Design Projects.
5. Monthly Construction Invoices & Status Updates will be provided and updated to the TEAMS site for review by Pipeline Analysis.

6. Department Budgets and existing Key Performance Indicators associated with the consent decree
7. GIS files.
8. CityWorks access.
9. Documents and information required to prepare the Annual report. These items are included under Task 300: Responsibilities of TWU and reviewed by the program manager.

## TASK 200 RESPONSIBILITIES OF THE PROGRAM MANAGER

The program management team may be requested to perform the below tasks to provide the City of Tyler support in the implementation of the requirements of the Consent Decree. Performance of these tasks will require the coordination with City of Tyler staff, the design teams, TCEQ/EPA, and construction contractors. The following summarizes the possible tasks that may be provided under this work task:

1) Develop Program Management Plan
   Pipeline Analysis will prepare a Program Management Plan. The plan will serve as guidelines to team members involved in the execution of the tasks required to complete the Consent Decree. The plan will include the below items.
   a) Communications Plan: The communications plan describes the key team members and roles, points of contact and responsibilities. The plan will also include their contact information and list the information they will provide throughout the program. Information recipient list will be developed. Information and program status will be provided through email, online, and presentations to staff and council if requested. Additional items that will be developed for the communication plan are listed below.
      I. Online reports, dashboard format development and access recommendations
      II. Key Performance Indicators (KPIs) will be developed based on stakeholder input. Critical KPIs will be included in the online reports and dashboard.
      III. Attend meeting and provide presentations to staff and council if requested.
   b) Risk Management Plan: Program risks will be identified and analyzed to create a probability/impact matrix. Risk identification will rely on stakeholder input. Risk mitigation strategies will be developed for items with high probability and high impact. The plan will be reviewed and revised periodically throughout the implementation of the program. This may include the addition or removal of identified risks.
2) Develop Milestone Tracking Guidelines
   Develop the use of milestone tracking guidelines to standardize milestones and recommended deliverables to manage projects and determine progress, which will aid in the overall success of the Program.
3) Develop and Maintain Program Schedule
   An overall program schedule will be developed which will include the known projects and Consent Decree milestones. The schedule will be updated with information provided by program consultants and contractors throughout the program. The schedule will be updated in the monthly report.
4) Monitor Program Budget
   Budget will be updated with information provided by program consultants and contractors. The current budget will be provided in the monthly report and updated.

5) KPIs identified in the Communications Plan will be used to develop reports. These reports will present a high-level overview of the status of the program in tabular and graphical format. The main purpose of the reports and dashboards (maintained by TWU) are to quickly provide a general status and details of key program components.
6) Generate Monthly Reports
    a) Monthly
        i) Prepare a standard written monthly program progress update that presents a summary of all existing, completed, and proposed projects, known or anticipated delays and mitigation efforts, contract status and schedules.
        ii) Updated current program schedule
        iii) Updated current program budget
    b) Interim status reports requested by staff and council. Interim status reports will be provided upon request and may include items not typically part of the monthly reports.
7) Monitor Repair/Replace/Renewal Projects

    The status, progress and budget will be monitored. This will ensure that the goals of the Consent Decree will be met. This will include the below tasks:
    a) Monitor progress of design projects through schedule, budget, and scope updates from consultants
    b) Monitor progress of construction projects through schedule, budget, and scope updates from contractors
    c) Assist with project scope changes. Scope proposed by program consultants and contractors will be reviewed for alignment with Consent Decree goals. Recommendations will be provided.
    d) Review design project scope for inclusiveness of necessary assets. Proposed scopes provided by program consultants and contractors will be reviewed to ensure the appropriate assets are included and the scope tasks are aligned with Consent Decree requirements.
    e) Coordinate with project stakeholders for the transfer of information between connected program activities. The communication will be performed following the Communication Plan.
8) Manage Condition Assessment Projects

    The work of the condition assessment consultants and contractors will be managed. This includes the development of the scope of work and review of work for completion and quality. Status, progress, and budget will be monitored. Additional tasks are below:
    a) CCTV and cleaning Contract Management (Primarily Pipeline Analysis with Halff Associates providing local support to contractor)
        i) Create CCTV and cleaning inspection scope
        ii) Monitor Inspections progress
        iii) Manage CCTV and cleaning invoicing
    b) Monitor manhole inspections progress
    c) Manage manhole inspection invoicing
    d) Reconcile inspection work with Consent Decree requirements
        i) Determine reasons the pipes weren't inspected
        ii) Develop a plan to inspect the pipes
        iii) Determine reasons the manholes weren't inspected
        iv) Develop a plan to inspect the manhole

9) Monitor each consultant and contractor for change orders, schedule delays, etc. and implement the risk management plan to implement corrective remedial measures to minimize negative schedule and cost impacts.
10) Provide coordination between projects that are dependent on each other for scheduling, such as street overlay and other utility improvements to minimize impact on residents and duplication of work effort.
11) Review In-house programs (SSORP, Cleaning, Root Control, Street projects and FOG) to provide recommendations for effective and efficient coordination with consent decree projects.
12) Review street repair projects to determine if asset condition codes should be revised to schedule repairs prior to street improvements.
13) Manage the main program documentation
    a) Update and retain backups of program documentation. Backup program documentation will be compiled and submitted to TWU on an annual basis and coincide with delivery of the annual report.
14) Review Program processes for possible improvements to efficiency or quality. Processes improvements will be provided upon discovery of more efficient method. Program constants and contractors will routinely be solicited for feedback and process improvements.
15) Prepare joint Pipeline Analysis and TWU Annual TCEQ/EPA Report for submittal by TWU.
16) Provide on-site assistance to evaluate residential, city staff, engineer, contractor requests, etc. Types of anticipated requests may include investigate poor street patch from sewer repair, inspect manhole condition, resolve mapping discrepancies, etc. Depending on the request and findings, Pipeline Analysis and/or Halff may forward information to the appropriate design consultant to resolve under existing contracts or notify the appropriate City department to address. Pipeline Analysis intends to utilize Halff Associates Inc. to perform and resolve these requests for services. Such services may include development of Indefinite Delivery/Indefinite Quantity contracts for TWU consideration to facilitate corrective work.
17) Pipeline Analysis will perform QA/QC on the group remedial measures projects. The final project walk thru inspection will be scheduled with the appropriate consultant and contractor to address punch list items and any concerns regarding quality of work, materials, etc. The start of any warrantee period will be established upon final acceptance. It is expected that each design engineer will be responsible for their own QA/QC, maintain contractor punch list documentation and resolve any project issues prior to closing the project. The one-year warrantee inspections will be performed under a separate work task.
18) Construction Cost Estimating for detailed design will be gathered from the design consultant(s) and compiled for forecasting, planning, and budgeting future consent decree related work.
19) Construction Inspection will be performed by the design consultant and not Pipeline Analysis. Pipeline Analysis may be requested to review and comment on work in progress only if requested by TWU.
20) Solicitation of proposals or bids will be by TWU and/or the design consultant on behalf of TWU. Pipeline Analysis will not prepare proposals or bids under this work task, but may review and comment on proposals, specifications and bids if requested by TWU.
21) TWU High Priority Requests - Review available data, photographs, texts, CityWorks work orders, emails, ITPipes CCTV, site visit, and citizen needs; visit with Service Center and Engineering to gather details about problem or issue. Establish possible solutions, prioritize work, and prepare technical memorandum with recommendations. Work with Engineering to minimize/eliminate duplication of efforts. This task will be primarily a Halff work task. Any design, bidding and construction will be assigned by TWU outside this work task and contract.

22) Allowance for Information Requests – An allowance for miscellaneous requests for consultants, contractors, etc. to provide additional information or data outside their specific scope of services.
23) Utility right of way clearing and access issues for contractors will be managed locally by Halff Associates. This task will include contract management, inspection, recommendations with budgets and schedules for follow-up right of way maintenance.
24) Pipeline Analysis will assist TWU in preparation and review of Indefinite Delivery and Indefinite Quantity (IDIQ) type contracts for work associated with the consent decree. Anticipated IDIQ contracts may include such work tasks as manhole related repairs/adjustments, private sector repairs, point repairs, emergency repairs, and right of way clearing.

TASK 300 RESPONSIBILITIES OF TWU AND PIPELINE ANALYSIS

1) TWU will perform review and approval of design consultants and contractors' invoices. It is anticipated that this work to be managed by Tiffany Curie, P.E. Pipeline Analysis will review and recommend payment of CCTV invoices.
2) TWU will manage and update the consent decree status dashboard. Pipeline Analysis will review and comment on the contents and accessibility
3) TWU will manage and post to the TWU website the consent decree deliverables as required. Pipeline Analysis will review and comment on the contents.
4) TWU will negotiate contracts with consultants and contractors. Pipeline Analysis will provide review and comment if requested.
5) TWU will provide the following data to Pipeline Analysis for inclusion in the Annual Report. Annual Reports are due March 1st each year. Pipeline Analysis will be responsible for compiling the Annual Report with information provided from multiple sources. The anticipated primary person(s) responsible for providing data for the Annual Report development are shown:

    A. CMOM Program Update - TWU staff will provide data to Pipeline Analysis for review and use in preparing the Annual CMOM Program Update. Pipeline Analysis will prepare a written request for information as needed.
    B. Trend Analysis will be performed using TWU data and GIS files provided by TWU. Pipeline Analysis will review and prepare the analysis for review and approval by TWU.
    C. Quarterly Reports Summary Spreadsheet - Pipeline Analysis will coordinate with TWU to review and comment on Quarterly Reports. TWU will be responsible for compiling and submitting Quarterly Reports to TCEQ/EPA. Following is a summary of responsibilities associated with the Quarterly Reporting:

        (i) Quarterly Reports – due 30 January, 30 April, 30 July, and 30 October (30 days after quarter end)
        (ii) Copies of the SSO documentation (TCEQ Forms 501 and/or Form 20756) are to be emailed to Pipeline Analysis and TWU as they are submitted by the Service Center. Pipeline Analysis will review and comment on submitted forms and meet with Service Center staff to discuss SSO documentation if necessary to standardize documentation.
        (iii) TWU will run a CityWorks report monthly to reconcile SSOs as documented by CityWorks work orders to what she has been copied on and pursue whatever is missing.

(iv) Pipeline Analysis to perform QA/QC on submittals to identify issues during the compilation of the monthly report that is generated utilizing CityWorks.

(v) The report will be forwarded to Pipeline Analysis after TWU reviews for completeness, logical reporting information, and pursues needed information from the Service Center. Pipeline Analysis will assist TWU as needed to facilitate timely submittal of information from other departments.

(vi) Pipeline Analysis will review and perform an audit as needed for final review checking for completeness.

(vii) TWU will update the potential penalty tracking spreadsheet and forward a copy to Pipeline Analysis.

(viii) Prepare for submission.

1. Quarterly Report (three copies) will be assembled by Pipeline Analysis, for signature by Kate Dietz. The scanned Quarterly Report will be placed on a flash drive that will accompany each hard copy report to TCEQ and EPA.
2. Pipeline Analysis will forward completed scanned Quarterly Report to TWU to post on the consent decree deliverables website. Pipeline Analysis will confirm documents are successfully uploaded to consent decree web site.
3. TWUwill track and document the delivery of reports to TCEQ/EPA and maintain electronic confirmation of deliveries. Pipeline Analysis will audit confirmation of deliverables.

(ix) Pipeline Analysis will prepare draft requests for TWU to reach out to the EPA via email, etc., to confirm documents under review but where TWU has not received review comments or approvals.

D. Training Program – Pipeline Analysis will obtain training program summary information from TWU and prepare a summary for the Annual Report.

E. SSO Reporting to TCEQ/EPA is organized by TWU staff. Pipeline Analysis will review and comment on the SSO reports. TWU will be responsible for compiling and submitting SSO Reports to TCEQ/EPA.

F. System-wide Routine Cleaning Program - Data is provided by TWU and cleaning contractor(s) with mapping support from TWU. Pipeline Analysis will review and comment on the routine cleaning program.

G. High Frequency Cleaning List - TWU maintains the list, with mapping support from TWUl. Pipeline Analysis will review the high frequency cleaning list, review TWU procedures, and recommend program revisions if necessary.

H. Root Control Program - TWU will provide documentation on the root control program.

I. Condition Assessment Activities Summary - Pipeline Analysis is the primary source for condition assessment activities. Data will be provided to TWU for inclusion in the TWU GIS mapping for development of maps for submittal in the annual report. Pipeline Analysis will prepare the Annual Condition Remedial Measures Report due July 1 each year. Pipeline Analysis will provide:

- High frequency cleaning recommendations will be provided to TWU and Service Center for TWU to add to the Service Center schedule
- Root control lines to TWU and Service Center to add to Service Center schedule. Coordinate the need with TWU to put in place a regular root removal .

- Review and compile the Condition Remedial Measures Report for submittal
- Prepare three copies of report with transmittal cover letter for the Director of Utilities to execute. Scan the executed transmittal letter and include on the hard drive provided by Pipeline Analysis. TWU oversees sending copy to the TCEQ and EPA.
- Pipeline Analysis to forward Condition Remedial Measures Report to TWU to post onto the consent decree website. Pipeline Analysis to confirm documents uploaded to web site. TWU tracks and documents the delivery to TCEQ and EPA. Pipeline Analysis will monitor the status of submittals.

J. FOG Enforcement Program - TWU will provide data on number of FSEs, number of inspections, revisions to the program and overall program status. Pipeline Analysis will review and comment on program status and determine if any changes in the CMOM Plan related to FOG is necessary. Pipeline Analysis to prepare narrative for inclusion in the Annual Report.

K. Completion of Capacity Remedial Measures - Pipeline Analysis will provide summary data from design consultants for TWU map preparation by TWU.

L. Completion of Condition Remedial Measures - Pipeline Analysis will provide summary data from CityWorks for TWU map preparation by TWU. Pipeline Analysis will reconcile the report submittals periodically with work completed based on design engineer's status reports. Any revised remedial measures from what was submitted to TCEQ/EPA will be presented in the Annual Report.

M. Completion of Lift Station Remedial Measures - TWU will provide status of the lift station, force main and ARV remedial measures to ensure the recommendations in the Lift Station, FM/ARV condition assessment and remedial measures plan have been completed. Pipeline Analysis will review and comment on the program and make recommendations if necessary and monitor the program in CMOM.

N. Notice of Identifying Constructed SSO Locations - Although included in the consent decree, none have been identified to date and none are anticipated.

O. The Annual Report will be compiled by Pipeline Analysis (three copies) with transmittal letter to be signed by the Director of Utilities. A scan of the Annual Report will be included on a flash drive accompanying each hard copy report (provided by Pipeline Analysis). TWU oversees sending copies to the TCEQ and EPA. Pipeline Analysis will forward completed Annual Report to post on the consent decree website. Pipeline Analysis will confirm documents are successfully uploaded to the TWU web site. TWU will track and confirm the delivery of documents to TCEQ and EPA.

P. SSOs will be CCTV'd after each occurrence to determine root cause according to Section 2.6 of the SSORP. TWU will oversee this work. Pipeline Analysis will prepare or amend a SOP for this work. Video of post SSO CCTV will be sent to Pipeline Analysis for review and determination of root cause and remedial measures needed to resolve. Each post SSO root cause analysis will be tracked by Pipeline Analysis and submitted to TWU with action plan. TWU will be responsible for any follow-up work and/or approval of the Pipeline Analysis remedial measures. It is anticipated that any remedial measures will be assigned to 1) existing engineers/contractors working with TWU, or 2) performed in-house by TWU crews.

## SCHEDULE

The ENGINEER'S services shall be on an annual renewal basis and performed in a timely manner consistent with sound professional practices.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the Utility and approval by authorities having jurisdiction over the PROJECT and shall not be allowed as cause for delay or adjustments to the schedule. Delays caused by review times by the Utility or TCEQ/EPA exceeding those anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ENGINEER shall begin work immediately upon receipt of the Notice to Proceed.

## FEE

The services under this work task will be provided on a Time and Materials (T&M) basis. The NOT TO EXCEED allocated amount for this work task is $505,800, as shown in ATTACHMENT A. The Engineer shall not incur cost more than the Total Not-To-Exceed amount without prior written authorization from TWU. Some tasks may require a higher level of effort while others may not be required. The fee estimate for any particular task may exceed the estimated hours, but the total work cost shall not be exceeded without an amendment to this work task and notice to proceed. The monthly billing will include backup hours and expenses by employee name and labor category. Current Pipeline Analysis, LLC labor hours and expense multiplier are presented in ATTACHMENT B.

Attachment A
Pipeline Analysis Professional Fee Schedule

**Manhour and Fee Analysis**
**Consent Decree Program Management**

| Task Description | Estimated Hours | Total | PA Contract | Halff Contract |
|---|---|---|---|---|
| Task 100 - Project Data Acquisition/Review | 85 | $ 18,233.50 | $ 18,233.50 | |
| Task 200 Responsibilities of the Program Manager | 1300 | $ 282,511.00 | $ 282,511.00 | |
| Task 300 Responsibilities of TWU and Pipeline Analysis | 85 | $ 18,233.50 | $ 18,233.50 | |
| Sub-consultant Halff Associates | 1380 | $ 186,822.00 | | $ 186,822.00 |
| Total | 2,850 | $ 505,800.00 | $ 318,978.00 | $ 186,822.00 |

| | |
|---|---|
| Pipeline Analysis | $ 318,978.00 |
| Halff Associates | $ 186,822.00 |
| Total Due This Period | $ 505,800.00 |

Attachment B
Pipeline Analysis Labor Rates
(effective 1/1/2023)

| Category | Billing Rate |
|---|---|
| Principal | $240 |
| Sr. Project Engineer | $215 |
| Project Engineer | $199 |
| Sr. Field Operations Manager | $215 |
| Field Operations Manager | $133 |
| Crew Leader | $75 |
| Technician | $55 |
| GIS Technician | $116 |
| General Labor/Clerical | $50 |
| Expense Multiplier | 1.05 |

# Item 4
# Task II -Condition Assessment
# C. Smoke Testing (Service Task 20)
# Smoke Test/Report for Basins 2,7,10,11,12,16,19,21 and U1/U2
# Final Report for Basin 14 and 18

## PURPOSE

The intent of smoke testing is to identify and document Rainfall Dependent Infiltration/Inflow (RDII) defects and recommend repairs. Smoke testing data will be used to prepare remedial measures for defects identified on public mains and private laterals.

## SCOPE OF WORK

TASK 100 MOBILIZATION

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Review all relevant existing materials, previous reports, etc. developed for or by TWU.

*Deliverable:*

1. Delivery of equipment and personnel
2. Work maps with delineated basin boundaries

*To Be Provided:*

1. Previous studies for the service areas to be investigated
2. GIS Sewer maps
3. Evaluate access for placement of equipment and personnel

TASK 200 SMOKE TESTING/PUBLIC AWARENESS/DATA ENTRY

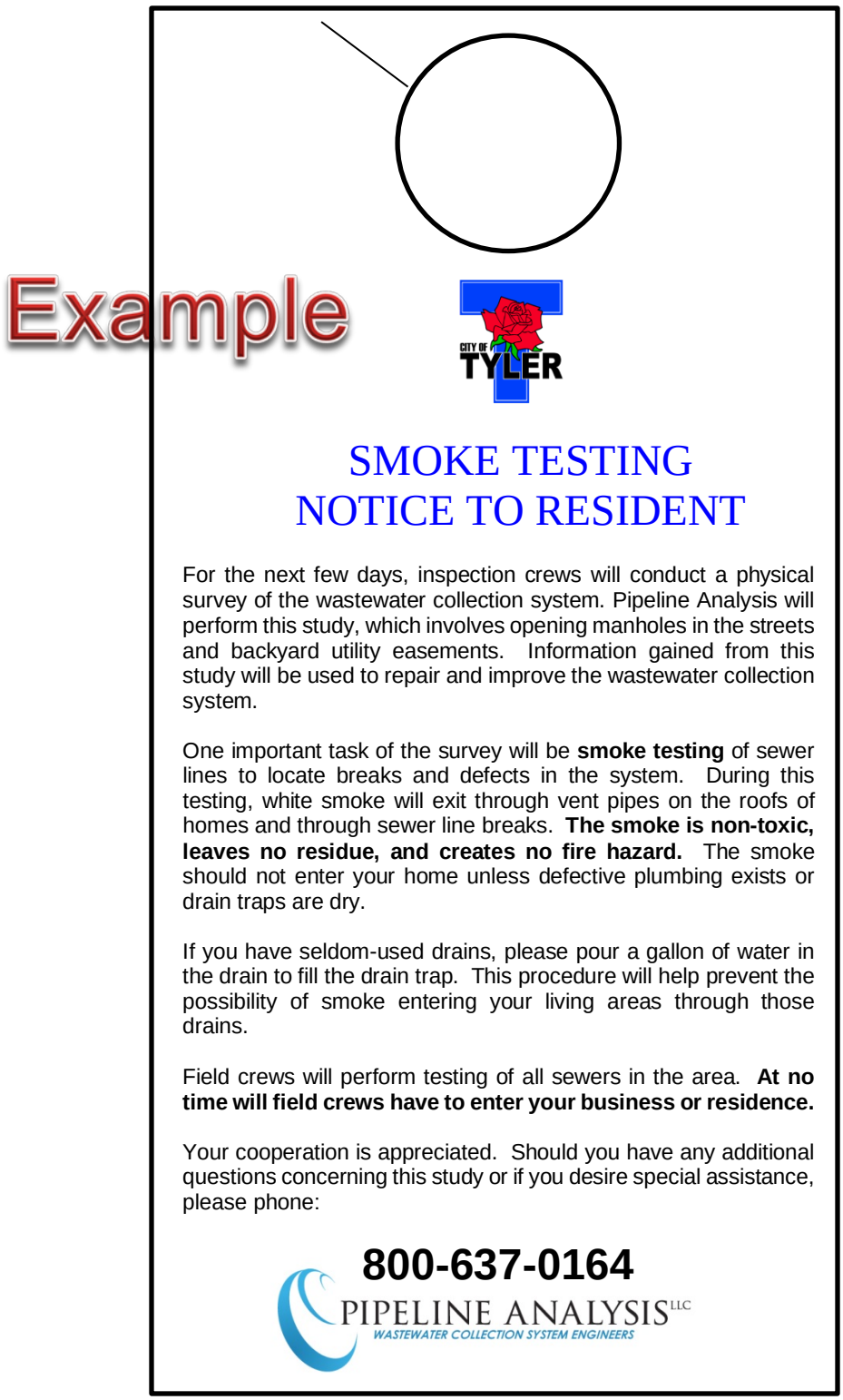
Smoke testing will provide detailed information on wet weather inflow sources for the study area. To identify defects in the lines, a non-toxic smoke is forced into the sewers by high-capacity blowers. Data documentation includes location sketches with measurements from two permanent points sufficient to establish the location of each defect and determine the best repair method and priority. Color digital photographs are taken to document each defect during the smoke test.

Forty-eight (48) hours prior to testing, door hangers are used to notify residents. A local telephone number is provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department is notified of the crew location since smoke may enter homes through defective plumbing.

*Deliverables:*

1. Defects listing and database
2. Defect location sketch

3. Digital defect photographs
4. Smoke Notification Flyers and Notification of Residents and other public outreach
5. Priority ranking of defects (both private and public sector)
6. Recommended repair methods and estimated costs



## TASK 300 ADMINISTRATION AND PROJECT MANAGEMENT

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Project coordination with TWU
3. Monthly invoices and updates
4. Coordination with other Consent Decree Work Tasks by others

## TASK 400 REMEDIAL MEASURES ANALYSIS

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. Various repair options will be analyzed by engineering staff. The selected remedial measure will be reconciled with data from the condition assessment phase of work previously performed. Final recommended repair and estimated cost will be developed.
2. Submeter GPS coordinates of smoke defects will be obtained along with digital photographs. Field sketches will be made to assist in the defect relocation during repair.
3. Rehabilitation recommendations will consider the best repair for the defect being rehabilitated. The supporting data will be provided in electronic format.

## TASK 500 DRAFT/FINAL REPORT

Prepare a Draft and Final Reports that includes the following:

- Executive Summary
- Description of all tasks
- Smoke defect summary reconciled with condition assessment data
- Service lateral defect summary
- Smoke test data summary spreadsheet
- Smoke sketches and defect photographs
- Recommendations and Cost Estimates for Private and Public sector repairs
- Prepare smoke testing summary data for inclusion in the EPA Annual Report prepared by TWU.

Prepare and submit one (1) hard copy and one (1) electronic copy of the Draft Smoke Test Remedial Measures Plan. Pipeline Analysis will incorporate comments received by TWU and prepare four (4) hard copies of the Basins 2, 7, 10, 11, 12, 16, 19, 21 and U1/U2 and Basin 14 and 18 Smoke Test Remedial Measures Plan along with associated electronic files.

TASK 600 REPLACE BROKEN OR MISSING CLEANOUT CAP DURING SMOKE TESTING

Pipeline Analysis will replace missing or broken cleanout caps during smoke testing. If the cleanout is defective and a replacement cap cannot be installed, then crews will document the defect for future action. The address where replacement cap(s) were installed will be documented and crews will leave a door hanger informing the property owner of the repair. The door hanger will be approved by TWU and include a phone number for residents to call for more information. The smoke testing plan with recommended door hangers for notification of residents will be submitted in Task 100 for approvals. Since this action will constitute a repair under the consent decree, documentation will be sufficient to include in the TWU annual report to EPA and TCEQ.

## SCHEDULE

The ENGINEER'S services shall be performed in a timely manner consistent with sound professional practices.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the Utility and approval by authorities having jurisdiction over the PROJECT and shall not be allowed as cause for delay or adjustments to the schedule. Delays caused by review times by the Utility exceeding those anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ENGINEER shall begin work immediately upon receipt of the Notice to Proceed.

| Task | Description | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 100 | Mobilization/Demobilization-Smoke Test Plan | | | | | | | | | | | | |
| 200 | Smoke Testing/Public Awareness/Data Entry | | | | | | | | | | | | |
| 300 | Adm./Project Mgt. | | | | | | | | | | | | |
| 400 | Remedial Measures Analysis | | | | | | | | | | | | |
| 500 | Draft/Final Report | | | | | | | | | | | | |
| 600 | Cleanout Cap Replacement | | | | | | | | | | | | |

## QUANTITIES OF WORK

| Basin | Linear Feet |
|---|---|
| 2 | 139,676 |
| 7 | 57,064 |
| 10 | 93,735 |
| 11 | 44,978 |
| 12 | 28,804 |
| 16 | 77,891 |
| 19 | 221,284 |
| 21 | 149,839 |
| U1/U2 | 68,114 |
| Total | 881,385 |

**FEE**

The fees for services will not exceed those identified below and will be full and total compensation for all services outlined above, and for all expenses incurred in performing these services. For smoke testing the unit prices presented will be used for each linear feet of mainline smoke tested. Cleanout replacements will be at the unit price presented. Lump sum items will be a not to exceed amount and billed on a percentage completed.

## Smoke Testing Year 3

Basin 2,7,10,11,12,16,19,21 and U1/U2

| Task | Description | Estimated Quantity | Unit Price | Total |
|---|---|---|---|---|
| 100 | Mobilization/Demobilization-Smoke Test Plan | L.S. | L.S. | $8,500 |
| 200 | Smoke Testing/Public Awareness/Data Entry | 881385 | $ 0.65 | $572,900 |
| 300 | Adm./Project Mgt. | L.S. | L.S. | $25,000 |
| 400 | Remedial Measures Analysis | L.S. | L.S. | $21,360 |
| 500* | Draft/Final Report | L.S. | L.S. | $60,752 |
| 600 | Cleanout Cap Replacement | 2000 | $106.00 | $212,000 |
| | Total Not To Exceed | | | $900,512 |

** Includes final report for Basin 14 and 18*

# Item 5
# Task II -Condition Assessment
# A. CCTV/Line Cleaning Support (Service Task 18)
# Group 6 CCTV Review (Basins 6,14 and 19)
# Group 7 CCTV Review (Basins 1, 2, 3, 5 and 20)

## PURPOSE

Closed Circuit Television (CCTV) inspection for Basins 1, 2, 3, 5 and 20 will be performed by others and the video and logs will be provided to Pipeline Analysis for review and analysis. It is anticipated that lines not previously CCTV'd, due to access, will be included in this analysis. The information gathered during CCTV review will be used to develop the mainline condition assessment and remedial measures plan as it relates to mainline gravity sewers.

## SCOPE OF WORK

### TASK 100 – Mobilization

Coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Review all relevant existing materials, previous reports, etc. developed for or by Tyler Water Utilities (TWU) concerning this project, including, but not limited to, the following:

1. Previous studies for the service areas to be investigated
2. Sewer maps including new asset ID listing from TWU

### TASK 200- Administration and Project Management

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed and milestones for the completion of each task will be assigned. Management work items include:

1. Project planning
2. Prepare monthly billings
3. Schedule equipment and order supplies

### TASK 300 - Closed Circuit Television (CCTV) Data Review and Analysis

All CCTV data provided for Basins 1, 2, 3, 5 and 20, and additional CCTV from other incomplete basins, will be reviewed and analyzed for inclusion in the remedial measures plan. The cleaning and CCTV inspection of pipelines within the study area is being performed by others. The video and data files will be provided for rating of pipe defects and preparing the condition rating using the system presented in the consent decree. Remedial measures will be determined along with estimated costs.

TASK 400 - Remedial Measure Analysis and Estimated Costs

Data will be analyzed and compiled into the remedial measures plan. The recommendations will be summarized in tables that will be included in the Task 500 deliverable. Rehabilitation recommendations (remedial measures) will consider the best repair for the particular asset being rehabilitated. A long-term least-cost solution may have an initial higher cost but provide a higher level of service and lower operating and maintenance cost.

Task 500 – Reporting for Annual Report and Year 7 Remedial Measures Plan

Prepare condition assessment summary data for inclusion in the EPA Annual Report. The condition ratings will be assigned to each asset inspected. Pipeline Analysis will provide electronic data for use by TWU to assist in compiling the Annual Report due to TCEQ and EPA by March 1, 2024.

Prepare and submit a Year 7 Condition Remedial Measures Plan that includes Mainline CCTV Basin 1, 2, 3, 5 and 20 and any additional CCTV from other incomplete basins

The Year 7 Condition Remedial Measures Plan includes the following:

- Executive Summary
- Description of all tasks
- CCTV data summary
- Recommendations and Cost Estimates (Remedial Measures Plan)

Prepare and submit one (1) hard copy and one (1) electronic copy of the Draft Year 7 Condition Remedial Measures Plan. Pipeline Analysis will incorporate comments received by TWU and prepare four (4) copies of the Year 7 Condition Remedial Measures Plan and electronic database for submittal by TWU to TCEQ and EPA by July 1, 2024.

SCHEDULE

The ENGINEER'S services shall be performed in a timely manner consistent with sound professional practices.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the Utility and approval by authorities having jurisdiction over the PROJECT and shall not be allowed as cause for delay or adjustments to the schedule. Delays caused by review times by the Utility exceeding those anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ENGINEER shall begin work immediately upon receipt of the Notice to Proceed.

| Task | Description | Month | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Feb-23 | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 |
| 100 | Mobilization | | | | | | | | | | | | | | | | | | |
| 200 | Adm./Project Mgt. | | | | | | | | | | | | | | | | | | |
| 300 | CCTV Condition Assessment | | | | | | | | | | | | | | | | | | |
| 400 | Remedial Measures Analysis and Estimates | | | | | | | | | | | | | | | | | | |
| 500 | Annual Report Supplement and Group 7 Remedial Measures Plan | | | | | | | | | | | | | | | | | | |
| | 1. TWU Group 7 - Annual Report | | | | | | | | | | | | | | Due EPA March 1 | | | | |
| | 2. TWU Group 7 - Remedial Measures Plan | | | | | | | | | | | | | | | | | | Due EPA July 1 |

*Note: Schedule dependent on CCTV start date and data delivery*

## QUANTITIES OF WORK

Analysis of CCTV Video and Logs for Basins 1, 2, 3, 5 and 20 and any carryover from additional CCTV from other basins

| Basin | Liner Feet |
|---|---|
| Basin 1 | 16,856 |
| Basin 2 | 86,888 |
| Basin 3 | 32,581 |
| Basin 5 | 189,009 |
| Basin 20 | 247,026 |
| Large Diameter | 6,593 |
| Carryover/Other | 172,390 |
| Total | 751,343 |

## FEE

The fees for services will not exceed those identified below and will be full and total compensation for all services outlined above, and for all expenses incurred in performing these services.

### CCTV Condition Assessment

Basins 1,2,3,5,20 and Carryover

| Task | Description | Estimated Quantity | Unit Price | Total |
|---|---|---|---|---|
| 100 | Mobilization | L.S. | L.S. | $1,280 |
| 200* | Adm./Project Mgt. | L.S. | L.S. | $29,773 |
| 300 | CCTV Condition Assessment | 751,343 | L.S. | $300,540 |
| 400* | Remedial Measures Analysis and Estimates | L.S. | L.S. | $50,750 |
| 500* | Annual Report Supplement and Group 7 Remedial Measures Plan | L.S. | L.S. | $51,471 |
| | Total Not To Exceed | | | $433,814 |

*Note: Included Basins 6, 14 and 19 (Group 6)

# Item 6
# Task II -Condition Assessment
# F. Force Main/ARV Assessment (Service Task 23)

PURPOSE

The City of Tyler's wastewater collection system has 27 lift stations that are currently in service. Each lift station is critical to transporting wastewater to the City's two (2) wastewater treatment plants. Lift stations require periodic inspections to maintain reliability, identify maintenance needs, and to establish the condition of critical components prior to failure.

Force mains convey wastewater flows under pressure and represent about 3% of the City's wastewater system pipes but are considered some of the most critical pipes in the system. Force mains typically consist of materials that are less commonly used in gravity sewer systems. Ferrous materials are susceptible to both internal corrosion from the wastewater flow and hydrogen sulfide gases, as well as external corrosion due to the environment in which the pipe is buried. Based on the City's asset inventory, there are approximately 7,200 linear feet of ductile iron force mains and approximately 35,000 linear feet of unknown material type force mains. This constitutes approximately 31% of the total footage of force main in Tyler's sanitary sewer collection system. In the case of the City's Brooks force main, it was thought to be a PVC pipe, but City staff discovered it was a metallic pipe during a recent point repair on the force main. Consequently, the number of metallic force main could be higher than 31%.

Given the consequence of failure is higher for force main than gravity sewer, and the recent overflows due to structural pipe failures of force mains in the City's Collection System, it is recommended the City undertake visual inspection, along with thickness testing, for metallic pipes at critical locations (typically high points) along each force main to determine remaining useful life and identify segments and/or force mains for replacement.

This work task will aid the City staff by:

- Researching and compiling existing drawings for each force main.
- Analyzing drawings to identify force main location, ARV locations and materials of construction.
- Preparing a plan to evaluate any force mains with missing design drawings.
- Performing limited, non-destructive, thickness testing of the pipe and external visual inspection for the force mains.
- Prioritizing recommendations and estimating costs for improvements at the conclusion of the assessment.

SCOPE OF WORK

Task 1– Data Collection and Review for Hydro-Excavation Locations

The ENGINEER will perform the following:

1. Collect and review the record drawings to assist in identifying force main segments for inspection.
2. Review maps and topography, in the absence of any record drawings, to further assist in identifying locations for inspection and testing.
3. Review of work order history and associated sanitary sewer overflows to finalize locations for hydro-excavation and for future replacement prioritization.
4. Confirm force main construction material and ARV locations from as built drawings, City maintenance data, staff interviews, condition assessment photographs, etc.
5. Use the collected data to determine where SUE excavation will be performed to expose force mains for material verification and/or thickness testing.
6. Identify and field locate ARVs not previously located and perform condition assessments.
7. Perform field surveying to locate ARVs from as-built drawings where necessary
8. Reconcile lift station improvements and capacity remedials measures with force main and ARV recommendations.

Task 2 – Visual Inspection and Thickness Testing

The ENGINEER will coordinate and oversee the hydro-excavation for visual inspection and thickness testing of the force mains and record findings. Where possible, on all metallic force mains, the ENGINEER will attempt to measure the pipe thickness using non-destructive ultrasonic measurement equipment. The thickness testing data will be collected and compared to the new pipe thickness of the force main. This data will be used to report on the pipe loss and projected remaining useful life of the existing force main. If any defects are found during the assessment of the Force Mains, the ENGINEER shall immediately notify the Wastewater Treatment Systems Manager to prevent the occurrence of SSOs as soon as feasible.

Task 3 - Final Report

ENGINEER will compile and submit one (1) electronic copy of the Force Main assessment Draft Report. Upon receipt of comments, ENGINEER will prepare one (1) hard copy of the Final Report along with one (1) electronic copy that summarizes the assessment and identifies and describes any defects found during the assessment activities.

SCHEDULE

The ENGINEER'S services shall be performed in a timely manner consistent with sound professional practices. The ENGINEER will complete the work by December 2023.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CITY and approval by authorities having authority over the PROJECT and shall not be allowed as cause for delay or adjustments to the schedule. Delays caused by review times by the CITY exceeding those

anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ENGINEER shall begin work immediately upon receipt of the Notice to Proceed (written or emailed).

FEE

The services will be provided on a Time and Materials (T&M) basis as the project is moved towards completion. The anticipated amount for this work task is $105,630 as shown below. If the level of effort or scope of services exceeds this estimate, an amendment to the work task will be requested. No additional work will be performed without authorization.

ASSUMPTIONS/BASIS OF FEE:

- 27 lift station force mains will be assessed. Based on the number of force mains and their associated air release valves, it is assumed that hydro-excavation will occur at approximately 50 locations to determine the condition of the force mains.
- It is assumed that detailed traffic control plans will not be needed or required to complete the assessments.

**Consent Decree Program Management**
**Force Main Condition Assessment**

| Task Description | Total Hrs. | Total |
|---|---|---|
| Task 1 - Data Collection and Review | 40 | $ 6,324.00 |
| Task 2 - Visual Inspection and Thickness Testing | 214 | $ 86,630.00 |
| Task 3 - Force Main Assessment Report | 64 | $ 12,676.00 |
| Total Not to Exceed | 318 | $ 105,630.00 |

# Item 7
# Unspecified Contingency Tasks

Approved additional services requested by TWU, that are not specified in Items 1-6, will be developed and a written technical memorandum will be prepared to detail the scope of services and fee. The services will be provided on a Time and Materials (T&M), lump sum or unit price basis. The amount for this unspecified contingency work task is $150,000 and will not be billed without approval of the Utilities Director or designee. No work will be performed without authorization.

# ENGINEERING CONTRACT

**SECTION 1. EMPLOYMENT OF THE ENGINEER**

**SECTION 2. BASIC SERVICES OF THE ENGINEER**
- A. GENERAL
- B. PRELIMINARY REPORT PHASE
- C. DESIGN PHASE
- D. CONSTRUCTION PHASE

**SECTION 3. ADDITIONAL SERVICES OF THE ENGINEER**
- A. GENERAL
- B. RESIDENT PROJECT REPRESENTATIVE SERVICES

**SECTION 4. THE OWNER'S RESPONSIBILITIES**

**SECTION 5. PAYMENT FOR ENGINEERING SERVICES**
- A. BASIC ENGINEERING FEE

**SECTION 6. GENERAL CONSIDERATIONS**
- A. TERMINATION
- B. OWNERSHIP OF DOCUMENTS
- C. OPINIONS OF PROBABLE COST
- D. ENGINEER'S INSURANCE REQUIREMENTS
- E. LAWS AND ORDINANCES
- F. VENUE
- G. INDEMNITY
- H. OSHA REQUIREMENTS
- I. LOSSES FROM NATURAL CAUSES
- J. PUBLIC INFORMATION
- K. SEVERABILITY AND NO ASSIGNMENT
- L. NOTICES

**ATTACHMENT – SCHEDULE OF FEES**

STATE OF TEXAS §
COUNTY OF SMITH §

# ENGINEERING CONTRACT

This contract is entered into by and between the CITY OF TYLER, in Smith County, Texas, hereinafter called OWNER, acting therein by and through its duly authorized City Manager, and PIPELINE ANALYSIS, LLC, a corporation of Tyler, Smith County, Texas, (hereinafter called the Engineer) acting herein by and through one of its officers, who is duly authorized to act for and on behalf of said engineer.

## SECTION 1. EMPLOYMENT OF THE ENGINEER

The Owner hereby employs Engineer and the Engineer agrees to perform professional services in connection with engineering analysis, design and construction of various water, wastewater and stormwater projects hereinafter called the Project. Each Project will be documented by a Work Order. This Agreement sets forth the general terms and conditions which shall apply to all Work Orders duly executed under this Agreement.

A. This Agreement is not a commitment by Owner to Engineer to issue any Work Orders. Engineer shall not be obligated to perform any prospective Work Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters. The time of performance shall be specified in each Work Order.

## SECTION 2. BASIC SERVICES OF THE ENGINEER

A. General

1. The Engineer agrees to perform professional services in connection with the Project as hereinafter stated as required for each project issued a Work Order.

2. The Engineer shall serve as the Owner's professional representative in all authorized phases of the Project and shall give consultation and advice to the Owner during the performance of his services.

3. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Preliminary Report Phase

During the preliminary phase, the Engineer shall:

1. Consult with the Owner to determine the requirements of the Project.

2. Prepare a preliminary engineering study and report on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to include schematic layouts and sketches and a general opinion of probable cost for the Project, and to set forth the Engineer's recommendations.

3. Provide consultation and advice as to the necessity of the Owner providing or obtaining other services such as property, boundary, right-of-way, topographic and utility surveys; core borings, auger borings, soil tests or other subsurface explorations; laboratory testing and inspection of samples or materials; other special consultation; and act as the Owner's representative in connection with any such services.

4. Furnish the Owner copies of the preliminary report as required in Work Order.

C. Design Phase

Following authorization from the Owner to proceed with design phase, the Engineer shall:

1. On the basis of the approved preliminary design documents prepare detailed construction drawings and specifications for the Project.

2. Furnish to the Owner engineering data for and assist in the preparation of the required documents so that the Owner may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project and prepare documents for alternate bids as required by Owner.

3. Advise the Owner of any adjustment of the opinion of probable cost for the Project caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable cost for the Project based on the completed drawings and specifications.

4. Prepare the proposal forms, notice to bidders and contract documents for submission by the Owner to the Owner's legal counsel for approval as to content, form and legality.

5. Furnish the Owner sets of copies of the contract documents consisting of the plans, specifications and contract documents as required by Work Orders.

6. Prepare or assist in the preparation of application forms for routine highway and country right-of-way permits made by the Owner in connection with the Project, including the preparation of submittal drawings.

D. Construction Phase

1. Assist the Owner in securing bids including notification to perspective bidders and plan rooms.

2. Assist the Owner in the opening, tabulation and analysis of bids, and furnish information gathered from references to aid in the award of contracts.

3. Assist in the engineering phases of the preparation of formal contract documents for award of contracts.

4. Attend preconstruction conference with the Owner, other utility owners. contractors and other interested parties to determine and coordinate construction scheduling and responsibilities.

5. Make periodic visits to the site (as distinguished from the continuous services of a resident Project Representative) to observe the progress and quality of work, and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of contractors, but he will not be required to guarantee the performance of their contracts, nor will he be responsible for the actual supervision of construction operations.

6. Check samples, catalog data, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit, only for the conformance with the design concept of the Project and compliance with the information given by the plans, specifications, and contract documents; and accept or reject all such submittal data furnished by the contractors, materials used and work performed by the contractors as either complying or not complying with the intent of the plans, specifications and contract documents.

7. Coordinate core borings, probing or subsurface explorations, issue orders for necessary laboratory tests and inspect samples or materials submitted for laboratory testing.

8. Consult and advise with the Owner, act as the Owner's representative at the project site, issue all instructions of the Owner to the construction contractors that do not conflict with good engineering practice and prepare routine change orders as required.

9. Prepare monthly and final estimates for payments to contractors.

10. Based on his on-site observations as an experienced and qualified design professional and on his review of the contractors' applications for payment, determine the amount owing to the contractors and recommend in writing payment to the contractors in such amounts; such recommendations of payment to constitute a representation to the Owner, based on such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, work is in accordance with the plans, specifications and contract documents, subject to the specifications and contract documents and any qualifications stated in his approval.

11. Conduct, in company with the Owner's representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the

plans, specifications and contract documents, and recommend in writing final payment to the Contractor.

12. Revise contract drawings, with the assistance of the Resident Project Representative and based on record drawings prepared by the Contractor, to show the work as actually constructed, and furnish one (1) set of the revised reproducible drawings and one set of drawings in PDF format to the Owner.

## SECTION 3. ADDITIONAL SERVICES OF THE ENGINEER

A. General.

In addition to the Basic Services to be performed by the Engineer for the payment of the standard engineering fee, the Engineer shall furnish additional services of the following types, if authorized by the Owner, as required by each project issued a Work Order:

1. Additional services due to significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity or character of construction.

2. Revised previously approved studies, reports, design documents, drawings or specifications.

3. Furnish additional copies of reports and additional prints of drawings, specifications and contract documents.

4. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor; and material audits or inventories required for certification of force account construction performed by the Owner.

5. Additional or extended services during the construction made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the construction contract time by more than 25 percent, (3) acceleration of work schedules involving service beyond normal working hours, and (4) construction contract default due to delinquency or insolvency of the construction contractor.

6. Serving as expert witness for the Owner in any litigation or other proceeding involving the Project.

7. Additional services in connection the Project not otherwise provided for in this Agreement.

8. Preparation of design surveys, construction staking, plats, legal descriptions, easements or deeds; record search, abstracting of ownership or other related surveying work.

9. Applications for federal or state grants or loans, water permits, waste disposal permits, solid waste permits, environmental permits, cultural resources permits, railroad permits and any other type permits.

10. Preparation of operation and maintenance manuals.

11. Providing the services of outside consultants or Engineer's staff for the performance of specialized work including but not limited to geotechnical investigation, materials testing, and environmental studies.

12. Perform an inspection of the Project prior to the expiration of the guarantee period and report observed discrepancies related to guarantees provided by the construction contract.

B. Resident Project Representative Services.

1. If requested by the Owner or the Engineer and approved by the other, one or more full-time Resident Project Representatives will be furnished and directed by the Engineer in order to provide more extensive representation at the Project site during the construction phase. Such resident project representation will be paid for by the Owner as indicated in Section 5B.

2. The duties and responsibilities on the authority of the Resident Project Representative shall be as follows:

a. Schedule. Review the construction schedule prepared by the contractor and give written advice to the Engineer concerning it acceptability.

b. Liaison.

(1) Serve as the Owner's and Engineer's liaison with the contractor working through the contractor's field superintendent.

(2) Cooperate with the contractor in dealings with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.

(3) Assist the Engineer in obtaining from the contractor additional details and information when required at the job site for proper execution of the work.

c. Acceptance. When required, assist the Engineer in obtaining from the Contractor a list of his proposed materials, supplier and subcontractor.

d. Samples. Assist the Engineer in obtaining field sample of materials to be delivered to the site which are required to be furnished and keep records of actions taken by the Engineer.

e. Shop Drawings.

(1) Receive accepted shop drawings and other submissions from the Engineer; record data received, maintain a file of the drawings and submissions and check construction for compliance with them.

(2) Alert the contractor's field superintendent when he observes materials or equipment being installed before acceptance of shop drawings and samples, where such are required, and advise the Engineer when be believes it is necessary to reject work and/or materials as failing to conform to the plans, specifications and contract documents.

f. Review of Work, Inspection and Tests.

(1) Conduct on-site observations of the work in progress for the Engineer as a basis for determining that the Project is proceeding in accordance with the plans, specifications and contract documents.

(2) Verify that tests, including equipment and start-up, which are required by the specifications and contract documents, are conducted and that the contractor maintains adequate records thereof; observe, record and report to the Engineer appropriate details relative to the test procedures and start-ups.

g. Interpretation of Contract Documents. Transmit to the contractor the Engineer's interpretation of the plans, specifications and contract documents.

h. Modifications. Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the Engineer.

i. Records.

(1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract, the Engineer's interpretation of the plans, specifications and contract documents, progress reports and other project-related documents.

(2) Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.

(3) Record names, addresses and telephone numbers of contractors, field superintendents and foremen, subcontractor and major material suppliers.

(4) Maintain a set of drawings on which authorized changes are noted and deliver to the Engineer at the completion of the project.

(5) Consult with the Engineer and Owner in advance of scheduled major tests or start-up of phases of the project.

k. Payment Certifications. Review applications for payment with the contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to work completed and materials on hand at the site.

l. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble guarantees, certificates, installation and maintenance operation manuals and other required data to be furnished by the Contractor and upon acceptance of the project, deliver this material to the Engineer for his approval and forwarding to the Owner.

m. Completion.

(1) Prior to final inspection, submit to the contractor a list of observed items requiring correction and verity that each correction has been made.

(2) Conduct final inspection in the company of the Engineer and Owner and prepare a final list of items to be corrected.

(3) Verify that all items on the final list have been corrected and make recommendations to the Engineer concerning acceptance.

3. Except upon written instruction of the Engineer, the Resident Project Representative:

a. Shall not authorize any deviation from the plans, specifications and contract documents.

b. Shall not undertake any of the responsibilities of the contractor, the subcontractors or the contractor's field superintendent.

c. Shall not expedite the work for the Contractor.

d. Shall not advise on or issue directions relative to any aspect of the construction technique or sequence unless a specific technique or sequence is called for in the specifications and contract documents.

e. Shall not participate in specialized field or laboratory tests.

4. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if one is to be furnished) the Engineer will endeavor to provide further protection for the Owner against defects and deficiencies in the work of the contractors. However, Engineer shall not, during such Resident Project Representative services, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for means, methods, techniques, sequences, or procedures of construction, security or safety at the site selected by the Contractor. The Engineer neither guarantees the performance of any Contractor nor assumes

responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

## SECTION 4. THE OWNER'S RESPONSIBILITIES

The Owner shall:

1. Provide full information as to his requirements for the project.

2. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project including all previous reports and any other data relative to design of construction of the Project in a timely fashion.

3. Guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this Agreement.

4. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented by the Engineer and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.

5. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.

6. Provide legal and accounting services as may be required for the Project.

7. Designate in writing a person to act as Owner's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

8. Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project.

9. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

10. Furnish, or direct the Engineer to provide at the Owner's expense, necessary additional service as stipulated in Section 3 of this Agreement, or other services as required.

## SECTION 5. PAYMENT FOR ENGINEERING SERVICES

A. Basic Engineering Fee.

1. The Owner hereby agrees to pay to the Engineer for performance of all services as set out in Section 2A, and Section 3A, a basic engineering fee as presented in a Work

2.A. & 3.A.

Order which shall be prepared and negotiated for each individual project for which engineering services by the Engineer were authorized by the City Council of the City of Tyler, Texas.

Said payment shall be made monthly on the basis of a clear and detailed invoice reflecting items being billed. Engineer's statement of services shall show the percent of work completed to date by activity or task and the amount and/or percentage billed broken down by activity or task.

## SECTION 6. GENERAL CONSIDERATIONS

A. Termination

This Agreement may be terminated by either party hereto, with or without cause, upon ten (10) days written notice thereof. If this Agreement is terminated by the Owner without cause or by the Engineer with cause, the Engineer shall be paid his compensation for service performed to termination date, including Reimbursable Expenses then due. This Agreement shall be in force for a period of 10 years from the date of execution and may be extended thereafter upon written agreement executed by the Owner and the Engineer.

B. Ownership of Documents

Drawings and specifications are and shall remain the property of the Engineer until payment of the Engineer in full. Upon payment of the Engineer in full, said drawings and specifications shall pass to and become the property of the Owner without restriction as to their subsequent uses. Any re-use of documents other than for what they were originally intended shall be at the Owners sole risk. If the project is terminated prior to completion, all drawings and specifications and calculations which have been completed by the Engineer through the date of termination, shall be transmitted to the Owner and shall be the Owner's property.

C. Opinions of Probable Cost

The opinions of probable cost are to be made on the basis of the Engineer's experience and judgment, but the Engineer does not guarantee that such opinions of probable cost will accurately reflect the amount of the contractor's bids or the Project cost.

D. ENGINEER'S Insurance Requirements.

ENGINEER agrees, at its sole expense, to maintain on a primary basis during the life of the Contract and the performance of Work, required insurance coverage, limits, and endorsements. ENGINEER further agrees that with respect to the insurance required by this AGREEMENT the City shall be named as additional insured on all policies except professional liability and worker's compensation and be provided with a waiver of subrogation. Insurance required by the AGREEMENT shall be primary insurance and not contributing with any other insurance available to CITY. ENGINEER agrees to provide evidence of the required coverages at execution of contract. In the event the ENGINEER performs any site work, other than testing, then all the insurance required will need to be evidenced prior to commencement of said site work.

The ENGINEER shall include in the certificates of the required insurance policies the words, "In all services performed involving the project, the City of Tyler is an additional primary insured. The insurance company waives any subrogation claims against the City." The ENGINEER, before starting work must furnish to the Owner certificates of insurance from reputable insurance companies licensed to write insurance in the State of Texas, showing that the ENGINEER is covered by the required insurance.

In the event any work is sublet, the ENGINEER shall require its sub-contractors to similarly provide the same coverage and shall him/her-self acquire evidence of such coverage on behalf of the City. Generally, the ENGINEER shall obtain insurance in the following amounts and types:

1. Commercial General Liability Insurance: Limits for bodily injury of not less than $1,000,000 each occurrence and for general aggregate of not less than $2,000,000 per project. The policy shall be on the commercial general liability form and include contractual liability coverage.

2. Business Automobile Liability Insurance: Limits for bodily injury liability of not less than $1,000,000 (each occurrence) and for property damage of not less than $1,000,000, (each occurrence), on all self-propelled vehicles not covered by the General Liability Insurance used in connection with the contract, whether owned, non-owned or hired.

3. Professional Errors and Omissions Liability Insurance: Limits of not less than $1,000,000 (each occurrence) and a general aggregate of not less than $2,000,000 per project. Policy shall include (but not limited to) the following: a) a minimum three (3) year Discovery (tail) Reporting period, and b) a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of services hereunder.

4. Commercial Umbrella / Excess Liability Insurance: Limits of not less than $5,000,000 for Each Occurrence and limits not less than $5,000,000 for General Aggregate.

5. Statutory Workers Compensation Insurance.

6. Employer's Liability Insurance: Limits of not less than $1,000,000 Bodily Injury by Accident, limits not less than $1,000,000 Bodily Injury by Disease (each occurrence), and limits not less than $1,000,000 Bodily Injury by Disease (general aggregate).

The City shall be notified by the ENGINEER and Insurance Company at least 30 days prior to any cancellation or non-renewal affecting this contract. Should coverage be canceled or reduced below the required limits the ENGINEER shall immediately stop work until coverage can be reinstated and new certificates of coverage provided.

E. Laws and Ordinances

ENGINEER shall comply with all federal, state and local laws, including but not limited to all ordinances of the CITY of Tyler.

F. Venue.

Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court. This provision shall supersede any other references in the Agreement.

G. INDEMNITY.

ENGINEER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND OTHER CONSULTANTS FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, DEMANDS, AND DAMAGES OF EVERY KIND FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT TO THE EXTENT CAUSED, DIRECTLY OR INDIRECTLY, BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF ENGINEER, IT'S SUBCONTRACTORS, AGENTS, OR ANYONE FOR WHOSE ACTS THE ENGINEER OR SUBCONTRACTOR MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE CITY. THE ENGINEER'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ENGINEER'S DUTY TO INDEMNIFY AND DEFEND CITY UNDER THIS PARAGRAPH WILL APPLY AND WILL EXTEND TO COVER LOSSES TO THE EXTENT CAUSED BY THE ENGINEER, ITS SUBCONTRACTORS, AGENTS, OR ANYONE FOR WHOSE ACTS THE ENGINEER MAY BE LIABLE REGARDLESS OF WHETHER SUCH LOSSES ARE CAUSED BY EITHER ENGINEER'S OR CITY'S CONCURRENT, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE.

Protection against Accident to Employees and the Public.

The ENGINEER shall at all times exercise reasonable precautions for the safety of employees and others on or near the Work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes.

H. OSHA Requirements.

The ENGINEER shall be required to adhere to all applicable requirements of the Federal Occupational Safety and Health Act of 1930 (OSHA) which is made a part of this contract by reference. ENGINEER shall employ a safety compliance officer how shall provide safety training to ENGINEER's staff.

I. Losses from Natural Causes.

Unless otherwise specified, all loss or damage to the ENGINEER arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the Work, shall be sustained and borne by the ENGINEER at the ENGINEER'S own cost and expense.

J. Public Information.

The Parties acknowledge that the Texas Public Information Act governs public information maintained by the City and that disclosure of information by the City under the Texas Public Information Act or as a matter of law may be required.

K. Severability and No Assignment.

If any provision herein is held by a court to be void or unconstitutional, such holding shall not affect the remaining provisions of this Agreement which shall remain in full force and effect. ENGINEER shall not assign this agreement without prior written approval of CITY.

L. Notices.

Any notices provided under this agreement shall occur in writing, by certified or registered mail delivery, receipt requested. For purposes of such notice, the addresses of the parties, until changed by written notice, shall be:

**ENGINEER:** **James H. Forbes, Jr., P.E., President,** 1115 Main Street, Garland, Texas, 75040 – (800) 637-0164

**CITY:** **Lisa Crossman, P.E., Director of Utilities,** P.O. Box 2039 Tyler, TX 75710 - (903) 531-1234.

**CITY** and **ENGINEER** hereby bind themselves, their heirs, successors and assigns and representatives for the faithful and full performance of the terms and provisions of this contract, jointly and severally.

IN WITNESS WHEREOF, the parties to these presents have executed ***this Engineering Contract*** on the 24th day of April, 20 17.

**FOR THE CITY OF TYLER, TEXAS:**

**ATTEST:**

**By:** Edward Broussard
City Manager

Edward Broussard
Printed Name

CITY OF TYLER SEAL TEXAS

**By:** Cassandra Brager
City Clerk

Cassandra Brager
Printed Name

**APPROVED:**

**By:**
City Attorney's Office

Sharon Roberts
Printed Name

**RECOMMENDED:**

**By:**
Director of Utilities

Lisa Crossman, P.E.
Printed Name

**FOR THE ENGINEER:**

**By:**

President
Title

James H. Forbes, Jr., P.E.
Printed Name

THE STATE OF TEXAS §
§
COUNTY OF SMITH §

**ENGINEER'S ACKNOWLEDGEMENT**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James H. Forbes Jr, who is known to me, or who was proved to me through Texas State Identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of MARCH, 2017.

Randy W. Cooper
Notary Public, State of Texas
My Commission Expires:
November 12, 2017

Randy W. Cooper
Notary Public In and For The State of Texas

RANDY W. COOPER
Notary's Printed Name

My Commission Expires: NOV. 12, 2017

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Sarah Walls |
|---|---|
| Davis-Dyer-Max Insurance<br>a Member of the Insurors Group<br>P.O. Box 495429<br>Garland TX 75049 | PHONE (A/C, No, Ext): (972) 864-0400 FAX (A/C, No): (972) 278-8400<br>E-MAIL ADDRESS: sarah.walls@davis-dyer-max.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Pipeline Analysis, LLC<br>1115 Main Street<br>Garland TX 75040-6130 | INSURER A: Employers Mutual Casualty | 21415 |
| | INSURER B: Phoenix - Travelers | 25623 |
| | INSURER C: Hiscox Insurance Company | 10200 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER: 2016-2017 Updated** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY X PRO-JECT LOC<br>OTHER: | | | 2N91686 | 5/21/2016 | 5/21/2017 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 2R91686 | 5/21/2016 | 5/21/2017 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 2K91686 | 5/21/2016 | 5/21/2017 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes describe under DESCRIPTION OF OPERATIONS below | N/A | | UB1D761118 | 5/21/2016 | 5/21/2017 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Professional Liability<br>Claims Made | | | ANE1493281.16<br>Retention $5,000 | 9/28/2016 | 9/28/2017 | Limit<br>Aggregate | 2,000,000<br>2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Professional Svcs Contract. Indefinite Delivery - Consent Decree Staff Support Services
In all services performed involving the project, the City of Tyler is an additional primary insured. The insurance company waives any subrogation claims against the City.

**CERTIFICATE HOLDER**

City of Tyler
Attn: Lisa Crossman, P.E., Dir of Utiliti
P O Box 2039
Tyler, TX 75710

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Larry Hughston/SW Larry T. Hughston

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# Amendment No. 1
# Contract Renewal No. 1
# to the ENGINEERING CONTRACT between the CITY OF TYLER and PIPELINE ANALYSIS, LLC
# Professional Services
# For Sanitary Sewer System
# Consent Decree
# Staff Support & Augmentation

# City of Tyler

July 10, 2024

**Mattie A. Engels, P.E.**

**Pipeline Analysis, LLC**
1115 Main Street
Garland, Texas 75040
972-470-0655
TBPE Firm No. 6538

# Amendment No. 1
# 2024/2025 Contract Renewal No. 1

**BACKGROUND**

The City of Tyler ("CITY"), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 6:17-cv-29, United States of America, and State of Texas v. City of Tyler, in the United States District Court for the Eastern District of Texas, Tyler Division (the "Consent Decree"). A copy of the Consent Decree is available at http://www.tylerpublicworks.com/Consent-Decree. Work performed pursuant to this contract is work that CITY is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree Notice Provision and any other terms and provisions of this contract, the terms and provisions of this Consent Decree Notice Provision shall prevail.

This contract renewal as provided in Section VIX.TERM will provide the necessary support assistance as requested by the City of Tyler staff to ensure compliance with the terms and timelines as outlined in the EPA consent decree. The proposed scope of services outlines the work tasks that may be requested by City staff as a result of specific Work Tasks approved by the City of Tyler Director of Utilities.

The approach is organized around the City's objectives for this project:

- Fulfill anticipated Consent Decree Requirements
- Reduction in Sanitary Sewer Overflows (SSO's) as defined in the Consent Decree
- Cost controls and Least Cost Alternatives for Compliance
- Attainment of long-term Infiltration/Inflow solutions
- Collection System Capacity Assurance
- Regulatory compliance
- Sustainability of Program Elements
- Customer satisfaction

Pipeline Analysis, LLC will perform professional services, when requested, for the City of Tyler. Specific assignments to be performed by the consultant under each Work Task will consist of engineering services to address requirements of the EPA Consent Decree. These services will consist of engineering analysis to address requirements of wastewater collection system inspection, evaluation, planning, information management, training, preventative maintenance, hydraulic modeling, and reporting needed for regulatory compliance.

Tyler Water Utilities (TWU) negotiated with the Environmental Protection Agency (EPA) since 2009 to develop a Consent Decree to address the city's aging wastewater collection system and resulting unauthorized discharges. The Consent Decree was finalized with an effective date of April 10, 2017. The intent of this project will be to provide City staff with technical support and assistance as they move forward with the implementation of the requirements of the Consent Decree. In some cases, Pipeline Analysis LLC (the CONSULTANT) and/or sub-consultants to Pipeline Analysis LLC may be tasked with performing services as described in Basic and Additional Services and in other cases the CONSULTANT may be tasked with assisting City staff with preparing Request for Proposals, bid specifications, or other contract documents so that the

services described below may be contracted directly to other firms. In those cases, the CONSULTANT may assist City staff with contract management.

The Program – The Program is the comprehensive multi-year effort by the City to effectively improve the wastewater collection and treatment system's performance and regulatory compliance. The City will be the Program Manager for this effort. Pipeline Analysis LLC and its sub-consultants will support the City, as needed, and requested, to set the Program goals and objectives, organizational charts, systems, policies, procedures, standards, etc. for efficient program implementation and will provide staff when areas of need are identified. Other engineering firms, consultants, construction contractors, etc. will be involved in implementing the City's Program. There will be corresponding Program progress reports, staffing plans, Program schedules, etc. that Pipeline Analysis may help the City produce in support of staff.

The Project – The Project is the individual Work Tasks assigned to Consultant. This includes the specific tasks that Pipeline Analysis is authorized to perform in support of the City staff.

Mattie A. Engels, P.E. will serve as Project Manager. Depending on the specific needs of the City, there may also be a number of assigned project managers.

**Basic and Additional Services**
This section defines the scope for services (Summarized in Attachment A) that may be requested.

## BASIC SERVICES

### I. Project Coordination

### A. Action Plan:

1. Project Meetings - Project meetings will be conducted by CONSULTANT with core City staff that will have the day-to-day responsibility for implementation of the Program and managing the City's wastewater system. Data and information needs will be identified along with project organization, management, and communication plans.

2. Stakeholder Communication - Key stakeholders in the overall regulatory compliance and wastewater management Program will be identified and copied on project updates and meetings. Stakeholders may include other City department personnel involved or impacted by the Program, administrative staff, City elected officials, and others identified by the City.

### B. Project Coordination

CONSULTANT may plan and assign proper qualified and experienced personnel to Project activities and provide other required equipment and material resources and maintain availability for proper Program execution. The CONSULTANT may coordinate the efforts of CONSULTANT and any SUB-CONSULTANTS assigned to the Project to maintain budget, schedule, scope, and quality compliance. The CONSULTANT may prepare and submit monthly progress/status reports for the Project. Monthly Progress Reports shall include a narrative of activities performed during the subject billing period, an updated schedule, and identification of proposed resolution of issues, and a cost estimate to complete the Work. Based on the overall Program staffing, the CONSULTANT may provide staff support requested by the City. In addition to the functions identified throughout this scope of work, the CONSULTANT may assist with the following representative Program functions:

1. Document Control
2. Program Progress Reporting
3. Information System Management
4. Risk Mitigation
5. Cost and Schedule Management
6. Design Review
7. Construction Inspection
8. Coordination with other outside Consultants and Contractors contracted by the City for consent decree compliance

**C. QA/QC Advisory**

The CONSULTANT may assist the City in the development of a Quality Assurance and Quality Control (QA/QC) to check, as a minimum, document management systems compliance, planning methods, design methods, calculations, engineering and design documents, construction documents, cost estimates, field investigations, measurements, and other technical issues associated with Program and Project planning and execution. The QA/QC plan may be designed to be expanded and modified as the Program needs change.

**D. Program Scheduling**

The CONSULTANT may assist the City in preparing and maintaining an integrated electronic program schedule that will include all aspects of the compliance program. Periodically update the schedule at all phases of the Program. Schedule shall include critical activity start and/or completion dates as milestones, including monthly progress meetings, proposed engineering design, and all deliverable due dates.

**E. Cost Estimating**

The CONSULTANT may assist the City in developing cost estimating guides and standards for Program related field surveys and inspections, design and construction of system rehabilitation and replacement and other related Program elements. The CONSULTANT may assist the City in preparing planning and design level construction cost estimates and in the review of cost estimates completed by others.

## II. Asset Management

**A. Information System Assessment**

The CONSULTANT may assess the City's wastewater system information management systems including CityWorks, GIS, Bentley Hydraulic Model and other supporting software in use by the City staff. While the focus of this assessment will be on the reporting requirements, the assessment will also consider improved efficiencies in the long-term management of the wastewater system. The information system assessment may include related hardware, software, data management, systems integration, procedures, and business practices for wastewater system information management. The results and recommendations of the assessment will be documented in a Technical Memorandum.

**B. CityWorks/GIS Integration**

City may authorize CONSULTANT to perform various tasks associated with the integration of CityWorks, GIS and other software systems. Tasks may include coordinating software/hardware and recommending needed improvements, upgrades, custom programming, and support of other software to enhance CityWorks Spatial reporting

requirements, and develop automated reports, custom reports, and programming in support of regulatory compliance.

**C. CityWorks Reporting Templates**

The City may authorize the CONSULTANT to assist in the development or coordination of various reporting templates and forms for the data and information stored in the City's CityWorks Asset Management Software System. Reporting tools for CityWorks may be implemented to provide the required compliance reporting.

**D. Data Management**

The CONSULTANT may assist the City in data collection, formatting, compilation, review, analysis, and reporting in accordance with the Information Management Plan. The CONSULTANT may work with the City to format and input data into the appropriate information management system to support compliance and better manage the overall wastewater system. The CONSULTANT may assist the City with routine updates of the data and information needs assessment and data management business processes. The CONSULTANT may also assist the City in the acquisition of any additional data identified in data gap analyses and perform routine quality control of the data in the information management systems.

## III. Permitting and Regulatory

**A. TCEQ/EPA Reporting and Documentation**

The Program will identify a significant number of periodic reporting requirements that must be submitted to the EPA. Likewise, TCEQ reporting requirements already in place within the TPDES permitting framework will continue to be necessary. This task implements the recommendations of the Reporting Plan to provide the routine required regulatory reports and correspondence to provide: 1) that the required reports are generated and submitted on time; 2) the various required reports are consistent with one another in terms of the information reported; and 3) that the resources expended to generate these reports is managed to reduce project costs. Potential elements of this task include:

1. Update required monitoring and reporting requirements of the Program and other regulatory reports required by the TCEQ or EPA. Report requirements will be cross-referenced to identify report information needs in one report that may be common to other reports.
2. Development of a tracking system to ensure that required reports are generated on time.

This task will support the regulatory compliance requirements of the program. Over time, other tasks may result in the need to modify the reporting schedule, tracking system, or report templates.

## ADDITIONAL SERVICES

### I. Project Coordination

**A. Public Relations and Outreach**

The CONSULTANT may assist the City in providing information to educate the public about Program goals and objectives through various outreach techniques to gather and maintain public support for the Program and for individual projects. The public information program may be designed to make direct contact, and nurture and maintain positive relationships with those individuals who reside, own businesses, work, and attend school in those areas affected by project construction as well as the community as a whole. The CONSULTANT may assist the City in the development of presentations, newsletters, press releases and other media materials required for the public information and participation program.

**B. Presentation Support**

The CONSULTANT may assist the City in the development of presentation material to communicate Program progress and explain technical and non-technical aspects of the Program to various stakeholder groups.

**C. CIP/O&M Budget Planning**

The CONSULTANT may assist the City in preparing annual Compliance Program budgets including capital improvement and operation and maintenance budgets.

**D. Procurement/Contracts Management**

The CONSULTANT may assist the City in the evaluation of various project delivery alternatives for wastewater system improvements, preparing procurement documents for field services, planning, design, and construction projects associated with the Program.

**E. Program Modifications**

The CONSULTANT may assist the City in identifying changes in the work to be completed under the Program to reduce costs and improve the Program effectiveness. The CONSULTANT may assist in preparing the necessary documentation in support of regulatory reporting requirements and assist when potential Program modifications are requested.

**F. Transition Plan and Training**

The CONSULTANT may provide temporary staff support requested by the City to initiate a variety of regulatory functions. Short term Program assignments may be completed by the CONSULTANT and delivered to the City. Longer term assignments may be initiated with CONSULTANT staff support and transition to City staff. The CONSULTANT may develop a transition plan and provide required training to transition Program functions to City staff.

## II. Condition Assessment

### A. CCTV/Line Cleaning Support

Perform CCTV video review as required to establish condition ratings for designated pipelines and review data in PACP format for each pipeline inspected. Scope of work may only require delivery of PACP CCTV digital data and may also include analysis of the collected data to determine cause of obstructions, condition assessment rating of pipeline, establish preliminary repair methods and estimated costs. CONSULTANT may provide support during the cleaning to facilitate CCTV inspection, debris removal, or to facilitate the annual cleaning goals and schedules established by the City.

### B. Line and Manhole Inspections and Assessment

City may authorize the inspection of each line entering and exiting the manhole. Normally performed in conjunction with manhole inspection, data on each pipe rim to invert distance, size, material, condition, photograph, observed defects, etc. is obtained and documented. City may authorize analysis of this data to establish prioritized remedial measures necessary to restore integrity along with estimated costs. Manhole inspections may be authorized to establish the existing condition and remedial measures necessary to prioritize and rehabilitate these assets. Inspection personnel will use digital cameras during the inspection of all manholes. All photographs will be included in the field inspection database so that a permanent electronic record can be maintained. During the preliminary and final data analysis, these photographs will provide detailed backup information on site conditions, observed defects and condition of the asset to assist in preparing recommended remedial action and estimated costs. The City may authorize the delivery of the manhole inspection data with or without analysis.

### C. Smoke Testing

Smoke Testing may be authorized to locate both public and private sector defects contributing to wet weather inflow, trace sewer connections or identify illicit connections with the storm sewer system. Smoke testing will normally include pubic notification using door hangers and coordination with fire and other city departments. Documentation of the tests will include digital database, photographs, and defect location sketches. City may authorize analysis of collected data to include prioritized remedial measures and estimated costs.

### D. PACP Coding/Training

City may authorize QA/QC of CCTV data including review of PACP codes and/or coding of defects to meet PACP standards. CONSULTANT may be authorized to provide PACP training and certification.

### E. Lift Station Assessment

The City may authorize the CONSULTANT to perform a condition and/or capacity assessment(s) of designated lift stations. The assessment may require specialized staff to evaluate and prioritize structural, electrical, mechanical, instrumentation, site conditions, hydraulics, pump performance, O&M history, SOPs, flow monitoring, etc. and recommend remedial measures to address observed deficiencies and estimated costs.

### F. Force Main/ARV Assessment

The City may authorize the CONSULTANT to undertake an assessment of the lift station force main(s) and ARV. The assessment would include the walking of force mains and documenting

observed depressions, wet soils, leaks, map location of ARV's, ARV condition, prioritized remedial measures and estimated costs.

**G. I/I Prioritization and Reduction**

City may authorize CONSULTANT to prioritize areas of the city for I/I reduction efforts and develop documentation to establish the baseline I/I and subsequent percentage reduction in I/I following remedial measures. This scope may include analysis of flow data or installing flow meters to obtain detailed flow data for I/I prioritization. Analysis may include evaluating the cost effectiveness of transport treatment options, flow equalization, I/I reduction, etc.

## III. Asset Management

**A. Software Upgrades**

The City may authorize the CONSULTANT to assist with the procurement, installation, implementation and training for software upgrades and additions to maintain compliance and improve overall wastewater system management.

**B. CityWorks Data Migration**

Wastewater system data may be developed through any number of different sources and information management systems. The City may authorize the CONSULTANT to migrate system inventory, performance, compliance, condition, risk, operations, and maintenance data from different software systems into the City's CityWorks Asset Management System.

**C. Mobile Solutions**

The City may authorize the CONSULTANT to assist with the implementation and enhancement of mobile technology devices and the migration of data from the mobile field devices into the City's CityWorks Asset Management System. This effort may include the development of custom data input templates for mobile devices and intranet, or Web based solutions for data migration.

**D. Information Systems Integration**

CONSULTANT may be authorized to facilitate integration of various software programs or databases from or to GIS and/or CityWorks. Such integration may include linking data from other software, such as Bentley, CityWorks, etc., for use in generating standardized reports for internal or regulatory compliance. Wastewater system asset inventory, performance, compliance condition assessment, risk assessment, operations, and maintenance, rehabilitation and improvement data may be located in a number of different information management systems. The City may authorize the CONSULTANT to develop protocols, common asset identification system, software, and hardware to integrate various wastewater information management systems within the City's overall Information Technology framework.

**E. CMOM Plan Development and Implementation**

CONSULTANT may be authorized to assist the City in the development and implementation of the CMOM (Capacity, Management, Operations and Maintenance) provisions. Tasks may include development of databases to track required progress, programing support to generate required reporting metrics, software/hardware upgrades, estimating least cost alternatives, training, SOP development, SSORP Plan development, FOG Plan development and updating narrative sections of the CMOM Plan.

**F. FOG Program Support**

CONSULTANT may be authorized to assist the City in the support and/or implementation of the FOG requirements that may include FOG Manual updates, software integration for monitoring and compliance reporting, software/hardware upgrades, inspection staff support, SOP development, training, cost estimating, public relations programs, and program evaluation.

**G. SSORP Program Support**

CONSULTANT may be authorized to assist the City in support and/or implementation of the SSO Response Plan and/or Lift Station Overflow Response Plan requirements. Task may include SSORP Manual updates, development of SOPs, software/hardware upgrades. SSO root cause analysis, CCTV in support of the SSORP, data analysis, training, cost estimating, software integration for monitoring and compliance reporting, Lift Station Overflow Response Plan (LSORP) support and implementation assistance.

**H. SSO Verification and Analysis**

CONSULTANT may be authorized to perform inspections and analysis to verify occurrences of SSOs, establish the probable cause, repair method and estimated costs. Task may also include preparation of SOPs, staff training, software/hardware upgrades, software integration for monitoring and compliance reporting, and support in minimizing SSO occurrences.

**I. GIS Mapping and Database Support**

The City has invested in an enterprise GIS architecture capable of addressing the spatial and asset management needs for all municipal government services. CONSULTANT may aid the City in pursuing a complete, new inventory of their utility infrastructure to be used within the City's GIS for asset management, modeling, and other functions. CONSULTANT may provide updated survey data of existing utilities in GIS format, digitization of project record drawings, updating of the geodatabases based on rehabilitation/replacement associated with this Project, assist in the development of a GIS management/update plan, etc. CONSULTANT may be tasked with evaluation of spatial data for identifying critical infrastructure and problem areas which can be used for prioritizing needs or to aid in reporting Program compliance. Exhibits may be created for public meetings or for communication with City Council or City management.

**J. Asset Risk Analysis and Prioritization**

The CONSULTANT may assist the City in a comprehensive risk of failure analysis and prioritization of its wastewater system assets. This analysis builds on the City's CMOM and condition assessment program to develop Likelihood of Failure, Consequence of Failure, and Risk of Failure analysis and rankings for all wastewater system assets. This analysis can be developed for manholes, pipes, lift stations and treatment facility assets. Using a common scoring approach, the risk results can be compared for assets in different asset groups. This analysis results in a quantitative risk score and ranking for all wastewater assets as the basis for determining the priority and funding requirements for system improvements.

**K. Funding Strategy Development**

The CONSULTANT may assist the City in assessing the funding requirements associated with compliance and the associated capital improvement program. The CONSULTANT may assist the City in evaluating funding options for near term capital improvements and the long-term system rehabilitation needs.

**L. Capital Improvement Planning**

The CONSULTANT may assist the City in prioritizing wastewater system improvements consistent with the requirements of the Program. Wastewater system improvements and rehabilitation needs will be organized into capital improvement projects and programmed into the City's Capital Improvement Program (CIP). The City's Indefinite Delivery Indefinite Quantity (IDIQ) program may be utilized to complete applicable system rehabilitation projects. The CONSULTANT may assist the City in capital improvement planning and ongoing CIP progress reporting and may assist in the preparation of bid specifications for IDIQ contracting and outsourcing.

**M. Long Term Asset Renewal Forecasting**

The CONSULTANT may assist the City in developing a long-term sustainability forecast for wastewater system assets. The long-term sustainability forecast is designed to predict the level of asset repair, rehabilitation or replacement required to maintain the City's standards of customer service and system performance over the coming decades. The long-term sustainability analysis looks at broad categories of assets that have similar useful lives and degradation profiles.

## IV. Remedial Measures

**A. IDIQ Implementation**

The City may authorize CONSULTANT to provide guidance and technical data in support of IDIQ contracts (by others). Data prepared by the CONSULTANT may be used to initiate remedial measures activities under the IDIQ contract(s). This scope of work may require coordination with the IDIQ consulting engineer and preparation of supporting maps, databases, preliminary remedial measures, and cost estimates.

**B. Rehabilitation/Replacement Alternatives Analysis**

Remedial measures analysis may be authorized to provide engineering evaluation of system deficiencies identified during condition assessment and capacity assessment activities. Defects identified during manhole inspection, smoke-testing, CCTV, FOG, etc. may be authorized for further analysis to establish the least cost remedial measure for each asset or additional investigations to establish best repair strategy.

**C. Collection System Rehabilitation or Replacement**

City may authorize CONSULTANT to evaluate mainline sewer rehabilitation alternatives including pipe bursting and cured in place pipe (CIPP) lining. Data from the condition assessment and/or capacity assessment work tasks may be used for preparing detailed remedial measures plans establishing the suitability for pipe bursting and/or CIPP lining of sewers. Provide staff support in contracting rehabilitation efforts including preparation of maps, plans, specifications, attribute database update and inspection if requested. Open cut alternatives may be authorized for detailed analysis to prepare engineering report(s), for use

in preparing design plans, development of specifications, attribute database update and construction inspection if requested. CONSULTANT may be authorized to analyze data collected during manhole inspection and prepare remedial measures plan for manhole rehabilitation. Task may include evaluation of manhole defects, develop prioritized listing of repairs, prepare database of recommended repairs, prepare design plans, maps and specifications for contactor use, construction inspection and asset attribute database update.

**D. Construction Administration/Observation**

The CONSULTANT may provide Construction Administrative and Observation services to assist the City in confirming that construction of a project is carried out in accordance with the requirements of the Contract Documents and the requirements of the City and regulatory agencies, within the project schedule, and with a minimum of disruption to ongoing activities. CONSULTANT will consult with and advise the City and act as its representative during construction. The construction services effort will have the goal of facilitating the construction to enable the work to progress in an efficient and cost-effective manner, while maintaining operations. CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s) (except as otherwise specified in the Contract Documents) or the safety precautions and programs incident to the Work of the Contractor(s). CONSULTANT may also provide a presence on the site through scheduled coordination meetings and inspections to provide quality control and monitoring for conformance with the design intent.

**E. Construction Scheduling**

CONSULTANT may be authorized to assist staff in scheduling the timing of various construction projects to comply with the Program requirements and funding limitations.

## V. Permitting and Regulatory

**A. Regulatory Compliance**

One critical outcome of monitoring and reporting may be the need to respond to new SSOs and other potential non-compliance events. A protocol for evaluating non-compliance may be developed under this task. Such evaluation may include a repeat-SSO analysis and risk assessment to determine the likelihood of failure and appropriate response mechanisms. The CONSULTANT would assist the City with meetings and communications with the EPA and TCEQ on the progress of the Program and other regulatory compliance issues. This task may also include assessment of responses to non-compliance and identification of areas of improvement, as needed. This tool is designed to assist the City with demonstrating that not only are improvements to the management of SSOs being accomplished, but a methodology for continuous improvement to the response mechanism is in place.

**B. Health and Safety**

City may authorize CONSULTANT to assist in preparation of updated health and safety manuals, SOPs, training and support for the health and safety of City staff, residents, and contractors.

## VI. Capacity Assessment

### A. Field Verification

CONSULTANT may be authorized to perform field verification to confirm site conditions, elevations, defect location(s), map update, sizes, materials, lengths, dimensions, etc. to confirm critical data. Field verification of potential capacity constraints may be authorized and may include installation of flow meters, rain gauges, level measurements, etc. to collect data for hydraulic model input, analysis, and report.

### B. Flow and/or Rainfall Monitoring

CONSULTANT may be authorized to install, operate, and maintain temporary and/or permanent flow and/or rainfall monitors at key locations within the City. Task may include analysis of data and preparing report(s) on findings and recommendations. CONSULTANT may be authorized to assist in preparing a permanent flow/rainfall meter network plan with recommendations for meter site locations, equipment, estimated costs and staff training.

### C. Pump Performance Testing

CONSULTANT may be authorized to perform pump performance tests to determine the performance of each pump and combination of pumps and prepare a report(s) on findings that may include comparison with design operating points, recommendations, and estimated cost of improvements. Analysis may be authorized to include force main C factor tests, flow tests, operating pressures, valve O&M, etc. necessary to evaluate lift station pumps.

### D. Gravity Line Capacity Analyses

CONSULTANT may be authorized to perform various levels of capacity analysis depending on subsequent use and level of accuracy requested by the City. Depending on the level of accuracy required, CONSULTANT may use the existing hydraulic model, perform site flow monitoring to gather specific flows or perform simple calculations based on existing system data to determine existing and future capacity. CONSULTANT may prepare a report(s) describing the methodology and assumptions used in preparing the capacity analysis.

### E. SSO Root Cause Analysis

CONSULTANT may be authorized to gather data to establish the root cause for SSOs. Such analysis may include performing CCTV or reviewing cleaning and CCTV data, determining if structural deficiencies, grease, debris, are contributing to the SSO, elevation survey, confirmation of pipe sizes, elopes, etc. and prepare report(s) identifying the probable cause with recommendations and estimated costs if requested.

## VII. General Engineering

### A. Topographic Survey

CONSULTANT may be tasked with providing topographic survey services to determine location and/or elevation data of various City infrastructure or property. CONSULTANT will provide field surveys, as required, including the necessary control points, coordinates, and elevations of points. Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 5, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.

### B. Subsurface Utility Engineering (SUE)

The CONSULTANT may perform engineering services which will result in accurately identifying the location of subsurface utilities that have a high potential for conflicts with the proposed improvements, and for acquiring and managing that level of information during the development of the project. These services shall conform to standards and guidelines as described in FHWA and ASCE Subsurface Utility Engineering publications. The final work shall be completed such that all known utilities with potential conflicts are graphically depicted in both a digital and hard copy/plan sheet format. For the purpose of this agreement, “locate” means to obtain precise horizontal and vertical position of the utility line by excavating a test hole. The test holes shall be done using vacuum excavation or comparable nondestructive equipment in a manner as to cause no damage to the utility line. After excavating a test hole, the CONSULTANT shall perform a field survey to determine the exact location and position of the utility line.

### C. Planning & Integrated Planning Support

The City is considering how best to incorporate the principles of Integrated Planning into the Program. This task assumes that at least some elements of integrated planning may be developed by the City for compliance. The task may include a review of the City's permitting requirements and management program in order to identify potential integration issues with the Program.

### D. Infrastructure Design - Plans & Specifications

CONSULTANT may study, verify, and implement recommendations including construction sequencing, connections to the existing facilities, and restoration of property and incorporate these recommendations into a set of construction plans. Development of the construction sequencing will be coordinated with the City and CONSULTANT staff. Prepare a set of the construction bid and contract documents (electronic and full-size hard copies using City Standards as applicable), including contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirement, and preparation of other contract and bid related items; specifications and drawings to fix and describe, for bid, the size and character of the entire project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis.

**E. City Standard Specifications and Details**

CONSULTANT may support City staff by providing review of documents prepared by others and/or recommendations for modifications to the documents. One goal may be to ensure all specifications and details conform to the various agency requirements and that they provide the guidance necessary for long-term compliance.

**F. Value Engineering**

CONSULTANT may be tasked with studying a project's functional relationships and cost of the project elements, identify and evaluate potential alternative concepts, and develop conceptual- level cost estimates for the "best-few" alternatives considered worthy of consideration for project value improvement. It is expected that the City's focus on sustainability will be reflected in the recommendations. CONSULTANT may recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the City.

## VIII. FEE FOR BASIC AND ADDITIONAL SERVICES

This project renewal has a budget cap of $1,572,389. For services authorized by the Director of Utilities, the City will pay the CONSULTANT a not to exceed fee per the negotiated cost for those work tasks requested. The negotiated fee will be based on agreed to hourly rates, equipment charges, unit prices and/or lump sum costs provided in each task Fee Schedule. CONSULTANT rates for FY 2024 are summarized in Attachment B. These rates may be negotiated annually. The Director of Utilities designee is responsible for assigning tasks to the CONSULTANT and approving monthly invoices. A summary of project tasks and committed funds is included in Attachment C.

## VIX. TERM

The Contract Amendment is renewed for a period of one (1) year pursuant to the same terms and conditions, as amended herein, with a new Contract expiration date of September 30, 2025.

**Contract Renewal**

Prior to the end of the Contract Term, the Contract may be amended and renewed for up to three additional years. Renewal is conditional upon satisfactory compliance with the terms of this Contract as determined by the City of Tyler.

# Attachment A - Scope of Services Task Description Summary

| Basic Services Code | Task Description | Work Order Item |
|---|---|---|
| 1 | Action Plan | I.A. |
| 2 | Program Coordination | I.B. |
| 3 | QA/QC - Advisory | I.C. |
| 4 | Project Scheduling | I.D. |
| 5 | Cost Estimating | I.E. |
| 6 | Information System Assessment | II.A |
| 7 | CityWorks/GIS Integration | II.B. |
| 8 | CityWorks Custom Programming | II.B. |
| 9 | CityWorks Reporting Templates | II.C. |
| 10 | Data Management | II.D. |
| 11 | TCEQ/EPA Reporting and Documentation | III.A |
| **Additional Services Code** | **Task Description** | **Work Order Item** |
| 12 | Public Relations and Outreach | I.A. |
| 13 | Presentation Support | I.B. |
| 14 | CIP/O&M Budget Planning | I.C. |
| 15 | Procurement/Contracts Management | I.D. |
| 16 | Program Modifications | I.E. |
| 17 | Transition Planning and Training | I.F. |
| 18 | CCTV & Line Cleaning Support | II.A. |
| 19 | Line & Manhole Inspections and Assessment | II.B. |
| 20 | Smoke Testing | II.C. |
| 21 | PACP Coding/Training | II.D. |
| 22 | Lift Station Assessment | II.E. |
| 23 | Force Main/ARV Assessment | II.F. |
| 24 | I/I Prioritization and Reduction | II.G |
| 25 | Software Upgrades | III.A |
| 26 | CityWorks Data Migration | III.B. |
| 27 | Mobile Solutions | III.C. |
| 28 | Information Systems Integration | III.D. |
| 29 | CMOM Development and Implementation | III.E. |
| 30 | FOG Program Support | III.F. |
| 31 | SSORP Program Support | III.G. |
| 32 | SSO Verfication and Analysis | III.H. |
| 33 | GIS Mapping and Database Support | III.I. |
| 34 | Asset Risk Analysis and Prioritization | III.J. |
| 35 | Funding Strategy Development | III.K. |
| 36 | Capital Improvement Planning | III.L. |
| 37 | Long Term Asset Renewal Forecasting | III.M. |
| 38 | IDIQ Implementation | IV.A. |
| 39 | Rehab/Replacement Alternatives Analysis | IV.B. |
| 40 | Collection System Rehabilitation/Replacement | IV.C. |
| 41 | Construction Administration/Observation | IV.D. |
| 42 | Construction Scheduling | IV.E. |
| 43 | Regulatory Compliance | V.A. |
| 44 | Health & Safety | V.B. |
| 45 | Field Verification | VI.A. |
| 46 | Flow and/or Rainfall Monitoring | VI.B. |
| 47 | Pump Performance Tests | VI.C. |
| 48 | Gravity Line Capacity Analyses | VI.D. |
| 49 | SSO Root Cause Analysis | Vi.E. |
| 50 | Topographic Survey | VII.A. |
| 51 | Subsurface Utility Engineering (SUE) | VII.B. |
| 52 | Planning & Integrated Planning Support | VII.C. |
| 53 | Infrastructure Design - Plans and Specifications | VII.D. |
| 54 | City Standard Specifications and Details | VII.E. |
| 55 | Value Engineering | VII.F. |

## CONTRACT MANAGER

The Director of Utilities, or designee, will be the Project Manager and will be the primary City contact person during performance of this work. The Project Manager may be changed at the City's sole discretion by notifying Pipeline Analysis LLC of the change through email or written notification (see below). All correspondence or inquiries should be addressed to the Project Manager.

This work will be coordinated by:

Tiffany Currie, P.E.
Tyler Water Utilities
Office: (903) 531-1206
Cell: (903) 649-0745
tcurrie@tylertexas.com

## APPROVALS

The undersigned have reviewed and approved this amendment and authorizes Pipeline Analysis LLC, through this Notice to Proceed, to perform the work as requested:

Authorized by:
Pipeline Analysis LLC:
1115 Main Street
Garland, Texas 75040
800-637-0164
mengels@pipelineanalysis.com

Mattie A. Engels June 24, 2024 (Date)

Mattie A. Engels, P.E., Vice -President
TBPE Firm No. F-6538

Authorized by:
City of Tyler

_____ _____ (Date)

Edward Broussard, City Manager
212 N Bonner Ave, Tyler, TX 75702
(903) 531-1250

## Attachment B

## FY2024 Rates

This section defines the rates for compensation for services that may be included as part of this project. Pipeline Analysis LLC will not begin work without specific approval of the scope and fee. Fees for Services associated with each task are an allowance with a not to exceed maximum fee. The task fee may be lump sum, time and materials, unit price or a combination. Monthly billings will provide the backup quantities completed, time records, materials, and direct costs in support of the billing. The hourly rates may be adjusted annually with City approval.

# Pipeline Analysis LLC

Fully Burdoned Hourly Rates

| | |
|---|---|
| Principal | $ 255 |
| Sr. Project Engineer | $ 226 |
| Project Engineer | $ 209 |
| Sr. Field Operations Manager | $ 225 |
| Field Operations Manager | $ 140 |
| Crew Leader | $ 79 |
| Technician | $ 58 |
| GIS Technician | $ 122 |
| General Labor/Clerical | $ 53 |
| Expense Multiplier | 1.05 |

# Attachment C
# Funding Commitments
# July 2024 – September 2025

## Amendment No. 1 Renewal No.1

| Item | Contract Service Code | Task Description | Detail | Amendment 1 Renewal 1 |
|---|---|---|---|---|
| 1 | 48 | Task VI - Capacity Assessment (WO1J) | Hydraulic Modeling Requests | $ 25,000.00 |
| 2 | 19 | Task II.Condition Assessment B. Line and Manhole Inspections and Assessment (WO1N) | Manhole Remedial Measures | $ 50,000.00 |
| 3 | 11 | Task III.Permitting and Regulatory A. TCEQ/EPA Reporting and Documentation (WO1O) | Overall Program Management/Reporting | $ 450,000.00 |
| 4 | 20 | Task II -Condition Assessment C. Smoke Testing (WO1P) | Smoke Test /Report Basin 14 and 18. | $ 86,644.00 |
| 5 | 18,19 | Task II -Condition Assessment A. CCTV/Line Cleaning Support (WO1S) | Group 7 (Basins 1, 2, 3, 5 and 20) | $ 11,783.00 |
| 6 | 18,19 | Task II.Condition Assessment B. Line and Manhole Inspections and Assessment (WO1V) | Group 8 CCTV Support, Manhole Inspection (Basins 8 & 15) | $ 276,194.00 |
| 7 | 29 | Task III. Permitting and Regulatory A. TCEQ/EPA Reporting and Documentation 2024 CMOM Update (WO1W) | 2024 CMOM Update | $ 32,698.00 |
| 8 | 23 | Task II -Condition Assessment F. Force Main/ARV Assessment (WO1X) | Force Main/ARV Assessment | $ 57,593.00 |
| 9 | 18,19 | Task II.Condition Assessment B. Line and Manhole Inspections and Assessment (WO1Y) | Group 9 CCTV Support, Manhole Inspection Basin 13 | $ 432,477.00 |
| 10 | TBD | Unspecified Contingency Work Tasks | To Be Determined | $ 150,000.00 |
| Total Amendment No1 Renewal No.1 Not to Exceed | | | | $ 1,572,389.00 |

# Attachment D
# Work Tasks

## Item 1 – Capacity Assessment (WO1J Service Code 48)

The purpose of this work order is to provide the requested technical assistance to the TWU staff in running the model, obtaining requested data, troubleshooting any capacity problems, evaluating the results and preparing technical reports on the findings. Requests may be initiated by TWU consulting engineers with TWU approval to perform the requested work. This work was initially approved under WO1J. The scope of approved services has not changed.

Total Allocated Funds: $25,000

## Item 2 – Manhole Inspection and Assessment (WO1N Service Code 19)

This work task is to continue those work tasks associated with problem manholes. The various requests from City staff, consultants, and contractors to inspect or assist in verifying manhole conditions/locations will utilize allocated funds. This work was initially approved under WO1N. The scope of approved services has not changed.

Total Allocated Funds: $50,000

## Item 3 – Overall Program Management/Reporting (WO1O Service Code 11)

The intent of the program management work order is to assist City staff in managing the consent decree. This includes managing multiple projects related to consent decree compliance. Duties include overseeing the fiscal integrity of the program, coordinate the various consulting engineers and contractors working on the program, prepare draft and final annual reports for TCEQ and EPA submittal, and prepare monthly status reports for city management staff and city council.

Pipeline Analysis LLC will not perform any design services associated with consent decree compliance. Pipeline Analysis may request data and assistance in gathering historical data from various consulting engineers to perform specific program management duties. Such assistance by design consultants will not create any conflict of interest nor exclude the design consultant from future design consideration. This management includes work designated for Halff as a subconsultant. This work was initially approved under WO1O. The scope of approved services has not changed.

Total Allocated Funds: $450,000

## Item 4 – Smoke Test /Report Basins 14 and 18 (WO1P Service Code 20).

The intent of smoke testing is to identify and document Rainfall Dependent Infiltration/Inflow (RDII) defects and recommend repairs. Smoke testing data will be used to prepare remedial measures for defects identified on public mains and private laterals. This work item is a continuation of work in progress and initially approved under WO1P. The scope of approved services has not changed.

Total Allocated Funds: $86,644

## Item 5 –Group 7-Basins 1, 2, 3, 5 and 20 (WO1S Service Code 18 and 19)

Closed Circuit Television (CCTV) inspection for Basins 1, 2, 3, 5 and 20 was performed by others and the video and logs were provided to Pipeline Analysis for review and analysis. It is anticipated that lines not previously CCTV'd, due to access, was included in this analysis. The information gathered during CCTV review was used to develop the mainline condition assessment and remedial measures plan as it relates to mainline gravity sewers. This item is a continuation of WO1S and specifically involves completion of the final Group 7 Remedial Measures Plan for submittal to TCEQ and EPA. The scope of approved services has not changed.

Total Allocated Funds: $11,783

## Item 6 – Group 8 CCTV Support, Manhole Inspection Basins 8 & 15 (WO1V Service Code 18 and 19)

This work task will perform a condition assessment of manholes and pipelines within the designated study areas Basins 8 and 15 under the CMOM Plan that requires re-inspection of manholes and pipelines on a seven (7) year cycle. To simplify the assessment, all sewar mainlines, regardless of size, will be cleaned and inspected within the study areas. The information gathered during manhole and pipeline inspection will be used to prepare the condition assessment and remedial measures plan as it relates to Basin 8 and 15 assets. This item is a continuation of WO1V. The scope of approved services has not changed.

Total Allocated Funds: $276,194

## Item 7 - 2024 CMOM Update (WO1W Service Code 29)

The intent of this work task is to prepare an update of the existing CMOM Plan to incorporate changes within the TWU organization and build on processes and procedures used to implement the CMOM. This item is a continuation of WO1W. The scope of approved services has not changed.

Total Allocated Funds: $32,698

## Item 8 - Force Main/ARV Assessment (WO1X Service Code 23)

Force mains convey wastewater flows under pressure and represent about 3% of the City's wastewater system pipes but are generally considered some of the most critical pipes in the system. Force mains typically consist of materials that are less commonly used in gravity sewer systems. Ferrous materials are susceptible to both internal corrosion from the wastewater flow and hydrogen sulfide gases, as well as external corrosion due to the environment in which the pipe is buried. The force main design will often include air release valves (ARVs) to be installed at the high points along the force main. These ARVs are often at a high-risk failure point due to them being mechanical and being subjected to corrosion.

The intent of this work task is to aid City staff by performing the 2024 inspection of force mains and ARVs. Prioritized recommendations and estimated costs for improvements will be provided at the conclusion of the inspections. This item is a continuation of WO1X. The scope of approved services has not changed.

Total Allocated Funds: $57,593

## Item 9 - Group 9 CCTV Support, Manhole Inspection Basin 13 (WO1Y Service Code 18 and 19)

This work task will perform a condition assessment of manholes and pipelines within the designated study area Basin 13 under the CMOM Plan that requires re-inspection of manholes and pipelines on a seven (7) year cycle. To simplify the assessment, all sewar mainlines, regardless of size, will be cleaned and inspected. The information gathered during manhole and pipeline inspection will be used to prepare the condition assessment and remedial measures plan as it relates to Basin 13 assets. Funding under Amendment No. 1 Renewal No.1 provides adequate funding of this task through September 2025. This work order schedule will extend beyond the funding period. Work order WO1Y is pending, with anticipated notice to proceed in January 2025.

Total Allocated Funds: $432,477 Total Un-allocated Funds: $89,965
Total Work Order: $522,442

## Item 10 - Unspecified Contingency Work Tasks (To be Determined)

Item 10 provides $150,000 for contingency work tasks authorized by TWU project manager. To date, no contingency has been authorized.

Total Allocated Funds: $150,000

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-4

**Date:** July 10, 2024

**Subject:** Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to Downs Commercial and Residential Investments, LLC.

**Item Reference:**

Downs Commercial and Residential Investments, LLC has purchased property located near the intersection of Farm-to-Market 848 and South Hill Creek Road near Lake Tyler. The property is subdivided into four tracts, which are used for single-family homes and duplexes. The property is currently being accessed by a single driveway that crosses City-owned property to South Hill Creek Road. There is currently an access agreement with Delta Plus Corporation and we are requesting to change the access agreement to Downs Commercial and Residential Investments, LLC.

Tyler Water Utilities staff has reviewed the request for an access agreement and recommends approval. The fee of $250.00 has been paid in accordance with the City of Tyler Code of Ordinances. A copy of the Agreement for Access is attached for review.

**RECOMMENDATION:**

**It is recommended that the City Council authorize the City Manager to execute an Agreement for Access across City-owned property at Lake Tyler to Downs Commercial and Residential Investments, LLC.**

**Attachments:**
Downs Access Agreement

**Drafted/Recommended By:**
**Department Leader** Kate Dietz, P.E. / Director of Utilities

**Edited/Submitted By:**
**City Manager**

# NON-TRANSFERABLE
# AGREEMENT FOR ACCESS

**THIS CONTRACT AND AGREEMENT** entered into the date last herein written by and between the City of Tyler, Texas, hereinafter called CITY, and OR, hereinafter called PERMITTEE:

## WITNESSETH

PERMITTEE is hereby granted, subject to the conditions hereinafter set out and agreed upon by PERMITTEE, a right in ingress and egress over and across a parts of the following described land owned by CITY for access to property owned by PERMITTEE from the public road or Lake Tyler Road hereinafter named or described:

See Attached Field Notes.

1. The rights may not be transferred or assigned, in whole or in part, without the CITY'S prior written consent. Any exercise of such right by any person, firm or corporation other than PERMITTEE without the written consent of CITY shall be grounds for the termination of all rights hereunder. It is expressly provided, however, that CITY'S failure to terminate this agreement is not and shall not be construed as a waiver of its right to do so, nor as CITY'S acquiescence in such additional or extended use.

2. The rights granted hereunder may be terminated by CITY upon thirty (30) days written notice to PERMITTEE when, in the sole and exclusive judgment of the Governing Body of CITY, such termination would be in the best interest of CITY. PERMITTEE expressly agrees that CITY shall not be liable for any damage or injury resulting from any termination limitation of this instrument or the rights hereunder. The notice required hereunder shall be conclusively deemed given to PERMITTEE when mailed to the address of PERMITTEE as shown in this instrument.

3. The location of all roads and means of access constructed hereunder shall be constructed, maintained and repaired in accordance with the above legal description and as shown on the attached plat by PERMITTEE and at PERMITTEE'S sole expense. CITY shall not be liable or responsible for any such cost.

4. CITY shall never be liable for any damage or injury resulting or allegedly resulting from the construction, operation, maintenance, repair or use of any road or accessway hereunder. PERMITTEE agrees to indemnify and hold harmless CITY from any and all claims for injury and/or damage resulting, directly or indirectly, from CITY'S execution of this instrument or the rights and privileges granted hereby.

5. PERMITTEE shall not, without prior written consent of CITY, remove or alter any improvements placed upon property owned by CITY.

6. By execution of this instrument, PERMITTEE expressly accepts and agrees to all its terms and agrees to be bound thereby.

**EXECUTED** this _____ day of _____, A. D., 20____.

**PERMITTEE:**

_____

**DOWNS COMMERCIAL AND RESIDENTIAL INVESTMENTS, LLC, by WILLIAM DOWNS**

**CITY OF TYLER, TEXAS:**

_____

**EDWARD BROUSSARD, CITY MANAGER**

**ATTEST:**

_____

**CASSANDRA BRAGER**
**CITY CLERK**

**STATE OF TEXAS** §
§
**COUNTY OF SMITH** §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by **WILLIAM DOWNS for DOWNS COMMERCIAL AND RESIDENTIAL INVESTMENTS, LLC, by WILLIAM DOWNS**.

_____
Notary Public, in and for the State of Texas

Surveyed Centerline 30 foot wide easement
Isaac Casey Survey, A-203
Smith County, Texas

BEING the centerline of a 30 foot wide access easement located in the Isaac Casey Survey, A-203, Smith County, Texas and being the same easement described in Agreement for Access between the City of Tyler and the City of Whitehouse, dated March 25, 1999, and recorded in Volume 4880 Page 338 of the Official Public Records of Smith County, Texas and being across The City of Tyler called 66.765 acre tract described in Volume 603, Page 414 of the Deed Records of Smith County, Texas and being more particularly described as follows:

The basis of orientation is the Texas Coordinate System, NAD 83, North Central Zone. Observations were taken on control monuments found at a re-entrant corner of said 66.765 acre tract and a 5/8 inch iron rod set on a westerly south boundary line of same and are tied to the Leica Geosystems SmartNet station Tyler-TJC-1.

COMMENCING at a 5/8 inch iron rod found for the northwest corner of Tract 1 of the Delta Plus Corp. (Volume 3153, Page 598) and the re-entrant corner of The City of Tyler 66.765 acre tract cited above, and a northerly corner of the Clyde Weaver called 26.90 acre tract (Volume 2269, Page 465); THENCE S 89°01'16" W 208.79 feet to a 60D nail set for the PLACE OF BEGINNING, for the centerline herein, being in the north boundary line of Tract 5, Driveway Easement for Delta Plus Corp. (Volume 3153, Page 598

THENCE along the centerline of said easement as follows: N 38°06'57" E 33.38 feet to a 60D nail, set for angle break; N50°47'06" E 48.44 feet to a 60D nail for angle break; and N60°25'38" E 87.46 feet to a 60D nail for the Termination Point in the southwest right of way of Hillcreek Road.

It is the intent that the side lines of this easement shall be extended and shortened to begin and terminate in the cited boundaries.

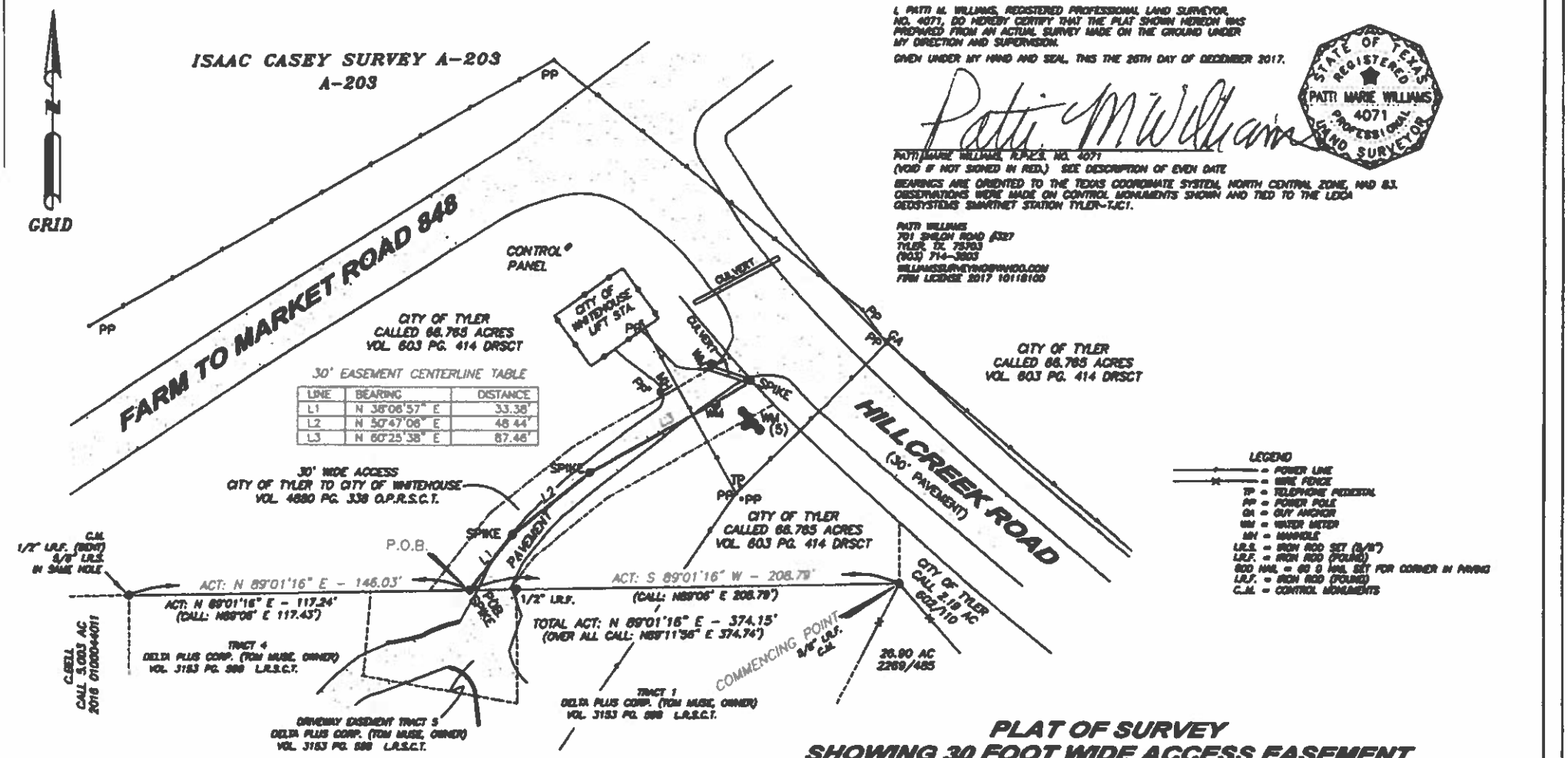
I, Patti Marie Williams, Registered Professional Land Surveyor No. 4071, do hereby certify this description was prepared from the result of a survey performed on the ground, under my direction and supervision during the month of December 2017.

Given under my hand and seal, this the 26th day of December 2017.

Patti M Williams

Patti Marie Williams, RPLS
State of Texas No. 4071
Not valid unless signed in red ink.
See plat of even date.






I, PATTI M. WILLIAMS, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4071, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

GIVEN UNDER MY HAND AND SEAL, THIS THE 26TH DAY OF DECEMBER 2017.

STATE OF TEXAS
REGISTERED
PATTI MARIE WILLIAMS
4071
PROFESSIONAL
LAND SURVEYOR

Patti M. Williams

PATTI LOUISE WILLIAMS, R.P.L.S. NO. 4071
(VOID IF NOT SIGNED IN RED.) SEE DESCRIPTION OF EVEN DATE

BEARINGS ARE ORIENTED TO THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83. OBSERVATIONS WERE MADE ON CONTROL MONUMENTS SHOWN AND TIED TO THE LEICA GEOSYSTEMS SMARTNET STATION TYLER-TJCT.

PATTI WILLIAMS
701 SHALON ROAD (USE)
TYLER, TX. 75703
(903) 714-3803
WILLIAMSSURVEYING@WINDSTREAM.NET
FIRM LICENSE 2017 10118100

EASEMENT TO SERVE CITY OF WHITEHOUSE & PROPERTY ADDRESSED: 11774, 11778, 11780, 11782, 11788 & 11794 S HILLCREEK ROAD WHITEHOUSE, TEXAS

# PLAT OF SURVEY
## SHOWING 30 FOOT WIDE ACCESS EASEMENT RECORDED IN VOL. 4880, PG. 338, O.P.R.S.C.T. LOCATED ON THE CITY OF TYLER CALLED 66.765 ACRE TRACT DESCRIBED IN VOL. 603 PAGE 414, D.R.S.C.T. AND ISAAC CASEY SUR., A-203, SMITH COUNTY, TEXAS
## SCALE 1" =50'

# Smith County

## DO NOT REMOVE

## THIS PAGE IS PART OF THE INSTRUMENT

Filed for Record in
Smith County, Texas
2/14/2018 9:06:39 AM
Fee: $45.00
20180100005525

AGREEMENT
Deputy -Veronica Arteaga

I hereby certify that this instrument was filed and duly recorded in the Official Public Records of Smith County, Texas

Karen Phillips
County Clerk

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-5

**Date:** July 10, 2024

**Subject:** Request that the City Council consider authorizing the City Manager to release a sanitary sewer easement across part of the property of My Garage Glenwood, LLC.

**Item Reference:**

In January 1940, Gordon Simpson, Z.J. Spruiell granted a ten (10) feet wide sanitary sewer easement located across 3.373 acres of land in the J. Gilbert Survey, A-392 Smith County, TX, which was recorded in Document No. 202101039893 in the Official Public Records of Smith County.

At this time, the City wishes to release this portion of the easement due to the sewer line relocation.

This request has been reviewed by staff and it has been verified that this portion of the easement is no longer needed and can be released at this time.

**RECOMMENDATION:**

**Request that the City Council consider authorizing the City Manager to release a sanitary sewer easement across part of the property of My Garage Glenwood, LLC.**

**Attachments:**
Executed Partial Release of Easement - My Garage Glenwood

**Drafted/Recommended By:**
**Department Leader** Kate Dietz, P.E. / Director of Utilities

**Edited/Submitted By:**
**City Manager**

# PARTIAL RELEASE OF EASEMENT

**STATE OF TEXAS** §

**COUNTY OF SMITH** §

**Grantor:** **The City of Tyler, Texas**

**Grantor's Address:** **212 N. Bonner Ave. Tyler, Texas 75702**

**Effective Date:** January 31st, 2024

Grantor, named above, releases, relinquishes, surrenders, and quitclaims to the present owner, My Garage Glenwood, LLC, a Texas limited liability company, as Grantee all of Grantor's right, title, and interest in and to a ten (10') feet wide strip of land Smith County, Texas, being a portion of said Easement described in a Right of Way Agreement dated January 3, 1940, from Gordon Simpson, Z. J. Spruiell, R. H. Hedge and H. E. Lasseter to the City of Tyler, Texas, and recorded in Volume 401, Page 519 of the Deed Records of Smith County, Texas.

This Release of Easement covers the portion of said Right of Way shown on the EXHIBIT "A" attached hereto that is lying over and across 3.373 acres of land, more or less, in the J. Gilbert Survey, A-392 Smith County, Texas, being the same land described in that certain Special Warranty Deed with Vendor's Lien dated September 21, 2021 from 10X Glenwood, LLC to My Garage Glenwood, LLC as recorded in Document No. 202101039893 in the Official Public Records of Smith County, Texas.

EXECUTED this 31st day of January, 2024.

**The City of Tyler, Texas**

Edward Brousard

**By: Edward Brousard, City Manager**

**Approved By:** Aleshia L. Buckner

STATE OF TEXAS

COUNTY OF SMITH

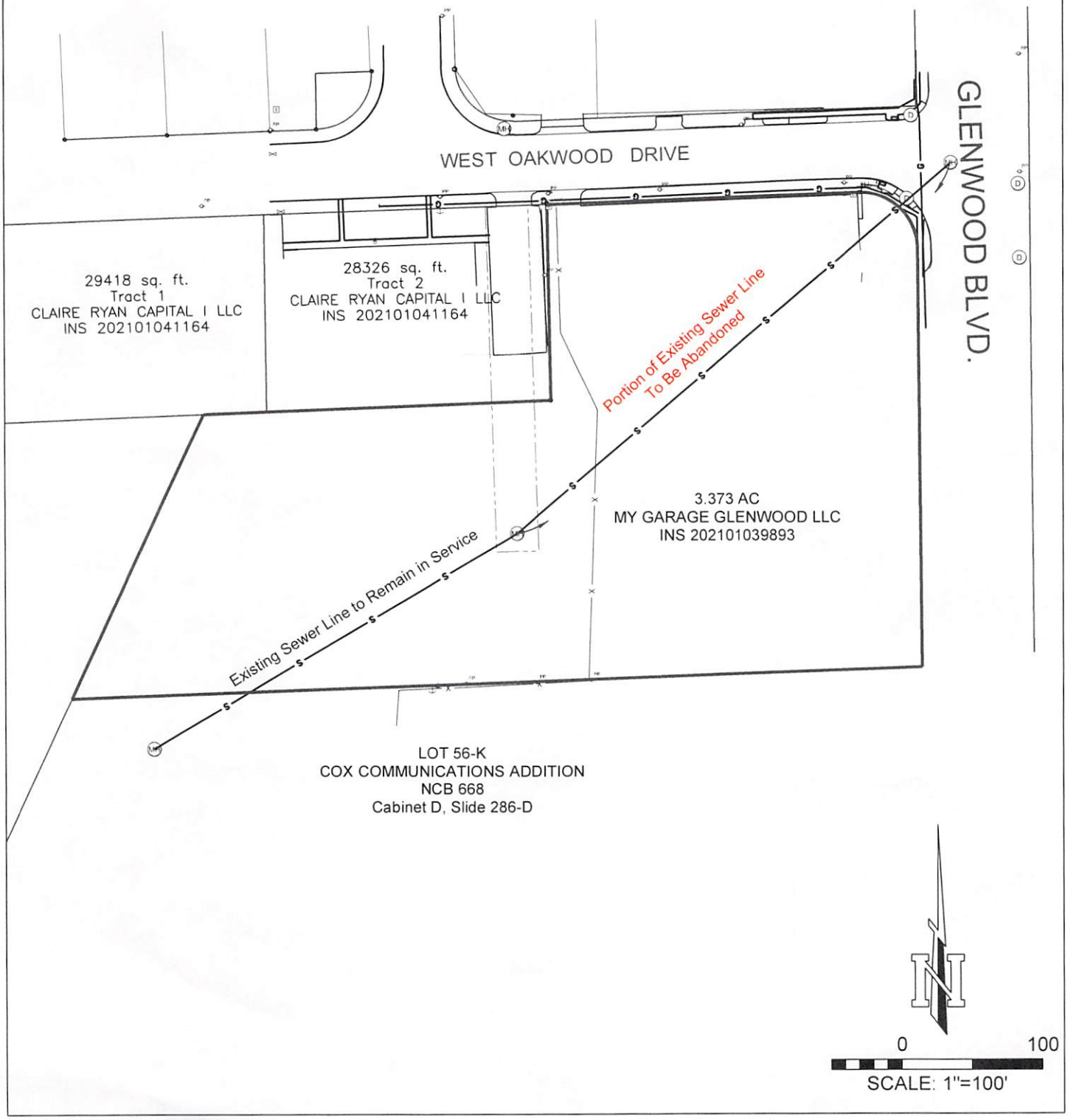
This instrument was acknowledged before me on the 31st day of January, 2024, by Edward Brousard, City Manager for the City of Tyler, Texas on its behalf.

CASSANDRA BRAGER
Notary Public
STATE OF TEXAS
ID# 206883-5
My Comm. Exp. March 28, 2025

Cassandra Brager

Notary Public, State of Texas

EXHIBIT A




KSA
140 E. Tyler St., Suite 600 Longview, Texas 75601
T. 903-236-7700 F. 903-236-7779
www.ksaeng.com
TBPLS FIRM REG. NO. 1011500

CITY OF TYLER
J. GILBERT SURVEY, A-392
SMITH COUNTY, TEXAS

EXHIBIT A
SHOWING EXISTING SEWER
ACROSS THE PROPERTY OF
MY GARAGE GLENWOOD LLC

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-6

**Date:** July 10, 2024

**Subject:** Request that the City Council consider authorizing the City Manager to release a sanitary sewer easement across part of the property of Deron Dacus.

**Item Reference:**

In June 1965, a sanitary sewer easement located across 11.122 acres of land in the E.N. Stringer Survey, A-945, N. Niblack Survey A-753, and T.L. Green Survey A-375 in Smith County, TX which was recorded in Document No. 20070100047210 in the Official Public Records of Smith County.

At this time, the City wishes to release this portion of the easement due to the sewer line relocation.

This request has been reviewed by staff and it has been verified that this portion of the easement is no longer needed and can be released at this time.

**RECOMMENDATION:**

**Request that the City Council consider authorizing the City Manager to release a sanitary sewer easement across part of the property of Deron Dacus.**

**Attachments:**
Executed Release of Easement - Deron Dacus

**Drafted/Recommended By:**
**Department Leader** Kate Dietz, P.E. / Director of Utilities

**Edited/Submitted By:**
**City Manager**

# RELEASE OF EASEMENT

**STATE OF TEXAS**

**COUNTY OF SMITH**

**Grantor:** **The City of Tyler, Texas**

**Grantor's Address:** **212 N. Bonner, Tyler, Texas 75702**

**Effective Date:** ~~January~~ March 16, 2022

Grantor, named above, releases, relinquishes, surrenders, and quitclaims to the present owner, Deron Dacus, as Grantee of the surface of the lands described below, being all of Grantor's right, title and interest in the following Easement:

A portion of the Easement dated June 8, 1965, from Pine Brook Addition, Inc., a Texas Corporation to the City of Tyler, Texas, and recorded in Volume 1168, Page 287 of the Deed Records of Smith County, Texas.

This Release of Easement covers the portion of said Easement lying over and across a 11.122 acre tract of land, in the E.N. Stringer Survey, A-945, N. Niblack Survey A-753 and T. L. Green Survey A-375 in Smith County, Texas, said 11.122 acres being more fully described in that certain General Warranty Deed dated May 22, 2007 from Making Life Easy LLC to Deron Dacus as recorded in Document #20070100047210 of the Official Public Records of Smith County, Texas.

EXECUTED this 16th day of March, 2022.

**The City of Tyler, Texas**

**By:** Edward Broussard
**Name:** Edward Broussard
**Its:** City Manager
Approved

STATE OF TEXAS

COUNTY OF SMITH

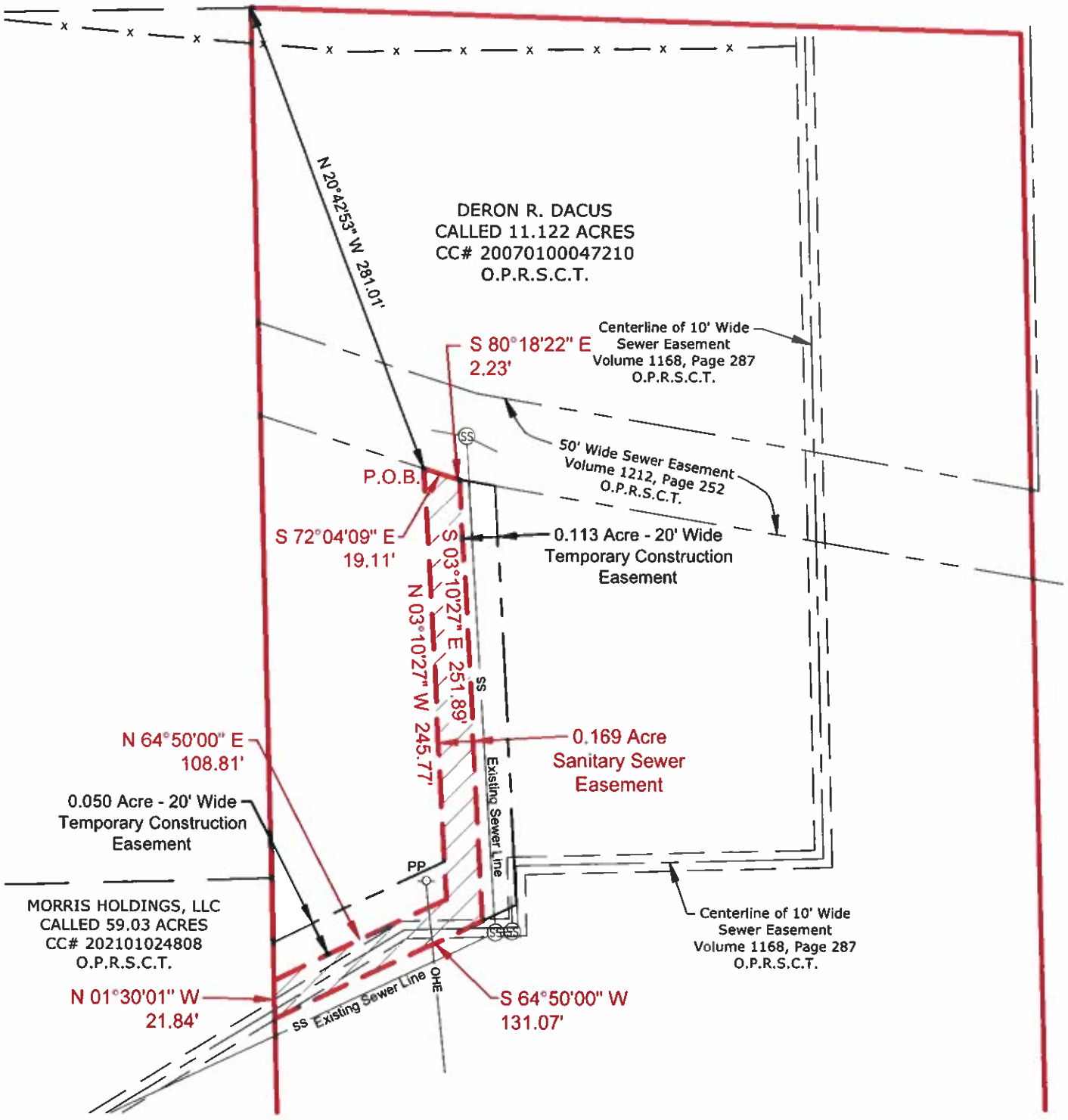
This instrument was acknowledged before me on the 16th day of March, 2022, by Edward Broussard, as City Manager of the City of Tyler, Texas on its behalf.

CASSANDRA BRAGER
Notary Public
STATE OF TEXAS
ID# 2006[illegible]
My Comm. Exp. March 28, 2025

Cassandra Brager
Notary Public, State of Texas

Exhibit "B"

SANITARY SEWER EASEMENT
Part of a Called 11.122 Acre Tract
Clerk's File No. 20070100047210
N. Stringer Survey, A-945
Tyler, Smith County, Texas




Contract No.: 202117
Date: October 5, 2021
Drawn By: R.T.W.

0 80 160

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-7

**Date:** July 10, 2024

**Subject:** Request that the City Council consider authorizing the City Manager to sell a permanent Easement to Atmos Energy for $236,526.00 for the installation of a pipeline on City-owned property at Lake Tyler and to execute all documents necessary to accomplish the same.

**Item Reference:**

Atmos Energy Corporation seeks to acquire a 75-foot-wide permanent pipeline easement and a 50-foot-wide temporary workspace easement located in the D. Love Survey Abstract 573, Smith County, Texas. The agreed sale amount for the easement is $236,526.00, which was the value determined by the City's appraisal, and the easement would be located on City property at Lake Tyler (see attached map of proposed easement). The City's property where the pipeline would be placed is currently open space.

**RECOMMENDATION:**

**It is recommended that the City Council consider authorizing the City Manager to sell a permanent Easement to Atmos Energy for $236,526.00 for the installation of a pipeline on City-owned property at Lake Tyler and to execute all documents necessary to accomplish the same.**

**Attachments:**
Metes & Bounds Description and plat of Acquired Easement Property
Aerial Map of City Property
Atmos Proposed Easement - City of Tyler - DRAFT (for Council Apprvl)

**Drafted/Recommended By:**
**Department Leader** Kate Dietz, P.E. / Director of Utilities

**Edited/Submitted By:**
**City Manager**

KSA

140 East Tyler Street, Suite 600
Longview, TX 75601
903.236.7700



**ATMOS ENERGY CORPORATION**
**TRACT 342-2**
**CITY OF TYLER**
**D. LOVE SURVEY, A-573**
**SMITH COUNTY, TEXAS**

Being a metes and bounds description for a 75' wide permanent pipeline easement and a 50' wide temporary workspace easement, situated in the D. Love Survey Abstract 573, Smith County, Texas and being a portion of a called 180.387 acre tract which was conveyed to City of Tyler, as Tract 1, by an instrument recorded in Vol. 632, Pg. 599, Deed Records Smith County, Texas, (DRSCT), and being more particularly described by metes and bounds as follows:

**DESCRIPTION OF 75' WIDE (2.608 AC.) PERMANENT PIPELINE EASEMENT**
**ATMOS LINE S2 REPLACEMENT**

**BEGINNING** at a point on the east boundary line of said 180.387 acre tract, same being the west boundary line of a called 138.186 acre tract which was conveyed to City of Tyler, by an instrument recorded in Vol. 678, Pg. 399, (DRSCT), and having Texas State Plane Coordinate System (NAD83) North Central Zone values of N=6799692.81 and E=2995108.97, from which a 1" iron pipe found for the northwest corner of said 138.186 acre tract, same being the northeast corner of said 180.387 acre tract, bears N 1°53'20" W, 449.36 feet;

**THENCE** S 19° 30' 26" W, a distance of 161.78 feet to an angle point;

**THENCE** S 89° 54' 16" W, a distance of 1308.89 feet to the point of intersection with the west boundary line of said 180.387 acre tract, same being the east boundary line of a called 74.442 acre tract which was conveyed to Marshall Neil, by an instrument recorded in Vol. 1732, Pg. 794, (DRSCT), also being the southeast corner of a 75' wide permanent pipeline easement which was conveyed to Atmos Energy, by an instrument recorded in INS# 202301019525, Official Public Records Smith County, Texas, (OPRSCT), from which a 3/8" iron rod found for the southeast corner of said 74.442 acre tract, bears S 1°48'32" E, 333.34 feet;

**THENCE** N 1° 48' 32" W, along the common line between said 180.387 acre tract, and said 74.442 acre tract, a distance of 75.03 feet to the northeast corner of said 75' wide permanent pipeline easement;

**THENCE** N 89° 54' 16" E, a distance of 1258.23 feet to an angle point;

**THENCE** N 19° 30' 26" E, a distance of 300.29 feet to the point of intersection with the east boundary line of said 180.387 acre tract, same being the west boundary line of the aforementioned 138.186 acre tract;

**THENCE** S 1° 53' 20" E, along the common line of said 180.387 acre tract, and said 138.186 acre tract, a distance of 205.59 feet to the **PLACE OF BEGINNING** and containing 2.608 acres of land, more or less.

**DESCRIPTION OF 50' WIDE (1.654 AC.) TEMPORARY WORKSPACE EASEMENT**
**ATMOS LINE S2 REPLACEMENT**

**BEGINNING** at a point on the east boundary line of said 180.387 acre tract, same being the west boundary line of the aforementioned 138.186 acre tract, and having Texas State Plane Coordinate System (NAD83) North Central Zone values of N=6799692.81 and E=2995108.97, from which a 1" iron pipe found for the northwest corner of said 138.186 acre tract, same being the northeast corner of said 180.387 acre tract, bears N 1°53'20" W, 449.36 feet;

**THENCE** S 1°53'20" E, along the common line between said 180.387 acre tract, and said 138.186 acre tract, a distance of 137.06 feet to an angle point;

THENCE S 19° 30' 26" W, a distance of 69.44 feet to an angle point;

THENCE S 89° 54' 16" W, a distance of 1342.66 feet to the point of intersection with the west boundary line of said 180.387 acre tract, same being the east boundary line of the aforementioned 74.442 acre tract, also being southeast corner of a 50' wide temporary workspace which was conveyed to Atmos Energy, by an instrument recorded in INS# 202301019525, (OPRSCT);

THENCE N 1°48'32" W, along the common line between said 180.387 acre tract, and said 74.442 acre tract, a distance of 50.02 feet to the northeast corner of said 50' wide temporary workspace, from which a 3/8" iron rod found for the southeast corner of said 74.442 acre tract, bears S 1°48'32" E, 333.34 feet;

THENCE N 89° 54' 16" E, a distance of 1308.89 feet to an angle point;

THENCE N 19° 30' 26" E, a distance of 161.78 feet to the **PLACE OF BEGINNING** and containing 1.654 acres of land, more or less.

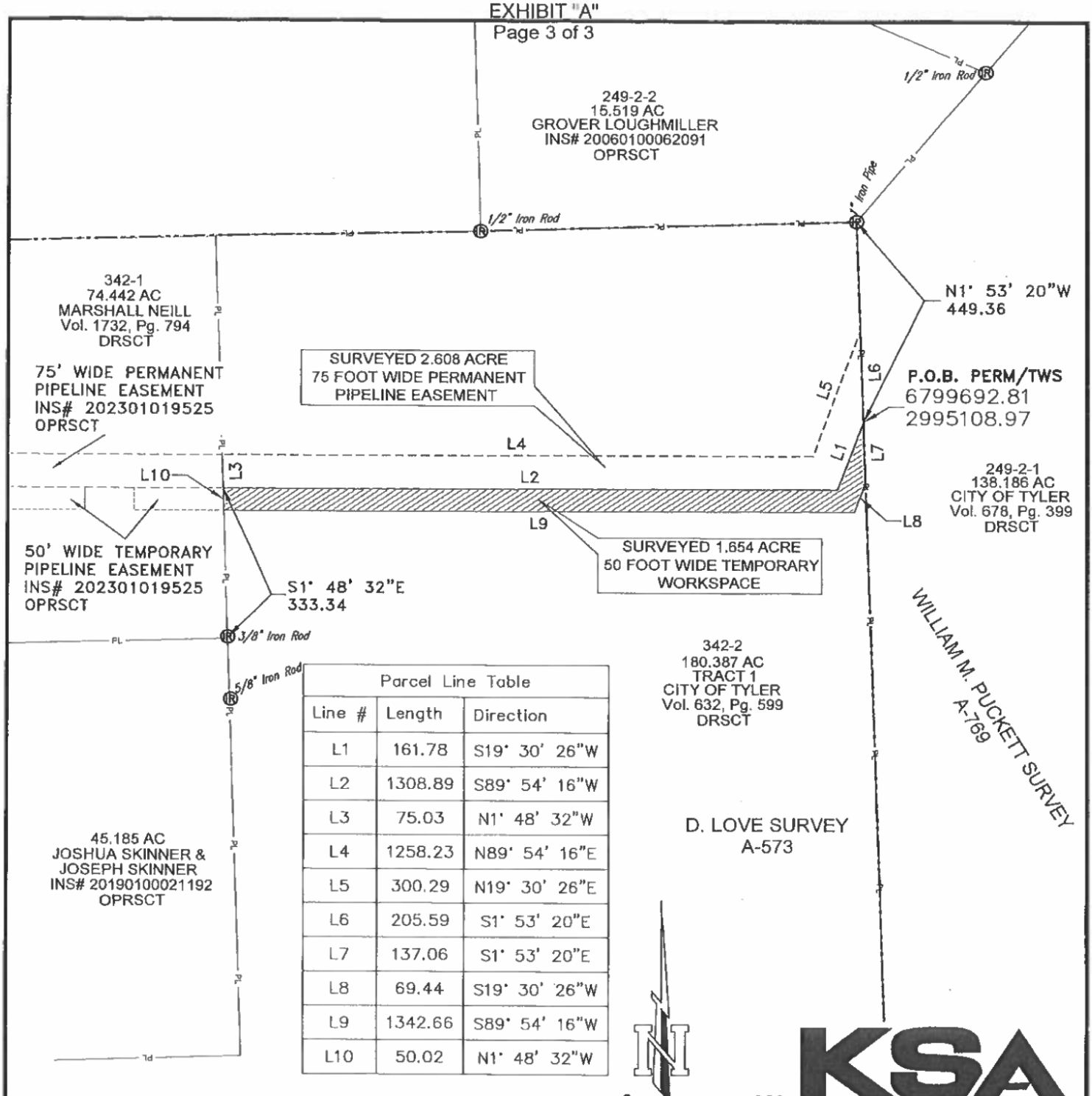
The bearings recited herein are based on the Texas State Plane Coordinate System, (NAD83) North Central Zone. This description and corresponding plat were prepared from a survey made on the ground under my supervision.

Dave B. Crim 23-January-2024

Dave Brian Crim Date
Registered Professional Land Surveyor
Texas Registration No. 6665



EXHIBIT "A"
Page 3 of 3




| Parcel Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 161.78 | S19° 30' 26"W |
| L2 | 1308.89 | S89° 54' 16"W |
| L3 | 75.03 | N1° 48' 32"W |
| L4 | 1258.23 | N89° 54' 16"E |
| L5 | 300.29 | N19° 30' 26"E |
| L6 | 205.59 | S1° 53' 20"E |
| L7 | 137.06 | S1° 53' 20"E |
| L8 | 69.44 | S19° 30' 26"W |
| L9 | 1342.66 | S89° 54' 16"W |
| L10 | 50.02 | N1° 48' 32"W |

KSA
140 E. Tyler St., Suite 600 Longview, Texas 75601
T.903-236-7700 F.903-236-7779
www.ksaeng.com
TBPLS FIRM REG. NO. 1011500

The bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System (NAD83) North Central Zone.

I hereby certify that this plat and metes and bounds description were prepared from a survey made on the ground under my supervision.

STATE OF TEXAS
REGISTERED
DAVE BRIAN CRIM
6665
PROFESSIONAL
LAND SURVEYOR

23-January-2024

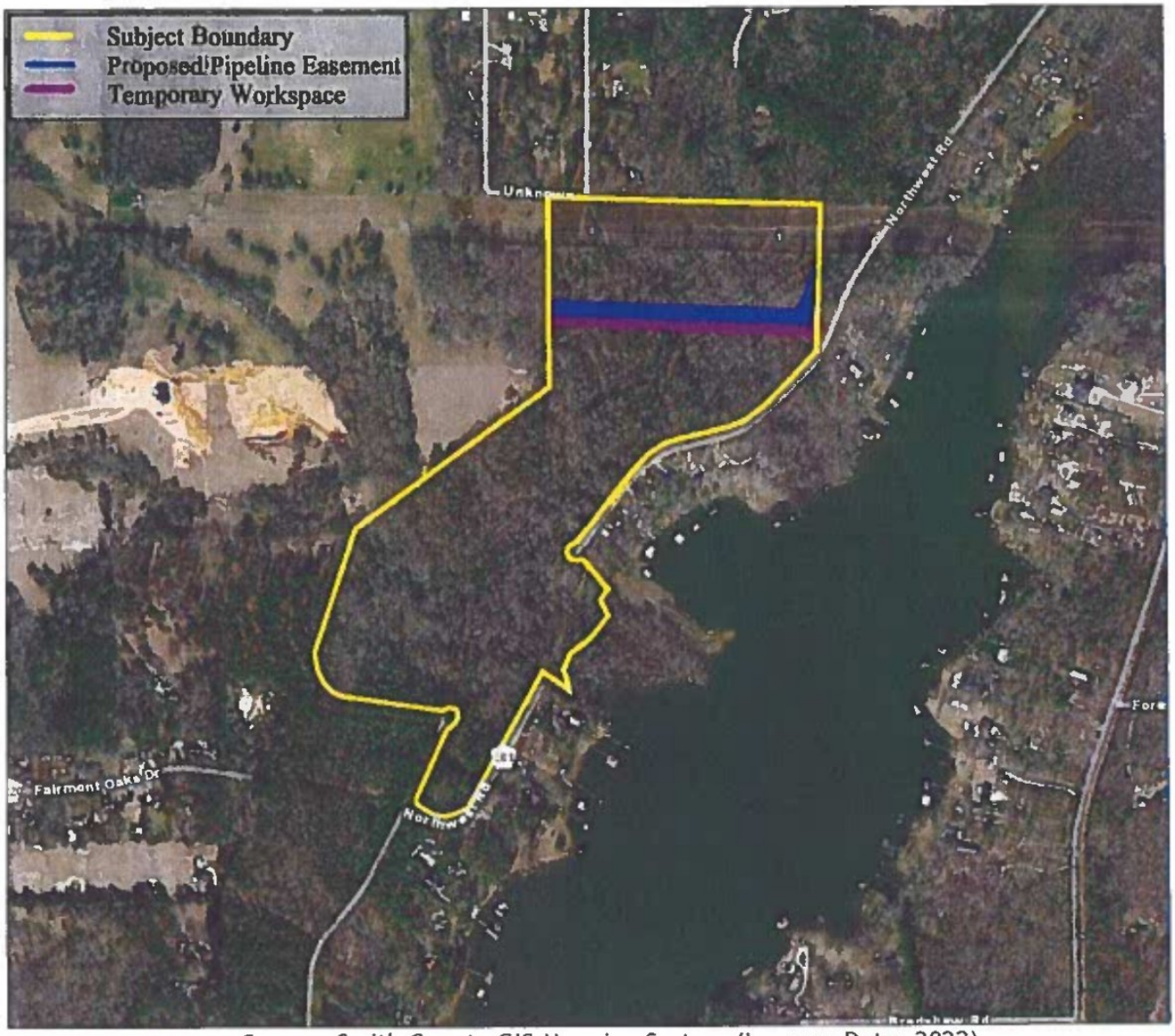
Dave Brian Crim — Date
Registered Professional Land Surveyor
Texas Registration No. 6665

| TRACT 342--2 | SHT 3OF3 |
|---|---|

ATMOS ENERGY CORPORATION
EXHIBIT PLAT SHOWING
2.608 ACRE 75' WIDE PERMANENT PIPELINE EASEMENT &
1.654 ACRE 50' TEMPORARY WORKSPACE
ON THE PROPERTY OF
CITY OF TYLER
D. LOVE SURVEY, A-573
SMITH COUNTY, TEXAS

| DRAWN BY:CBH | DATE: 8-31-2023 |
|---|---|
| SCALE: 1"=300' | DWG. NO. |

# PROPERTY AERIAL




Source: Smith County GIS Mapping System (Imagery Date: 2022)
Note: Location of boundary and easements are approximate.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Line: S2 PH3**
**R/W#: 342-2**

# PIPELINE EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SMITH §

That for and in consideration of the sum of TEN DOLLARS($ I 0.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite I 800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned (herein called "Grantor" whether one or more) hereby grants, sells and conveys unto Grantee, an easement for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, replacing, of, relocating and changing the route or routes of within the Easement Area, abandoning in place and removing if necessaryl, in whole or in part, a pipeline and the appurtenances thereto for the transportation of natural gas (including renewable /biogas), and any refined or blended products of the same, together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline, and with such or below ground drips, valves, fittings, taps, saddles, meters, pressure relief facilities, communication devices, odorization equipment, and aboveground and belowground pipeline markers, electrical service, anodes, rectifier poles, and other devices for the control of pipeline corrosion, as may be necessary in the operation of said line, over, across, under and upon the area described on Exhibit "A" attached hereto and made a part hereof (the " Easement Area").

Grantee shall also be entitled to use temporary workspace as described in Exhibit "A" (the "Temporary Workspace") to carry out the initial construction of the facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee's right to utilize this Temporary Workspace will terminate and cease on the earlier of: (i) the date on which the initial construction of Grantee's facilities have been completed and the same are placed into service, or (ii) twenty-four (24) months following the execution of this agreement.

DRAFT

It is further agreed as follows:

1. Grantee shall have the right to select the exact location of said pipeline within said Easement Area. Except in cases of emergency, the right of ingress and egress shall be limited to the Easement Area and Temporary Workspace (if within the first twenty-four (24) months). If, for any reason, Grantee utilizes ANY road located on the property, with or without Grantor's consent, Grantee shall retore the road back to its present condition as approved by Grantor or pay damages to Grantor in the amount that enables Grantor to do such repairs. If there is an emergency impeding access to the Easement Area, which requires Grantee to get onto Grantor's adjacent lands in order to get around such impediment to access, then Grantee shall only use such portion of Grantor's adjacent lands as is reasonably necessary to get around such impediment and back onto the Easement Area as soon as is reasonably practical. Grantee will pay Grantor for any damages caused by the use of any adjacent lands.

2. Grantor further agrees not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without the prior written approval of Grantee. Notwithstanding the foregoing, in connection with the installation of a road which crosses the Easement Area in accordance with the terms of Paragraph 5.b, Grantor shall be permitted to increase the grade of the Easement Area only to the extent necessary to maintain spatial separation/clearance of not less than sixty inches (60") between the surface of such road and the top of Grantee's pipeline.

3. The aforesaid consideration includes any and all damages that may be sustained by the original construction of said line, including without limitation, cutting trees and damages to land, trees, buildings, fences, growing crops and grasses; however, after the original construction Grantee will pay to the owner of the land and, if leased, to the tenant, as they may be respectively entitled, actual damages done to any improvement as well as fences, and growing crops by reason of entry to repair, maintain and remove said pipeline, or for any future construction.

4. Grantor shall not construct, and Grantee shall have the right to prevent and/or remove, any improvements, structures, buildings, reservoirs, or obstructions within the Easement Area, except as expressly permitted in Paragraph 5 below. Further, Grantee has the right to trim, cut down, or eliminate trees or shrubbery, and to prevent or remove possible present or future hazards and/or activities, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficient, safe, and/or convenient exercise of Grantee's rights hereunder within the Easement Area.

5. In addition to any other rights stated herein, Grantor retains:

    a. the right to grow and cultivate crops, graze cattle, and use for recreational purposes said Easement Area as will not interfere with Grantee's use of the easement for the purposes herein granted;

    b. the right to construct streets, roads, and alleyways which accommodate standard

DRAFT

vehicular traffic across the Easement Area at angles of not less than seventy-five degrees (75°), provided that spatial separation/clearance of not less than sixty inches (60") is maintained between the surface of such road and the top of Grantee's pipeline;

c. the right to cross the Easement Area with underground utilities and buried communications cables provided they are installed parallel to grade and where feasible, cross underneath Grantee's pipeline, and if not, cross over Grantee's pipeline. In either case, said utilities or communications cables shall be installed with a minimum twenty-four inches (24") spatial separation and cross at or near right angles relative to Grantee's pipeline but in no event less than a seventy-five degree (75°) angle; and

d. all of Grantor's rights, title, and interest in and to all oil, gas, and other minerals (whether by law classified as part of the mineral estate or the surface estate) in, on, and under the Easement Area described herein; provided, however, that Grantor shall not drill or prospect for oil, gas, and other minerals from the surface of the Easement Area, but Grantor will be permitted to extract oil, gas, and other minerals from and under said Easement Area by directional drilling, mining, or other means, so long as Grantee's use of the Easement Area for the pipeline is not disturbed, which shall include the right of Grantee to physical and/or lateral support for the pipeline, as well as the right that the pipeline shall not be endangered, obstructed, or interfered with by such operations.

6. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of two years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.

7. Grantor and Grantee agree that the failure to assert any right under this Pipeline Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Pipeline Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in Paragraph 4 above.

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8. This Pipeline Easement shall not be construed as a written agreement between Grantor and Grantee for purposes of Section 756.122 of the Texas Health and Safety Code (or any successor statute). However, so long as Grantee complies with the terms of Paragraphs 5 (b) and (c) above, any such "construction" as that term is defined in Section 756.122 of the Texas Health and Safety Code, will be deemed not to increase a risk to the public nor to increase a risk of a break, leak, rupture, or other damage to the Pipeline for purposes of Section 756.123 (1) of the Texas Health and Safety Code.

9. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline Easement has been negotiated by the parties, and this Pipeline Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds its legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

**<Signature pages to follow>**

DRAFT

EXECUTED this _____ day of _____, 2024.

**GRANTOR:**

**CITY OF TYLER, TEXAS**

**By:_____**

**Name:_____**

**Title:_____**

**Address:_____**

**_____**

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the **CITY OF TYLER, TEXAS**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public in and for the State of _____

_____
(Print Name of Notary Public Here)

My Commission Expires:_____

DRAFT

# CITY OF TYLER
# CITY COUNCIL COMMUNICATION

**Agenda Number.** C-A-8

**Date:** July 10, 2024

**Subject:** Request that the City Council consider authorizing the City Manager to sell property to the Texas Department of Transportation for $89,720.00 to construct/ improve the Highway 756 project and execute all necessary documents to accomplish the same.

**Item Reference:**

The Texas Department of Transportation seeks to acquire a portion of the City's property for the construction or improvement of the Highway 756 project. The property is located along FM 756 and includes a .2329-acre piece of frontage property at the Fire Station No. 5 location (see attached map). The agreed sale amount for the piece of property is $89,720.00, which includes damages to the property and to the remainder.

**RECOMMENDATION:**

**It is recommended that the City Council consider authorizing the City Manager to sell property to the Texas Department of Transportation for $89,720.00 to construct/ improve the Highway 756 project and execute all necessary documents to accomplish the same.**

**Attachments:**
DRAFT COT-TxDOT - DEED FM 756 ROW Improv Prj.docx
DRAFT COT-TxDOT - MOA to Deed FM 756 ROW Improv Prj.docx

**Drafted/Recommended By:**
**Department Leader** David Coble, Fire Chief

**Edited/Submitted By:**
**City Manager**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**



# DEED

**TxDOT ROW CSJ: 0492-04-040**

**TxDOT Parcel ID: P00063760.001**

**Grantor(s), whether one or more:**

**City of Tyler, Texas**

**Grantor's Mailing Address (including county):**

**PO Box 2039**
**Tyler, TX 75710**
**(Smith County)**

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

**Texas Department of Transportation**
**125 E. 11th Street**
**Austin, Texas 78701**
**(Travis County)**

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**Consideration:**

The sum of Eighty-Nine Thousand Seven Hundred Twenty and no/100 Dollars ($89,720.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied. The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal Eminent Domain proceedings and the added expenses of litigation.

**Property:**

All of that certain tract or parcel of land in Smith County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Smith County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur and other minerals in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **NONE**

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

**GRANTOR,** for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires singular nouns and pronouns, include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

DRAFT

**GRANTOR:**

**City of Tyler, Texas**

By: _____

Printed Name: _____

Title: _____

---

**Corporate Acknowledgment**

State of Texas
County of _____

This instrument was acknowledged before me on this _____ day of _____, 2024, by Edward Broussard, as City Manager of the City of Tyler, Texas, a municipal corporation of the State of Texas, on behalf of said municipal corporation. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

AFTER RECORDING, RETURN TO:
WFG National Title Insurance Company
4606 Park Springs Blvd., Suite 110
Arlington, Texas 76017

DRAFT

Revised September 2023
Page 1 of 4
November 2022
Parcel P00063760.001

EXHIBIT "A"

| | |
|---|---|
| Highway: | FM 756 |
| County: | Smith |
| CCSJ No.: | 0492-04-034 |
| RCSJ No.: | 0492-04-040 |
| ROW Project ID: | R00005025 |
| Project Limits: | From Jeff Davis Dr. (CR 1167), south to FM 346 |

PROPERTY DESCRIPTION FOR PARCEL P00063760.001

Being a 0.2329 acre (10,144 square feet) parcel of land situated in the R. Bartlett Survey, Abstract No. 129, located in Smith County, Texas, and being out of Lot 2, N.C.B. 1130 (Called 4.223 acres) of Tyler Fire Station No. 9, an addition to the City of Tyler, Texas recorded in Cabinet D, Slide 72C of the Plat Records of Smith County, Texas (P.R.S.C.T.), and being out of and a part of a called 3.624 acre tract of land described in the deed executed November 13, 1998 from Hershell Pruitt and Peggy J. Pruitt to the City of Tyler, recorded in Volume 4560, Page 284, and out of and a part of a called 0.599 acre tract of land described in the deed executed June 18, 1999 from Beverly Rayfield Allen, Jr. to the City of Tyler, Texas, recorded in Volume 4847, Page 253, both of the Official Public Records of Smith County, Texas (O.P.R.S.C.T.), said 0.2329 acre parcel being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2 inch iron rod found for the northwest corner of said Lot 2, common with the most southerly southwest corner of Lot 3, N.C.B. 1130 of Paluxy Church Addition, Unit 1, an addition to the City of Tyler recorded in Cabinet D, Slide 209A, P.R.S.C.T., and being in the east line of Lot 11, Block 1, Canyon Springs Subdivision Unit No. 1, an addition to the City of Tyler recorded in Cabinet B, Slide 379C, P.R.S.C.T.;

**THENCE**, North 88 degrees 12 minutes 18 seconds East (called South 89 degrees 55 minutes 06 seconds East), along the common line of said Lots 2 and 3, a distance of 734.01 feet to a 5/8 inch iron rod with a "TxDOT" aluminum cap set in the proposed west right-of-way line of FM 756 (variable width right-of-way) for the **POINT OF BEGINNING** of the herein described parcel, being located 65.00 feet right of and perpendicular to Proposed Baseline station 307+20.22, having surface coordinates of N= 6,790,307.76', E=2,964,790.98';

1. **THENCE**, North 88 degrees 12 minutes 18 seconds East (called South 89 degrees 55 minutes 06 seconds East), continuing along the common line of said Lots 2 and 3, a distance of 49.85 feet to a calculated point for the common east corner of said Lots 2 and 3, and lying in the existing west right-of-way line of FM 756 (variable width right-of-way, recorded in Volume 19, Page 158 of the Commissioner's Court Minutes of Smith County, Texas and S.C.C.F. No. 2002-53581, O.P.R.S.C.T.);

EXHIBIT "A"

2. **THENCE**, South 01 degrees 57 minutes 40 seconds East, along the east line of said Lot 2 and the existing west right-of-way line of said FM 756, a distance of 234.83 feet (called South 00 degrees 11 minutes 17 seconds West, 235.23 feet) to a calculated point for the common east corner of said Lot 2 and of a called 4.006 acre tract of land described in the deed executed March 21, 1997 from Dennis D. Darryl, Trustee, to Davis and Mark Partners, recorded in Volume 3931, Page 792, O.P.R.S.C.T.;

3. **THENCE**, South 88 degrees 17 minutes 37 seconds West (called North 89 degrees 47 minutes 52 seconds West), along the common line of said Lot 2 and said 4.006 acre tract, a distance of 32.52 feet to a 5/8 inch iron rod with "TxDOT" Type-II monument set in the proposed west right-of-way line of said FM 756, and being at the beginning of a non-tangent curve to the right having a radius of 2,295.00 feet, from said iron rod a 5/8 inch iron rod found in the south line of said Lot 2 and for the common south corner of said 3.624 and 0.599 acre tracts bears South 88 degrees 17 minutes 37 seconds West (called North 89 degrees 47 minutes 52 seconds West), a distance of 193.79 feet;

4. **THENCE**, in a northerly direction, crossing said Lot 2, along the proposed west right-of-way line of said FM 756 and said curve to the right, through a central angle of 05 degrees 52 minutes 52 seconds, a chord which bears North 06 degrees 10 minutes 58 seconds West, a distance of 235.46 feet, an arc distance of 235.57 feet to the **POINT OF BEGINNING**, and containing 0.2329 acres (10,144 square feet) of land.

Bearings are based on Grid North. Coordinates are based on the Texas Coordinate System, North Central Zone, NAD 83, (2011 adjustment), based on data obtained from the EAST-VRS-CMR solution in the TxDOT RTK network. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00012.

Access will be permitted to the remainder property abutting the highway facility.
A parcel plat of even date was prepared in conjunction with this property description.
Revised September 2023, Baseline Corporation – reduced take.

10/03/2023

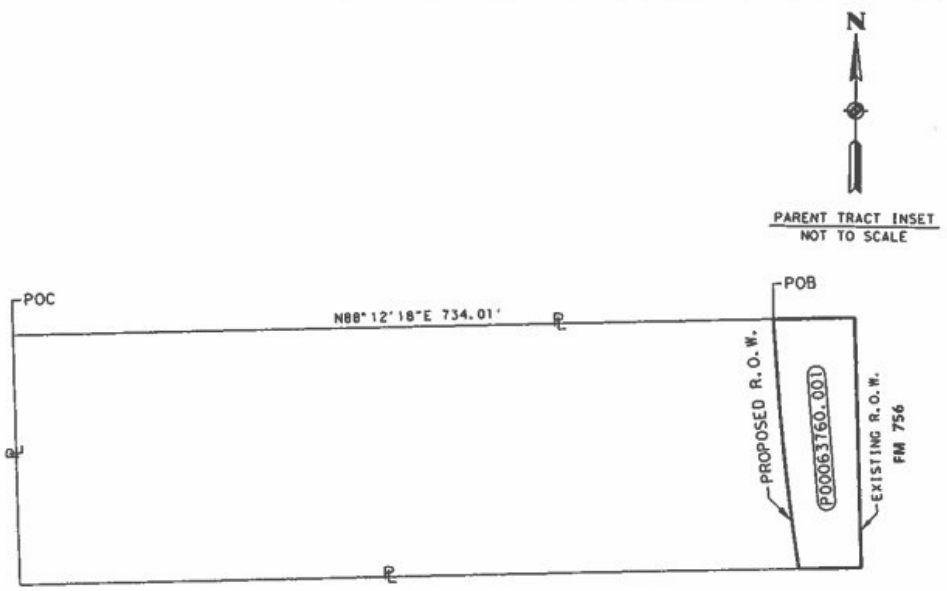
Andrew T. Galindo, RPLS
Texas Registration No. 6113

Baseline Corporation
1750 Seamist Drive, Suite 160
Houston, TX 77008
(713) 869-0155
TxSurv F-10030200



## NOTES

1. BEARINGS ARE BASED ON GRID NORTH. COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD '83), 2011 ADJUSTMENT.
2. COORDINATES ARE BASED ON DATA OBTAINED FROM THE EAST-VRS-CMR SOLUTION IN THE TxDOT RTK NETWORK.
3. COORDINATES AND DISTANCES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00012.
4. UNITS OF MEASUREMENT ARE U.S. SURVEY FEET
5. SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ABSTRACTING PERFORMED BY BASELINE CORPORATION IN JUNE 2022. OTHER EASEMENTS OR MATTERS OF RECORD MAY EXIST THAT ARE NOT SHOWN.
6. FIELD SURVEYS WERE COMPLETED IN FEBRUARY 2020 AND UPDATED IN SEPTEMBER 2022. PLANIMETRIC DATA BASED ON FILE PROVIDED BY TXDOT IN JUNE 2022.
7. BEARINGS AND DISTANCES IN PARENTHESES REPRESENT RECORD CALLS.
8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
9. ACCESS WILL BE PERMITTED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.




## LEGEND

| | |
|---|---|
| ⊗ | CALCULATED POINT |
| ● | SET TxDOT TYPE II MONUMENT OR AS DESCRIBED |
| ○ | FOUND PROPERTY CORNER AS DESCRIBED OR A POINT FROM WHICH A FOUND CORNER BEARS |
| ■ | SET 5/8" TxDOT ALUMINUM CAPPED IRON ROD |
| ⊠ | FOUND TYPE I TxDOT CONCRETE MONUMENT |
| □ | FOUND 5/8" TxDOT ALUMINUM CAPPED IRON ROD |
| ----------- | PROPOSED R.O.W. (RIGHT-OF-WAY) |
| ——————— | EXISTING R.O.W. (RIGHT-OF-WAY) |
| ——℄—— | PROPERTY LINE |
| P.R.S.C.T. | PLAT RECORDS OF SMITH COUNTY, TEXAS |
| M.R.S.C.T. | MAP RECORDS OF SMITH COUNTY, TEXAS |
| S.C.C.F. | SMITH COUNTY CLERK'S FILE |
| O.P.R.S.C.T. | OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS |
| D.R.S.C.T. | DEED RECORDS OF SMITH COUNTY, TEXAS |
| C.C.S.C.T. | COUNTY COURT, SMITH COUNTY, TEXAS |
| C.C.M.S.C.T. | COMMISSIONERS' COURT MINUTES, SMITH COUNTY, TEXAS |



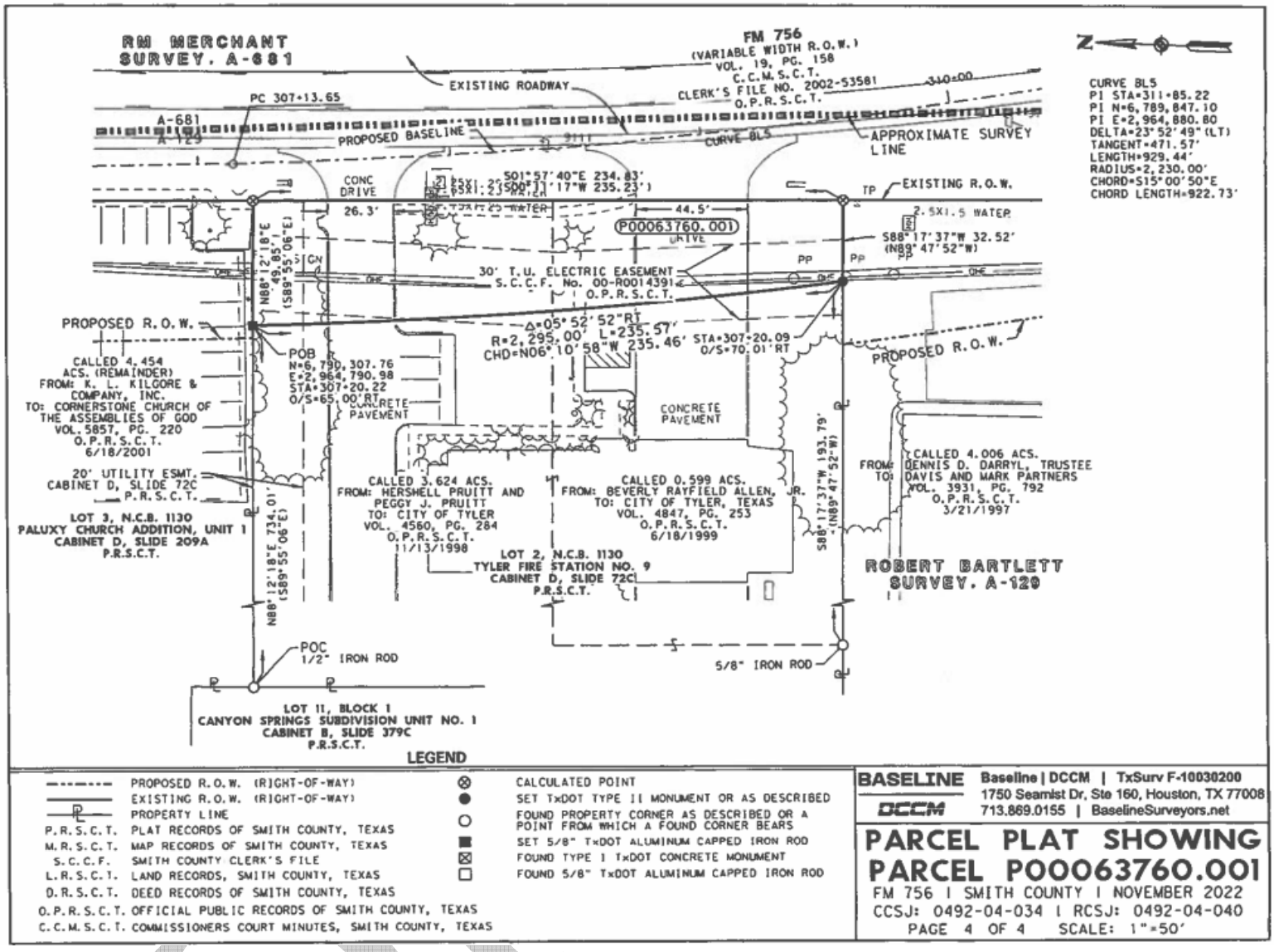

REVISIONS:
SEPTEMBER 2023 - BASELINE CORPORATION
REDUCED PARCEL TAKE.

| EXISTING (ACRES) | TAKING (ACRES/SQUARE FEET) | REMAINDER (ACRES) |
|---|---|---|
| 4.223 CALLED | 0.2329/10,144 | 3.990 RT |

BASELINE
DCCM
Baseline | DCCM | TxSurv F-10030200
1750 Seamist Dr, Ste 160, Houston, TX 77008
713.869.0155 | BaselineSurveyors.net

# PARCEL PLAT SHOWING
# PARCEL P00063760.001

FM 756 | SMITH COUNTY | NOVEMBER 2022
CCSJ: 0492-04-034 | RCSJ: 0492-04-040
PAGE 3 OF 4 SCALE: NOT TO SCALE




**LEGEND**

| | |
|---|---|
| PROPOSED R.O.W. (RIGHT-OF-WAY) | CALCULATED POINT |
| EXISTING R.O.W. (RIGHT-OF-WAY) | SET TxDOT TYPE II MONUMENT OR AS DESCRIBED |
| PROPERTY LINE | FOUND PROPERTY CORNER AS DESCRIBED OR A POINT FROM WHICH A FOUND CORNER BEARS |
| P.R.S.C.T. PLAT RECORDS OF SMITH COUNTY, TEXAS | SET 5/8" TxDOT ALUMINUM CAPPED IRON ROD |
| M.R.S.C.T. MAP RECORDS OF SMITH COUNTY, TEXAS | FOUND TYPE I TxDOT CONCRETE MONUMENT |
| S.C.C.F. SMITH COUNTY CLERK'S FILE | FOUND 5/8" TxDOT ALUMINUM CAPPED IRON ROD |
| L.R.S.C.T. LAND RECORDS, SMITH COUNTY, TEXAS | |
| D.R.S.C.T. DEED RECORDS OF SMITH COUNTY, TEXAS | |
| O.P.R.S.C.T. OFFICIAL PUBLIC RECORDS OF SMITH COUNTY, TEXAS | |
| C.C.M.S.C.T. COMMISSIONERS COURT MINUTES, SMITH COUNTY, TEXAS | |

BASELINE
DCCM
Baseline | DCCM | TxSurv F-10030200
1750 Seamist Dr, Ste 160, Houston, TX 77008
713.869.0155 | BaselineSurveyors.net

# PARCEL PLAT SHOWING
# PARCEL P00063760.001

FM 756 | SMITH COUNTY | NOVEMBER 2022
CCSJ: 0492-04-034 | RCSJ: 0492-04-040
PAGE 4 OF 4 SCALE: 1"=50'

Heidaker Land Services, Inc.
24285 Katy Freeway, Ste. 515, Katy, Texas 77494 · Tel. 281-346-8652

July 1, 2024

**MEMORANDUM OF AGREEMENT**

ROW CSJ: 0492-04-040
Limits From: Jeff Davis Dr. (CR 1167), south
Limits To: FM 346

County: Smith
Highway: FM 756
Parcel ID: P00063760.001

**City of Tyler**
**Attn: Deborah Pullum, City Attorney**
**PO Box 2039**
**Tyler, TX 75710**

Dear Ms. Pullum,

Our negotiations for highway right of way across your property have progressed to the point that you have indicated a willingness to sign a Deed in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and the Texas Department of Transportation (TxDOT) to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the department will make payment.

Your property consists of 0.2329 of an acre (10,144 square feet) tract of land located in the R. Bartlett Survey, Abstract No. 129, Smith County, Texas, as described on the attached Exhibit "A". The right of way being purchased by TxDOT has been thoroughly explained.

The payment amount of Eighty-Nine Thousand Seven Hundred Twenty and No/100 Dollars ($89,720.00), as herein agreed to will constitute full payment to be made by TxDOT for the property to be conveyed to the State. The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal Eminent Domain proceedings and the added expenses of litigation.

The State and the owner(s) have agreed to the following provisions:

1. Access on and off the Property conveyed to Grantee (the widened State highway facility/TxDOT ROW) from and to the Grantor's remaining property shall be permitted and:
   a. shall be unobstructed by any improvements, including but not limited to raised medians blocking said access; and
   b. shall be provided by way of concrete driveways from the State highway facility to Grantor's remaining property that are at least 6" thick to support the weight of fire trucks and that are slopped appropriately to provide a smooth and frictionless transition to the State highway facility.

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Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

After the date of payment of the purchase price, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by TxDOT. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement.
Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that TxDOT failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of TxDOT's determination on any claim for reimbursement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's relocation assistance program and the mutual benefits to be derived by you and the TxDOT from the signing of this agreement.

The State, without cost to you as owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Deed and satisfy yourself as to its provisions. With your signing of this agreement and execution of the Deed, the State will proceed with the issuance of a State warrant, which will be made out jointly to you and to WFG National Title Company, agent for the Texas Department of Transportation (TxDOT). This company has been designated at the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right not to endorse the warrant and accept payment until you are fully satisfied on all details of this transaction.

Sincerely,

John Schneider, Agent/Negotiator
Heidaker Land Services Inc. representing
The Texas Department of Transportation
Tyler District

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance*".

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

**City of Tyler, Texas**

**By:**_____

**Printed Name:** _____

**Title:** _____

**Date:** _____

DRAFT