CITY COUNCIL AGENDA

Wednesday, June 25, 2025
9:00 am

CITY OF TYLER
A Natural Beauty

CITY COUNCIL
Donald P. Warren, Mayor
Stuart Hene, District 1
Petra Hawkins, District 2
Shonda Marsh, 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, June 25, 2025
9:00 am

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

Please call (903) 531-1250 if you need assistance with interpretation or translation for this City meeting.

Si usted necesita ayuda con la interpretación o traducción de cualquier material en este sitio o en una reunión pública de la Ciudad de Tyler por favor llame al (903) 531-1250.

AMERICANS WITH DISABILITIES ACT NOTICE

The City of Tyler wants to ensure that City Council Meetings are accessible to persons with disabilities. If any individual needs special assistance or accommodations in order to attend a City Council meeting, please contact the City Manager's Office at 903.531.1250, in advance so accommodations can be made.

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

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 14, 2025.

AWARDS

A-1 Request that the City Council consider accepting the 2024 Tree City USA designation and Growth Award from the Arbor Day Foundation.

A-2 Requests that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 20 years of service with the City of Tyler.

Chris Lennon, Code Enforcement Manager, 20 years of service

ZONING

Z-1 Z25-014 NORTHCHASE DEVELOPMENT LLC (3895 NORTH BROADWAY AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to R-1B, Single-Family Residential District.

Z-2 Z25-011 BEVERLY BANKS MONROE (441 AND 435 SOUTH ROSS AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to R-1D, Single-Family Detached and Attached Residential District.

Z-3 Z25-015 COLLEGE HILL BAPTIST CHURCH (1309 WEST HOUSTON STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District, and C-1, Light Commercial District to R-2, Two-Family Residential Duplex District.

Z-4 Z25-010 HERITAGE BAPTIST CHURCH OF TYLER (7720 SOUTH BROADWAY AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District, to C-1, Light Commercial District.

Z-5 Z25-013 SRK Group LLC (2901 COUNTY ROAD 2347)
Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to C-2, General Commercial District.

Z-6 PD25-007 GENECOV WEST MUD CREEK LLC (8061 HOLLYTREE DRIVE)

Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to PUR Planned Unit Residential District with final site plan.

ORDINANCE

O-1 Request that the City Council consider adoption of an Ordinance approving the reappointment of a chairman and two members of the City of Tyler Tax Increment Reinvestment Zone No. 1 Board of Directors (TIRZ No. 1)

O-2 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-3 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-4 Request that the City Council consider receiving a presentation on the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2025-2026 Annual Plans and consider adoption of an ordinance related to approval thereof.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $2,462,950.00 with Capps-Capco Construction, for the Westside Wastewater Treatment Plant Fast-Tracked Sludge Lagoon Rehabilitation 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 Capital Improvement Project (CIP) construction contract with Reynolds & Kay, LTD, for the 2025 Structure Flooding project for $1,277,421.00, Bid No. 25-023.

M-3 Request that the City Council hold a final Public Hearing and consider approval of the FY 2025-2026 Annual Action Plan for the Community Development Block Grant Program (CDBG) and the HOME Investments Partnerships Program (HOME), including approval of the proposed budgets and funding allocations for submission to the U.S. Department of Housing and Urban Development (HUD).

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 authorizing the City Manager to approve Amendment #5 to the contract with Via Mobility, LLC, (RFP 21-008), to include additional costs related to paratransit software and extend the term of the existing agreement by two (2) years.

C-A-2 Request that the City Council consider authorizing the City Manager to purchase one (1) new 2025 Interstate 40DLA trailer from Holt Truck Buyboard Contract 9050825-

6 for $ 33,792.86.

C-A-3 Request that the City Council consider authorizing the City Manager to purchase one (1) new International dump truck to replace unit 17268 from Holt Truck through Sourcewell contract #060920-nvs for $173731.50.

C-A-4 Request that the City Council consider authorizing the City Manager to purchase one (1) new asphalt recycling trailer from Kinloch Equipment Buyboard Contract 685-22 for $73,967.50.

C-A-5 Request that the City Council consider authorizing the City Manager to sign an indefinite right-of-way use agreement with Texas Financial Crimes Intelligence Center (FCIC) for the purpose of installing and maintaining three (3) Flock security cameras in the City of Tyler right-of-way.

C-A-6 Request that the City Council consider authorizing the City Manager to ratify the execution of the South Glenwood Ground Storage Tank Demolition contract in the amount of $277,684.00.

C-A-7 Request that the City Council consider authorizing the City Manager to approve an interlocal agreement between Tyler Junior College and the City of Tyler for Park and Ride Service transit services in connection with the 2025 Fourth of July show.

C-A-8 Request that the City Council consider authorizing the City Manager to execute Change Order No. 2 for the 2024 Water Meter Replacement Program to increase the total contract amount by an additional 10%. This results in an overall project cost increase by 25%, increasing the original contract amount from $3,450,000 to $4,312,500.

C-A-9 Request that the City Council consider authorizing the City Manager to approve Aire Serve and Anzak Electric to install a single-phase climate control system at the VES mechanic shops in the amount of $221,252.55.

C-A-10 Request that the City Council consider authorizing the City Manager to enter into an agreement with Genecov West Mud Creek LLC for the material required to upsize water mains from 8" to 12" on Timber Bend Trail in the Highland Oaks Subdivision for an amount not to exceed $29,407.00.

C-A-11 Request that the City Council consider authorizing the City Manager to ratify the contract change order to KSA Engineers, Inc. for the Federal Aviation Administration (FAA) Grant 55 - Airfield Electrical Vault Replacement project at the Tyler Pounds Regional Airport increasing the contract amount by $1,274.96 bringing the total from $1,459,431.00 to $1,460,705.96.

C-A-12 Request that the City Council consider authorizing the City Manager to ratify the approval of the U.S. Department of Transportation Disadvantaged Business Enterprise (DBE) Program Policy Statement for the Tyler Pounds Regional Airport.

CITY MANAGER'S REPORT

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
May 14, 2025

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, May 14, 2025 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:	Lloyd Nichols
Councilmembers:	Stuart Hene
	Petra Hawkins
	Shonda Marsh
	James Wynne
	Brad Curtis
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
Asst. City Manager:	Heather Nick
Asst. City Manager:	Keidric Trimble
City Attorney:	Deborah G. Pullum
Deputy City Attorney:	Steve Kean
Senior Asst. City Attorney:	April Earley
Senior Asst. City Attorney:	Alesha Buckner
City Prosecutor:	James Craig
Director of Organizational Development:	Regina Y. Moss
Airport Manager:	Stephen Thompson
Main Street Director:	Amber Varona
Planning Director:	Kyle Kingma
Chief Information Officer:	Benny Yazdanpanahi
City Fire Chief:	David Coble
City Librarian:	Ashley Taylor
Code Enforcement Manager:	Chris Lennon
Compliance Engineer:	Paul Neuhaus
Operations Manager of Neighborhood Services:	Prentice Butler
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Traffic Engineer:	Cameron Williams
Project Engineer:	Jacob Yanker
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Director of Solid Waste, Transit:	Leroy Sparrow
Transit Manager:	Russ Jackson
Senior Management Analyst:	Blake Cathey
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Pastor Nathan Cravens, Zion Baptist Church, Overton

MINUTES

Motion by Councilmember Wynne to approve the March 26, 2025 minutes; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

ELECTION

E-1 Request that the City Council consider canvassing the returns of the Tyler City Council Election held May 3, 2025, for Districts No. 1 and 3, and affirming the cancellation of the Election and designation of the unopposed winner for the Tyler City Council Election for District 5 that would have been held on May 3, 2025, and adopting an Ordinance declaring the results. **(O-2025-21)**

District No. 1, For City Councilmember

Stuart Hene	**375 Votes (86.01%)**
Max Stuart	**61 Votes (13.99%)**

District No. 3, For City Councilmember

Shonda Marsh	**247 Votes (87.90%)**
Write in candidate	**27 Votes (9.61%)**

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

E-2 Request that a Certificate of Election and the Oath of Office be administered to the re-elected City Councilmembers for Districts 1 and 5.

Judge Amy McCullough administered the Oath of Office to reappointed Councilmember Stuart Hene and reappointed Councilmember Lloyd Nichols.

E-3 Request that a Certificate of Election and the Oath of Office be administered to the newly elected City Councilmember for District No. 3.

Bishop DeMarcus Pierson administered the Oath of Office to newly elected Councilmember Shonda Marsh.

(NOTE: New City Council member takes seat on the dais)

E-4 Request that the City Council consider electing a Mayor Pro Tem.

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

PRESENTATION

P-1 Request that the City Council consider receiving a presentation on an opportunity to issue approximately $45,000,000 in revenue bonds to facilitate regulatory

compliance water and sewer projects, consider any appropriate action related thereto, and provide general guidance to staff regarding authorization to proceed with this opportunity to issue revenue bonds.

Paul Jason, Specialized Public Finance, - Gave a presentation on an opportunity to issue approximately $45,000,000 in revenue bonds to facilitate regulatory compliance water and sewer projects.

RESOLUTION

R-1 Request that the City Council consider approving an amended Resolution R-24-04 nominating Hiland Dairy to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program under the Texas Enterprise Act, Chapter 2303, Texas Government Code, and authorize the City Manager to sign all documents necessary to implement the amended Resolution. **(R-2025-30)**

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

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a Engineering Services Agreement in the amount of $607,200 with Kimley-Horn and Associates, Inc. for the SL 124 Utility Relocation and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. **(R-2025-31)**

Motion by Councilmember Curtis; seconded by Councilmember Hawkins; 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 authorizing the City Manager to execute and add Amendment #01 to Work Order #01 of the Master Services Agreement with Elledge Engineering Corp. for the design and construction phase services, as they relate to the Stormwater Repair Projects 2025 for $20,500.00 for a total of $132,500.00.

C-A-2 Request that the City Council consider authorizing the City Manager to execute Change Order No. 1 for the 2024 Water Meter Replacement Program to increase the total contract amount by 15% from $3,450,000 to $3,967,500 for approximately 3,000 additional meter replacements.

C-A-3 Request that the City Council consider authorizing the City Manager to declare a Ford Explorer as surplus property and approve the inter-local agreement authorizing the sale to Hemphill ISD for a total purchase price of $11,000.00.

C-A-4 Request that the City Council consider authorizing the City Manager to execute a new Hangar/Operator Lease to The Albert Hall Co., LLC (John D Crow), for a portion of Tract 2 currently leased by Term Properties, at Tyler Pounds Regional Airport.

C-A-5 Request that the City Council consider authorizing the City Manager to execute a Consent to Assignment & Amendment of F.B.O. Lease for Term Properties, assigning a 0.352- acre portion of 7.03 acres of Tract 2 to The Albert Hall Co., LLC (John D. Crow) at Tyler Pounds Regional Airport.

C-A-6 Request that the City Council consider authorizing the City Manager to execute a mutual agreement between the City of Tyler and Lindale Rural Water Company for the purpose of clarifying the rights, obligations and regulatory fees of the Parties regarding the provision of sanitary sewer services to customers that the Parties have in common and to the extent allowed under State and Federal Law.

C-A-7 Request that the City Council consider authorizing the City Manager to execute the proposal with Eagle Airport Marking, Inc., for $79,968.23 to repaint the surface painted markings on Runway 13-31 at Tyler Pounds Regional Airport. (pulled)

C-A-8 Request that the City Council consider authorizing the City Manager to approve the addition of an Exhibit C to the City of Whitehouse Interlocal Agreement, and to approve additional equipment expenditures per that agreement up to $50,000 during the Fiscal Year.

Motion by Councilmember Wynne to approve the entire consent agenda except item C-A-7; seconded by Councilmember Curtis; motion carried 7 - 0 & approved as presented except C-A-7.

CITY MANAGER'S REPORT

1. A couple of items of note. On the Shiloh Road improvements, we're having an open house. Engineering staff, along with our Consultant Halff Associates will be having an open house this Thursday, May 15, from 5:30 to 7:30 p.m. at the UT Tyler Alumni Center to discuss potential future improvements on Shiloh Road and receive feedback from the public. This is part of the preliminary engineering report for Shiloh Road from State Highway 110 to Old Omen Road. This represents the last steps of this phase of the project. Please make sure to join us and provide feedback on this important project.
2. And then finally regarding our Airport. In honor of Autism Awareness Month, Tyler Junior College's Student Physical Therapist Assistant Organization partnered with Tyler Pounds Regional Airport, TSA, and Envoy Airlines to host Onboard for Adventure, an immersive airport experience designed for individuals on the autism spectrum and their families. The event was praised for its warmth, professionalism, and meaningful impact. As Professor Amanda Storer shared, your willingness to help create such a welcoming and supportive environment is not only commendable, it's life changing. And so, we're appreciative of our Tyler Airport staff. Steve and his crew do a great job of looking at ways to continue to improve the lives of our citizens and our passengers out at the Airport.

EXECUTIVE SESSION - City Council went into executive session at 9:33 a.m.

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code. Notice is hereby given that the City Council may go into Executive Session in accordance with the following provision of the Government Code:

Under Tex. Gov't Code Section 551.071 "Litigation", deliberation regarding the following:

Pending or contemplated litigation or settlement offer involving. Sorto et al v. City of Tyler, Cause 23-1947- A.

Litigation is, by its nature, an ongoing process, and questions may arise as to trial tactics, or settlement offers which need to be explained to the City Council. Upon occasion, the City Council may need information from the City Attorney as to the status of the pending or contemplated litigation and or settlement offers related to the litigation matters listed above.

Any final action by the City Council will be taken in open session.

City Council reconvened from executive session at 9:57 a.m. with the following action.

Motion by Mayor Pro Tem Nichols to settle the Sorto et al Versus City of Tyler lawsuit for the amount of 25,000 be approved; seconded by Councilmember Curtis; motion carried 7 - 0 & approved as presented.

ADJOURNMENT

Motion by Mayor Pro Tem Nichols to adjourn the meeting at 9:58 a.m; seconded by Councilmember Hene; 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. A-1

Date: June 25, 2025

Subject: Request that the City Council consider accepting the 2024 Tree City USA designation and Growth Award from the Arbor Day Foundation.

Item Reference:

Tyler was named a 2024 Tree City USA for the 16th consecutive year by the Arbor Day Foundation to honor its commitment to effective urban forest management. Additionally, Tyler received a Tree City USA Growth Award for the 9th time for demonstrating environmental improvement and an outstanding level of tree care. The 2024 events that made the City of Tyler eligible for these awards include our Arbor Day Celebration at Pollard Park, Golden Road Park, and Noble E. Young Park, where 110 trees were planted. In addition to Arbor Day events, the city hosted a public seedling giveaway where 2000 seedlings were given to families to plant on their properties. There was a total of 138 trees planted on public property.

RECOMMENDATION:

It is recommended that the City Council consider accepting the 2024 Tree City USA designation and Growth Award from the Arbor Day Foundation.

Attachments:
Council-2024 Tree City USA 3

Drafted/Recommended By:
Department Leader Leanne Robinette, Director of Parks and Recreation

Edited/Submitted By:
City Manager

2024 Tree City USA & Growth Award

City of Tyler Urban Forestry



2024 Tree City USA

- 16th consecutive year the Arbor Day Foundation has designated the City of Tyler as a Tree City USA

- Tree City recognition by meeting four overarching standards. They include:
  - Maintaining a tree board or department
  - Having a community tree ordinance
  - Spending at least $2 per capita on urban forestry
  - Celebrating Arbor Day



2024 Tree City USA - Growth Award

- 9th year to earn the Growth Award
- The Growth Award is presented to participating Tree City USA communities that demonstrate higher levels of tree care and community engagement during the calendar year.
- Each activity has a value between 1 and 10 points, and communities must document activities that total at least 10 points—from any of the subcategories—to receive the Growth Award for the calendar year.
- Only 47 out of 99 current Texas Tree Cities received the Growth Award.



City of Tyler Arbor Day





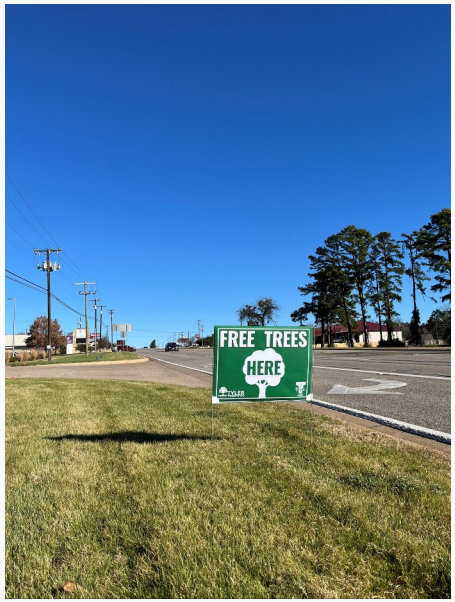


- 230 Volunteers
- 110 Trees Planted
  - Pollard Park
  - Golden Road Park
  - Noble E. Young Park
- Donations Received
  - $13,580.00
- 150 trees given away



City of Tyler Seedling Giveaway

- 2,000 tree seedlings
- Approx. 250 people reached







Urban Forest Strike Team (5 pts)







- June 3, 2024
- 70+ mph winds
- Texas A&M Forest Service Strike Team

Continuing Education (3 pts)

- Tree Risk Assessment Qualification (TRAQ)
  - 14.50
- Various Trainings
  - 8.5

Budget Increase (4 pts)

- Trailing three-year average
  - $5.49 Per Capita

- 2024 Budget
  - $6.08 Per Capita



Tree Line USA (1 pt)



- Oncor Electric Delivery
  - Longest active Utility
  - 23 Years

City of Tyler Urban Forestry



Thank you, Tyler Trees Committee, volunteers, and friends!

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-2

Date: June 25, 2025

Subject: Requests that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 20 years of service with the City of Tyler. Chris Lennon, Code Enforcement Manager, 20 years of service

Item Reference:

Requests that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 20 years of service with the City of Tyler.

Chris Lennon, Code Enforcement Manager, 20 years of service

RECOMMENDATION:

Requests that the City Council consider recognizing the following employee for his years of service and commitment to the City of Tyler. He represents 20 years of service with the City of Tyler.

Attachments:
June 2025 Service Award CC

Drafted/Recommended By:
Department Leader Regina Y. Moss, Director Organizational Development

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: **A-1**

Date: **June 25, 2025**

Subject: **Award for June 25, 2025**

Page: **Page 1 of 1**

Item Reference: **Service Award**

We would like to recognize the following employee for his years of service and commitment to the City of Tyler. At this important milestone, we express our sincere appreciation for your dedication and for the special contribution you make to our organization. He represents **20** years of service with the City of Tyler.

Service Awards

Date of Hire	First Name	Last Name	Title	Department	Years of Service
06/20/2005	Chris	Lennon	Code Enforcement Manager	Code Enforcement	20

Drafted/Recommended By: **Department Leader** **Regina Y. Moss**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: June 25, 2025

Subject: Z25-014 NORTHCHASE DEVELOPMENT LLC (3895 NORTH BROADWAY AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to R-1B, Single-Family Residential District.

Item Reference:

The applicant is requesting the zone change to develop lots for single-family homes on Tract 1B and A-435 of Abst A0094 E Bodenheimer, two tracts of land containing approximately 9.08 acres of land located at the southeast of the intersection of East Northeast Loop 323 and North Broadway Avenue (3895 North Broadway Avenue).

According to the Unified Development Code (UDC), the R-1B, Single-Family Residential District is primarily intended to accommodate development of detached, single-family housing on smaller individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front and rear, six feet on the interior side and 12 feet on the corner side. Minimum lot size is 6,000 square feet.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north are zoned C-1, Light Commercial District, and PMXD-1, Planned Mixed-Use District and are undeveloped. The adjacent property to the east is zoned R-1B, Single-

Family Residential, and is undeveloped. The adjacent property to the south is zoned R-MF, Multi-Family Residential District and is developed with an apartment complex. The adjacent property to the west is zoned R-1D, Single-Family Residential District, and is developed with single-family homes.

The request is consistent with the Tyler 1st Future Land Use Guide, which identifies this property as Mixed-Use Center.

The applicant is requesting to develop this property with single-family homes. The general area is developed with apartments, single-family homes and undeveloped land. This request would allow for a use that is consistent with the rest of the area. This zone change is consistent with the Tyler 1st goal to add more residences to the North End Planning Area.

On June 3, 2025, the Planning and Zoning Commission held a public hearing for this request. Rea Boudreaux, of the Brannon Corporation, spoke on behalf of the applicant in favor of the request. No one spoke in opposition to the request.

As of Friday, June 20, 2025, of the ten notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate positive impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of a zone change from R-MF, Multi-Family Residential District to R-1B, Single-Family Residential District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM R-MF, MULTI-FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE-FAMILY RESIDENTIAL DISTRICT ON TRACT 1B AND A-435 OF ABST A0094 E BODENHEIMER, TWO TRACTS OF LAND CONTAINING APPROXIMATELY 9.08 ACRES OF LAND LOCATED AT THE SOUTHEAST OF THE INTERSECTION OF EAST NORTHEAST LOOP 323 AND NORTH BROADWAY AVENUE (3895 NORTH BROADWAY AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z25-014

That the following described property, which has heretofore been zoned R-MF, Multi-Family Residential District, shall hereafter bear the zoning classification of R-1B, Single-Family Residential District, to wit:

> On Tract 1B and A-435 of Abst A0094 E Bodenheimer, two tracts of land containing approximately 9.08 acres of land located at the southeast of the intersection of East Northeast Loop 323 and North Broadway Avenue (3895 North Broadway Avenue).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: 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 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 25th day of June A.D., 2025.

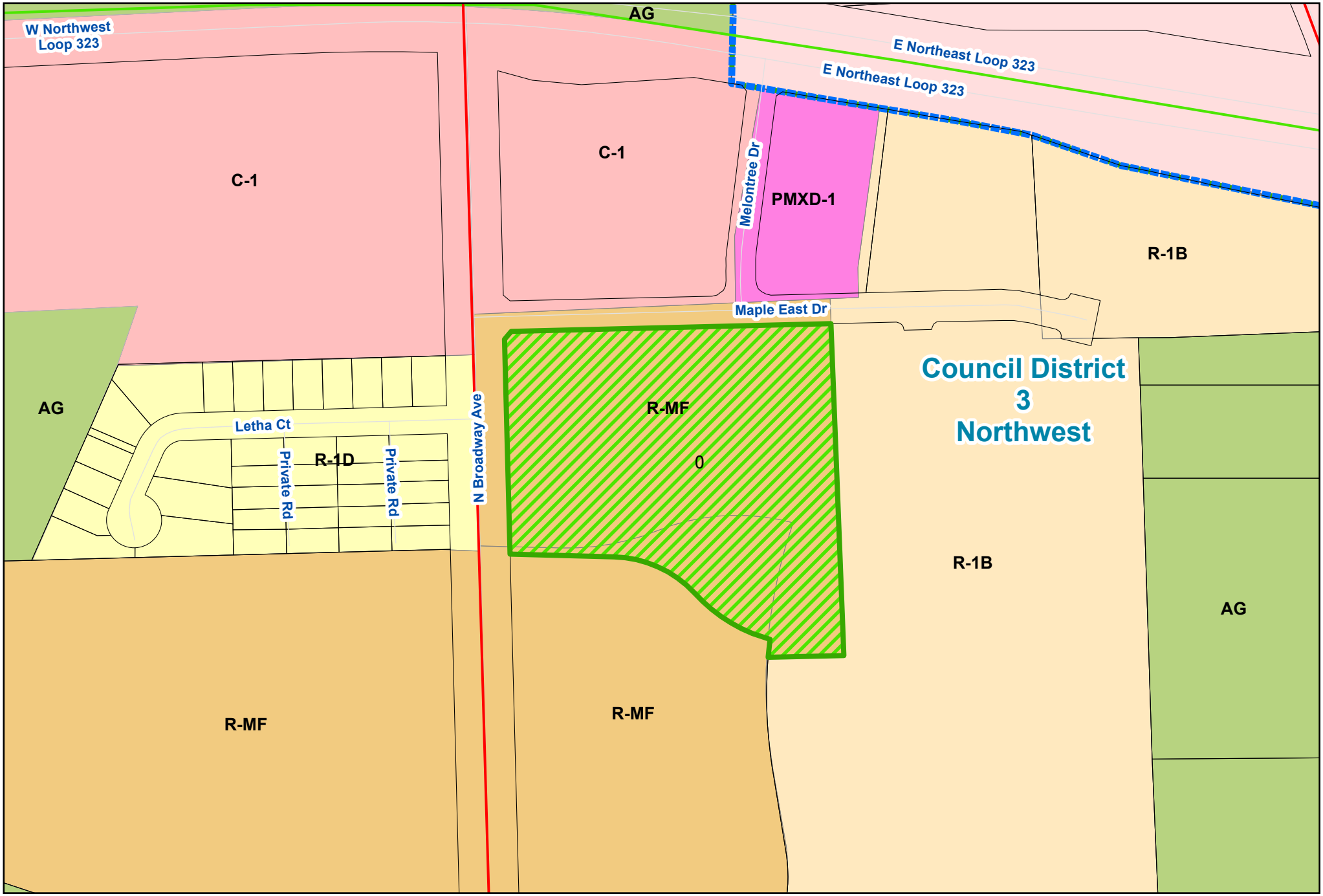
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 250 feet

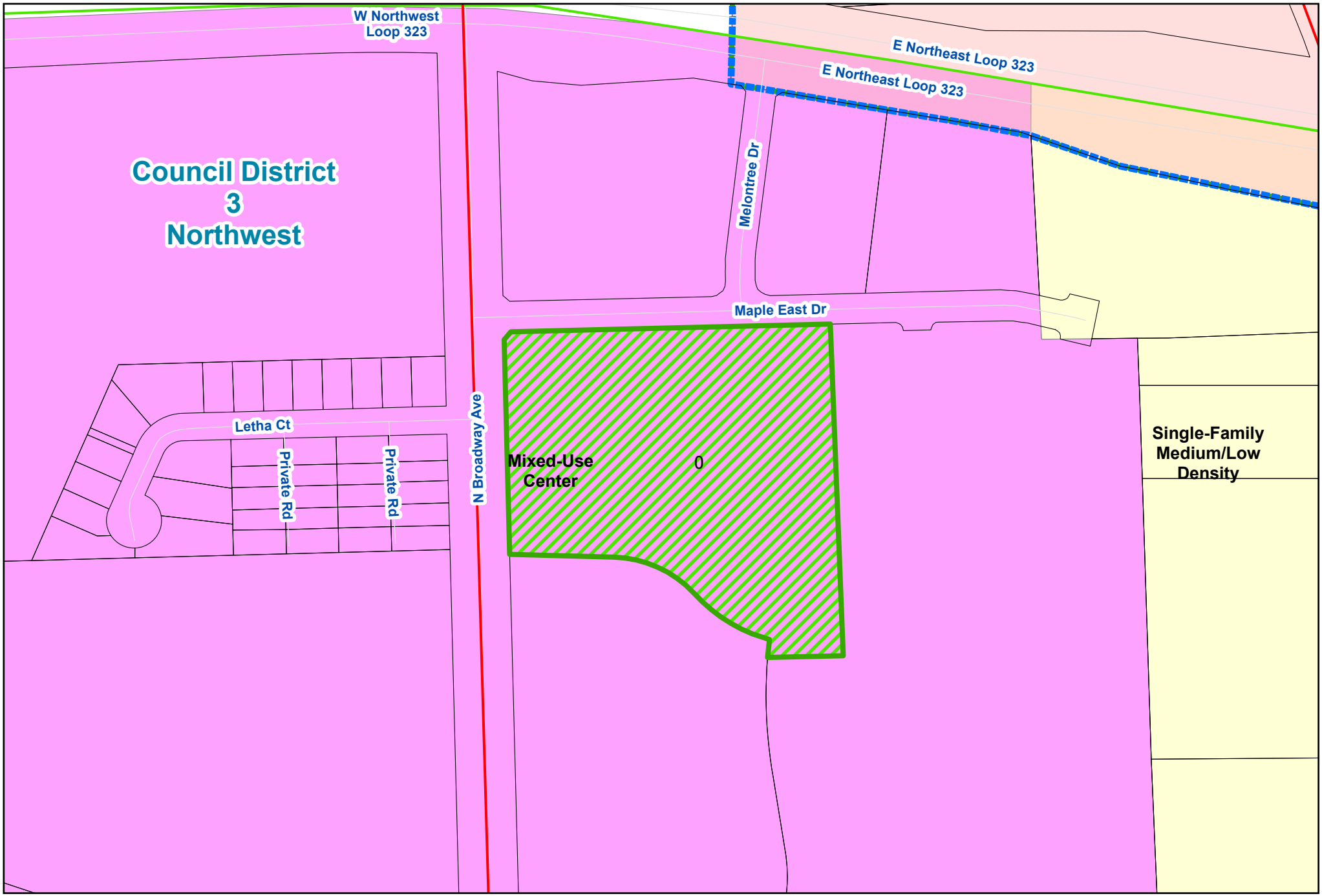
N

ZONING CASE

Zoning Case #: Z25-014
Current Zoning: R-MF
Proposed Zoning: R-1B
NORTHCHASE DEVELOPMENT LLC

Subject Property

City Limits



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1 inch equals 250 feet

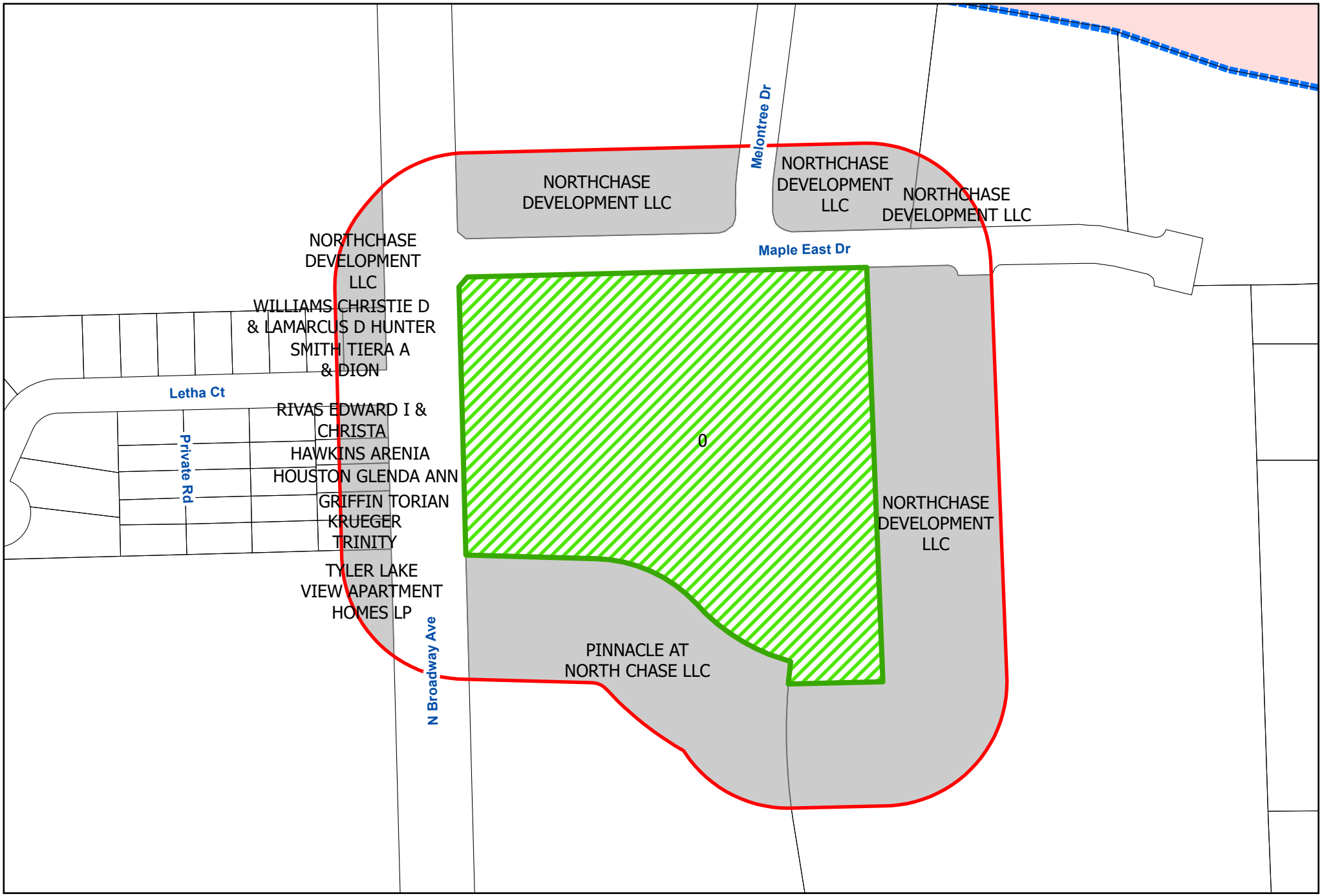
N

ZONING CASE

Zoning Case #: Z25-014
Current Zoning: R-MF
Proposed Zoning: R-1B
NORTHCHASE DEVELOPMENT LLC

Subject Property

City Limits



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1 inch equals 200 feet

N

ZONING CASE

Zoning Case #: Z25-014
Current Zoning: R-MF
Proposed Zoning: R-1B
NORTHCHASE DEVELOPMENT LLC

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: June 25, 2025

Subject: Z25-011 BEVERLY BANKS MONROE (441 AND 435 SOUTH ROSS AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to R-1D, Single-Family Detached and Attached Residential District.

Item Reference:

The applicant is requesting the zone change to build two single-family homes on Lots 6 and 26 of NCB 325, two lots containing approximately 0.29 acres of land located at the northwest intersection of Ross Street and Bryan Street (441 and 435 South Ross Street).

According to the Unified Development Code (UDC), the R-1D, Single-Family Detached and Attached Residential District is primarily intended to accommodate single-family detached and attached housing, such as duplexes, townhouses and rowhouses on small individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front, 15 feet in the rear, zero feet on the interior side and 12 feet on the corner side. Minimum lot size is 3,000 square feet.

All adjacent properties are zoned R-MF, Multi-Family Residential District, and are either developed with a church or single-family homes or are undeveloped.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as Single-Family Medium/Low Density. This request would amend the FLUG to Single-Family and Single-Family Attached.

The applicant is requesting the zone change to build two single-family homes. To optimize the buildable space, the applicant is requesting the rezoning to R-1D, which provides more flexible setback requirements. This proposed development aligns with the character of the surrounding neighborhood, where most homes are situated on similarly sized lots. This request would accomplish the Tyler 1st goal of adding more housing to the North End.

On June 3, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, June 20, 2025, of the 17 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate a positive impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from R-MF, Multi-Family Residential District to R-1D, Single-Family Detached and Attached Residential District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM R-MF, MULTI-FAMILY RESIDENTIAL DISTRICT TO R-1D, SINGLE-FAMILY DETACHED AND ATTACHED RESIDENTIAL DISTRICT ON LOTS 6 AND 26 OF NCB 325, TWO LOTS CONTAINING APPROXIMATELY 0.29 ACRES OF LAND LOCATED AT THE NORTHWEST INTERSECTION OF ROSS STREET AND BRYAN STREET (441 AND 435 SOUTH ROSS STREET); DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z25-011

That the following described property, which has heretofore been zoned R-MF, Multi-Family Residential District, shall hereafter bear the zoning classification of R-1D, Single-Family Detached and Attached Residential District, to wit:

> On Lots 6 and 26 of NCB 325, two lots containing approximately 0.29 acres of land located at the northwest intersection of Ross Street and Bryan Street (441 and 435 South Ross Street).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above-described zoning and the Future Land Use Guide to reflect Single-Family and Single-Family Attached Medium/High Density.

PART 3: 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 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 25th day of June A.D., 2025.

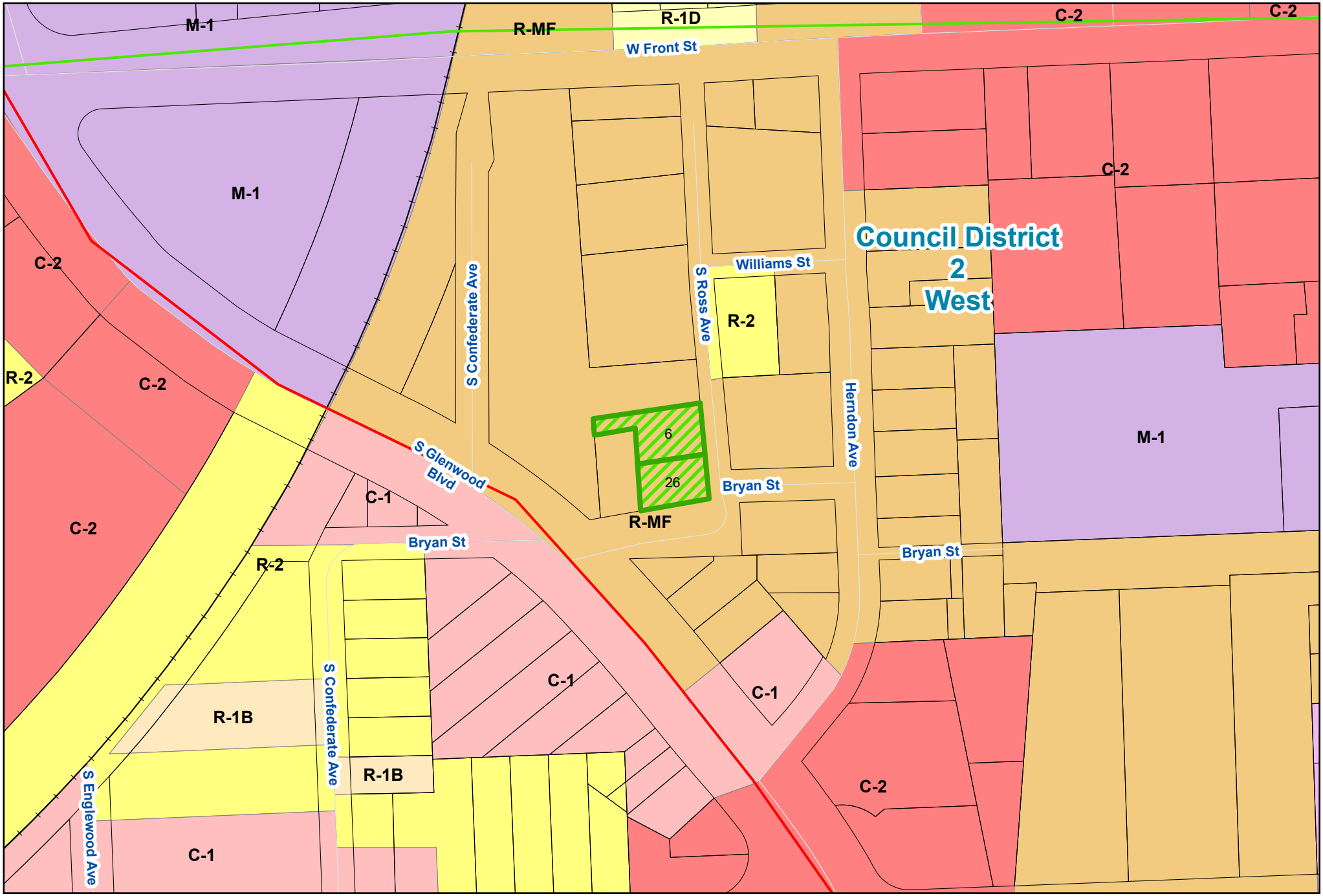
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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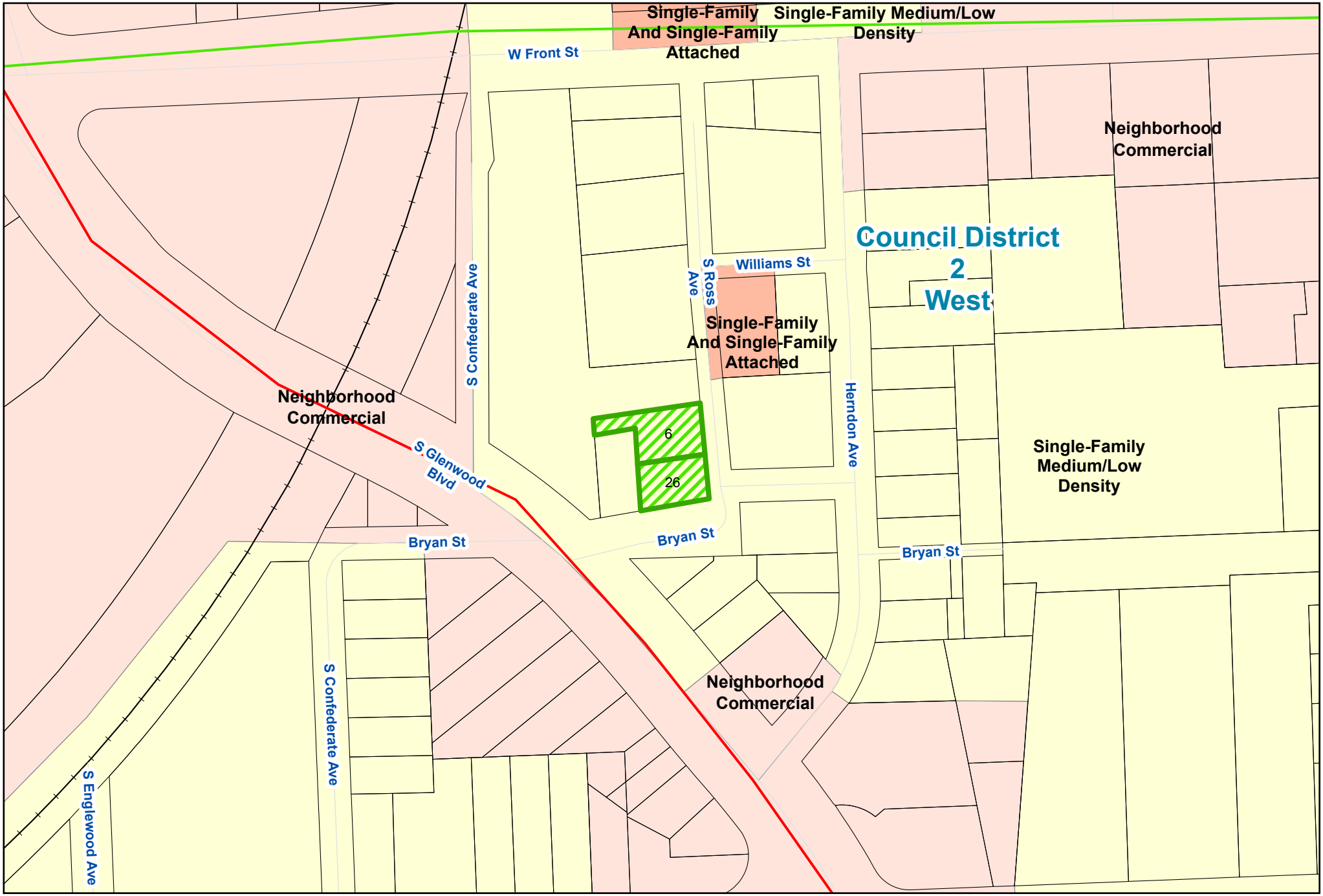
1 inch equals 150 feet

N

ZONING CASE

Zoning Case #: Z25-011
Current Zoning: R-MF
Proposed Zoning: R-1D
YESENIA LOPEZ

Subject Property



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1 inch equals 150 feet

N

ZONING CASE

Zoning Case #: Z25-011
Current Zoning: R-MF
Proposed Zoning: R-1D
YESENIA LOPEZ

Subject Property



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1 inch equals 100 feet

N

ZONING CASE

Zoning Case #: Z25-011
Current Zoning: R-MF
Proposed Zoning: R-1D
YESENIA LOPEZ

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: June 25, 2025

Subject: Z25-015 COLLEGE HILL BAPTIST CHURCH (1309 WEST HOUSTON STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from R-1B, Single-Family Residential District, and C-1, Light Commercial District to R-2, Two-Family Residential Duplex District.

Item Reference:

The applicant is requesting the zone change to build duplexes for senior citizens on Lot 12A of NCB 324-D, one lot containing approximately 1.85 acres of land located at the northwest intersection of Confederate Avenue and West Houston Street (1309 West Houston Street).

According to the Unified Development Code (UDC), the R-2 district is primarily intended to accommodate single-family detached and two-family (duplex) housing on individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front, 25 feet in the rear, 6 feet on the interior side and 12 feet on the corner side. Minimum lot size is 7,500 square feet.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north, south, and west are zoned R-2, Two Family Duplex District, and C-1, Light Commercial District, and are developed with a church and single-family homes. The

adjacent properties to the east are zoned R-2, Two Family Duplex District, C-1, Light Commercial District, and R-1B, Single-Family Residential District, and are developed with single-family homes.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as Single-Family Medium/Low Density. This request would amend the FLUG to Single-Family and Single-Family Attached.

The applicant is requesting the zone change to build duplexes for senior citizens. To accommodate this project, the property will be subdivided to allow for the construction of seven to eight duplexes. Currently, the site has a split zoning designation, including C-1 (Light Commercial), R-1B (Single-Family Residential), and R-2 (Two-Family Duplex). The applicant aims to establish uniform zoning across the property to ensure compliance with the proposed duplex development. This request would accomplish the Tyler 1st goal of adding more housing to the North End.

On June 3, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, June 20, 2025, of the 24 notices mailed, no notices were returned in favor, and one notice was returned in opposition to the request for a total protest calculation of 1.28 percent. No explanation was noted for the opposition.

All other departments have reviewed the application and anticipate a positive impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from R-1B, Single-Family Residential District, and C-1, Light Commercial District to R-2, Two-Family Residential Duplex District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Protest Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM R-1B, SINGLE-FAMILY RESIDENTIAL DISTRICT AND C-1, LIGHT COMMERCIAL DISTRICT TO R-2, TWO-FAMILY RESIDENTIAL DUPLEX DISTRICT ON LOT 12A OF NCB 324-D, ONE LOT CONTAINING APPROXIMATELY 1.85 ACRES OF LAND LOCATED AT THE NORTHWEST INTERSECTION OF CONFEDERATE AVENUE AND WEST HOUSTON STREET (1309 WEST HOUSTON STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; PROVIDING A SEVERABILTY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z25-015

That the following described property, which has heretofore been zoned R-1B, Single-Family Residential District, and C-1, Light Commercial District, shall hereafter bear the zoning classification of R-2, Two-Family Residential Duplex District, to wit:

> On Lot 12A of NCB 324-D, one lot containing approximately 1.85 acres of land located at the northwest intersection of Confederate Avenue and West Houston Street (1309 West Houston Street).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Single-Family and Single-Family Attached.

PART 3: 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 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 25th day of June A.D., 2025.

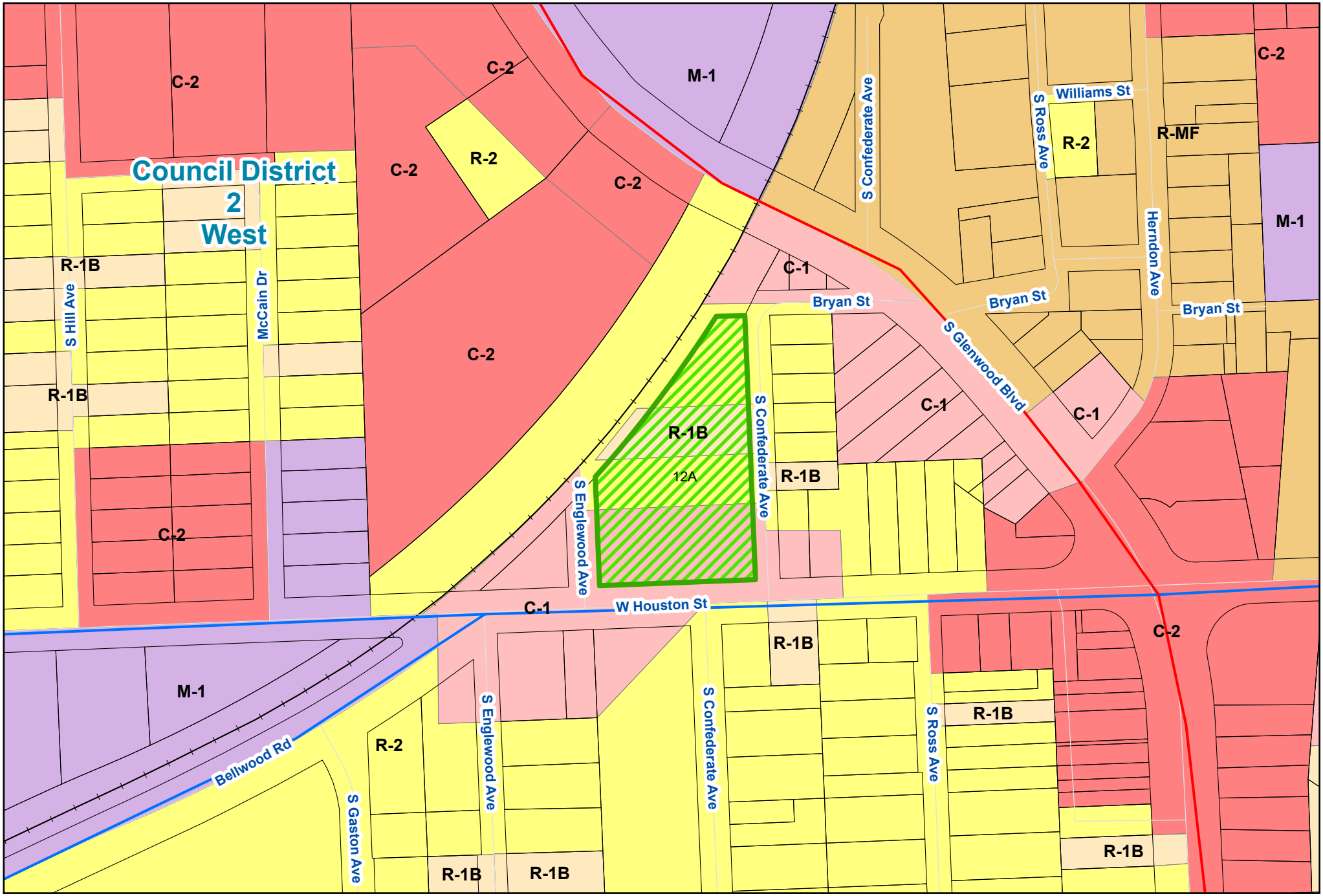
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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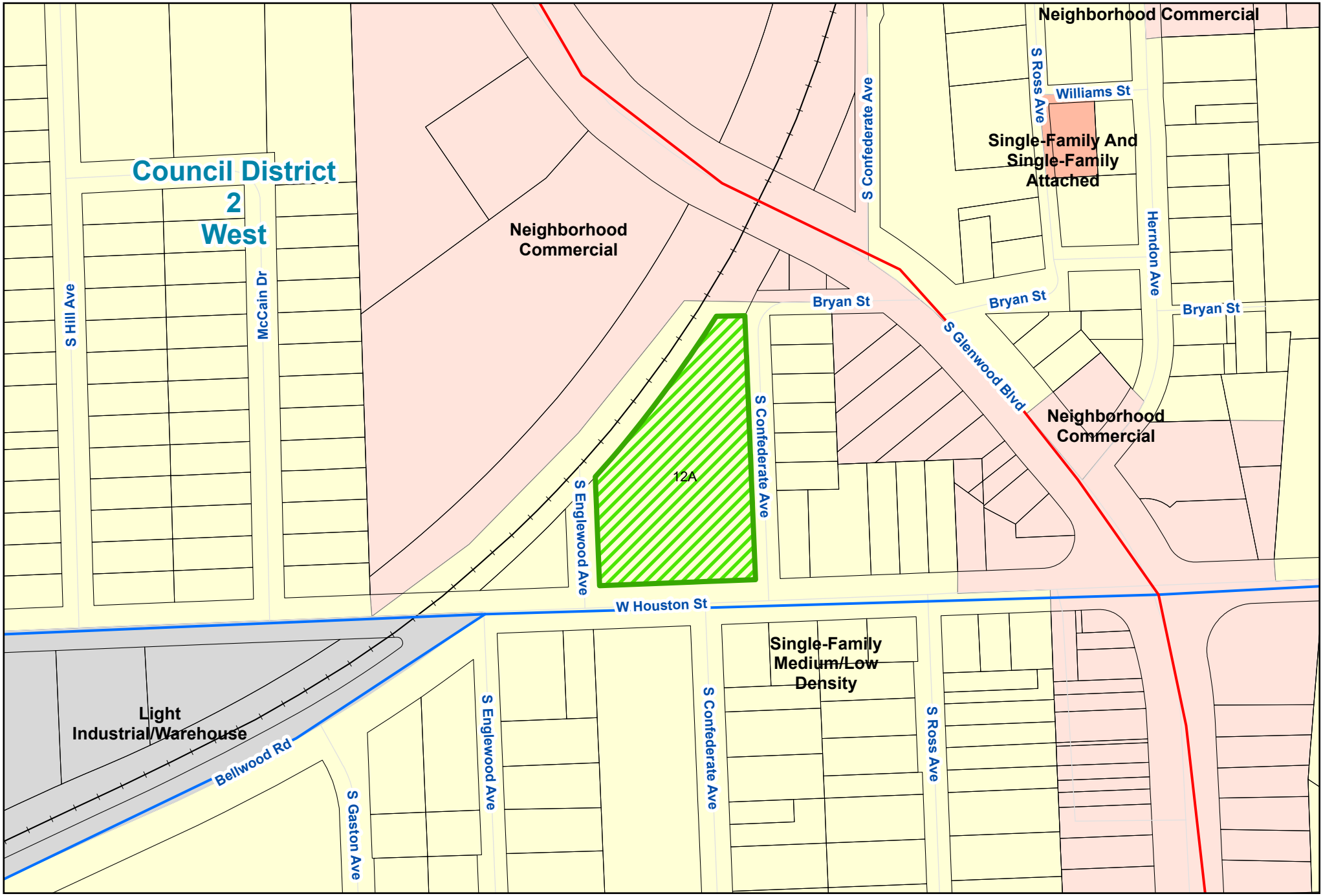
1 inch equals 200 feet

N

ZONING CASE

Zoning Case #: Z25-015
Current Zoning: R-1B and C-1
Proposed Zoning: R-2
COLLEGE HILL BAPTIST CHURCH

Subject Property



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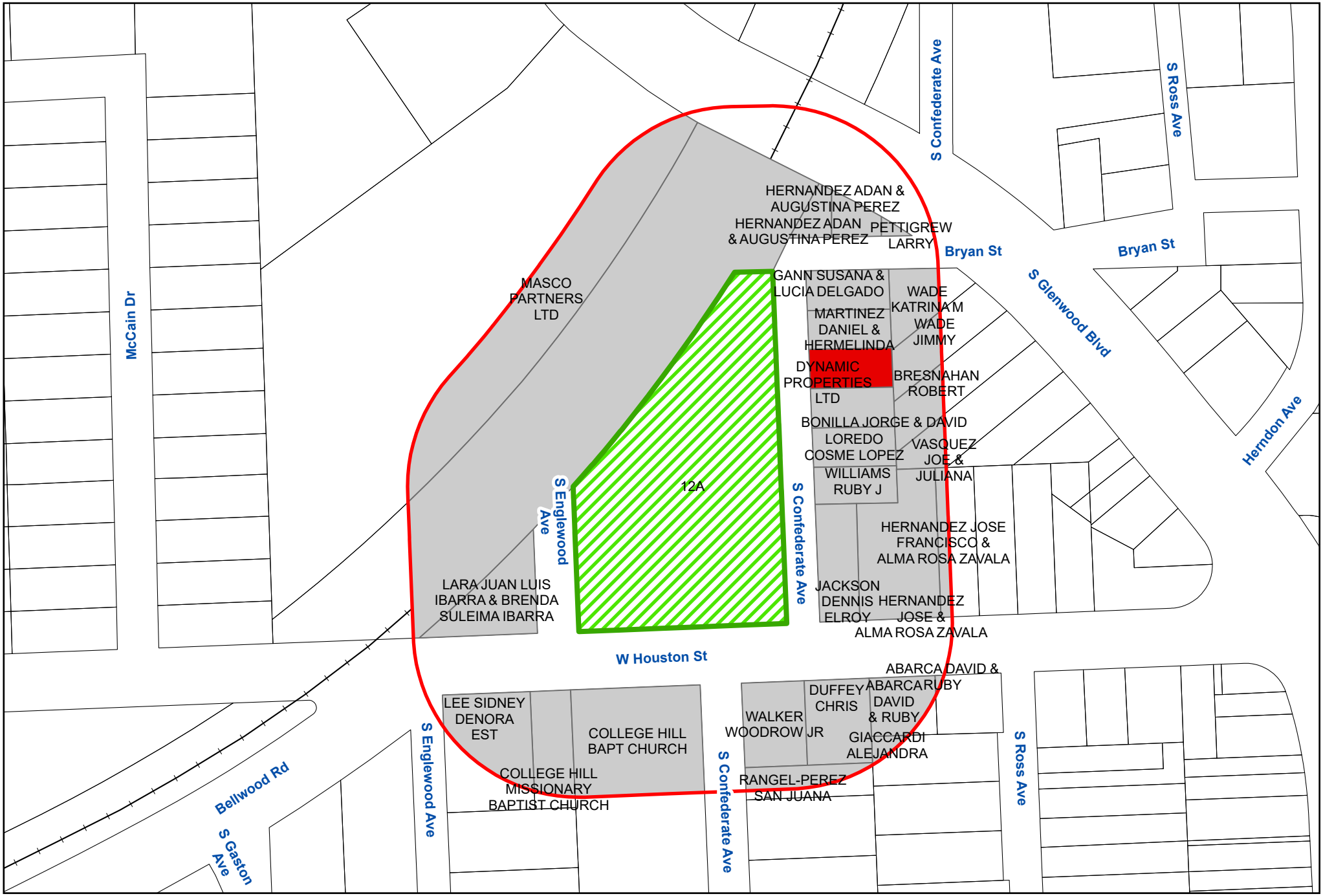
1 inch equals 200 feet

N

ZONING CASE

Zoning Case #: Z25-015
Current Zoning: R-1B and C-1
Proposed Zoning: R-2
COLLEGE HILL BAPTIST CHURCH

Subject Property



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1 inch equals 150 feet

N

ZONING CASE

Zoning Case #: Z25-015
Current Zoning: R-1B and C-1
Proposed Zoning: R-2
COLLEGE HILL BAPTIST CHURCH

Subject Property
200' Mailed Notification Area
Protest Lots

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-4

Date: June 25, 2025

Subject: Z25-010 HERITAGE BAPTIST CHURCH OF TYLER (7720 SOUTH BROADWAY AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District, to C-1, Light Commercial District.

Item Reference:

The applicant is requesting the zone change to develop a medical clinic and surgery center on Lots 24 and 24D of NCB 1449, one lot containing approximately 2.00 acres of land located at the northeast intersection of South Broadway Avenue and Cambridge Road (7720 South Broadway Avenue).

According to the Unified Development Code (UDC), the C-1, Light Commercial District allows restaurants, private clubs, antique shops, banks, service stations, offices and retail stores without any outdoor display or storage of merchandise or goods. The maximum building height allowed within this district is two and one-half stories or 42 feet in height. The setback requirements are 10 feet in the front, 10 feet in the rear, zero feet on the interior side (10 feet if abuts a residential district) and 15 feet on the corner side. The minimum lot area is 7,000 square feet. Off-street parking is determined by the specific use proposed. Properties with a commercial designation are subject to UDC Development Standards such as landscaping and tree preservation, bufferyards, and sign regulations.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north and west are zoned C-1, Light Commercial District and are developed with commercial uses. The properties to the east are zoned PUR, Planned Unit Residential and are developed with single-family homes. The properties to the south are zoned C-1, Light Commercial District and RPO, Restricted Professional Office District and are developed with a business and an office.

The request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as General Commercial.

On June 3, 2025, the Planning and Zoning Commission held a public hearing on this request. The applicant was present and spoke in detail about the project. The church will be sold and turned into a medical office. Two neighbors spoke on the item; one was only inquiring more information on the project. The other was representing a neighbor who was expressing his opposition to the zone change.

As of Friday June 20, 2025, of the 16 notices mailed, no notices were returned in favor of the request, and three notices were returned in opposition with a total protest calculation of 5.43 percent. The opposition cited concerns with the property being developed as commercial and potential impacts on noise and traffic in the area.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from R-1A, Single-Family Residential District to C-1, Light Commercial District.

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT TO C-1, LIGHT COMMERCIAL DISTRICT. ON LOTS 24 AND 24D OF NCB 1449, ONE LOT CONTAINING APPROXIMATELY 2.00 ACRES OF LAND LOCATED AT THE NORTHEAST INTERSECTION OF SOUTH BROADWAY AVENUE AND CAMBRIDGE ROAD (7720 SOUTH BROADWAY AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z25-010

That the following described property, which has heretofore been zoned R-1A, Single-Family Residential District, shall hereafter bear the zoning classification of C-1, Light Commercial District, to wit:

> On Lots 24 and 24D of NCB 1449, one lot containing approximately 2.00 acres of land located at the northeast intersection of South Broadway Avenue and Cambridge Road (7720 South Broadway Avenue).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above-described zoning.

PART 3: 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 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 25th day of June A.D., 2025.

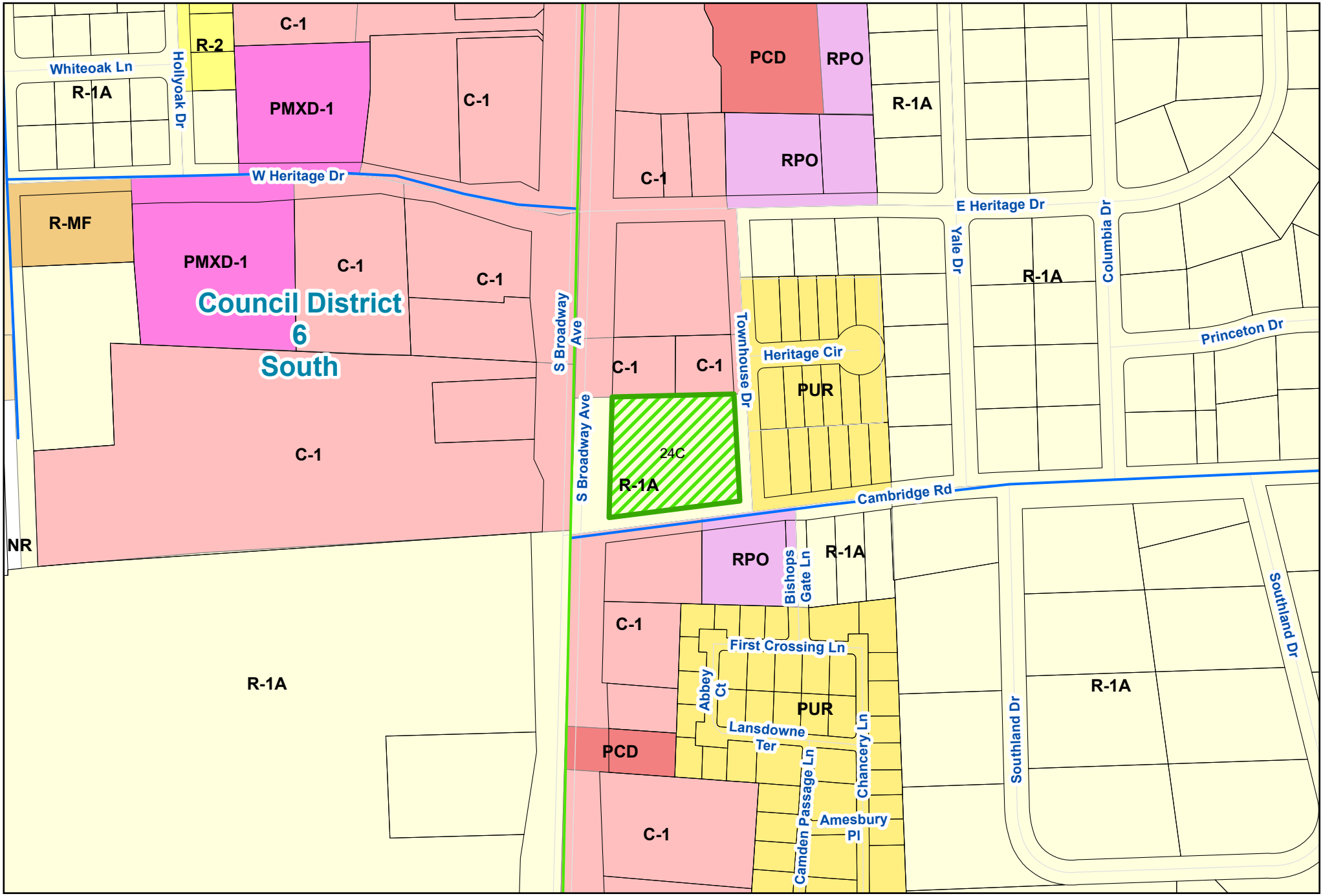
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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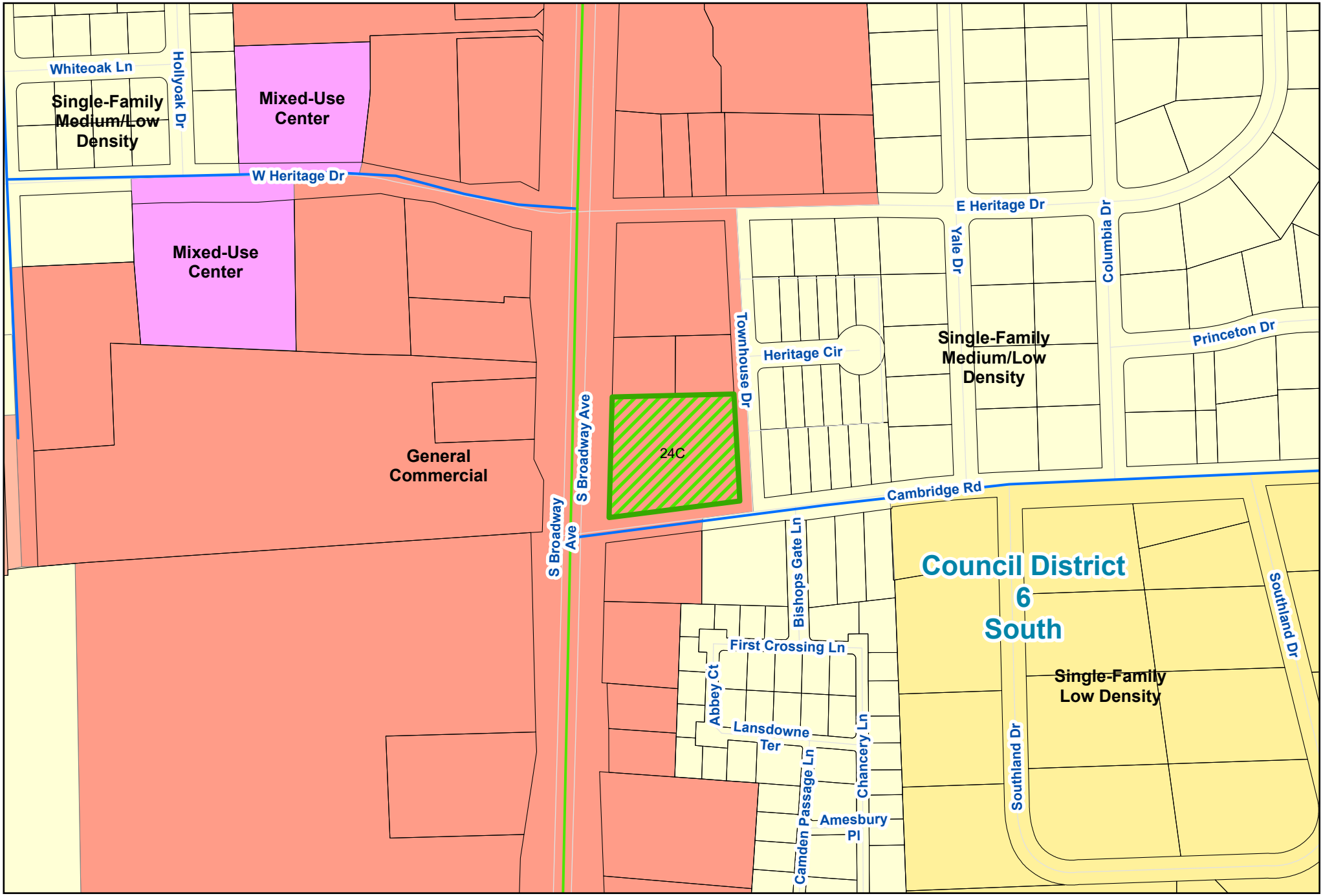
1 inch equals 300 feet

N

ZONING CASE

Zoning Case #: Z25-010
Current Zoning: R-1A
Proposed Zoning: C-1
HERITAGE BAPTIST CHURCH OF TYLER

Subject Property



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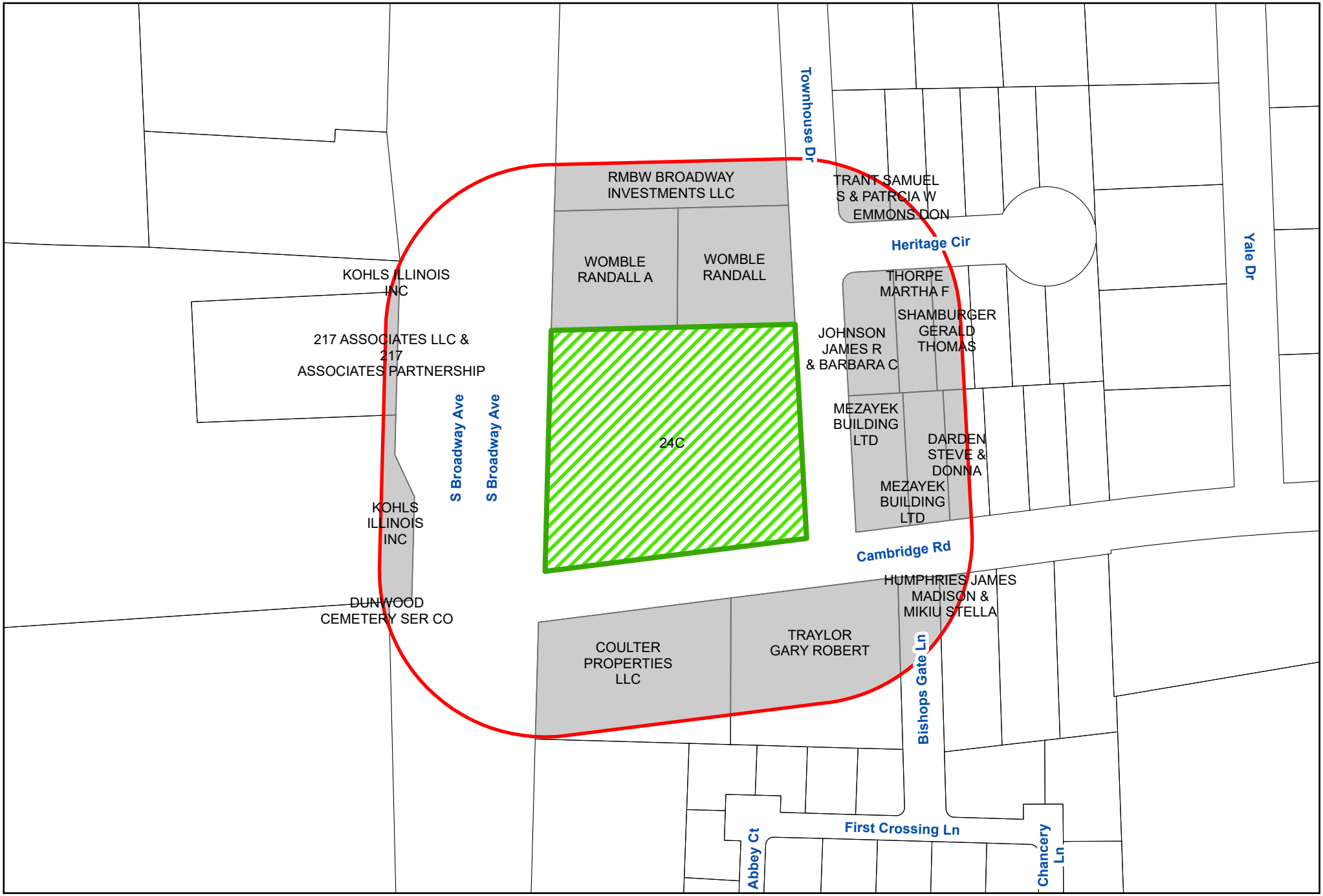
1 inch equals 300 feet

N

ZONING CASE

Zoning Case #: Z25-010
Current Zoning: R-1A
Proposed Zoning: C-1
HERITAGE BAPTIST CHURCH OF TYLER

Subject Property



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1 inch equals 150 feet

N

ZONING CASE

Zoning Case #: Z25-010
Current Zoning: R-1A
Proposed Zoning: C-1
HERITAGE BAPTIST CHURCH OF TYLER

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-5

Date: June 25, 2025

Subject: Z25-013 SRK Group LLC (2901 COUNTY ROAD 2347) Request that the City Council consider adoption of an Ordinance approving a zone change from R-MF, Multi-Family Residential District to C-2, General Commercial District.

Item Reference:

The applicant is requesting the zone change to build a motel on Lot 4B of NCB 1402, one lot containing approximately 3.42 acres of land located northeast of the intersection of East Front Street and South-Southeast Loop 323 (2901 County Road 2347).

According to the Unified Development Code (UDC), the C-2, General Commercial District allows automobile garages and sales lots, hotels, restaurants, warehouses, offices, and retail establishments with outdoor display or storage of merchandise. The maximum building height allowed within the "C-2" District is three stories or 45 feet in height. The setback requirements are 10 feet in the front, 10 feet in the rear, zero feet on the interior side (10 feet if abuts a residential district) and 15 feet on the corner side. The minimum lot area is 14,000 square feet. Off-street parking for commercial-type uses is determined by the specific use proposed. Properties with a commercial designation are subject to UDC Development Standards such as landscaping and tree preservation, bufferyards, and sign regulations.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action.
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan.
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city.
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the district that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with the approval criteria.

The adjacent properties to the north and east are zoned M-1, Light Industrial District and is vacant and commercially used, respectively. The adjacent properties to the south and west are zoned C-2 and are developed with commercial uses.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as Multi-Family. This request would amend the FLUG to General Commercial, which is consistent with the area.

The property was previously used as a dormitory. The applicant plans to convert it to motel/hotel lodging and will be required to meet all applicable codes and standards.

On June 3, 2025, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, June 20, 2025, of the five notices mailed, two notices were returned in favor of the request, and none were returned in opposition.

All other departments have reviewed the application and anticipate no significant impact on services or facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from R-MF, Multi-Family Residential District to C-2, General Commercial District.

Attachments:
Ordinance
Location Map
Future Land Use Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM R-MF, MULTI-FAMILY RESIDENTIAL DISTRICT TO C-2, GENERAL COMMERCIAL DISTRICT. ON LOT 4B OF NCB 1402, ONE LOT CONTAINING APPROXIMATELY 3.42 ACRES OF LAND LOCATED NORTHEAST OF THE INTERSECTION OF EAST FRONT STREET AND SOUTH-SOUTHEAST LOOP 323 (2901 COUNTY ROAD 2347); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z25-013

That the following described property, which has heretofore been zoned R-MF, Multi-Family Residential District, shall hereafter bear the zoning classification of C-2, General Commercial District, to wit:

> On Lot 4B of NCB 1402, one lot containing approximately 3.42 acres of land located northeast of the intersection of East Front Street and South-Southeast Loop 323 (2901 County Road 2347).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above-described.

PART 3: 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 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 25th day of June A.D., 2025.

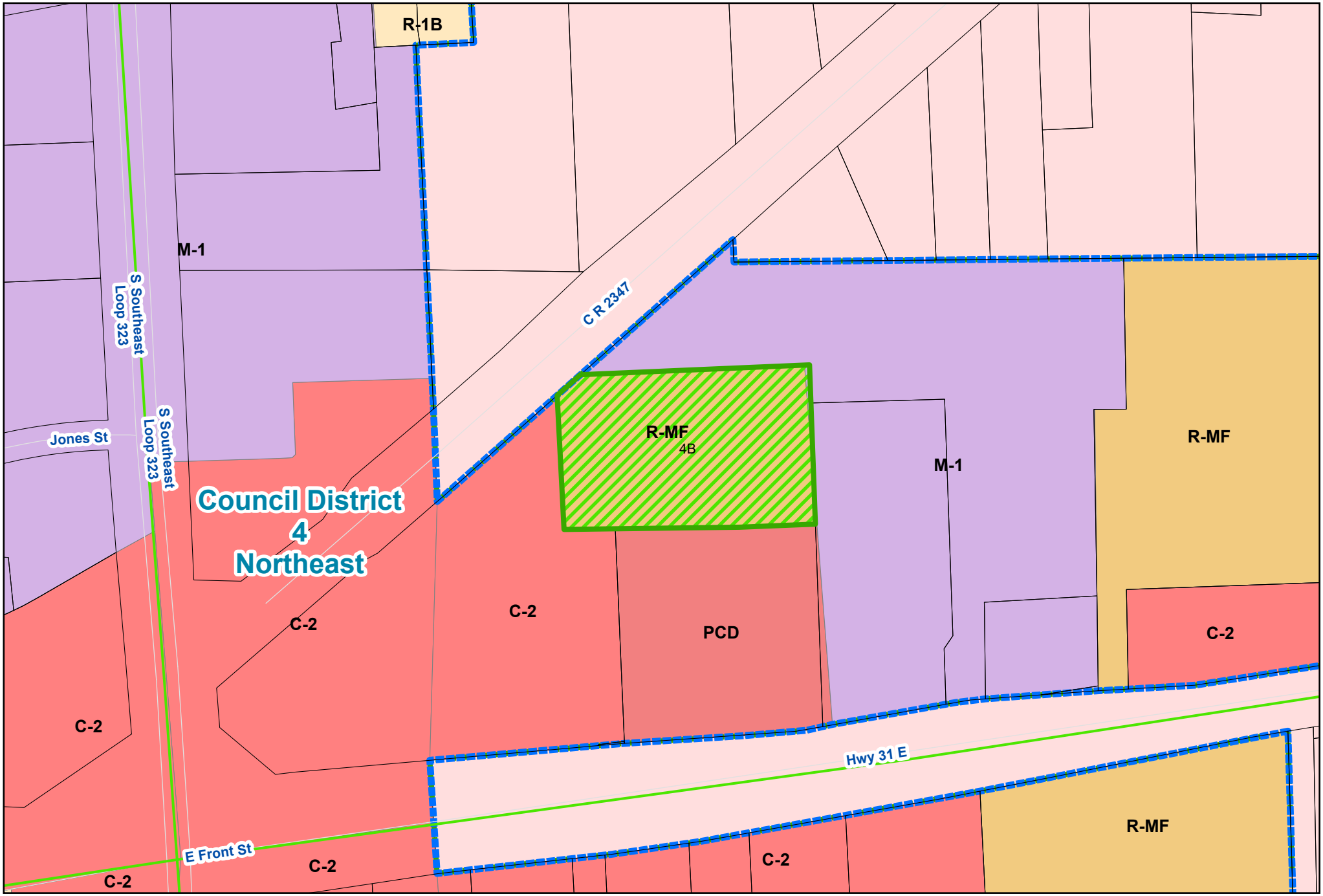
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



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1 inch equals 250 feet

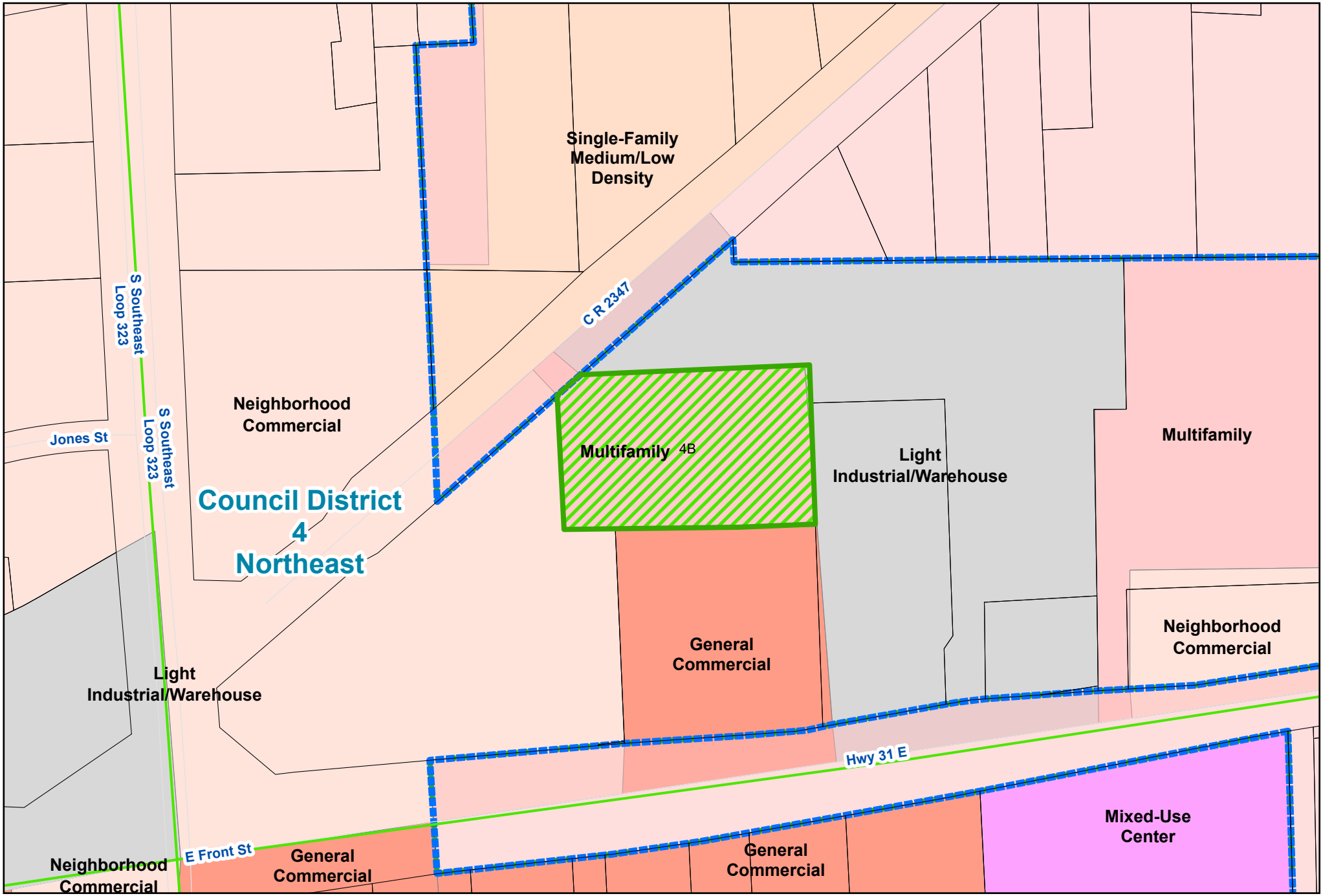
N

ZONING CASE

Zoning Case #: Z25-013
Current Zoning: R-MF
Proposed Zoning: C-2
SRK GROUP LLC

Subject Property

City Limits



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1 inch equals 250 feet

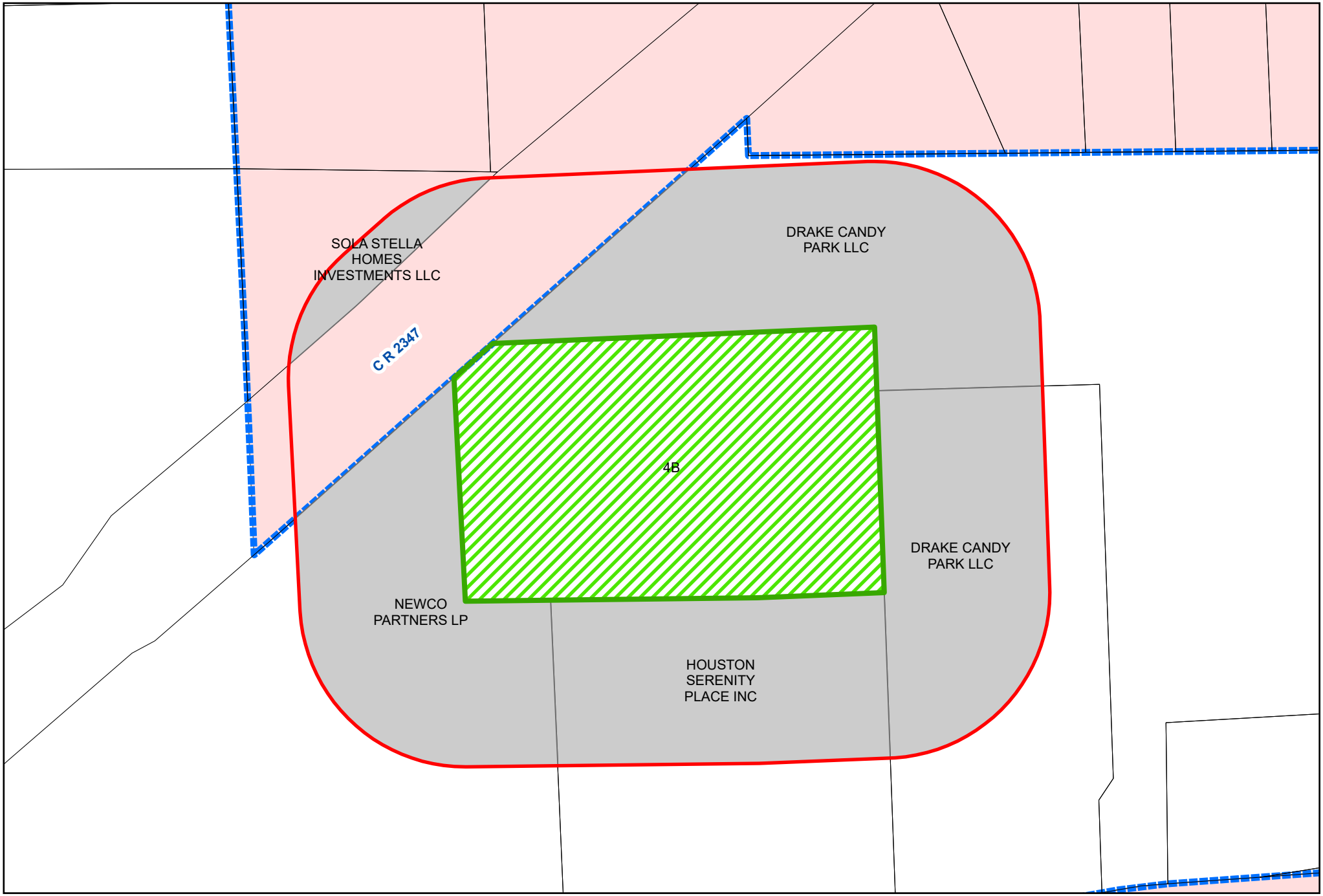
N

ZONING CASE

Zoning Case #: Z25-013
Current Zoning: R-MF
Proposed Zoning: C-2
SRK GROUP LLC

Subject Property

City Limits



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1 inch equals 150 feet

N

ZONING CASE

Zoning Case #: Z25-013
Current Zoning: R-MF
Proposed Zoning: C-2
SRK GROUP LLC

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-6

Date: June 25, 2025

Subject: PD25-007 GENECOV WEST MUD CREEK LLC (8061 HOLLYTREE DRIVE) Request that the City Council consider adoption of an Ordinance approving a zone change from R-1A, Single-Family Residential District to PUR Planned Unit Residential District with final site plan.

Item Reference:

The applicant is requesting the zone change to build single-family detached homes with a gated entry and private street on a 6.87 acre portion of Tract 5B of Abst A0562 M Long, one tract of land containing approximately 16.68 acres of land located north of the intersection of Hollytree Drive and Legacy Bend (8061 Hollytree Drive).

According to the Unified Development Code (UDC), the PUR, Planned Unit Residential District is primarily for the medium to high density development of unique and innovative forms of detached single-family housing on individually platted lots. A PUR development uses the total space within a development by creating common open spaces, scenic and recreational areas and other spaces that will compensate for the reduction of land area dedicated for residential structures. It is the intent of the PUR to provide for residential developments that utilize private streets, owned and maintained by a Homeowner's Association. The PUR district is not intended as a convenience to circumvent regulations set forth in other residential districts, or as a tool for mass variance, without provisions of common areas. All developments created in a PUR district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

In addition to the zoning change criteria above, the City Council will consider the following specific objectives and criteria for approving any type of planned district currently permitted in this code:

a. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community;
b. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;
c. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and pedestrian walkways;
d. The provisions of cultural or recreational facilities for all segments of the community;
e. The location of general building envelopes to take maximum advantage of the natural and manmade environment; and
f. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north are zoned PUR and are developed with single-family homes. The properties to the west are zoned PXR, Planned Mixed Residential District and are developed with single-family homes. The property to the south is zoned PMXD-1, Planned Mixed Use District and is currently undeveloped.

This request is consistent with the Future Land Use Guide identifies this property as Single-Family Medium/Low Density.

The PUR site plan proposes seven detached homes accessed from a gated, private street. The proposed building heights and setbacks are consistent with R-1A standards.

On June 3, 2025, the Planning and Zoning Commission held a public hearing for this request. Chris McNertney with the Genecov Group spoke in favor of the request. No one spoke in opposition.

As of Friday, June 20, 2025, of the 15 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

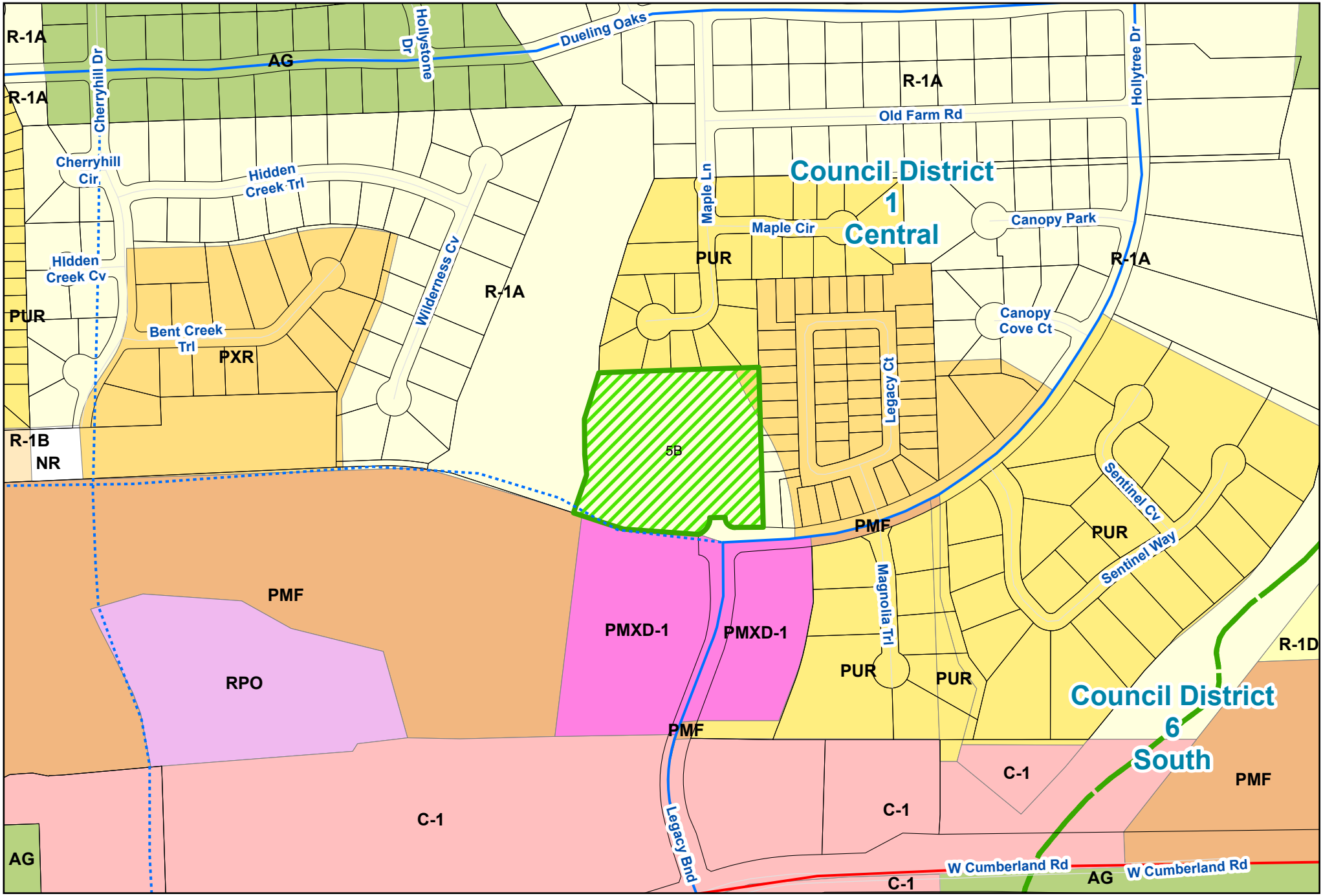
The Planning and Zoning Commission by a 7-0 vote recommends approval of the zone change from R-1A, Single-Family Residential District to PUR Planned Unit Residential District with final site plan.

Attachments:
Location Map
Future Land Use Map

Notification Map
Ordinance

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager



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1 inch equals 400 feet

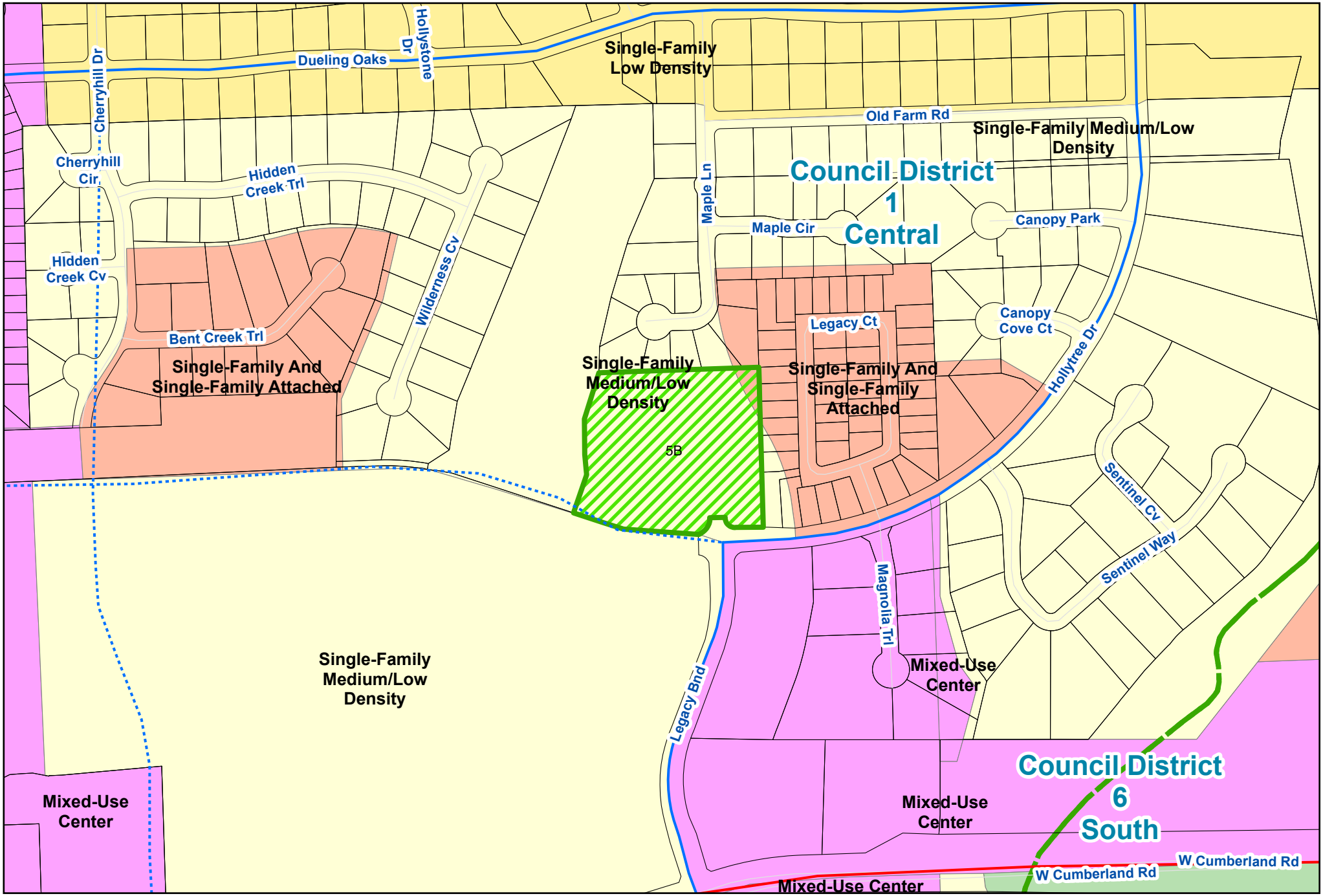
N

ZONING CASE

Zoning Case #: PD25-007
Current Zoning: R-1A
Proposed Zoning: PUR
GENECOV WEST MUD CREEK LLC

Subject Property

Council District Boundary



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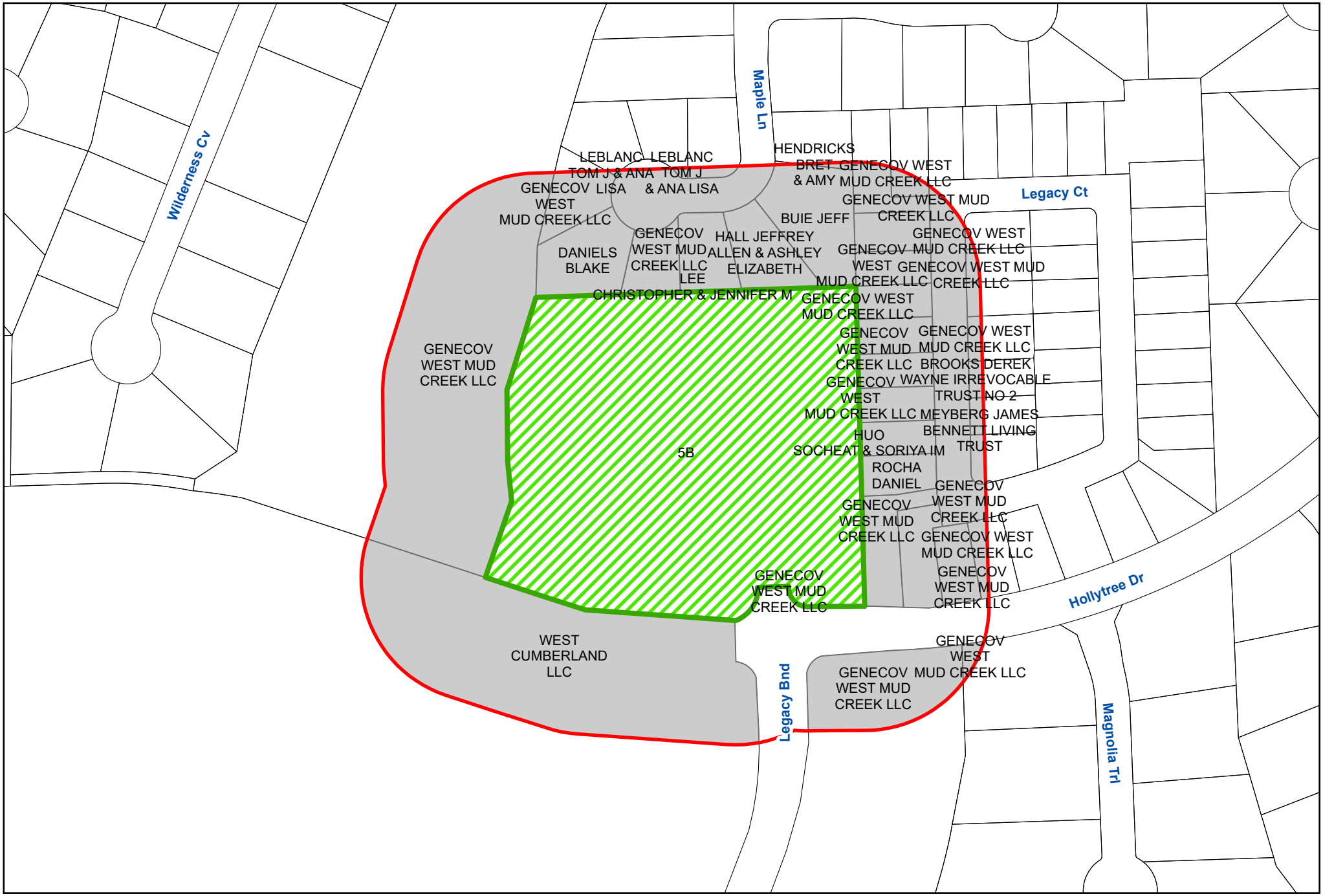
N

ZONING CASE

Zoning Case #: PD25-007
Current Zoning: R-1A
Proposed Zoning: PUR
GENECOV WEST MUD CREEK LLC

Subject Property

Council District Boundary



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1 inch equals 200 feet

N

ZONING CASE

Zoning Case #: PD25-007
Current Zoning: R-1A
Proposed Zoning: PUR
GENECOV WEST MUD CREEK LLC

Subject Property

200' Mailed Notification Area

ORDINANCE NO. O-2025-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT TO PUR, PLANNED UNIT RESIDENTIAL DISTRICT WITH FINAL SITE PLAN ON A 6.87 ACRE PORTION OF TRACT 5B OF ABST A0562 M LONG, ONE TRACT OF LAND CONTAINING APPROXIMATELY 16.68 ACRES OF LAND LOCATED NORTH OF THE INTERSECTION OF HOLLYTREE DRIVE AND LEGACY BEND (8061 HOLLYTREE DRIVE); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

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

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION PD25-007

That the following described property, which has heretofore been zoned "R-1A", Single-Family Residential District, shall hereafter bear the zoning classification of "PUR", Planned Unit Residential District, to wit:

> On a 6.87 acre portion of Tract 5B of Abst A0562 M Long, one tract of land containing approximately 16.68 acres of land located north of the intersection of Hollytree Drive and Legacy Bend (8061 Hollytree Drive) as depicted and in accordance with the Final Site Plan in Exhibit "A" attached hereto and incorporated herein.

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: 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 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished

by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be June 25th, 2025.

PASSED AND APPROVED this the 25th day of June A.D., 2025.

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

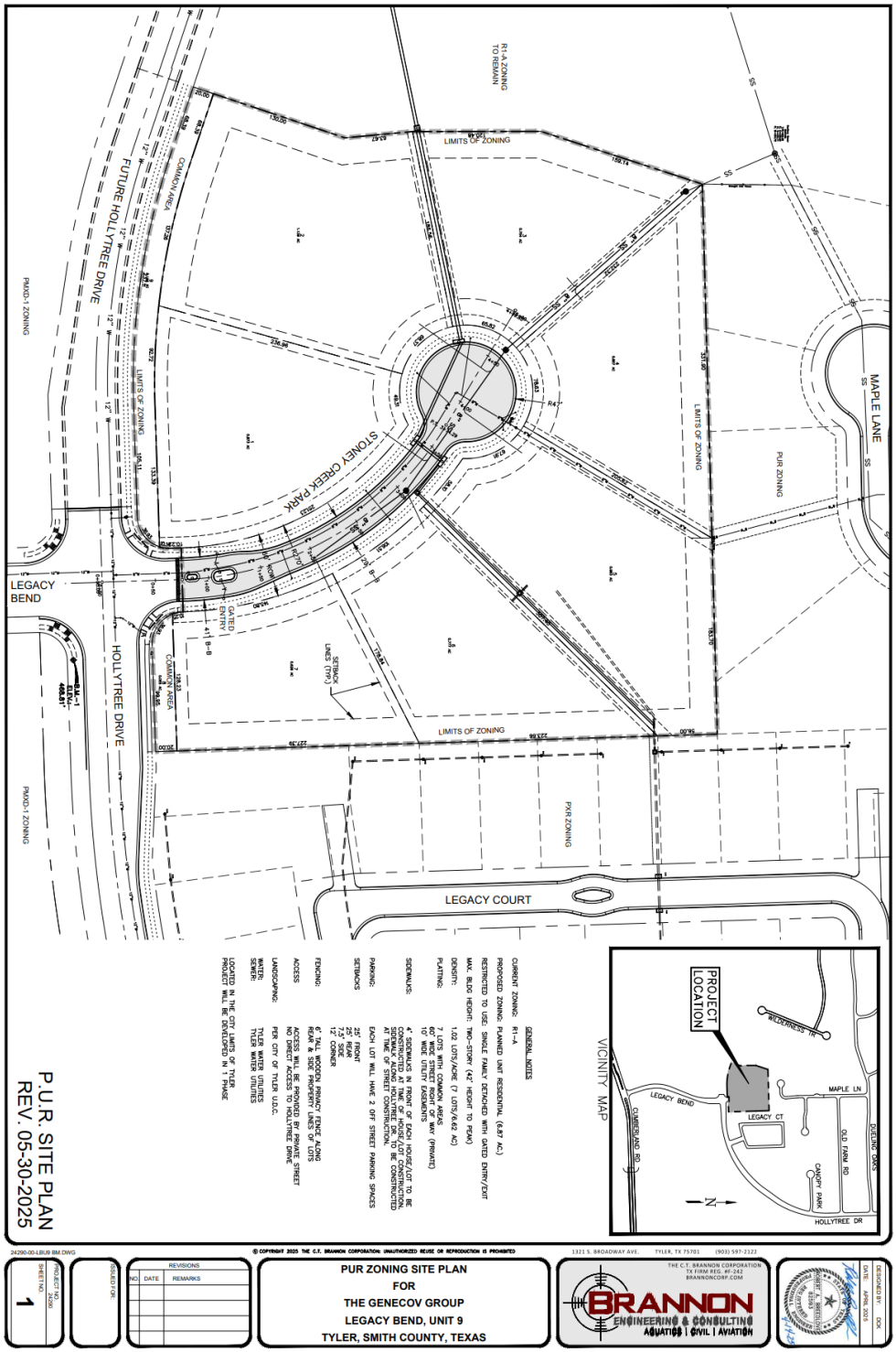
A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2025-
EXHIBIT "A"
FINAL SITE PLAN



GENERAL NOTES

CURRENT ZONING: R1-A
PROPOSED ZONING: PLANNED UNIT RESIDENTIAL (6.87 AC.)
RESTRICTED TO USE: SINGLE FAMILY DETACHED WITH GATED ENTRY/EXIT
MAX. BLDG HEIGHT: TWO-STORY (42' HEIGHT TO PEAK)
DENSITY: 1.02 LOTS/ACRE (7 LOTS/6.62 AC)
PLATTING: 7 LOTS WITH COMMON AREAS
60' PUBLIC ROADWAY WAY (PRIVATE)
10' WIDE UTILITY EASEMENTS
SIDEWALKS: 4' SIDEWALKS IN FRONT OF EACH HOUSE/LOT TO BE CONSTRUCTED AT TIME OF HOUSE/LOT CONSTRUCTION. SIDEWALKS ALONG HOLLYTREE DRIVE TO BE CONSTRUCTED AT TIME OF STREET CONSTRUCTION.
PARKING: EACH LOT WILL HAVE 2 OFF STREET PARKING SPACES
SETBACKS: 25' FRONT
25' REAR
7.5' SIDE
12' CORNER
FENCING: 6' TALL WOODEN PRIVACY FENCE ALONG REAR & SIDE PROPERTY LINES OF LOTS
ACCESS: ACCESS WILL BE PROVIDED BY PRIVATE STREET
NO DIRECT ACCESS TO HOLLYTREE DRIVE
LANDSCAPING: PER CITY OF TYLER U.D.C.
WATER: TYLER WATER UTILITIES
SEWER: TYLER WATER UTILITIES
LOCATED IN THE CITY LIMITS OF TYLER.
PROJECT WILL BE DEVELOPED IN 1 PHASE

P.U.R. SITE PLAN
REV. 05-30-2025

24290-00-LBUS BM.DWG

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THE C.T. BRANNON CORPORATION
TX FIRM REG. #F-242
BRANNONCORP.COM
BRANNON ENGINEERING & CONSULTING
AQUATICS | CIVIL | AVIATION

PROJECT NO. 24290-00
SHEET NO. 1
ASSISTOR:

REVISIONS		
NO	DATE	REMARKS

PUR ZONING SITE PLAN
FOR
THE GENECOV GROUP
LEGACY BEND, UNIT 9
TYLER, SMITH COUNTY, TEXAS

DESIGNED BY: DCK
DATE: APRIL 2025

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-1

Date: June 25, 2025

Subject: Request that the City Council consider adoption of an Ordinance approving the reappointment of a chairman and two members of the City of Tyler Tax Increment Reinvestment Zone No. 1 Board of Directors (TIRZ No. 1)

Item Reference:

On December 23, 1998, the City of Tyler designated the Tyler Industrial Park as Tax Increment Reinvestment Zone No. 1. The Board consists of nine members, with members serving staggered, two-year terms. The City of Tyler makes six appointments to the Board of Directors. The Board of Directors makes recommendations to the governing body of the municipality that creates the zone (the City of Tyler) concerning the administration of the project planned for the zone.

A tax increment financing plan was approved to help provide financing for the Skills Training Center to be located in the Tyler Industrial Park. At the successful conclusion of that project, the Tyler City Council approved an Amended Project Plan for a new Energy Center on August 14, 2013. On May 10, 2023, the City Council reappointed Billy Hibbs, Jr., and on February 14, 2024, the City Council appointed Jo Ann Hampton, as two of the City's six representatives. The terms for both representatives began January 1, 2023 and expired January 1, 2025. On February 14, 2024, the City Council also re-appointed Dean Cagle as Chairman of the Board of Directors for a one-year term from January 1, 2024 to January 1, 2025.

As administrator for the Zone, the Tyler Economic Development Council requests that the City Council reappoint Jo Ann Hampton and Billy Hibbs, Jr., and to reappoint Dean Cagle or another representative as Chairman of the Board. New membership terms for these three representatives will be retroactive January 1, 2025 to January 1, 2027. The new Chairmanship term will be retroactive from January 1, 2025 to January 1, 2026.

RECOMMENDATION:

It is recommended that the City Council consider adoption of an Ordinance approving the reappointment of a chairman and two members of the City of Tyler Tax Increment Reinvestment Zone No. 1 Board of Directors

Attachments:
TIRZ No. 1 Board Appointments

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPROVING THE APPOINTMENT OF POSITION 1/CHAIRPERSON AND DIRECTORS FOR POSITION NUMBERS TWO, FIVE, AND SEVEN TO THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NO. 1; SETTING FORTH OTHER PROVISIONS RELATED THERETO; MAKING FINDINGS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted Ordinance No. O-1998-100 designating a contiguous area within the City of Tyler, Texas as Reinvestment Zone Number One ("Zone No. 1") under the provisions of Chapter 311 of the Texas Tax Code; and

WHEREAS, the Bylaws of Zone No. 1 provide for a Board of Directors for Zone No. 1 consisting of eight (8) members serving two-year terms, six appointed by the City Council, one appointed by the governing body of Smith County, and one appointed by the governing body of Tyler Junior College District; and

WHEREAS, on 12/8/21, the City Council previously approved certain appointments and reappointments to the Tax Reinvestment Zone No. 1 Board of Directors; and

WHEREAS, on 5/24/23, the City Council previously approved certain appointments and reappointments to the Tax Reinvestment Zone No. 1 Board of Directors; and

WHEREAS, the City Council hereby approves the nomination and appointment of the duly qualified persons listed below to Chairperson (1) and to Positions 2 and 5 on the Board of Directors for Zone No. 1 for the terms as described; and

WHEREAS, the City Council hereby approves the nomination and appointment by Smith County of the duly qualified person~~s~~ listed below to Position 7 on the Board of Directors for Zone No. 1 for the term~~s~~ 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 each nominee listed in Part 2 is at least 18 years of age and:

1. If the Board is covered by Texas Local Government Code Section 311.009(a), is (i) a resident of the county in which the Zone is located or a county adjacent to that county; or (ii) owns real property in the Zone; OR
2. If the Board is covered by Texas Local Government Code Section 311.009(b), (i) owns real property in the Zone; or (ii) is an employee or agent of a person that owns real property in the Zone.

PART 2: Consent To and Approval of Appointment to the Board of Directors of Reinvestment Zone Number One

That the City Council does hereby consent to and approve of the appointment to the Board of Directors of Reinvestment Zone Number One, City of Tyler, Texas, of the duly qualified persons to Chairperson and all Director Positions, as described below:

Name and Address	**Position**	**Term Expires**
Dean Cagle	One/Chairperson	01-01-2026
JoAnn Hampton	Two	01-01-2027
Ed Thompson	Three	01-01-2026
Kathy Shieldes Harry	Four	01-01-2026
Billy Hibbs, Jr.	Five	01-01-2027
Tanya Redic	Six	01-01-2026
Commissioner Ralph Caraway, Sr.	Seven (County)	01-01-2027
Sarah Van Cleef	Eight (TJC)	01-01-2026

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 and approval by the City Council.

PASSED AND APPROVED on this the 25th day of June A.D., 2025.

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

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-2

Date: June 25, 2025

Subject: 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.

Item Reference: **Ordinance No. 0-2008-142; Resolution R-2008-8; Texas Property Tax Code Chapter 311; Texas Transportation Code Chapter 431; Texas Local Government Code Chapter 394**

The City of Tyler Tax Increment Reinvestment Zone Number Three (TIRZ No. 3) Board of Directors serves to approve financing public improvement projects and development projects as defined in the TIRZ boundary. The TIRZ No. 3 boundary consists of approximately 491 acres of land located in the Northwest Sector of the City along Loop 323. The majority of the property within TIRZ No. 3 is currently vacant with a couple of parks and a minimal amount residential property in the southern portion of the TIRZ. Growth within TIRZ No. 3 includes the development of Lake View Apartment Homes which is a 140-unit gated senior living community, the Pinnacle at North Chase which is a 120-unit master planned community, and Forest Meadows North featuring detached homes and townhomes. The purpose of TIRZ No. 3 is to help pay for infrastructure costs associated with the development of the North Chase Mixed-Use project. Specific project costs include landscaping & greenspace, sidewalks, underground utilities, curbs, drainage, detention ponds and lighting.

The existing Board includes the Mayor, the City Council, one Smith County Commissioner, and one Tyler Junior College representative. In accordance with the creation ordinance O-2008-142, the Chairpersons shall be appointed annually by the Mayor, and the City Council shall annually approve the appointments of the Chairs and the Directors to the Boards of Tax Increment Reinvestment Zone No. 3.

Additionally, appointment of Directors to serve on the Tyler Redevelopment Authority, which is the Local Government Corporation created to manage and implement TIRZ No. 3 on behalf of the City, is also required.

The recommended reappointments for the Board of Directors of Reinvestment Zone Three and the Tyler Redevelopment Authority are Mayor Donald P. Warren, as Chairman of the Board, with a term ending May 22, 2026; Councilmember Shonda Marsh, with a term ending May 22, 2026; Broderick McGee, with a term ending June 22, 2027; Kari Perkins, with a term ending June 22, 2027; and Joe Turner, with a term ending June 22, 2027.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Ordinance approving appointments to the Boards of Directors of the Tax Increment Reinvestment Zone No. 3 (TIRZ No. 3) and the Tyler Redevelopment Authority.

Attachments:
TIRZ No. 3 Board Appointments

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

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPROVING THE APPOINTMENT OF POSITION 1/CHAIRPERSON AND DIRECTORS FOR POSITION NUMBERS TWO, THREE, SIX, AND EIGHT TO THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NO. 3; SETTING FORTH OTHER PROVISIONS RELATED THERETO; MAKING FINDINGS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted Ordinance No. 0-2008-142 designating a 538.78 acre parcel of land within the City of Tyler, Texas as Reinvestment Zone Number Three ("Zone No. 3") under the provisions of Chapter 311 of the Texas Property Tax Code; and

WHEREAS, on 11/12/08, the City Council adopted Ordinance No. 0-2008-142 which established a Board of Directors for Zone No. 3 consisting of nine (9) members, being positions One (1) through Seven (7), to be nominated and appointed by the Mayor, position Eight (8) being appointed by the County of Smith, and Position Nine (9) being appointed by the Tyler Junior College District, 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 4/23/08, the City Council adopted Resolution No. R-2008-8 which created the Local Government Corporation (the Tyler Redevelopment Authority), pursuant to Chapter 431 of the Texas Transportation Code and Chapter 394 of the Texas Local Government Code, to manage and implement TIRZ No. 3; and

WHEREAS, on 2/24/16, the City Council adopted Ordinance No. O-2016-19, making certain appointments to the Board of Directors for Reinvestment No. 3 and to the Tyler Redevelopment Authority; and

WHEREAS, on 7/12/17, the City Council adopted Ordinance No. O-2017-50, making certain appointments to the Board of Directors for Reinvestment Zone No. 3 and to the Tyler Redevelopment Authority; and

WHEREAS, on 1/27/2021, the City Council adopted Ordinance No. O-2021-11, making certain appointments to the Board of Directors for Reinvestment Zone No. 3 and to the Tyler Redevelopment Authority; and

WHEREAS, on 8/24/2022, the City Council adopted Ordinance No. O-2022-81, making certain appointments to the Board of Directors for Reinvestment Zone No. 3 and to the Tyler Redevelopment Authority; and

WHEREAS, on 5/10/2023, the City Council adopted Ordinance No. O-2023-36, making certain appointments to the Board of Directors for Reinvestment Zone No. 3 and to the Tyler Redevelopment Authority; and

WHEREAS, on 10/11/2023, the City of Tyler Ordinance No. O-2023-95 adopted the Reinvestment Zone Number Three, City of Tyler, Texas, Amended and Restated Final Project and Finance Plan (the "Amended Plan"), and for the extended term to 2060.

WHEREAS, on 5/22/2024, the City of Tyler Ordinance No. O-2024-59 amended the Board of Directors composition, which reduced 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 one (1) board position to be appointed by the TJC Board of Trustees for the duration of Tyler Junior College's participation; and

WHEREAS, on 5/22/2024, the City Council adopted Ordinance No. O-2024-61, making certain appointments to the Board of Directors for Reinvestment Zone No. 3; and

WHEREAS, the City Council hereby approves the nomination and appointment of the duly qualified persons listed below to Chairperson (1) and to Positions 2 and 3 on the Board of Directors for Zone No. 3 for the terms as described; and

WHEREAS, the City Council hereby approves the nomination and appointment by Smith County of the duly qualified persons listed below to Positions 6 and 8 on the Board of Directors for Zone No. 3 for the terms 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 each nominee listed in Part 2 is at least 18 years of age and:

1. If the Board is covered by Texas Local Government Code Section 311.009(a), is (i) a resident of the county in which the Zone is located or a county adjacent to that county; or (ii) owns real property in the Zone; OR
2. If the Board is covered by Texas Local Government Code Section 311.009(b), (i) owns real property in the Zone; or (ii) is an employee or agent of a person that owns real property in the Zone.

PART 2: Consent To and Approval of Appointment to the Board of Directors of Reinvestment Zone Number Three

That the City Council does hereby consent to and approve of the appointment to the Board of Directors of Reinvestment Zone Number Three, City of Tyler, Texas, of the duly qualified persons to Chairperson and all Director Positions, as described below:

Name and Address	Position	Term Expires
Mayor Donald P. Warren	One/Chairperson	05-22-2026
Councilmember ~~Shirley McKellar~~ Shonda Marsh	Two/Vice Chair	05-22-2026
Broderick McGee	Three	05-22-2027
Councilmember James Wynne	Four	05-22-2026
Commissioner, Pct 4, Ralph Caraway, Sr.	Five (County)	05-22-2026
Kari Perkins	Six (County)	05-22-2027
Judge Neal Franklin	Seven (County)	05-22-2026
Joe Turner	Eight (County)	05-22-2027

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 and approval by the City Council.

PASSED AND APPROVED on this the 25th day of June A.D., 2025.

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

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. O-3

Date: June 25, 2025

Subject: 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).

Item Reference: **Texas Property Tax Code Chapter 311; O-2016-90; September 28, 2016**

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 and 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 creation ordinance approved on September 28, 2016 (O-2016-90) stipulated that the Board of Directors will be composed of nine members, including seven appointed by the Mayor and confirmed by City Council and three positions appointed by the other taxing jurisdictions if they participate. Under agreements with other taxing entities, the composition of the Board has been amended to include four appointed by the Mayor, three appointed by the County Judge, and two appointed by the TJC Board of Trustees.

All appointments shall be for two-year terms. The member of the Board of Directors appointed to Position One is hereby designated to serve as the chair of the Board of Directors for a one-year term beginning on the effective date of this Ordinance. Thereafter, the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of one year beginning on the anniversary of the effective date of this Ordinance. The City Council authorizes the Board of Directors to elect from its members a vice-chairman and such other officers as the Board of Directors sees fit.

The recommended reappointments for the Board of Directors of Reinvestment Zone are Mayor Donald P. Warren, as Chairman of the Board, with a term ending May 22, 2026; Councilmember James Wynne, with a term ending May 22, 2027; Commissioner, Pct 4, Ralph Caraway, Sr., with a term ending June 14, 2027; County Judge, Neal Franklin, June 14, 2027; David Hudson, TJC Board of Trustees, June 14, 2026; and Sarah Van Cleef, TJC CFO, June 14, 2027.

RECOMMENDATION:

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

Attachments:
TIRZ No. 4 Board Appointments

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

Edited/Submitted By:
City Manager

ORDINANCE NO. 0-2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, APPROVING THE APPOINTMENT OF POSITION 1/CHAIRPERSON AND DIRECTORS FOR POSITION NUMBERS THREE, FIVE, SEVEN, NINE AND TEN 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 Chairperson (1) and to Position 3 on the Board of Directors for Zone No. 4 for the terms as described; and

WHEREAS, the City Council hereby approves the nomination and appointment by Smith County of the duly qualified persons listed below to Positions 5 and 7 on the Board of Directors for Zone No. 4 for the terms as described below; and

WHEREAS, the City Council hereby approves the nomination and appointment by the TJC Board of Trustees of the duly qualified persons listed below to Positions 9 and 10 on the Board of Directors for Zone No. 4 for the terms 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 each nominee listed in Part 2 is at least 18 years of age and:

1. If the Board is covered by Texas Local Government Code Section 311.009(a), is (i) a resident of the county in which the Zone is located or a county adjacent to that county; or (ii) owns real property in the Zone; OR
2. If the Board is covered by Texas Local Government Code Section 311.009(b), (i) owns real property in the Zone; or (ii) is an employee or agent of a person that owns real property 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	05-22-2026
Broderick McGee	Two/Vice Chair	05-22-2026
Councilmember James Wynne	Three	05-22-2027
Jay Ward	Four	05-22-2026
Commissioner, Pct 4, Ralph Caraway, Sr.	Five (County)	06-14-2027
Casey Murphy	Six (County)	05-22-2026
County Judge, Neal Franklin	Seven (County)	06-14-2027
Ed Nichols	Eight (County)	05-22-2026
David Hudson, TJC Board of Trustees	Nine (TJC)	06-14-2026
Sarah Van Cleef, TJC CFO	Ten (TJC)	06-14-2027

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 25th day of June, A.D., 2025.

_____
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. O-4

Date: June 25, 2025

Subject: Request that the City Council consider receiving a presentation on the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2025-2026 Annual Plans 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 2025-2026 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 27, 2025, through June 12, 2025. There was a Residential Advisory Board (RAB) meeting held on May 6, 2025, between 9:30 a.m. and 11:30 a.m. Two public hearings were held on May 7, 2025, at 5:30 p.m. and May 13, 2025, a.m. at 10:30 a.m.

RECOMMENDATION:

It is recommended that the City Council adopt the Ordinance approving the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2025-2026 Annual Plans and adopt the attached ordinance related to approval thereof.

Attachments:
Ordinance_FY 2025-2026 FSS_HCV Admin Plans_legal_06062025
50077-CR_06062025
50077-SL_06062025
50077-ST-HCV-HP_06062025
HUD 50070

HUD 50075-HCV
2025-2026 Family Self Sufficiency Annual Plan_Draft
2025-2026 Housing Choice Voucher Annual Plan_DRAFT

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

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number: **O-**

Date: **June 25, 2025**

Subject: **Request that the City Council consider adopting an Ordinance approving the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2025-2026 Annual Plans.**

Item Reference:

Administration of the Tyler Housing Choice Voucher Program must 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 must be followed and comply with Fair Housing Regulations.

To comply with the Department of Housing and Urban Development **(**HUD**)** requirements, a draft of the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2025-2026 Annual Plans were made available to the public on the City of Tyler's Website and at the City of Tyler's Public Library, Glass Recreation Center, and Neighborhood Services locations. Written comments were solicited from April 27, 2025, through June 12, 2025. The proposed plan does not include new programs or projects in addition to those that are current and ongoing.

An onsite Residential Advisory Board Meeting was held on May 6, 2025, at Neighborhood Services as well as two public hearings held on May 7, 2025, at 5:30 p.m. and on May 13, 2025, at 10:30 a.m.

The Family Self-Sufficiency and Housing Choice Voucher Program's FY 2025-2026 Annual Plans must be submitted to HUD for final approval no later than July 1, 2025.

RECOMMENDATION:

It is recommended that the City Council adopt the Ordinance approving the Family Self-Sufficiency and Housing Choice Voucher Program's FY 2025-2026 Annual Plans.

ATTACHMENTS:

1. Ordinance
2. Annual Certifications

3. 2025-2026 Housing Agency Administrative Plan
4. 2025-2026 Family Self-Sufficiency Plan
5. Streamlined Annual PHA (HCV Only PHAs)

Agenda Number: **O-**

Drafted/Recommended By: 

Prentice Butler, Housing Manager

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, ADOPTING THE FAMILY SELF SUFFICIENCY AND HOUSING CHOICE VOUCHER PROGRAMS' FY 2025-2026 ANNUAL PLANS; 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 2025-2026 Annual Plans.

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 2025-2026 Annual Plans on or before the submission deadline/s.

PART 3: That this ordinance shall take effect immediately upon adoption.

PASSED AND APPROVED this 25th day of June, A. D. 2025.

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

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 3/31/2024

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan , hereinafter referred to as" the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning __October 1, 2025__ in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its 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 maintains records reflecting these analyses and actions.

___ Tyler Housing Agency _____ ___TX 456_____
PHA Name PHA Number/HA Code

I hereby certify that all the statement above, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Executive Director: Prentice Butler	Name of Board Chairperson: Edward Broussard
Signature Date	Signature Date

The United States Department of Housing and Urban Development is authorized to collect 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. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours 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.

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, **Edward Broussard**, the **City Manager**
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years ___ and/or Annual PHA Plan for fiscal year **2025** of the **City of Tyler Housing Agency** is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

City of Tyler
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The City of Tyler Housing Agency's Annual Plan includes elements of the strategic planning process performance measures. These measures determine how well the program and services are meeting the needs of Tyler's low /moderate income families. The procedures are followed to ensure citizens receive all available housing benefits in our jurisdiction.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:	Title:
Edward Broussard	City Manager
Signature:	Date:

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. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year 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.

Certifications of Compliance with PHA Plan and Related Regulations *(Standard, Troubled, HCV-Only, and High Performer PHAs)*	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 3/31/2024**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or_**X**_ Annual PHA Plan, hereinafter referred to as" the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning _**10/2025**_, in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
   (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
   (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
   (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its 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 maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
- Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
- The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
- The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).

9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

_Tyler Housing Agency_____ **_TX 456_____**
PHA Name PHA Number/HA Code

__**X**_ Annual PHA Plan for Fiscal Year **20<u>25</u>**___

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director		Name Board Chairman	
Prentice Butler		**Edward Broussard**	
Signature	Date	Signature	Date

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. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year 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.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

City of Tyler/ Tyler Housing Agency

Program/Activity Receiving Federal Grant Funding

Housing Choice Voucher/ Family Self-Sufficiency Programs

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

City of Tyler/ Tyler Housing Agency
900 W. Gentry Parkway
Tyler, Texas 75702

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Edward Broussard	City Manager
Signature	**Date**
X	

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:				

B. Plan Elements.

B.1

Revision of Existing PHA Plan Elements.

a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?

Y	N	
☐	☒	Statement of Housing Needs and Strategy for Addressing Housing Needs.
☐	☒	Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
☐	☒	Financial Resources.
☐	☒	Rent Determination.
☒	☐	Operation and Management.
☐	☒	Informal Review and Hearing Procedures.
☐	☒	Homeownership Programs.
☐	☒	Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.
☐	☒	Substantial Deviation.
☐	☒	Significant Amendment/Modification.

(b) If the PHA answered yes for any element, describe the revisions for each element(s):

Operation and Management (HCV):

1) The Housing Agency will provide a location and/or create partnerships with agencies/businesses to serve as sites for those without internet access.
2) Updated US Secretary of HUD from (Marcia L.) Fudge to (Scott) Turner
3) Multiple requests to void an original notice to move/ vacate a unit will not be approved; however, a participant may submit one request for a void notice to move. After an additional request to void a notice to move and remain in occupancy of the unit, participants who have not located a new unit will be responsible for the full contracted rent to the owner.
4) Participating families who choose to move, port, or vacate a current unit must complete a notice to move form. THA remits Housing Assistance Payments (HAP) to owners monthly; therefore, the date the participating family moves/ vacates from the unit must be noted with an end date of the last calendar day of the preferred month.
5) Multiple requests by a participating family to change selected jurisdictions when porting or voiding a portability request will not be permitted or approved.
6) According to HUD regulations, a Section 8 tenant may not be related by blood or marriage to the owner of the unit they rent under the Section 8 program. Exceptions may only be granted in rare cases as a reasonable accommodation for a person with disabilities who requires a specially modified unit, and such a unit is only available from a relative. In no case is a Section 8 tenant permitted to rent a unit from a relative if the relative also lives in the unit. Therefore, the owner must provide verification that they do not live in the unit to be assisted through the Section 8 program. Verification of family status will be requested and required to be submitted to the agency.
7) Extensions of repayment terms based on debt(s) owed to HUD/ THA are non-negotiable and must be paid in full within 36 (thirty-six) months.
8) In situations where there have been or are patterns of non-reporting or underreporting of income, THA will determine how many repayment agreements it has entered with a participating family. More than two instances where a participating family has entered into a repayment agreement with THA (whether the family is currently paying or has paid the debt in full) within five years of the initial repayment may result in immediate termination from the program. Two or more repayments from debts owed to HUD/THA constitute a pattern of non-reporting of household income.
9) An interim change in income form must be completed for all non-reported income or income changes, as well as those documented by the participant on the Tenant Information Form when completing and submitting recertification documents during a participant's annual recertification.
10) An interim change of household form must be completed for the addition or removal of household members as well as when documented by the participant on the Tenant Information Form when completing and submitting recertification documents during a participant's annual recertification.
11) Owners may be subject to a set trip fee for units that have been scheduled for initial and/or re-inspections but are not inspection-ready upon the inspector's arrival. The fee, for multiple trips, may be billed directly to the owner (or managing company) or adjusted from the owner's monthly or mid-month Housing Assistance Payment remittance.
12) The unemployment compensation method of verification includes unemployment compensation history/summary as a verification option.
13) HOTMA
    A. Definitions Regulation:
        (a) Earned income: income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.
        (b) Unearned income: any annual income that is not earned income.
        (c) Nonrecurring income: income that will not be repeated beyond the coming year, based on information provided by the family, is excluded from annual income.
        (d) Day laborer: an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future. Income earned as a day laborer is not considered nonrecurring income.
        (e) Seasonal worker: an individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry. Income earned as a seasonal worker is not considered nonrecurring income.
        (f) Independent contractor: an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. Income earned as an independent contractor is not considered nonrecurring income.
        (g) Health and Medical Care Expense: any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. This expense deduction is applicable when the head of household or spouse is age 62 or older or is a person with disabilities.

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B. Revocation of Consent Form 9886 to 9886-A: The executed consent remains effective until the family is denied assistance, Assistance is terminated, or the family provides written notification to the PHA to revoke consent.
   (a) Statement of policies and directive: Privacy rights updated to reflect the signature of Form 9886-A
   (b) All minors turning 18 (eighteen) must sign Form 9886-A and other consent forms upon the request of the agency.
C. Earned Income Disregard (EID). Families continued to qualify through December 31, 2023. These families received EID under the regulations for the full 24 (twenty-four) months of exclusion
D. De Minimis Error: PHAs/MFH Owners will not be considered out of compliance solely due to de minimis errors in calculating family income. De minimis errors occur when a PHA/MFH Owner's determination of a family's income deviates from the correct income determination by no more than $30 per month in monthly adjusted income (or $360 in annual adjusted income)
E. Removed Medical Expenses, stating PHAs may use Internal Revenue Service (IRS) Publication 502 as guidance in defining *medical care* and determining what to allow as a medical expense. PHAs must review each expense to determine whether it is eligible in accordance with HUD's definition of health and medical care expenses.

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) exhausted its 2021 waiting list of 1,126 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 Fair Housing Resource Fair with Cadence Bank and the Tyler Metropolitan Chamber of Commerce, with over 40 participating vendors (finance, legal, health, wellness, safety, security, social services, transportation, etc.).
E. Down payment and closing cost assistance through HOME grants provided to HCV participants as homeowners through the HCV homeownership program.
F. THA hosted a homeownership resource fair with partnering real estate and financial institutions to educate the public and HCV participants on transitioning to becoming first-time homebuyers.
G. THA received a SEMAP score of 100%, which classified Tyler's Housing Agency as a High Performer.
H. THA's Family Self-Sufficiency program continues to promote and assist families with reaching their goals while working toward becoming gainfully employed.
I. Tyler HA partnered with local entities to educate participants on financial literacy through workshops, seminars, and various trainings.
J. THA conducted outreach efforts for new owners to increase assisted HCV properties and workshops for owners and their designated maintenance and management personnel.
K. 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.
L. THA continues to collaborate with the Tyler Municipal Court to assist participants with outstanding debt associated with tickets and traffic violations.
M. Tyler HA continues to participate with the East Texas Human Needs Network, addressing community barriers such as affordable housing, homelessness, transportation, health, and safety.
N. THA agency staff attended fair housing training hosted and conducted by HUD.
O. THA continues to collaborate with Veterans Administration (VA) personnel to receive VASH referrals and house Veterans.
P. THA agency staff visited local colleges and universities, speaking with students about HCV programs, services, and HUD regulations.
Q. THA began the process of transitioning individually assigned cases to electronic automation of participant requests.

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.

DRAFT

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.** 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. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ 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

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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.

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 Annual PHA Plan. The Annual PHA Plan provides 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 for serving the needs of low- income, very low- income, and extremely low- income families.

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 Housing Agency

Family Self-Sufficiency Program

Action Plan

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Revised: April 27, 2025

Deleted: October 1, 2024

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
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 Smith County, as indicated in the 2022 American Community Survey shows there were 80,889households in the city with an average size of 2.9 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 in 2022.

RACE AND ETHNICITY

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



Tyler Housing

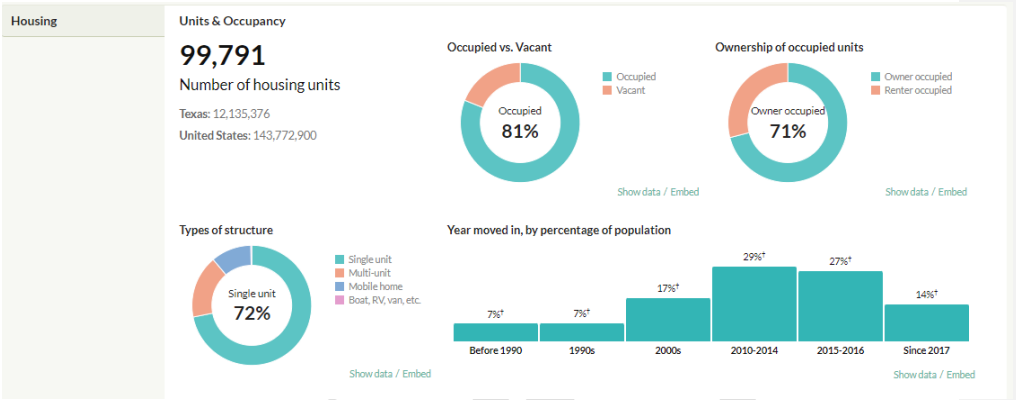
The average number of renter-occupied units in 2022 is said to be 3, make up 29% of the total population of owner-occupied units. Those owner- occupied units make up

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the remaining 71% of the total housing units. Vacant housing units were identified as 19% while Occupied housing units make up the remaining 81% of the housing units surveyed in Smith County, Texas.

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The City of Tyler currently has 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.

Smith County, TX - Profile data - Census Reporter

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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.

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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.

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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 families receive information and can 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 - 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.

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 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

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.

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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 several 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)
  Hand up 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)

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

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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.

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

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(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 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,
- Participants will not be allowed to withdraw escrow funds more than 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),

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- 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 are 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 deciding 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.

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

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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 are met), and
- End the participants' COP

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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 completion of the Contract of Participation and ITSP goal plan. 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).

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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.

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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.

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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CONTRACT COMPLETION

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.

- 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 (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.

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

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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 since welfare assistance continues to be received, as defined below.

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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 number 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).

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- Self-employment which is verifiable and reflects net earnings (after business expense deductions) for a specified number of hours/weeks at the current State of Texas minimum wage as specified/determined by the Department of Labor (DOL).

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- 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.

  In addition to the above listed criteria, "suitable" employment will be determined by THA's FSS staff after consulting with the Head of Household

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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.

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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. If 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 try to assist them in this process.

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

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- 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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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 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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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: April 27, 2025

Deleted: October 1, 2024

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.

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]

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, 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.
   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.

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.

D. 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
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.

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.

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.

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 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.

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.

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.

I. **REASONABLE ACCOMODATIONS POLICY** [24 CFR 100.202]

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 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 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.

J. TRANSLATION OF DOCUMENTS

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.

K. MANAGEMENT ASSESSMENT OBJECTIVES

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,
- 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.

L. RECORDS FOR MONITORING PHA PERFORMANCE

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.

M. PRIVACY RIGHTS [24 CFR 982.551 and 24 CFR 5.212]

Applicants and participants including all adults in their households (including family members who turn 18 (eighteen), are required to sign the HUD 9886-A 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:

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

N. FAMILY OUTREACH

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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.

O 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.

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.

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.

To be eligible for assistance, an applicant must qualify as a family. *Family* as defined by HUD includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person, an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or a group of persons residing together.
Such group includes but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, and the remaining member of a tenant family. The PHA has the discretion to determine if any other group of persons qualifies as a family.

Gender Identity means actual or perceived gender characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

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

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.

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.

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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.

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

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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:

- 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.

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-

  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 who is 18 (eighteen) years of age and/or older fails to sign and submit consent forms for obtaining information required by the PHA, including Form HUD-9886-A.
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.
- 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.

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

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

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

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.

Deleted: WebEx

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-A. 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.

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 provide a location and/or create partnerships with 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.

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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. TURNER

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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.*** , we are required to give assistance to applicants who are members of the classes involved in the lawsuit.

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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

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.

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),

- 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

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.

An interim change of household form must be completed for the addition or removal of household members and when documented by the participant on the Tenant Information Form when completing and submitting recertification documents during a participant's annual recertification.

Verification of Citizenship/Eligible Immigrant Status for newly added members [24 CFR 5.508, 5.510, 5.512, 5.514]

To be added to the household, 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.

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.

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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 request.

The following children may be added to the household.

* This addition **<u>may</u>** 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

  <u>(if</u> 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 **<u>NOT</u>** 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.

<u>Under-housed Families</u>

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 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)]

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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.

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

This chapter is applicable prior to the PHA's HOTMA 102/104 compliance date. After this date, the PHA will follow policies as outlined in Appendix B, 6.B. Income.

The program regulations in the current Code of Federal Regulations (CFRs) were updated for HOTMA on January 1, 2024. As a result, pre-HOTMA regulations from 2023 are no longer available on the electronic CFRs. However, since full HOTMA implementation is still pending, the pre-HOTMA regulations continue to apply to some elements of the program, and this chapter makes references to both pre-HOTMA and HOTMA regulations where applicable. Where HOTMA regulations apply, citations in this chapter have been provided indicating that current HOTMA CFRs are applicable. For all other citations, the pre-HOTMA CFRs apply. The federal government archives previous versions of the CFRs, and PHAs may access them here: https://www.govinfo.gov/app/collection/cfr/2023/title24.

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 (5.609):

(a) Annual income means all amounts, monetary or not, which:
(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
(3) Which are not specifically excluded in paragraph [5.609(c)].
(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Deleted: 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.

Earnings of a Minor [24 CFR 5.609(b)(3) as updated for HOTMA]
A minor is a member of the family, other than the head of household or spouse, who is under 18 years of age. Employment income earned by minors is not included in annual income. All other sources of unearned income, except those specifically excluded by the regulations, are included.

- 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 FOR PERSONS WITH DISABILITIES [24 CFR 5.617; Streamlining Final Rule (SFR) Federal Register 3/8/16; Notice PIH 2023-27]

HOTMA removed the statutory authority for the EID. The EID is available only to families that are eligible for and participating on the program as of December 31, 2023, or before; no new families may be added on or after January 1, 2024. If a family is receiving the EID prior to or on the effective date of December 31, 2023, they are entitled to the full amount of the benefit for a full 24-month period. The policies below are applicable only to such families. No family will still be receiving the EID after December 31, 2025. The EID will sunset on January 1, 2026, and the PHA policies below will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with their "baseline income." The family member's baseline income is their income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that they are participating in the EID.

Calculation Method

Initial 12-Month Exclusion

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

> NOTE: The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion

During the second exclusion period of 12 consecutive months, the PHA must exclude at

least 50 percent of any increase in income attributable to employment or increased earnings.

NOTE: During the second 12-month exclusion period, the PHA will exclude 100 percent of any increase in income attributable to new employment or increased earnings.
employment

Lifetime Limitation
The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.

De minimis error, an error that results in a difference in the determination of a family's adjusted income of $30 or less per month.

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;

Deleted: 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 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 ...

- 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);

- 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.

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

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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 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.

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.

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.

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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.

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 Connection 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.

Deleted: Seeker/ Work Search

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.

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.

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.

Deleted: 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).

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:

- 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.

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.

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.

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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.

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.

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

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) years of age and over will be required to sign the HUD 9886-A 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. The executed consent remains effective until:

- The family is denied assistance, or
- Assistance is terminated, or
- The family provides written notification to the PHA to revoke consent

Family refusal to cooperate with signing the 9886-A form and/or 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.

- NOTE:
  - The PHA will terminate assistance if the family revokes consent for the PHA to collect information from financial institutions.
  - Under HOTMA, PHA's must notify their local HUD office when an applicant or participant family member revokes their consent,
  - PHA's must explain to the families the consequences, if any, for revoking their consent.

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:

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- 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.

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.

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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.

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 adul**t** 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

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

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. Unemployment payment history/ summary.

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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

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 24 CFR 5.609(b)(28) as updated for HOTMA; Notice PIH 2023-27)]

Annual income includes "the net income from the operation of a business or profession. *Net income* is gross income minus business expenses that allows the business to operate. *Gross income* is all income amounts received into the business, prior to the deduction of business expenses.

Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family".

NOTE: To determine business expenses that may be deducted from gross income, the PHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

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.

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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

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Independent Contractors

Income received as an independent contractor is included in annual income, even if the source, date, or amount of the income varies [24 CFR 2.609 (b)(24) as updated for HOTMA].

An *independent contractor* is defined as an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done [24 CFR 5.603(b) as updated for HOTMA]. This may include individuals such as third-party delivery and transportation service providers and "gig workers" like babysitters, landscapers, rideshare drivers, and house cleaners. Income earned as an independent contractor is not considered nonrecurring income.

Business Expansion

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

Capital Indebtedness

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

NOTE: *Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the PHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

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Negative Business Income

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If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

Withdrawal of Cash or Assets from a Business

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

NOTE: Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of $2,000 to help a business get started, the PHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to

the business without compensation.

Co-owned Businesses

NOTE: If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

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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.

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.

Earned Income of Full-Time Students [24 CFR 5.609(b)(14) as updated for HOTMA]
The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All sources of unearned income, except those specifically excluded by the regulations, are included.

A family member other than the head of household or spouse/cohead is considered a full-time student if they are attending school or vocational training on a full-time basis [24 CFR 5.603(b)]. Full-time status is defined by the educational or vocational institution the student is attending [New PH OCC GB, *Lease Requirements*, p. 5].

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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, 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

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Student Financial Assistance [24 CFR 5.609(b)(9)]

Introduction

The treatment of student financial assistance depends on the HUD program, student/household characteristics, and the type of financial assistance received by the student. For public housing residents, all income received under Title IV of the HEA must be excluded from income. Other student financial assistance may be included depending on the students actual covered costs to For Section 8 programs, including HCV, however, for over 10 years HUD appropriations have included a provision that for Section 8 students who are age 23 and under and without dependent children, any amounts received in excess of tuition and any other required fees and charges must be considered income. Under HOTMA, HUD has interpreted this limitation to apply when the student is the head of household or spouse, but not when the student resides with their parents [71 FR 18146]. For any funds from a year where HUD's appropriations continue to include this Section 8 student financial assistance limitation, if the student does not reside with their parents is the head of household, cohead, or spouse, and is under the age of 23 or without dependent children, then both the assistance received under Title IV HEA and other student financial assistance received by the student is included as income to the extent that it exceeds the total of tuition and any other required fees and charges.

In contrast, student financial assistance received by a Section 8 student who is the head of household, spouse, or cohead, and is over the age of 23 with dependent children, or a student who resides with their parents in a Section 8 unit, is governed by the HOTMA student rule, which is described below.

During years in which an appropriations act does not contain this Section 8 student financial assistance limitation (or any other such limitation), then the determination of student financial assistance for all Section 8 students defaults to the methodology for public housing.

HOTMA Student Financial Assistance Requirements [24 CFR 5.609(b)(9)]

The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students. Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the federally

mandated income exclusions are included [24 CFR 5.609(b)(9)(ii)].

NOTE: The HA will request written third-party verification of both the source and the amount of student financial assistance. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, unless the student's only source of assistance is assistance under Title IV of the HEA, the HA will request written verification of the cost of the student's tuition, books, supplies, room and board, and other required fees and charges to the student from the educational institution.

If the HA is unable to obtain third-party written verification of the requested information, the PHA will pursue other forms of verification following the verification hierarchy **[24 CFR 5.609(c)(3) and Notice PIH 2023-27]**

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The first category is any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) which must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)].

Examples of assistance under title IV of the HEA include:

- Federal Pell Grants;
- Teach Grants;
- Federal Work Study Programs;
- Federal Perkins Loans;
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA); or Bureau of Indian Affairs/Education student assistance programs
  - The Higher Education Tribal Grant
  - The Tribally Controlled Colleges or Universities Grant Program

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The second category is any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education (not otherwise excluded by the Federally mandated income exclusions) [24 CFR 5.609(b)(9)(ii)]. Other student financial assistance received by the student that, either by itself or in combination with HEA assistance, exceeds the actual covered costs is included in income.

Actual covered costs are defined as the actual costs of:

- Tuition, books, and supplies;
  - Including supplies and equipment to support students with learning disabilities or other disabilities
- Room and board; and
- Other fees required and charged to a student by the education institution.

For a student who is not the head of household or spouse/cohead, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Further, to qualify, other student financial assistance must be expressly:

- For tuition, book, supplies, room and board, or other fees required and charged to the student by the educational institution;
- To assist a student with the costs of higher education; or
- To assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the educational institution and not residing in an assisted unit.

The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by the PHA.

The financial assistance must be a grant or scholarship received from:

- The Federal government;
- A state, tribal, or local government ;
- A private foundation registered as a nonprofit;
- A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- An institution of higher education.
- Student financial assistance, does not include:
- Financial support provided to the student in the form of a fee for services performed; (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA);
- Gifts, including gifts from family or friends; or
- Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under the HEA, exceeds the actual covered costs of the student.

Calculating Income from Student Financial Assistance [HOTMA Student Financial Assistance Resource Sheet; Notice PIH 2023-27]

There are two steps required as part of the calculation for Section 8 students. First,

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determine the student's relationship to the household, age, and whether they have dependent children. Second, calculate whether any excess student financial assistance should be included in the family's income.

If the student does not live with their parents and is the head of household, cohead, or spouse, and is 23 or younger or does not have dependent children, then Title IV HEA assistance is considered when determining the student's total financial aid amount. Subtract the total tuition plus required fees and charges from the total student financial assistance (Title IV HEA assistance and any other student financial assistance). If the total tuition plus required fees and charges is zero or exceeds the amount of total financial assistance from all sources, then no student financial assistance is included in annual income. Any amount of student financial assistance that exceeds the total tuition plus required fees and charges must be included in annual income.

If the student either lives with their parents or is over 23 with dependent children, then the calculation will use the HOTMA methodology for calculating financial assistance, which always begins with deducting the assistance received under 479B of the HEA from the total actual covered costs, because the 479B assistance is intended to pay the student's actual covered costs. When a student receives assistance from both Title IV of the HEA and from other sources, the assistance received under Title IV of the HEA must be applied to the student's actual covered costs first and then other student financial assistance is applied to any remaining actual covered costs. Once actual costs are covered, any remaining student financial assistance is considered income.

NOTE: If the student does not live with their parents and is the head of household, cohead, or spouse, and is 23 or younger or does not have dependent children, then Title IV HEA assistance will be considered when determining the student's total financial assistance to be included in annual income. The PHA will use Notice PIH 2015-21 as a guide to determine the total amount of the student's tuition plus required fees and charges. The PHA will subtract the total tuition plus required fees and charges from the total student financial assistance. If the result is zero or exceeds the amount of total financial assistance from all sources, then no student financial assistance will be included in annual income. Any amount of student financial assistance that exceeds the total tuition plus required fees and charges will be included in annual income.

Example 1

- Tuition and required fees and charges: $20,000
- Title IV HEA assistance: $10,000
- Other student financial assistance: $15,000
- Total student financial assistance: $10,000 + $15,000 = $25,000
- Included income: $25,000 in financial assistance - $20,000 tuition and required fees = $5,000

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If a student is head, spouse, or cohead, and is over 23 with dependent children or lives with their parents, the following applies:

If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, the PHA will exclude the full amount of the assistance received under Title IV from the family's annual income.

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The PHA will not calculate actual covered costs in this case.

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If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The PHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. The PHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.

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Example 1

- Actual covered costs: $20,000
- Other student financial assistance: $25,000
- Excluded income: $20,000 ($25,000 in financial assistance - $20,000 in actual covered costs)
- Included income: $5,000

When a student receives assistance from both Title IV of the HEA and from other sources, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.
If the amount of assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the assistance included under

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other student financial assistance" would be excluded from income.

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Example 2

- Actual covered costs: $25,000
- Title IV HEA assistance: $26,000
- Title IV HEA assistance covers the students entire actual covered costs.
- Other Student Financial Assistance: $5,000
- Excluded income: The entire Title IV HEA assistance of $26,000
- Included income: All other financial assistance of $5,000

If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, the PHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

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Example 3

- Actual covered costs: $22,000
- Title IV HEA assistance: $15,000
- The remaining amount not covered by Title IV HEA assistance is $7,000 ($22,000 in actual covered costs - $15,000 in Title IV HEA assistance).
- Other Student Financial Assistance: $5,000
- $7,000 in remaining actual covered costs - $5,000 in other financial assistance
- Excluded income: $15,000 entire amount of the Title IV HEA Assistance + $5,000 in other financial assistance
- Included income: $0

Example 4

- Actual covered costs: $18,000
- Title IV HEA Assistance: $15,000
- The remaining amount not covered by Title IV HEA assistance is $3,000 ($18,000 in actual covered costs - $15,000 in Title IV HEA Assistance)
- Other student Financial Assistance: $5,000
- When other student financial assistance is applied, financial assistance exceeds actual covered costs by $2,000 ($3,000 in actual covered costs - $5,000 in other financial assistance).
- Included income: $2,000 (the amount by which the financial aid exceeds the student's actual covered costs).

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Periodic Payments [Notice PIH 2023-27]
Periodic payments are forms of income received on a regular basis.

Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income. Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. For example, a family receives income from a guaranteed income program in their city that has a discrete beginning and end date. While the guaranteed income will be repeated in the coming year, it will end before the family's next annual reexamination. This income is fully excluded from annual income.

However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly). Unemployment income and other types of periodic payments are not considered nonrecurring income, unless explicitly excluded from income under 25 CFR 5.609(b) as updated for HOTMA, and thus they are included in annual income.
Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income. Any workers' compensation is always excluded from annual income, regardless of the frequency or length of the payments.

Lump-Sum Payments for the Delayed Start of a Periodic Payment [24 CFR 5.609(b)(16) as updated for HOTMA]

Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded from annual income.

NOTE: The HA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

When a delayed-start payment is received that is to be included and the family reports this during the period in which the PHA is processing an annual reexamination, the PHA will adjust the family's rent retroactively for the period the payment was intended to cover.

If the delayed-start payment is received outside of the time the PHA is processing an annual reexamination, then the PHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, the PHA will conduct an interim in accordance with PHA policies in Chapter 9. If not, the PHA will consider the amount when processing the family's next annual recertification.

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Retirement Accounts [24 CFR 5.609(b)(26) as updated for HOTMA; Notice PIH 2023-27]

Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is not considered actual income from assets. However, any distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.
An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

Social Security Benefits [Notice PIH 2023-27]

The HA is required to use the gross benefit amount to calculate annual income from Social Security benefits. Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. The federal COLA does not apply to state-paid disability benefits. Effective the day after the SSA has announced the COLA, PHAs are required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations of family income that have not yet been completed and will be effective January 1 or later of the upcoming year [Notice PIH 2023-27]. When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, the PHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

> NOTE: Annual income includes "all amounts received," not the amount that a family may be legally entitled to receive but which they do not receive. When the SSA overpays an individual, resulting in a withholding or deduction from their benefit amount until the overpayment is paid in full, the PHA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

Nonrecurring Income [24 CFR 5.609(b)(24) as updated for HOTMA and Notice PIH 2023-27]

Nonrecurring income, which is income that will not be repeated beyond the coming year (e.g., 12 months following the effective date of the certification) based on information provided by the family, is excluded from annual income. The PHA may accept a self-certification from the family stating that the income will not be repeated in the coming year. See Chapter 7 for PHA policies related to verification of nonrecurring income.
Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

Income that has a discrete end date and will not be repeated beyond the coming year during

the family's upcoming annual reexamination period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly).

Income amounts excluded under this category may include, but are not limited to:

- Nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities;
- Payments for eviction prevention;
- Security deposits to secure housing;
- Payments for participation in research studies (depending on the duration); and
- General one-time payments received by or on behalf of the family.

Nonrecurring income that is excluded under the regulations includes:

- Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment [24 CFR 5.609(b)(24)(i) as updated for HOTMA].
- Direct federal or state payments intended for economic stimulus or recovery [24 CFR 5.609(b)(24)(ii) as updated for HOTMA].
- Amounts directly received by the family as a result of state refundable tax credits or state or federal tax refunds at the time they are received [24 CFR 5.609(b)(24)(iii) and (iv) as updated for HOTMA].
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries) [24 CFR 5.609(b)(24)(v) as updated for HOTMA].
- Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization [24 CFR 5.609(b)(24)(vi) as updated for HOTMA]. When calculating annual income, PHAs are prohibited from assigning monetary value to such non-monetary in-kind donations received by the family [Notice PIH 2023-27]. Non-recurring, non-monetary in-kind donations from friends and family are excluded as non-recurring income. However, the value of regular in-kind donations (such as the value of groceries) received by friends and family are included.
- Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings [24 CFR 5.609(b)(24)(vii) as updated for HOTMA].

State Payments to Allow Individuals with Disabilities to Live at Home [24 CFR 5.609(b)(19) as updated for HOTMA]

Payments made by or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to an assisted family to enable a member of the assisted family who has a disability to reside in the family's assisted unit are excluded.

Authorized payments may include payments to a member of the assisted family through state Medicaid-managed care systems, other state agencies, federal agencies, or other authorized entities.

The payments must be received for caregiving services a family member provides to enable another member of the assisted family who has a disability to reside in the family's assisted unit. Payments to a family member for caregiving services for someone who is not a member of the assisted family (such as for a relative that resides elsewhere) are not excluded from income.

Furthermore, if the agency is making payments for caregiving services to the family member for an assisted family member and for a person outside of the assisted family, only the payments attributable to the caregiving services for the caregiver's assisted family member would be excluded from income.

Civil rights Settlements [24 CFR 5.609(b)(25) as updated for HOTMA; FR Notice 2/14/23]

Regardless of how the settlement or judgment is structured, civil rights settlements or judgments, including settlements or judgments for back pay, are excluded from annual income. This may include amounts received because of litigation or other actions, such as conciliation agreements, voluntary compliance agreements, consent orders, other forms of settlement agreements, or administrative or judicial orders under the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act, or any other civil rights or fair housing statute or requirement.

While these civil rights settlement or judgment amounts are excluded from income, the settlement or judgment amounts will generally be counted toward the family's net family assets (e.g., if the funds are deposited into the family's savings account or a revocable trust under the control of the family or some other asset that is not excluded from the definition of *net family assets*). Income generated on the settlement or judgment amount after it has become a net family asset is not excluded from income. For example, if the family received a settlement or back pay and deposited the money in an interest-bearing savings account, the interest from that account would be income at the time the interest is received. Furthermore, if a civil rights settlement or judgment increases the family's net family assets such that they exceed the HUD-published threshold amount ($50,000 for 2024, and $51,600 for 2025), then income will be imputed on the net family assets pursuant to 24 CFR 5.609(a)(2). If the imputed income, which HUD considers unearned income, increases the family's annual adjusted income by 10 percent or more, then an interim reexamination of income will be required unless the addition to the family's net family assets occurs within the last three months of the family's income certification period and the PHA or owner chooses not to conduct the examination.

Additional Exclusions from Annual Income [24 CFR 5.609(b) as updated for HOTMA; FR Notice 1/31/2024]

Other exclusions contained in 24 CFR 5.609(b) as updated for HOTMA and FR Notice 1/31/2024 that have not been discussed earlier in this chapter include the following:

- Payments received for the care of foster children or foster adults or state or tribal kinship or guardianship care payments [24 CFR 5.609(b)(4) as updated for HOTMA].
- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation [24 CFR 5.609(b)(5) as updated for HOTMA]. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages are included in annual income [Notice PIH 2023-27].
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member [24 CFR 5.609(b)(6) as updated for HOTMA].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled [24 CFR 5.609(b)(7) as updated for HOTMA].
- Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code [24 CFR 5.609(b)(10) as updated for HOTMA].
- Income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by federal, state, or local government [24 CFR 5.609(b)(10) as updated for HOTMA].
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11) as updated for HOTMA].
- Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance [24 CFR 5.609(b)(17) as updated for HOTMA]. This income exclusion applies only to veterans in need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse [Notice PIH 2023-27].
- Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car) [24 CFR 5.609(b)(20) as updated for HOTMA]. The loan borrower or co-borrower must be a member of the family for this income exclusion to be applicable [Notice PIH 2023-27].

- Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other federal law [24 CFR 5.609(b)(21) as updated for HOTMA]. Generally, payments received by tribal members in excess of the first $2,000 of per capita shares are included in a family's annual income for purposes of determining eligibility. However, as explained in Notice PIH 2023-27, payments made under the Cobell Settlement, and certain per capita payments under the recent Tribal Trust Settlements, must be excluded from annual income.
- Replacement housing "gap" payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments [24 CFR 5.609(b)(23) as updated for HOTMA].
- Income earned on amounts placed in a family's Family Self-Sufficiency account [24 CFR 5.609(b)(27) as updated for HOTMA].
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(12)(ii) as updated for HOTMA].
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(b)(12)(i) as updated for HOTMA].
- Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development [24 CFR 5.600(b)(12)(iii) as updated for HOTMA].
- Incremental earnings and benefits to any family member resulting from participation in qualifying training program funded by HUD or in qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program unless those amounts are excluded under 24 CFR 5.609(b)(9)(i) [24 CFR 5.609(b)(12)(iv) as updated for HOTMA].

  NOTE: The HA defines *training program* as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It

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may have performance standards to measure proficiency. Training may include but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

The HA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3-4].

In calculating the incremental difference, the HA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the HA's interim reporting requirements.

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(b)(13) as updated for HOTMA].
- Adoption assistance payments for a child in excess of the amount of the dependent deduction per adopted child [24 CFR 5.609(b)(15) as updated for HOTMA].
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(b)(20) as updated for HOTMA].
- Amounts that HUD is required by federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(b) as updated for HOTMA apply. HUD will publish a notice in the *Federal Register* to identify the benefits that qualify for this exclusion. Updates will be published when necessary [24 CFR 5.609(b)(22) as updated for HOTMA]. HUD publishes an updated list of these exclusions periodically. The most recent list of exclusions was published in the *Federal Register* on January 31, 2024. It includes:

  (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)). This exclusion also applies to assets.

  (b) Benefits under Section 1780 of the Richard B. Russell School Lunch Act and Child Nutrition Act of 1966, including WIC and reduced-price lunches.

  (c) Payments, including for supportive services and reimbursement of out-of-pocket expenses, to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058). The exclusion also applies to assets.

  - Except, the exclusion does not apply when the Chief Executive Officer of the Corporation for National and Community Service determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum

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wage, under the laws of the State where such volunteers are serving, whichever is the greater (42 U.S.C. 5044(f)(1)).

(d) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)).

(e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 5506).

(f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)(1)).

(g) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 which was reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241(a)(2)).

(h) Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts.

(i) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Section 6).

(j) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)).

(k) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al.* v. *Ken Salazar et al.*, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010.

(l) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407–1408).

(m) Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).

(n) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets.

(o) Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean and Thailand service veterans born with spinal bifida (42 U.S.C. 12637(d)).

(p) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721). This exclusion also applies to assets.

(q) The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Childcare and Development Block Grant Act of 1990 (42 U.S.C. 9858q).

(r) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)). This exclusion also applies to assets.

(s) Payments by the Indian Claims Commission to the Confederated Tribes and Bands

of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433). This exclusion also applies to assets.

(t) Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).
For Section 8 programs only, any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income if the individual is over the age of 23 with dependent children (Pub. L. 109–115, section 327 (as amended)).

(u) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).

(v) Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102(c)).

(w) Any amounts in an "individual development account" are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4)).

(x) Major disaster and emergency assistance received under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations. This exclusion also applies to assets.

(y) Distributions from an ABLE account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09 or subsequent or superseding notice is excluded from income and assets.

(z) The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409).

(aa) Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021.

(ab) Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013-1. The first $2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement

proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407).

(ac) Any amounts (i) not actually received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. Chapter 11 or dependency and indemnity compensation under 38 U.S.C. Chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269 section 2) to the definition of income applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.).

F. INCOME FROM ASSETS [24 CFR 982.516]

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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 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 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.

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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.

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.

Lump-Sum Additions to Net Family Assets [24 CFR 5.609(b)(24)(viii) as updated for HOTMA; Notice PIH 2023-27]

- The regulations exclude income from lump-sum additions to family assets, including lottery or other contest winnings as a type of nonrecurring income.
- In addition, lump sums from insurance payments, settlements for personal or property losses, and recoveries from civil actions or settlements based on claims of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family becoming a family member with a disability are excluded from income.
- Further, deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts are also excluded from income.
- However, these amounts may count toward net family assets. The PHA must consider any actual or imputed returns from assets as income at the next applicable income examination. In the case where the lump sum addition to assets would lead to imputed income, which is unearned income, that increases the family's annual adjusted income by 10 percent or more, then the addition of the lump sum to the family's assets will trigger an immediate interim reexamination of income in accordance with Chapter 12. This reexamination of income must take place as soon as the lump sum is added to the family's net family assets unless the addition takes place in the last three months of family's income certification period and the PHA chooses not to conduct the examination.
- For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.
- PHA Policy
- Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. [RHIIP FAQs]. For example, if the family receives a $1,000 lump sum for lottery winnings, and the family immediately spends the entire amount, the lump sum will not be counted toward net family assets.

Imputing Income from Assets [24 CFR 5.609(b)(3), Notice PIH 2012-29]

When net family assets are $5,000 or less, the HA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of $5,000, the HA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by an average passbook savings rate as determined by the PHA.

- Note: The HUD field office no longer provides an interest rate for imputed asset income. The "safe harbor" is now for the PHA to establish a passbook rate within 0.75 percent of a national average.

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- The HA must review its passbook rate annually to ensure that it remains within 0.75 percent of the national average.

  NOTE: The HA initially set the imputed asset passbook rate at the national rate established by the Federal Deposit Insurance Corporation (FDIC).

  The HA will review the passbook rate annually. The rate will not be adjusted unless the current HA rate is no longer within 0.75 percent of the national rate. If it is no longer within 0.75 percent of the national rate, the passbook rate will be set at the current national rate.

  The effective date of changes to the passbook rate will be determined at the time of the review.

Determining Actual Anticipated Income from Assets

It may or may not be necessary for the PHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement investment plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement investment plan.

Jointly Owned Assets

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes "amounts derived (during the 12-month period) from assets to which any member of the family has access."

NOTE: If an asset is owned by more than one person and any family member has unrestricted access to the asset, the HA will count the full value of the asset. A family member has unrestricted access to an asset when they can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the PHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the HA will prorate the asset evenly among all owners.

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Assets Disposed of for Less than Fair Market Value [24 CFR 5.603(b)]
HUD regulations require the HA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

Minimum Threshold
The *HCV Guidebook* permits the HA to set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

NOTE: The HA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than $1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).
Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

Separation or Divorce
The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

NOTE: All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Foreclosure or Bankruptcy
Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

Family Declaration

NOTE: Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The HA may verify the value of the assets disposed of if other information available to the HA does not appear to agree with the information reported by the family.

Types of Assets

Checking and Savings Accounts
For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the

account is zero.

NOTE: In determining the value of checking account and savings accounts, the HA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, the HA will multiply the value of the account by the current rate of interest paid on the account.

ABLE Accounts [24 CFR 5.609(b)(10) as updated for HOTMA; Notice PIH 2019-09]

An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses. Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs. The HA must exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

NOTE: In determining the market value of an investment account, the HA will use the value of the account on the most recent investment report.
How anticipated income from an investment account will be calculated depends on whether the rate of return is known.

For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings).
When the anticipated rate of return is not known (e.g., stocks), the HA will calculate asset income based on the earnings for the most recent reporting period.

Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25].

NOTE: In determining the equity, the HA will determine market value by examining recent sales of at least three properties in the surrounding or similar neighborhood that possess comparable factors that affect market value.

The HA will first use the payoff amount for the loan (mortgage) as the unpaid balance to calculate equity. If the payoff amount is not available, the HA will use the basic loan balance information to deduct from the market value in the equity calculation.

Equity in real property and other capital investments is considered in the calculation of asset income **except** for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR5.603(b)]
- The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b), Notice PIH 2012-3]
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives [HCV GB, p. 5-25]
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6-I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

The HA must also deduct from the equity the reasonable costs for converting the asset to cash. Using the formula for calculating equity specified above, the net cash value of real property is the market value minus the balance of the loan (mortgage) minus the expenses to convert to cash [Notice PIH 2012-3].

NOTE: For the purposes of calculating expenses to convert to cash for real property, the HA will use ten percent of the market value of the home.

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.
In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

NOTE: In the case of capital investments owned jointly with others not living in a

family's unit, a prorated share of the property's cash value will be counted as an asset unless the HA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

Trusts [24 CFR 5.609(b)(2) as updated for HOTMA]

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

The basis for determining how to treat trusts relies on information about who has access to either the principal in the account or the income from the account. There are two types of trusts, *revocable* and *irrevocable*.

When the creator sets up an *irrevocable trust*, the creator has no access to the funds in the account. Typically, special needs trusts are considered irrevocable. Irrevocable trusts not under the control of any member of the family are excluded from net family assets. The value of the trust continues to be excluded from net family assets so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household [24 CFR 5.603(b)(4) as updated for HOTMA]. Further, where an irrevocable trust is excluded from net family assets, the PHA must not consider actual income earned by the trust (e.g., interest earned, rental income if property is held in the trust) for so long as the income from the trust is not distributed.

A *revocable trust* is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

- A revocable trust that is under the control of the family is included in net family assets when the grantor is a member of the assisted family. If a revocable trust is included in the calculation of net family assets, then the actual income earned by the revocable trust is also included in the family's income. For example, interest earned or rental income if the property is held in the trust. The PHA must calculate imputed income on the revocable trust if net family assets are more than the HUD-published threshold amount, which is adjusted annually and listed in HUD's Inflation Adjusted Values tables ($50,000 for 2024, and $51,600 for 2025), and actual income from the trust cannot be calculated (e.g., if the trust is comprised of farmland that is not in use).
- A revocable trust that is not under the control of the family is excluded from net family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. In this case the beneficiary does not "own" the revocable trust, and the value of the trust is excluded from net family assets. For the revocable trust to be considered excluded from net family assets, no family or household member may be the account's trustee.

For both irrevocable and revocable trusts, if the value of the trust is not considered part of net family assets, then distributions from the trust are treated as follows:

- All distributions from the trust's principal are excluded from income.

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- Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.

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Retirement Accounts

Company Retirement/Pension Accounts
In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the PHA must know whether the money is accessible before retirement [HCV GB, p. 5-26].

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26]. After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate [HCV GB, p. 5-26], except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see section 6-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.

IRA, Keogh, and Similar Retirement Savings Accounts
IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25].

Personal Property

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25].

NOTE: In determining the value of personal property held as an investment, the HA will use the family's estimate of the value. The HA may obtain an appraisal to confirm the value of the asset if there is reason to believe that the family's estimated value is off by $50 or more. The family must cooperate with the appraiser, but cannot be charged any costs related to the appraisal.
Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

NOTE: Necessary personal property consists of only those items not held as an investment, and may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

Life Insurance
The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the

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family's assets [HCV GB 5-25]. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

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 "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

Health and Medical Care Expenses Deductions [24 CFR 5.611(a)(3)(i) and 5.603(b) as updated for HOTMA]

Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The health and medical care expense deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a health and medical care expense deduction, the medical expenses of all family members are counted [VG, p. 28].

Definition of *Medical Expenses*

HUD regulations define *health and medical care expenses* at 24 CFR 5.603(b) (as updated for HOTMA) to mean "any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed." Health and medical care expenses may be deducted from annual income only if they are eligible under this definition and not otherwise reimbursed.

Although HUD revised the definition of *health and medical care expenses* to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD is not permitting PHAs to specifically align their policies to IRS Publication 502. PHAs must review each expense to determine whether it is eligible in accordance with HUD's definition. While PHA policies may not specifically align with IRS Publication 502, HUD recommends PHAs use it as a standard for determining allowable expenses, and the PHA may list examples of allowable expenses in their policy provided they comply with HUD's definition at 24 CFR 5.603 as updated for HOTMA. The HA may not define *health and medical care expenses* more narrowly than the regulation.

NOTE: The HA will use the most current IRS Publication 502 as a standard for determining if expenses claimed by eligible families qualify as health and medical care expenses. However, under no circumstances will the HA deduct any expenses listed in IRS Publication 502 that do not conform with HUD's definition of *health and medical care expenses*.

Summary of Typical Allowable Health and Medical Care Expenses	
Services of medical professionals	Substance abuse treatment programs
Surgery and medical procedures that are necessary, legal, and non-cosmetic	Psychiatric treatment
Services of medical facilities	
Hospitalization, long-term care, and in-home nursing services	

Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails) Medical insurance premiums or the cost of a health maintenance organization (HMO) Medicare Part B and Part D premiums	Ambulance services and some costs of transportation related to medical expenses. The PHA will use the most current medical mileage rate listed in IRS Publication 502. The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) The costs of buying, training, and maintaining a guide dog or other service animal to assist a visually impaired or hearing disabled person, or a person with other physical disabilities. In general, this includes any costs, such as food, grooming, and veterinary care, incurred in maintaining the health and vitality of the service animal so that it may perform its duties.
Note: This chart provides a summary of eligible health and medical care expenses only. In all cases, the PHA will consider whether health and medical expenses care expenses claimed by the family are eligible under HUD's definition.	

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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.

Deleted: <#>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.¶

If a health care provider does not respond to the request for verification of a medical 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.

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:

- 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,

- 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.

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 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 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 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 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.

DRAFT

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

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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 the 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.

- 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

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.

- 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.

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).

4). Multiple requests to void an original notice to move/ vacate a unit will not be approved; however, a participant may submit one request for a void notice to move.

Participants who have not located a new unit after an additional request to void a notice to move, and remain in occupancy in the unit will be responsible for full contracted rent to the owner.

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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.

A Section 8 tenant may not be related by blood or marriage to the owner of the unit they rent under the Section 8 program. Exceptions may only be granted in rare cases as a reasonable accommodation for a person with disabilities who requires a specially modified unit, and such a unit is only available from a relative. In no case is a Section 8 tenant permitted to rent a unit from a relative if the relative also lives in the unit. Therefore, the owner must provide verification that they do not live in the unit to be assisted through the Section 8 program. Verification of family status will be requested and required to be submitted to the agency.

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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 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.

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 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.

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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.

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.

Owners must maintain all units occupied by families receiving Housing Choice Voucher (HCV) assistance in accordance with housing quality standards. Units assisted under the program must comply with HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE) regulations and standards no later than October 1, 2025. Until such time, the PHA may continue using the HQS inspection standards.

All units must pass an HQS inspection prior to the approval of a lease and at least once every 24 months during the term of the contract, and at other times as needed, to determine that the unit meets HQS.

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

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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.

Owners may be subject to a set trip fee for units that have been scheduled for initial and/or re-inspections but are not inspection-ready upon the inspector's arrival. The fee, for multiple trips, may be billed directly to the owner (or managing company) or adjusted from the owner's monthly or mid-month Housing Assistance Payment remittance.

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:

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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 (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.

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.

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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.

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.

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D. VERIFYING HQS DEFICIENCIES REMOTELY FOR ANNUAL AND INTERIM INSPECTIONS

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. SPECIAL/COMPLAINT INSPECTIONS [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:

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.

Modifications

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.

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.

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.

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 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

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 (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.

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 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.),

- 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.

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.

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]

All minors turning 18 (eighteen) must sign Form 9886-A and other consent forms upon the request of the agency.

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.

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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 may interview the family in person 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.

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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:

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- 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.

REPORTING INTERIM CHANGES [24 CFR 982.516]

All minors turning 18 (eighteen) must sign Form 9886-A and other consent forms upon the request of the agency.

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.

NOTE: An interim change in income form is required for all income changes and must be completed and submitted with the proper supporting documentation. Changes to income, decreases, or increases will not be processed without the interim change in income form or supporting documentation.

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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 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.

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 <u>requires</u> the participant to submit:

1) a completed change of income form (completed and signed by the employer or employer representative), **<u>AND</u>**
2) supporting documentation (paycheck stubs, termination, or lay-off letters, etc.).

Verbal notification/ reporting of changes in income or family composition will **<u>not</u>** result in any updates made to the participant's records/ case. <u>A written, completed form **must** be submitted along with supporting documentation.</u>

<u>NOTE:</u> <u>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.</u>

<u>Procedures when the Change is Reported in a Timely Manner</u>

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.

<u>Procedures when the Change Is Not Reported by the Family in a Timely Manner</u>

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.

<u>Income Discrepancy</u>

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.

In situations where there have been or are patterns of non-reporting or underreporting of income, THA will determine how many repayment agreements it has entered with a participating family. More than two instances where a participating family has entered into a repayment agreement with THA (whether the family is currently paying or has paid the debt in full) within five years of the initial repayment may result in immediate termination from the program. Two or more repayments from debts owed to HUD/THA constitute a pattern of non-reporting of household income.

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Income Discrepancy Process

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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.
- The client 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 the client submits their information, the 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.

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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.

Extensions of repayment terms based on debt(s) owed to HUD/ THA are non-negotiable and must be paid in full within 36 (thirty-six) months. 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 a 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.

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

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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.)

DRAFT

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.

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).

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.

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,

- 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.

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

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.

An interim change in income form must be completed for all non-reported income or income changes, as well as those documented by the participant on the Tenant Information Form when completing and submitting recertification documents during a participant's annual recertification.

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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 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.

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:

- 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.

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.

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.

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.

- 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.

- 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. The occurrence of missed or late payments twice within 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. Extensions of repayment terms based on debt(s) owed to HUD/ THA are non-negotiable and must be paid in full within 36 (thirty-six) months.
- 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.

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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
- 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.

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:

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

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

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.

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.

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).

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.

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.

- 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.

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,

- 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 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.

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The 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.

Deleted: Occurrence

If the family's payment agreement is arrears, and the family has not contacted or made arrangements with the PHA, the PHA will:

- 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

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

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.

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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.

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.

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**.**

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

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.

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.

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

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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.

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.

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.

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

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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.

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 **Projects will be evaluated based on the readiness for occupancy or construction start date as listed below:** **Existing housing that will be ready for occupancy on or before TBA. (30points)** **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) **Project will be evaluated based on utilization of the EUL program** **Project is being developed in coordination with the EUL Program (20 Points). The project is not associated with the EUL Program (0 points)**	**20**
Unit Size **Projects will be evaluated based on the request Project-Based Voucher unit breakdown as follows:** **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**	**10**

that at least 30 of this units will be one-bedroom units) (10 points).	
Financial Feasibility of the Project **Project must demonstrate that it is financially feasible for the 15-year Housing Assistance Payments Contract Period.** **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 **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.** **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 **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 sustained experience in the management/development of supportive housing for the homeless and/or veteran population.**	**15**
Total Points Possible	**100**

I. VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM

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19-III.A. PROGRAM OVERVIEW

Since 2008, HCV program funding has provided rental assistance under a supportive housing program for homeless veterans. The Veterans Affairs Supportive Housing (VASH) program combines HCV rental assistance with case management and clinical services provided by the Department of Veterans Affairs (VA) at VA medical centers (VAMCs) and Community-Based Outpatient Clinics (CBOCs), or through a designated service provider (DSP) as approved by the VA Secretary. Eligible families are homeless veterans and their families that agree to participate in VA case management and are referred to the VAMC's partner PHA for HCV assistance. The VAMC or DSP's responsibilities include:

- Screening homeless veterans to determine whether they meet VASH program participation criteria;
- Referring homeless veterans to the PHA;
  - The term *homeless veteran* means a veteran who is homeless (as that term is defined in subsection (a) or (b) of Section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302)). See 38 U.S.C. 2002.
- Providing appropriate treatment and supportive services to potential VASH participants, if needed, prior to PHA issuance of a voucher;
- Providing housing search assistance to VASH participants;
- Identifying the social service and medical needs of VASH participants, and providing or ensuring the provision of regular ongoing case management, outpatient health services, hospitalization, and other supportive services as needed throughout the veterans' participation period; and
- Maintaining records and providing information for evaluation purposes, as required by HUD and the VA.

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VASH vouchers are awarded noncompetitively based on geographic need and PHA administrative performance. Eligible PHAs must be located within the jurisdiction of a VAMC and in an area of high need based on data compiled by HUD and the VA. When Congress funds a new allocation of VASH vouchers, HUD invites eligible PHAs to apply for a specified number of vouchers.

Generally, the HUD-VASH program is administered in accordance with regular HCV program requirements. However, HUD is authorized to waive or specify alternative requirements to allow PHAs to effectively deliver and administer VASH assistance. Alternative requirements are established in the HUD-VASH Operating Requirements, which were originally published in the Federal Register on May 6, 2008, and updated September 27, 2021, and then again in 2024. Unless expressly waived by HUD, all regulatory requirements and HUD directives regarding the HCV program requirements are applicable to VASH vouchers, including the use of all HUD-required contracts and other forms, and all civil rights and fair housing requirements. In addition, the PHA may request additional statutory or regulatory waivers that it determines are necessary for the effective delivery and administration of the program.

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Chapter 20

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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

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.

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

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.

Chapter 21

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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.

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

(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:

(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:

(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 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 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.

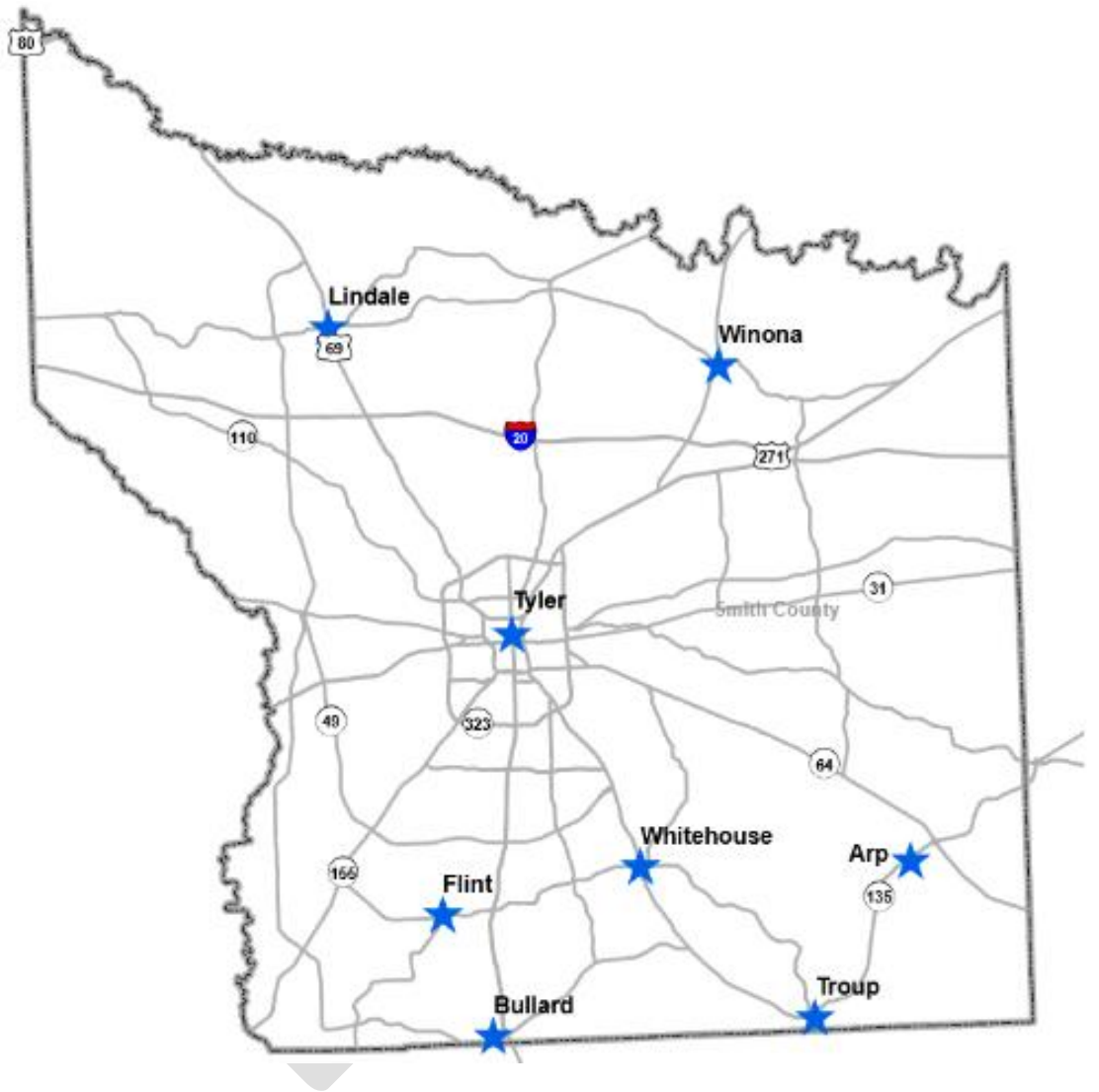
XIV. AMENDMENT

This policy may be amended from time to time by THA as approved by Tyler's City Council.

APPENDIX

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A. The City of Tyler Housing Choice Voucher Program Locations



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B. The HOTMA 102/104 Appendix to the Administrative Plan

HUD published a final rule on February 14, 2023, revising regulations related to income, assets, adjusted income, verification, and reexams (among others) to implement Sections 102 and 104 of HOTMA. While the new regulations were effective January 1, 2024, HUD has delayed the full compliance date for HOTMA 102/104. Initially, *Compliance* with Sections 102 and 104 of HOTMA means not only applying HOTMA 102/104 regulations to affected programs but also reporting in HUD's new Housing Information Portal (HIP) system. Currently, PHAs remain unable to fully comply with HOTMA 102/104 because compliance depends on transitioning from HUD's IMS/PIC system (which is unable to accept HOTMA-compliant Form HUD-50058) to HUD's new HIP system (which will be the only system that accepts HOTMA-compliant Form HUD-50058). PHAs cannot transition to HOTMA until HIP is in place, HOTMA-compliant, and accessible.

On December 18, 2024, HUD published Notice PIH 2024-38, which identifies provisions in HOTMA 102/104 that PHAs must comply with no later than July 1, 2025. The notice states that all transactions with an effective date on or after July 1, 2025, must be processed using requirements in the notice. The July 1, 2025, compliance deadline does not apply to other HOTMA 102/104 provisions not listed in the notice. Other provisions are still dependent on HIP implementation and may not be implemented yet.

The PHA must:

- Have stopped enrolling families into the EID as of 12/31/23;
- Transition to the new Form HUD-9886-A no later than 2/1/25;
- Apply HOTMA 102/104 income exclusions listed in 24 CFR 5.609(b) (including new requirements for student financial assistance) for all income examinations effective on or after 7/1/25;
- Apply provisions related to de minimis errors; and
- Use these new HOTMA 102/104 definitions listed in the regulations for all transactions effective on or after 7/1/25.

  These definitions include:

  - Earned income
  - Unearned income
  - Family
  - Day laborer
  - Independent contractor
  - Dependent
  - Foster child and foster adults
  - Health and medical care expenses
  - Minor

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Further, PHAs **may,** but are not required to:

- Stop using the EIV Income Report during interim reexams.
- Use Safe Harbor income determinations from means-tested federal assistance programs to verify a family's income and assets.

Finally, in FAQs dated 2/22/24, HUD also stated PHAs **may,** but are not required to:

- Accept third-party verification dated within 120 days of the date received by the PHA (rather than 60 days of the reexam/PHA request date);
- Accept a statement dated within the appropriate benefit year for fixed income sources like Social Security; and
- Accept a self-certification of SSNs along with a third-party document as a last resort if an individual is not able to provide documentation of SSN.

More details about each of the above provisions can be found in Notice PIH 2023-27.

Other than what's listed above, all other provisions of HOTMA 102/104 are on hold still. This means **PHAs may not implement certain provisions of HOTMA yet.**

These include:

- All asset provisions, including the asset limitation;
- All adjusted income provisions, with the exception of the definition of health and medical care expenses;
- Inflationary adjustments (although PHA may use the HUD-determined passbook rate);
- The new verification hierarchy, which allows for EIV + self-certification;
- Annuals using the previous 12-month period income;
- Interim reexam requirements; and
- Non-interim reexam transactions.

PHAs may not implement the above provisions because HUD has determined they depend on HIP implementation. PHAs should await further guidance from HUD on when these will be applicable.

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Admin Eligibility

AMILY CONSENT TO RELEASE OF INFORMATION is amended to comply with section J.2 of Notice PIH 2023-27, Revocation of Consent

RESTRICTION ON ASSISTANCE BASED ON ASSETS is added to comply with section A.1 of Notice PIH 2023-27, Asset Limitation

HOTMA 102/104 policies related to the definition of family, foster children, and foster adults are applicable no later than July 1, 2025.

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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
ADA	Americans with Disabilities Act of 1990
AIDS	Acquired immune deficiency syndrome
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.
EIV	Enterprise Income Verification
ELI	Extremely low income
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FHEO	Fair Housing and Equal Opportunity (HUD Office of)
FICA	Federal Insurance Contributions Act - Social Security taxes
FmHA	Farmers Home Administration
FMR	Fair Market Rent

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FR	Federal Register
FSS	Family Self-Sufficiency (Program)
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).
GR	Gross Rent
HA	Housing authority or housing agency
HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HIP	Housing Information Portal
HOTMA	Housing Opportunity through Modernization Act of 2016
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development or its designee
HUDCLIPS	HUD Client Information and Policy System
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

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IG	Inspector General
IGR	Independent Group Residence
INS	Immigration and Naturalization Services
IPA	Independent Public Accountant
IRA	Individual Retirement Account
IVT	Income Validation Tool
JTPA	Job Training Partnership Act
LBP	Lead-based paint
LEP	Limited English proficiency
MTW	Moving to Work
NOFA	Notice of funding availability
NSPIRE	National Standards for the Physical Inspection of Real Estate
OGC	HUD's Office of General Counsel
OIG	HUD's Office of Inspector General
OMB	Office of Management and Budget
PASS	Plan to Achieve Self-Support
PBV	Project-based voucher
PHA	Public Housing Agency

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PIH	(HUD Office of) Public and Indian Housing
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RAD	Rental Assistance Demonstration Program
REAC	(HUD) Real Estate Assessment Center
RFP	Request for Proposals
RIGI	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
RRP	Rental Rehabilitation Program
RTA (RFTA)	Request for Tenancy Approval
RVI	Remote Video Inspection
SEMAP	Section 8 Management Assessment Program
SRO	Single Room Occupancy
SSA	Social Security Administration
SSI	Supplemental security income
SSMA (MSA)	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area established by the U.S. Census Bureau
SWICA	State wage information collection agency
TANF	Temporary assistance for needy families

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TTP	Total Tenant Payment
TPV	Tenant protection vouchers
TR	Tenant Rent
UA	Utility Allowance
UFAS	Uniform Federal Accessibility Standards
UIV	Upfront income verification
URP (UR)	Utility Reimbursement Payment
VAWA	Violence Against Women Act
VCA	Voluntary Compliance Agreement
VMS	Voucher Management System

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B. GLOSSARY OF TERMS USED IN SUBSIDIZED HOUSING

Abatement. Stopping HAP payments to an owner with no potential for retroactive payment.

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.

Accessible. The facility or portion of the facility can be approached, entered, and used by persons with disabilities.

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.

Administrative plan. The plan that describes PHA policies for administration of the tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and included as a supporting document to the PHA Plan. See §982.54.

Admission. The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

Affiliated individual. With respect to an individual, a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of a parent), or any individual, tenant, or lawful occupant living in the household of that individual

Amortization payment. In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

Annual. Happening once a year.

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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.¶

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ANNUAL BUDGET AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

Annual income (Prior to PHA implementation of HOTMA 102/104: Annual). The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

Annual income (Upon PHA implementation of HOTMA 102/104). All amounts not specifically excluded in 24 CFR 5.609(b), received from all sources by each member of the family who is 18 years of age or older or is the head of household, spouse or cohead, plus unearned income by or on behalf of each dependent who is under 18 years of age.

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.

Area exception rent. An amount that exceeds the published FMR. See 24 CFR 982.504(b).

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

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.

Authorized voucher units. The number of units for which a PHA is authorized to make assistance payments to owners under its annual contributions contract.

Auxiliary aids. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving federal financial assistance.

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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.¶
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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

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Biennial. Happening every two years.

Bifurcate. With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

Building. A structure with a roof and walls that contains one or more dwelling units.

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. A member of the family other than the family head or spouse who is under 18 years of age.

Childcare expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further their education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen. A citizen or national of the United States.

CO-HEAD. An individual in the household who is equally responsible for the lease with the head of household. A family may have a cohead or spouse but not both. A cohead never qualifies as a dependent. The cohead must have legal capacity to enter into a lease.

COMMON SPACE. In shared housing: Space available for use by the assisted family and other occupants of the unit.

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Deleted: 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

Deleted: 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, and a Co-head is never a Dependent).

Computer match. The automated comparison of databases containing records about individuals.

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.

Confirmatory review. An on-site review performed by HUD to verify the management performance of a PHA.

Consent form. Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC). See 24 CFR 982.151.

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CONTIGUOUS MSA. In portability (under subpart H of part 982): An MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

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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.)

Contract authority. The maximum annual payment by HUD to a PHA for a funding increment.

COOPERATIVE. (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

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COVERED FAMILIES. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Dating violence. Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship
-

Day laborer. An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

De minimis error. An error that results in a difference in the determination of a family's adjusted income of $30 or less per month.

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.

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Dependent child. In the context of the student eligibility restrictions, a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* as specified above.

DISABILITY ASSISTANCE EXPENSE. Reasonable expenses that, when combined with health and medical care expenses, exceed 10 percent of annual income and are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member, and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

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Deleted: 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.

Disallowance. Exclusion from annual income.

Domestic violence. Felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

- The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
- A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
- A person with whom the victim shares a child in common
- A person who commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, 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).

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)

Earned income. Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

Deleted: 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.

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Economic abuse. Behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitle, including using coercion, fraud, and manipulation to:

- Restrict a person's access to money, assets, credit, or financial information
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty

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 A family that is income eligible and meets the other requirements of the 1937 Act and Part 5 of 24 CFR. See also *family*.

Deleted: (Family). A family is defined by the PHA in the administrative Plan, which is approved by HUD.

Employer identification number (EIN). The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

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.

***Evidence of citizenship or eligible status*.** The documents which must be submitted as evidence of citizenship or eligible immigration status. See 24 CFR 5.508(b).

Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher. Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. See 24 CFR 5.603.

FAIR HOUSING ACT. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988

Deleted: 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), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. In the HCV program, the FMR may be established at the ZIP code level (see definition of *Small Area Fair Market Rents*), metropolitan area level, or nonmetropolitan county level

Deleted: The rent including the cost of utilities (except telephone, 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. Includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, and can be further defined in PHA policy. Family includes a single person, who may be:

- An elderly person, displaced person, disabled person, near-elderly person, or any other single person;
- An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social

Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

Family also includes a group of persons residing together, and such group includes, but is not limited to:

- A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family; and
- The remaining member of a tenant family.
-

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.

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 within its jurisdiction to promote self-sufficiency among participating families, including the coordination of supportive services to these families (24 CFR 984.103).

FAMILY SHARE. The portion of rent and utilities paid by the family. For calculation of family share, see 24 CFR 982.515(a).

FAMILY UNIT SIZE. The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

Deleted: "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).¶

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Deleted: The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

Deleted: The amount calculated by subtracting the housing assistance payment from the gross rent.

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.

Federal agency. A department of the executive branch of the federal government.

Foster adult. A member of the household who is 18 years of age or older and meets the definition of a foster adult under state law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Foster child. A member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

FOSTER 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). See 24 CFR 5.603.

FUNDING INCREMENT. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

Gender identity. Actual or perceived gender-related characteristics.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the rent to owner plus any utility allowance.

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

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Deleted: The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner Equals Gross Rent.

adequate space to store, prepare, and serve foods in a sanitary manner.

Handicap. Any condition or characteristic that renders a person an individual with handicaps. (See *person with disabilities*.)

HAP CONTRACT. The housing assistance payments contract. A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Deleted: (See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Deleted: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

Health and medical care expenses. Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

Household. A household includes additional people other than the family who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

HOUSING AGENCY. See *public housing agency.*

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Deleted: 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, which includes: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

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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.

Deleted: 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 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 minimum quality standards developed by HUD in accordance with 24 CFR 5.703 for the HCV program, including any variations approved by HUD for the PHA under 24 CFR 5.705(a)(3).

Deleted: The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

Deleted: The Department of Housing and Urban Development.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

Human trafficking. A crime involving the exploitation of a person for labor, services, or commercial sex. The Trafficking Victims Protection Act of 2000 and its subsequent reauthorizations recognize and define two primary forms of human trafficking:

- Sex trafficking is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age. See 22 U.S.C. § 7102(11)(A).
- Forced labor is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. See 22 U.S.C. § 7102(11)(B).

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

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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.

Independent contractor. An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

Independent entity. The unit of general local government; however, if the PHA itself is the unit of general local government or an agency of such government, then only the next level of general local government (or an agency of such government) or higher may serve as the independent entity; or a HUD-approved entity that is autonomous and recognized under state law as a separate legal entity from the PHA. The entity must not be connected financially (except regarding compensation for services performed for PHA-owned units) or in any other manner that could result in the PHA improperly influencing the entity.

Individual with handicaps. See *person with disabilities.*

Inflationary index (Upon PHA implementation of HOTMA 102/104). An index based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) used to make annual adjustments to the deduction for elderly disabled families, the cap for imputing returns on assets, the restriction on net family assets, the amount of net assets the PHA may determine based on self-certification by the family, and the dependent deduction.

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.

Inside. Under NSPIRE, the inside of HUD housing (or "inside areas") refers to the common areas and building systems that can be generally found within the building interior and are not inside a unit. Examples of "inside" common areas may include, basements, interior or attached garages, enclosed carports, restrooms, closets, utility rooms, mechanical rooms, community rooms, day care rooms, halls, corridors, stairs, shared kitchens, laundry rooms, offices, enclosed porches, enclosed patios, enclosed balconies, and trash collection areas. Examples of building systems include those components that provide domestic water such as pipes, electricity, elevators, emergency power, fire protection, HVAC, and sanitary services.

Institution of higher education. An institution of higher education as defined in 20 U.S.C. 1001 and 1002. See Exhibit 3-2 in this Administrative Plan.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 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.

Life-Threatening **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.

Life-Threatening deficiency. Under NSPIRE, the life-threatening category includes deficiencies that, if evident in the home or on the property, present a high risk of death or severe illness or injury to a resident.

LIVE-IN AIDE. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families.

Low deficiency. Under NSPIRE, deficiencies critical to habitability but not presenting a substantive health or safety risk to resident.

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 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.

Deleted: 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.¶

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Deleted: 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.¶

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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)

Moderate deficiency. Under NSPIRE, this includes deficiencies that, if evident in the home or on the property, present a moderate risk of an adverse medical event requiring a healthcare visit; cause temporary harm; or if left untreated, cause or worsen a chronic condition that may have long-lasting adverse health effects; or that the physical security or safety of a resident or their property could be compromised.

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

Mutual housing. Included in the definition of *cooperative.*

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

National Standards for the Physical Inspection of Real Estate. HUD's housing inspection approach. NSPIRE is a single inspection standard for all units under the Public Housing, HCV, Multifamily, and Community Planning and Development (CPD) programs

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 (*Prior to PHA implementation of HOTMA 102/104).* (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real

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property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.
- In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

NET FAMILY ASSETS ***(Upon PHA implementation of HOTMA 102/104)***. The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment. In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets..

Deleted: . 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

Deleted: Former name for Tenant Rent.

NON-CITIZEN. A person who is neither a citizen nor a national of the United States.

Notice of funding availability (NOFA). For budget authority that HUD distributes by competitive process, the *Federal Register* document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of

different sizes and compositions.

Office of General Counsel (OGC). The General Counsel of HUD.

Outside. Under NSPIRE, outside of HUD housing (or "outside areas") refers to the building site, building exterior components, and any building systems located outside of the building or unit. Examples of "outside" components may include fencing, retaining walls, grounds, lighting, mailboxes, project signs, parking lots, detached garage or carport, driveways, play areas and equipment, refuse disposal, roads, storm drainage, non-dwelling buildings, and walkways. Components found on the exterior of the building are also considered outside areas, and examples may include doors, attached porches, attached patios, balconies, car ports, fire escapes, foundations, lighting, roofs, walls, and windows.

Overcrowded. A unit that does not have at least one bedroom or living/sleeping room for each two persons.

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 ***(participant family).*** A family that has been admitted to the PHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

PAYMENT STANDARD. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family.

PERSON WITH DISABILITIES. ***For the purposes of program eligibility*****. A person who has a disability as defined under the Social Security Act or Developmental Disabilities Care Act, or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence.** ***For the purposes of reasonable accommodation.*** **A person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.**

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Deleted: . 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).

Deleted: 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-owned unit. A dwelling unit in a project that is: (A) Owned by the PHA (including having a controlling interest in the entity that owns the project); (B) Owned by an entity wholly controlled by the PHA; or (C) Owned by a limited liability company or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner. A controlling interest is: (A) Holding more than 50 percent of the stock of any corporation; (B) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a nonprofit corporation); (C) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; (D) Holding more than 50 percent of all managing member interests in an LLC; (E) Holding more than 50 percent of all general partner interests in a partnership; or (F) Equivalent levels of control in other ownership structures.

PHA PLAN. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

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PHA's quality control sample. An annual sample of files or records drawn in an unbiased manner and reviewed by a PHA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements. For minimum sample size see CFR 985.3.

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.

Project owner. The person or entity that owns the housing project containing the assisted dwelling unit.

PROCESSING ENTITY. Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

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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 local governments.

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PUBLIC HOUSING AGENCY (PHA). Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is

authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

Qualified census tract. With regard to certain tax credit units, any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent, and where the census tract is designated as a qualified census tract by HUD.

Real property. Upon PHA implementation of HOTMA 102/104, real property has the same meaning as that provided under the law of the state in which the property is located

Reasonable accommodation. A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access the PHA's programs or services.

REASONABLE RENT. A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

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.

RELATIVE by BLOOD. A person who is related by birth, rather than by marriage, including those of half-blood. A blood relative includes a parent, brother, sister, aunt, uncle, nephew, niece, first cousin, or any of the aforementioned prefixed by "grand", "great-grand", or "great-great-grand."

REMAINING MEMBER OF TENANT FAMILY. The person left in assisted housing who may or may not normally qualify for assistance on their own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Request for Tenancy Approval (RTA). A form (Form HUD-52517) submitted by or on behalf of a family to a PHA once the family has identified a unit that it wishes to rent using tenant-based voucher assistance.

Deleted: 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.

Deleted: 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.

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Deleted: Person left in assisted housing after other family members have left and become unassisted.

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 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.

Seasonal worker. An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

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.

Section 8 covered programs. All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under Section 202 of the Housing Act of 1959.

Section 8 Management Assessment Program (SEMAP). A system used by HUD to measure PHA performance in key Section 8 program areas. See 24 CFR Part 985.

Section 214. Section 214 of the Housing and Community Development Act of 1980, as amended.

Section 214 covered programs. The collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in 24 CFR 5.500.

SECURITY DEPOSIT. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

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

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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.

Set-up charges. In a manufactured home space rental, charges payable by the family for assembling, skirting, and anchoring the manufactured home

Severe deficiency. Under NSPIRE, the severe category includes deficiencies that, if evident in the home or on the property, present a high risk of permanent disability, or serious injury or illness, to a resident; or the physical security or safety of a resident or their property would be seriously compromised.

Sexual assault. Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

Sexual orientation. Homosexuality, heterosexuality or bisexuality.

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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.

Single room occupancy housing (SRO). A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. (A special housing type: see 24 CFR 982.602–982.605.)

Small Area Fair Market Rents (SAFMRs). FMRs established for ZIP code areas.

Small rural public housing agency (PHA). Section 38 defines the term "small public housing agency" as a public housing agency "for which the sum of the number of public housing dwelling units administered by the agency and the number of vouchers under section 8(o) administered by the agency is 550 or fewer" and "that predominantly operates in a rural area, as described in section 1026.35(b)(2)(iv)(A) of title 12, Code of

Federal Regulations." After consideration of the public comments discussed above, HUD is interpreting "predominantly operates in a rural area" to mean a small PHA that:

(1) Has a primary administrative building with a physical address in a rural area as described in 12 CFR 1026.35(b)(2)(iv)(A); or

(2) more than 50 percent of its combined public housing units and voucher units under section 8(o) are in rural areas as described in 12 CFR 1026.35(b)(2)(iv)(A). HUD also clarifies that voucher units under section 8(o) include those in the tenant-based Housing Choice Voucher (HCV) program and the Project-Based Voucher (PBV) program.

Social security number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

SPECIAL ADMISSION. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

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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.

Tax credit rent. With regard to certain tax credit units, the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Technological abuse. An act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

- Internet enabled devices
- Online spaces and platforms
- Computers
- Mobile devices
- Cameras and imaging programs
- Apps
- Location tracking devices
- Communication technologies
- Any other emergency technologies

TENANCY ADDENDUM. For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

TENANT. The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

Tenant-paid utilities. Utilities and services that are not included in the rent to owner and are the responsibility of the assisted family, regardless of whether the payment goes to the utility company or the owner. The utilities and services are those necessary in the locality to provide housing that complies with HQS. The utilities and services may also include those required by HUD through a *Federal Register* notice after providing opportunity for public comment.

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.

Term of lease. The amount of time a tenant agrees in writing to live in a dwelling unit.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

Unearned income. *A*ny annual income, as calculated under 24 CFR 5.609, that is not earned income.

UNIT. Residential space for the private use of a family.

Under NSPIRE, a unit (or "dwelling unit") of HUD housing refers to the interior components of an individual unit. Examples of components included in the interior of a unit may include the balcony, bathroom, call-for-aid (if applicable), carbon monoxide devices, ceiling, doors, electrical systems, enclosed patio, floors, HVAC (where individual units are provided), kitchen, lighting, outlets, smoke detectors, stairs, switches, walls, water heater, and windows.

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. 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 hook-up charge. In a manufactured home space rental: Costs payable by a family

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for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

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.

Violence Against Women Act (VAWA). Prohibits denying admission to the program to an otherwise qualified applicant or terminating assistance on the basis that the applicant or program participant is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER (rental voucher, housing choice voucher). A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the 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).

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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 (24 CFR 984.103), *welfare assistance* includes only cash maintenance payments designed to meet a family's ongoing basic needs. Does not include nonrecurring short term benefits designed to address individual crisis situations, work subsidies, supportive services such as childcare and transportation provided to families who are employed, refundable earned income tax credits, contributions to and distributions from Individual Development Accounts under TANF, services such as counseling, case management, peer support, childcare information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that to not provide basic income support, amounts solely directed to meeting housing expenses, amounts for health care, Supplemental Nutrition Assistance Program (SNAP) and emergency rental and utilities assistance, SSI, SSDI, or social security, and child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not the need of the child's current non-parental caretaker.

Deleted: 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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Withholding - Stopping HAP payments to an owner while holding them for potential retroactive disbursement.

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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).

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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 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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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a construction contract in the amount of $2,462,950.00 with Capps-Capco Construction, for the Westside Wastewater Treatment Plant Fast-Tracked Sludge Lagoon Rehabilitation Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Item Reference: **3/27/24: Agenda Item M-1;**

The Westside Wastewater Treatment Plant has a 5,242,700 gallon biosolids storage lagoon. In the past the lagoon was used to store biosolids during the land application process. The Westside Wastewater Treatment Plant is now processing all biosolids through the dewatering facility and disposing them at the City landfill. The lagoon was nearing capacity and had to be emptied per Texas Commission on Environmental Quality permit requirements in 2023. Tyler Water Utilities issued a notice to proposers for sludge/biosolids removal services and Denali LLC was selected as the top candidate based off of cost, experience, schedule, and ability to meet project requirements.

After the sludge lagoon was cleaned out, it was found that the liner was in a deteriorated condition. The Texas Commission on Environmental Quality requires the liner to be replaced. Since Phase 1 of the Westside Wastewater Treatment Plant Rehabilitation project will not bid until 2026, the rehabilitation of the sludge lagoon liner and installation of the sludge pump station were pulled out of the Westside Wastewater Treatment Plant Phase 1 Rehabilitation Project. This was bid as a stand-alone project.

The Westside Wastewater Treatment Plant Fast Tracked Sludge Lagoon Rehabilitation project was publicly advertised, and bids were opened and read aloud on May 20, 2025. The following bids were received:

1. Capps-Capco Construction: $2,462,950.00
2. CMP Commercial Construction: $3,336,135.22
3. Gracon Construction: $3,874,300.00

The engineer and City staff have reviewed the bids and recommends that the Construction Contract, in the amount of $2,462,950.00, be awarded to the lowest bidder, Capps-Capco Construction of Tyler, Texas.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a construction contract in the amount of $2,462,950.00 with Capps-Capco Construction, for the Westside Wastewater Treatment Plant Fast-Tracked Sludge Lagoon Rehabilitation Project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt.

Attachments:
Fast-Track Sludge Lagoon_Recommendation of Award

Drafted/Recommended By:
Department Leader Nikki Ingram, P.E., Project Engineer/Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:
City Manager

100 E. Ferguson St.
Suite 814
Tyler, TX 75702

www.GarverUSA.com

May 22, 2025

Nikki Ingram
City of Tyler
511 W Locust St
Tyler, TX 75702

Re: Tyler Westside Fast-Track Sludge Lagoon
Recommendation of Award

Mrs. Ingram:

Bids were received for the Tyler Westside Fast-Track Sludge Lagoon project at City Hall at 2:00 PM on Tuesday, May 20, 2025. A total of three (3) bids were received on the project. A tabulation of the bids received is enclosed with this letter. The bids have been checked for accuracy and compliance with the contract documents, and all bidders have provided the required documents.

We consider Capps-Capco Construction Inc, the low bidder, to be a responsive, responsible bidder. We believe that the bid submitted by Capps-Capco Construction Inc, Inc. represents good value for the City of Tyler. We recommend that the construction contract for the Tyler Westside Fast-Track Sludge Lagoon project be awarded to Capps-Capco Construction Inc in the amount of $2,462,950.00 by accepting the Total Base Bid Price.

Please call if there are any questions.

Sincerely,

GARVER, LLC

Justin Rackley, PE, PMP
Business Team Leader

City of Tyler Fast-Tracked Sludge Lagoon Bid Opening: 5/20/2025 2pm CST				Bidder Name Bidder Address, Contact, Phone	Capps-Capco Construction 130044 CR 192 Tyler, Texas 75703 (903) 561-6657		CMP Commerical Construction 1150 MLK Fwy. Fort Worth, Texas 76104 (817) 899-6890			Gracon Construction 4343 Lasater Road Mesquite, Texas 75181 (972) 222-8533	
Bid Item	Item Description	Quantity	Unit		Unit Price	Amount	Unit Price	Amount	Notes	Unit Price	Amount
1	All work at the Sludge Storage Lagoon	1	LS		$ 1,308,000.00	$ 1,308,000.00	$ 1,498,020.00	$ 1,498,020.00		$ 2,770,000.00	$ 2,770,000.00
2	All work at the Sludge Pump Station	1	LS		$ 662,150.00	$ 662,150.00	$ 998,680.22	$ 998,680.22		$ 634,000.00	$ 634,000.00
3	Sludge Removal at the Sludge Lagoon	1500	CY		$ 195.00	$ 292,500.00	$ 422.60	$ 633,900.00		$ 160.00	$ 240,000.00
4	Perimeter six-foot chain-link fencing	1350	LF		$ 38.00	$ 51,300.00	$ 38.30	$ 51,705.00		$ 40.00	$ 54,000.00
5	Asphalt Pavement Repair	420	SY		$ 200.00	$ 84,000.00	$ 211.50	$ 88,830.00		$ 265.00	$ 111,300.00
6	Contingency Allowance 1 - Owner's Contingency	1	LS		$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00		$ 60,000.00	$ 60,000.00
7	Contingency Allowance 2 - Oncor electrical connection	1	LS		$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00		$ 5,000.00	$ 5,000.00
				Total Base Bid	**$**	**2,462,950.00**	**$**	**3,336,135.22**		**$**	**3,874,300.00**

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds & Kay, LTD, for the 2025 Structure Flooding project for $1,277,421.00, Bid No. 25-023.

Item Reference: **CC 11/13/2024, Item C-A-13; HC 06/10/2025, Item 25-06-04**

The scope of this Capital Improvement Project (CIP) is to replace and/or improve stormwater infrastructure for the City of Tyler so that future structure flooding can be prevented. The flooding problems at these locations are a result of undersized infrastructure, and the areas to be improved include:
1. Rhones Quarter Road and Persimmon Drive (flooding of 5811 and 5815 Persimmon Drive);
2. Haverhill Drive and Old Henderson Highway (flooding of 2112 Haverhill Drive and 3940 Old Henderson Highway);
3. Golden Road and Black Fork Creek (flooding of 614 Golden Road);
4. Kensington Drive (flooding of 2505 Kensington Drive);
5. 9th Street (flooding of 212 W 9th Street); and
6. Princedale (flooding of 7332 Princedale)).

Two (2) qualified contractors submitted bids: Reynolds & Kay, LTD ($1,277,421.00) and W.M. Miller & Construction Co ($1,290,680.95).

This project is to be funded from the Stormwater Capital Outlay Budget ($821,477.20) and the Half Cent Sales Tax program ($455,943.80).

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a Capital Improvement Project (CIP) construction contract with Reynolds & Kay, LTD, for the 2025 Structure Flooding project for $1,277,421.00, Bid No. 25-023.

Attachments:
2025_Structure_Flooding_Bid_Tab
Persimmon_01
Persimmon_02
Haverhill_01

Haverhill_02
Haverhill_03
Golden_Rd
Kensington_Dr
9th_St
Princedale_01
Princedale_02
2025-06-10_HCA_25-06-04

Drafted/Recommended By:
Department Leader Paul Neuhaus, P.E., M.S. - Stormwater Management and Environmental Compliance Engineer

Edited/Submitted By:
City Manager

Bid Tabulation

CITY OF TYLER
TYLER , TEXAS

2025 Structure Flooding Drainage Improvements

Bid Date: May 20, 2025 at 2:00 p.m.

The C. T. Brannon Corporation-#24-191

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY		Reynolds & Kay, LTD UNIT PRICE	Reynolds & Kay, LTD TOTAL PRICE	W.M. Miller & Construction Co. UNIT PRICE	W.M. Miller & Construction Co. TOTAL PRICE
PERSIMMON							
1	Provide a 100% Performance and Payment Bond, and Maintenance Bond, in approved format, to The City of Tyler, complete for	1	LS	$ 5,000.00	$ 5,000.00	$ 4,094.00	$ 4,094.00
2	Provide required insurance, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for	1	EA	$ 5,000.00	$ 5,000.00	$ 150.00	$ 150.00
500	Mobilization at each site location, complete for	1	EA	$ 12,000.00	$ 12,000.00	$ 17,329.98	$ 17,329.98
1000	**Contingency**	1	LS	**$ 12,500.00**	**$ 12,500.00**	**$ 12,500.00**	**$ 12,500.00**
100-A	Prep Right-of-Way	1	EA	$ 4,000.00	$ 4,000.00	$ 2,845.58	$ 2,845.58
100-C	Remove existing 30" Reinforced Concrete Pipe, complete for	124	LF	$ 50.00	$ 6,200.00	$ 133.18	$ 16,514.32
100-F	Remove existing concrete filled 42" HDPE pipe, complete for	124	LF	$ 118.00	$ 14,632.00	$ 137.76	$ 17,082.24
100-G	Remove existing concrete curb inlet, complete for	1	EA	$ 6,000.00	$ 6,000.00	$ 6,658.82	$ 6,658.82
104-D	Saw cut and remove existing concrete retaining wall, complete for	1	LS	$ 5,000.00	$ 5,000.00	$ 12,846.43	$ 12,846.43
104-E	Saw cut and remove existing concrete rip rap, complete for	71	SY	$ 60.00	$ 4,260.00	$ 49.96	$ 3,547.16
132	Furnish Select Borrow from Off-Site as necessary (select fill) (Minimum CBR of 7%) (Density Control) (Final), complete and in place, for	9	CY	$ 50.00	$ 450.00	$ 458.64	$ 4,127.76
192	Furnish and install burmuda or St. Augustine grass sod, complete and in place for	300	SY	$ 15.00	$ 4,500.00	$ 27.50	$ 8,250.00
423	Furnish and install standard 6-inch thick x 36-inch tall reinforced concrete retaining wall, complete and in place, for	104	LF	$ 170.00	$ 17,680.00	$ 93.22	$ 9,694.88
432-A	Furnish and install Reinforced Concrete Riprap (6-inch depth), complete and in place, for	87	SY	$ 150.00	$ 13,050.00	$ 129.60	$ 11,275.20
464-E	Furnish and install Class III 42-inch Reinforced Concrete Pipe, complete and in place, for	124	LF	$ 320.00	$ 39,680.00	$ 288.75	$ 35,805.00
464-G	Provide Trench Safety, complete and in place, for	124	LF	$ 15.00	$ 1,860.00	$ 77.42	$ 9,600.08
464-E	Furnish and install standard 20-ft (ID) concrete inlet box with grated top as shown in details on Sheet 5.2, complete and in place, for	1	EA	$ 25,000.00	$ 25,000.00	$ 24,311.64	$ 24,311.64
464-I	Furnish and install crushed rock bedding for RCP as necessary, complete and in place, for	20	CY	$ 70.00	$ 1,400.00	$ 84.73	$ 1,694.60
465-J	Furnish and install connection to existing inlet, complete and in place, for	1	EA	$ 8,000.00	$ 8,000.00	$ 1,591.35	$ 1,591.35
502	Barricades, Signs and Traffic Handling, complete and in place, for	1	LS	$ 5,000.00	$ 5,000.00	$ 1,759.05	$ 1,759.05
506-A	Comply with the Stom Water Pollution Prevention Plan for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place, for	1	EA	$ 600.00	$ 600.00	$ 200.00	$ 200.00
506-B	Furnish, install, and maintain silt fence for erosion control, around stockpiled material, in place and complete, for	230	LF	$ 3.00	$ 690.00	$ 2.41	$ 554.30
5071	Remove and replace 6-foot tall wooden privacy fence, complete and in place, for	140	LF	$ 55.00	$ 7,700.00	$ 57.62	$ 8,066.80
	Total: PERSIMMON				**$ 200,202.00**		**$ 210,499.19**

CITY OF TYLER
TYLER , TEXAS
2025 Structure Flooding Drainage Improvements
Bid Date: May 20, 2025 at 2:00 p.m.
The C. T. Brannon Corporation-#24-191

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY		Reynolds & Kay, LTD UNIT PRICE	Reynolds & Kay, LTD TOTAL PRICE	W.M. Miller & Construction Co. UNIT PRICE	W.M. Miller & Construction Co. TOTAL PRICE
HAVERHILL							
1	Provide a 100% Performance and Payment Bond, and Maintenance Bond, in approved format, to The City of Tyler, complete for	1	LS	$ 2,904.00	$ 2,904.00	$ 6,152.00	$ 6,152.00
2	Provide required insurance, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for	1	EA	$ 2,000.00	$ 2,000.00	$ 150.00	$ 150.00
500	Mobilization at each site location, complete for	1	EA	$ 10,000.00	$ 10,000.00	$ 14,980.43	$ 14,980.43
1000	**Contingency**	1	LS	**$ 27,500.00**	**$ 27,500.00**	**$ 27,500.00**	**$ 27,500.00**
100-A	Prep Right-of-Way	1	EA	$ 3,000.00	$ 3,000.00	$ 5,691.15	$ 5,691.15
100-B	Remove existing 24" Reinforced Concrete Pipe, complete for	62	LF	$ 58.00	$ 3,596.00	$ 67.65	$ 4,194.30
100-D	Remove existing 48" Reinforced Concrete Pipe, complete for	33	LF	$ 115.00	$ 3,795.00	$ 76.87	$ 2,536.71
100-E	Remove existing 48" headwall, complete for	2	EA	$ 2,300.00	$ 4,600.00	$ 293.04	$ 586.08
104-A	Saw cut and remove existing concrete curb and gutter, complete	108	LF	$ 10.00	$ 1,080.00	$ 9.37	$ 1,011.96
104-B	Saw cut and remove existing concrete pavement, driveway or	30	SY	$ 40.00	$ 1,200.00	$ 46.74	$ 1,402.20
104-E	Saw cut and remove existing concrete rip rap, complete for	32	SY	$ 36.00	$ 1,152.00	$ 38.20	$ 1,222.40
105	Saw cut and remove existing asphalt pavement, complete for	80	SY	$ 9.00	$ 720.00	$ 16.26	$ 1,300.80
110	Channel excavation, shaping & backfill for concrete riprap channel, complete for	1	LS	$ 6,800.00	$ 6,800.00	$ 8,087.52	$ 8,087.52
132	Furnish Select Borrow from Off-Site as necessary (select fill) (Minimum CBR of 7%) (Density Control) (Final), complete and in place, for	200	CY	$ 42.00	$ 8,400.00	$ 27.31	$ 5,462.00
192	Furnish and install burmuda or St. Augustine grass sod, complete and in place, for	200	SY	$ 15.00	$ 3,000.00	$ 26.27	$ 5,254.00
341-A	Furnish and install 6-inch compacted thickness Type "B" HMAC base course, complete and in place, for	335	SY	$ 72.00	$ 24,120.00	$ 49.91	$ 16,719.85
341-B	Furnish and install 2-inch compacted thickness Type "D" HMAC surface course, complete and in place, for	275	SY	$ 34.00	$ 9,350.00	$ 19.15	$ 5,266.25
432-A	Furnish and install Reinforced Concrete Riprap (6-inch depth), complete and in place, for	405	SY	$ 123.00	$ 49,815.00	$ 143.67	$ 58,186.35
464-A	Furnish and install Class III 18-inch Reinforced Concrete Pipe, complete and in place, for	115	LF	$ 110.00	$ 12,650.00	$ 155.48	$ 17,880.20
464-B	Furnish and install Class III 24-inch Reinforced Concrete Pipe, complete and in place, for	62	LF	$ 150.00	$ 9,300.00	$ 106.31	$ 6,591.22
464-C	Furnish and install Class III 30-inch Reinforced Concrete Pipe, complete and in place, for	356	LF	$ 130.00	$ 46,280.00	$ 147.47	$ 52,499.32
464-G	Provide Trench Safety, complete and in place, for	533	LF	$ 1.00	$ 533.00	$ 1.50	$ 799.50
462	Furnish and install Class III 5'x3' Reinforced Precast Concrete Box Cluvert, complete and in place, for	33	LF	$ 540.00	$ 17,820.00	$ 496.63	$ 16,388.79
465-A	Furnish and install standard 5-ft. (ID) concrete curb inlet, complete and in place, for	1	EA	$ 8,000.00	$ 8,000.00	$ 4,094.34	$ 4,094.34
465-B	Furnish and install standard 10-ft. (ID) concrete curb inlet, complete and in place, for	2	EA	$ 12,000.00	$ 24,000.00	$ 7,208.49	$ 14,416.98
465-F	Furnish and install standard 48"x48" (ID) concrete junction box, complete and in place, for	1	EA	$ 6,000.00	$ 6,000.00	$ 4,843.40	$ 4,843.40
465-G	Furnish and install standard Type Y Inlet, complete and in place, for	1	EA	$ 6,300.00	$ 6,300.00	$ 6,007.66	$ 6,007.66
465-I	Furnish and install crushed rock bedding for RCP as necessary, complete and in place, for	30	CY	$ 70.00	$ 2,100.00	$ 84.73	$ 2,541.90
465-J	Furnish and install connection to existing Inlet, complete and in place, for	1	EA	$ 1,200.00	$ 1,200.00	$ 672.54	$ 672.54
466-B	Furnish and install 24" concrete SET (6:1), per plans, complete and in place, for	1	EA	$ 1,500.00	$ 1,500.00	$ 1,700.35	$ 1,700.35
466-C	Furnish and install 30" concrete SET (6:1), per plans, complete and in place, for	2	EA	$ 2,400.00	$ 4,800.00	$ 2,521.40	$ 5,042.80
466-D	Construct reiinforced concrete Straight Wingwalls (6:1) (SW-0) for 5'x3' BC, per plans, complete and in place, for	2	EA	$ 9,000.00	$ 18,000.00	$ 8,909.46	$ 17,818.92
502	Barricades, Signs and Traffic Handling, complete and in place, for	1	LS	$ 4,500.00	$ 4,500.00	$ 4,532.58	$ 4,532.58
506-A	Comply with the Storm Water Pollution Prevention Plan for construction activities by installing, maintaining, monitooring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place, for	1	EA	$ 600.00	$ 600.00	$ 200.00	$ 200.00
506-B	Furnish, install, and maintain silt fence for erosion control, around stockpiled material, in place and complete, for	585	LF	$ 3.00	$ 1,755.00	$ 2.46	$ 1,439.10
529	Furnish and install standard 6-inch reinforced concrete curb and gutter, complete and in place, for	350	LF	$ 50.00	$ 17,500.00	$ 20.40	$ 7,140.00
W-1	Install new 1" DR-9 Poly Water Service and connect to existing water meter, complete and in place, for	3	EA	$ 1,000.00	$ 3,000.00	$ 4,898.58	$ 14,695.74
W-2	Furnish and install lower existing waterline (6" or 8" dia.) using 45* bends, complete and in place, for	1	EA	$ 5,600.00	$ 5,600.00	$ 4,755.59	$ 4,755.59
	Total: HAVERHILL				**$ 354,470.00**		**$ 349,764.93**

CITY OF TYLER
TYLER , TEXAS
2025 Structure Flooding Drainage Improvements
Bid Date: May 20, 2025 at 2:00 p.m.
The C. T. Brannon Corporation-#24-191

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY		Reynolds & Kay, LTD UNIT PRICE	Reynolds & Kay, LTD TOTAL PRICE	W.M. Miller & Construction Co. UNIT PRICE	W.M. Miller & Construction Co. TOTAL PRICE
GOLDEN ROAD IMPROVEMENTS							
1	Provide a 100% Performance and Payment Bond, and Maintenance Bond, in approved format, to The City of Tyler, complete for	1	LS	$ 2,500.00	$ 2,500.00	$ 2,509.00	$ 2,509.00
2	Provide required insurance, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for	1	EA	$ 1,000.00	$ 1,000.00	$ 150.00	$ 150.00
500	Mobilization at each site location, complete for	1	EA	$ 3,800.00	$ 3,800.00	$ 9,389.40	$ 9,389.40
1000	**Contingency**	1	LS	**$ 5,000.00**	**$ 5,000.00**	**$ 5,000.00**	**$ 5,000.00**
100-A	Prep Right-of-Way	1	EA	$ 6,000.00	$ 6,000.00	$ 1,517.64	$ 1,517.64
110	Channel excavation, complete for	1	LS	$ 6,500.00	$ 6,500.00	$ 25,652.52	$ 25,652.52
432-A	Furnish and install Reinforced Concrete Riprap (6-inch depth), complete and in place, for	55	SY	$ 160.00	$ 8,800.00	$ 81.70	$ 4,493.50
432-B	Furnish and install Reinforced Concrete 4-ft deep toewall, complete and in place, for	55	LF	$ 140.00	$ 7,700.00	$ 163.50	$ 8,992.50
432-C	Furnish and install Class II Riprap (18-inch depth) including filter fabric, complete and in place, for	300	SY	$ 150.00	$ 45,000.00	$ 128.78	$ 38,634.00
502	Barricades, Signs and Traffic Handling, complete and in place, for	1	LS	$ 3,000.00	$ 3,000.00	$ 1,459.05	$ 1,459.05
506-A	Comply with the Storm Water Pollution Prevention Plan for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place, for	1	EA	$ 500.00	$ 500.00	$ 200.00	$ 200.00
506-B	Furnish, install, and maintain silt fence for erosion control, around stockpiled material, in place and complete, for	275	LF	$ 3.00	$ 825.00	$ 2.53	$ 695.75
506-C	Furnish, Install, maintain and remove Stabilized Construction Entrance, complete for	2	EA	$ 500.00	$ 1,000.00	$ 2,271.81	$ 4,543.62
Total: GOLDEN ROAD IMPROVEMENTS					**$ 91,625.00**		**$ 103,236.98**

CITY OF TYLER
TYLER , TEXAS
2025 Structure Flooding Drainage Improvements
Bid Date: May 20, 2025 at 2:00 p.m.
The C. T. Brannon Corporation-#24-191

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY		Reynolds & Kay, LTD UNIT PRICE	Reynolds & Kay, LTD TOTAL PRICE	W.M. Miller & Construction Co. UNIT PRICE	W.M. Miller & Construction Co. TOTAL PRICE
KENSINGTON							
1	Provide a 100% Performance and Payment Bond, and Maintenance Bond, in approved format, to The City of Tyler, complete for	1	LS	$ 3,400.00	$ 3,400.00	$ 3,998.00	$ 3,998.00
2	Provide required insurance, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for	1	EA	$ 2,000.00	$ 2,000.00	$ 150.00	$ 150.00
500	Mobilization at each site location, complete for	1	EA	$ 14,000.00	$ 14,000.00	$ 16,067.78	$ 16,067.78
1000	**Contingency**	1	LS	**$ 12,500.00**	**$ 12,500.00**	**$ 12,500.00**	**$ 12,500.00**
100-A	Prep Right-of-Way	1	EA	$ 1,800.00	$ 1,800.00	$ 9,815.01	$ 9,815.01
100-B	Remove existing 24" Reinforced Concrete Pipe, complete for	132	LF	$ 100.00	$ 13,200.00	$ 34.53	$ 4,557.96
100-G	Remove existing concrete curb inlet, complete for	1	EA	$ 2,400.00	$ 2,400.00	$ 1,841.79	$ 1,841.79
104-A	Saw cut and remove existing concrete curb and gutter, complete for	60	LF	$ 10.00	$ 600.00	$ 8.48	$ 508.80
105	Saw cut and remove existing asphalt pavement, complete for	190	SY	$ 8.00	$ 1,520.00	$ 37.40	$ 7,106.00
132	Furnish Select Borrow from Off-Site as necessary (select fill) (Minimum CBR of 7%) (Density Control) (Final), complete and in place, for	50	CY	$ 50.00	$ 2,500.00	$ 37.84	$ 1,892.00
192	Furnish and install burmuda or St. Augustine grass sod, complete and in place, for	100	SY	$ 15.00	$ 1,500.00	$ 27.50	$ 2,750.00
341-A	Furnish and install 6-inch compacted thickness Type "B" HMAC base course, complete and in place, for	200	SY	$ 87.00	$ 17,400.00	$ 61.77	$ 12,354.00
341-B	Furnish and install 2-inch compacted thickness Type "D" HMAC surface course, complete and in place, for	200	SY	$ 34.00	$ 6,800.00	$ 24.28	$ 4,856.00
464-C	Furnish and install Class III 30-inch Reinforced Concrete Pipe, complete and in place, for	440	LF	$ 130.00	$ 57,200.00	$ 149.45	$ 65,758.00
464-F	Furnish and install Cast-in-Place concrete collar, complete and in place, for	2	EA	$ 600.00	$ 1,200.00	$ 636.58	$ 1,273.16
464-G	Provide Trench Safety, complete and in place, for	440	LF	$ 2.00	$ 880.00	$ 1.50	$ 660.00
465-C	Furnish and install standard 15-ft. (ID) concrete curb Inlet, complete and in place, for	1	EA	$ 13,000.00	$ 13,000.00	$ 11,082.54	$ 11,082.54
465-D	Furnish and install standard 20-ft. (ID) concrete curb Inlet, complete and in place, for	1	EA	$ 18,000.00	$ 18,000.00	$ 17,416.70	$ 17,416.70
465-H	Furnish and install standard 5' inlet extension to existing inlet, complete and in place, for	1	EA	$ 8,000.00	$ 8,000.00	$ 2,397.27	$ 2,397.27
465-I	Furnish and install crushed rock bedding for RCP as necessary, complete and in place, for	30	CY	$ 70.00	$ 2,100.00	$ 84.73	$ 2,541.90
465-J	Furnish and install connection to existing inlet, complete and in place, for	1	EA	$ 2,000.00	$ 2,000.00	$ 825.68	$ 825.68
502	Barricades, Signs and Traffice Handling, complete and in place, for	1	LS	$ 5,000.00	$ 5,000.00	$ 4,017.15	$ 4,017.15
506-A	Comply with the Storm Water Pollution Prevention Plan for construction activities by installing, maintaining, monitoring, and inspecting erosion control devices and providing the necessary documentation and record keeping for the SWPPP, complete and in place, for	1	EA	$ 600.00	$ 600.00	$ 200.00	$ 200.00
506-B	Furnish, install, and maintain silt fence for erosion control, around stockpiled material, in place and complete, for	394	LF	$ 3.00	$ 1,182.00	$ 2.59	$ 1,020.46
529	Furnish and install standard 6-inch reinforced concrete curb and gutter, complete and in place, for	60	LF	$ 48.00	$ 2,880.00	$ 20.40	$ 1,224.00
W-1	Install new 1" DR-9 Poly Water Service and connect to existing water meter, complete and in place, for	3	EA	$ 1,000.00	$ 3,000.00	$ 1,867.88	$ 5,603.64
SS-1	Replace existing 4" clay sewer service with 4" DIP sewer, complete and in place, for	60	LF	$ 160.00	$ 9,600.00	$ 193.25	$ 11,595.00
	Total: KENSINGTON				**$ 204,262.00**		**$ 204,012.84**

CITY OF TYLER
TYLER , TEXAS
2025 Structure Flooding Drainage Improvements
Bid Date: May 20, 2025 at 2:00 p.m.
The C. T. Brannon Corporation-#24-191

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY		Reynolds & Kay, LTD UNIT PRICE	Reynolds & Kay, LTD TOTAL PRICE	W.M. Miller & Construction Co. UNIT PRICE	W.M. Miller & Construction Co. TOTAL PRICE
9TH STREET							
1	Provide a 100% Performance and Payment Bond, and Maintenance Bond, in approved format, to The City of Tyler, complete for	1	LS	$ 3,000.00	$ 3,000.00	$ 3,146.00	$ 3,146.00
2	Provide required insurance, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for	1	EA	$ 1,500.00	$ 1,500.00	$ 150.00	$ 150.00
500	Mobilization at each site location, complete for	1	EA	$ 5,000.00	$ 5,000.00	$ 14,260.43	$ 14,260.43
1000	**Contingency**	1	LS	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**	**$ 10,000.00**
100-A	Prep Right-of-Way	1	EA	$ 1,200.00	$ 1,200.00	$ 5,691.15	$ 5,691.15
104-A	Saw cut and remove existing concrete curb and gutter, complete for	70	LF	$ 10.00	$ 700.00	$ 7.93	$ 555.10
104-B	Saw cut and remove existing concrete pavement, driveway or sidewalk, complete for	70	SY	$ 40.00	$ 2,800.00	$ 17.98	$ 1,258.60
105	Saw cut and remove existing asphalt pavement, complete for	37	SY	$ 12.00	$ 444.00	$ 93.19	$ 3,448.03
132	Furnish Select Borrow from Off-Site as necessary (select fill) (Minimum CBR of 7%) (Density Control) (Final), complete and in place, for	20	CY	$ 50.00	$ 1,000.00	$ 48.98	$ 979.60
192	Furnish and install burmuda or St. Augustine grass sod, complete and in place, for	90	SF	$ 4.00	$ 360.00	$ 4.36	$ 392.40
341-A	Furnish and install 6-inch compacted thickness Type "B" HMAC base course, complete and in place, for	30	SY	$ 100.00	$ 3,000.00	$ 235.73	$ 7,071.90
341-B	Furnish and install 2-inch compacted thickness Type "D" HMAC surface course, complete and in place, for	30	SY	$ 36.00	$ 1,080.00	$ 76.90	$ 2,307.00
360-A	Furnish and install 6-inch reinforced concrete paving, driveway or valley gutter, complete and in place, for	170	SY	$ 115.00	$ 19,550.00	$ 104.01	$ 17,681.70
464-B	Furnish and install Class III 24-inch Reinforced Concrete Pipe, complete and in place, for	230	LF	$ 120.00	$ 27,600.00	$ 123.18	$ 28,331.40
464-F	Furnish and install Cast-in-Place concrete collar, complete and in place, for	2	EA	$ 700.00	$ 1,400.00	$ 406.88	$ 813.76
464-G	Provide Trench Safety, complete and in place, for	230	LF	$ 2.00	$ 460.00	$ 1.50	$ 345.00
465-B	Furnish and install standard 10-ft. (ID) concrete curb inlet, complete and in place, for	1	EA	$ 7,600.00	$ 7,600.00	$ 8,243.64	$ 8,243.64
465-C	Furnish and install standard 15-ft. (ID) concrete curb inlet, complete and in place, for	1	EA	$ 9,500.00	$ 9,500.00	$ 14,186.01	$ 14,186.01
465-I	Furnish and install crushed rock bedding for RCP as necessary, complete and in place, for	15	CY	$ 70.00	$ 1,050.00	$ 84.73	$ 1,270.95
465-J	Furnish and install connection to existing inlet, complete and in place, for	1	EA	$ 1,200.00	$ 1,200.00	$ 1,771.35	$ 1,771.35
502	Barricades, Signs and Traffice Handling, complete and in place, for	1	LS	$ 5,000.00	$ 5,000.00	$ 6,777.15	$ 6,777.15
506-A	Comply with the Storm Water Pollution Prevention Plan for construction activities by installing, maintaining, monitoring, and	1	EA	$ 600.00	$ 600.00	$ 200.00	$ 200.00
506-B	Furnish, install, and maintain silt fence for erosion control, around stockpiled material, in place and complete, for	24	LF	$ 3.00	$ 72.00	$ 4.78	$ 114.72
529	Furnish and install standard 6-inch reinforced concrete curb and gutter, complete and in place, for	70	LF	$ 48.00	$ 3,360.00	$ 21.83	$ 1,528.10
W-3	Furnish and install lower existing waterline (12") using 45* bends, complete and in place, for	1	EA	$ 13,000.00	$ 13,000.00	$ 12,164.15	$ 12,164.15
W-4	Furnish and install 12" Inserta plug on existing 12" waterline, complete and in place, for	2	EA	$ 15,000.00	$ 30,000.00	$ 862.70	$ 1,725.40
W-5	Relocated existing water meter to island & reconnect service to bldg, complete and in place, for	1	EA	$ 2,400.00	$ 2,400.00	$ 2,167.45	$ 2,167.45
	Total: 9TH STREET				**$ 152,876.00**		**$ 146,580.99**

CITY OF TYLER
TYLER , TEXAS
2025 Structure Flooding Drainage Improvements
Bid Date: May 20, 2025 at 2:00 p.m.
The C. T. Brannon Corporation-#24-191

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY		Reynolds & Kay, LTD UNIT PRICE	Reynolds & Kay, LTD TOTAL PRICE	W.M. Miller & Construction Co. UNIT PRICE	W.M. Miller & Construction Co. TOTAL PRICE
PRINCEDALE							
1	Provide a 100% Performance and Payment Bond, and Maintenance Bond, in approved format, to The City of Tyler, complete for	1	LS	$ 6,000.00	$ 6,000.00	$ 5,070.00	$ 5,070.00
2	Provide required insurance, including Liability Insurance, with the Owner and Engineer named as additional insured, complete for	1	EA	$ 2,000.00	$ 2,000.00	$ 150.00	$ 150.00
500	Mobilization at each site location, complete for	1	EA	$ 11,000.00	$ 11,000.00	$ 14,260.43	$ 14,260.43
1000	**Contingency**	1	LS	**$ 17,500.00**	**$ 17,500.00**	**$ 17,500.00**	**$ 17,500.00**
100-A	Prep Right-of-Way	1	EA	$ 1,200.00	$ 1,200.00	$ 5,691.15	$ 5,691.15
100-C	Remove existing 30" Reinforced Concrete Pipe, complete for	160	LF	$ 90.00	$ 14,400.00	$ 35.74	$ 5,718.40
104-A	Saw cut and remove existing concrete curb and gutter, complete for	75	LF	$ 10.00	$ 750.00	$ 32.50	$ 2,437.50
104-B	Saw cut and remove existing concrete pavement, driveway or sidewalk, complete for	10	SY	$ 40.00	$ 400.00	$ 76.30	$ 763.00
105	Saw cut and remove existing asphalt pavement, complete for	150	SY	$ 8.00	$ 1,200.00	$ 23.01	$ 3,451.50
132	Furnish Select Borrow from Off-Site as necessary (select fill) (Minimum CBR of 7%) (Density Control) (Final), complete and in place, for	50	CY	$ 40.00	$ 2,000.00	$ 37.84	$ 1,892.00
192	Furnish and install burmuda or St. Augustine grass sod, complete and in place, for	600	SY	$ 15.00	$ 9,000.00	$ 18.81	$ 11,286.00
341-A	Furnish and install 6-inch compacted thickness Type "B" HMAC base course, complete and in place, for	150	SY	$ 100.00	$ 15,000.00	$ 122.53	$ 18,379.50
341-B	Furnish and install 2-inch compacted thickness Type "D" HMAC surface course, complete and in place, for	150	SY	$ 33.00	$ 4,950.00	$ 31.07	$ 4,660.50
360-A	Furnish and install 6-inch reinforced concrete paving, driveway or valley gutter, complete and in place, for	5	SY	$ 180.00	$ 900.00	$ 104.01	$ 520.05
432-C	Furnish and install Class II Riprap (18-inich depth) including filter fabric, complete and in place, for	20	SY	$ 190.00	$ 3,800.00	$ 296.90	$ 5,938.00
464-A	Furnish and install Class III 18-inch Reinforced Concrete Pipe, complete and in place, for	118	LF	$ 110.00	$ 12,980.00	$ 94.76	$ 11,181.68
464-C	Furnish and install Class III 30-inch Reinforced Concrete Pipe, complete and in place, for	152	LF	$ 160.00	$ 24,320.00	$ 158.27	$ 24,057.04
464-D	Furnish and install 30-Inch 45* Concrete Bend, complete and in place, for	1	EA	$ 1,500.00	$ 1,500.00	$ 1,450.21	$ 1,450.21
464-E	Furnish and install Class III 42-Inch Reinforced Concrete Pipe, complete and in place, for	184	LF	$ 280.00	$ 51,520.00	$ 216.65	$ 39,863.60
464-F	Furnish and install Cast-in-Place concrete collar, complete and in place, for	2	EA	$ 1,200.00	$ 2,400.00	$ 406.88	$ 813.76
464-G	Provide Trench Safety, complete and in place, for	454	LF	$ 4.00	$ 1,816.00	$ 1.50	$ 681.00
465-B	Furnish and install standard 10-ft. (ID) concrete curb inlet, complete and in place, for	2	EA	$ 10,000.00	$ 20,000.00	$ 9,020.49	$ 18,040.98
465-D	Furnish and install standard 20-ft. (ID) concrete curb inlet, complete and in place, for	1	EA	$ 16,000.00	$ 16,000.00	$ 16,214.16	$ 16,214.16
465-I	Furnish and install crushed rock bedding for RCP as necessary, complete and in place, for	30	CY	$ 70.00	$ 2,100.00	$ 84.73	$ 2,541.90
465-J	Furnish and install connection to existing inlet, complete and in place, for	3	EA	$ 3,000.00	$ 9,000.00	$ 774.45	$ 2,323.35
466-A	Furnish and Install 5'x5' ID concrete junction box outfall structure, per detail on Sheet 4.3, complete and in place, for	1	EA	$ 7,300.00	$ 7,300.00	$ 5,780.64	$ 5,780.64
502	Barricades, Signs and Traffice Handling, complete and in place, for	1	LS	$ 3,000.00	$ 3,000.00	$ 4,250.30	$ 4,250.30
506-A	Comply with the Storm Water Pollution Prevention Plan for construction activities by installing, maintaining, monitoring, and	1	EA	$ 600.00	$ 600.00	$ 200.00	$ 200.00
506-B	Furnish, install, and maintain silt fence for erosion control, around stockpiled material, in place and complete, for	300	LF	$ 3.00	$ 900.00	$ 4.85	$ 1,455.00
529	Furnish and install standard 6-inch reinforced concrete curb and gutter, complete and in place, for	75	LF	$ 48.00	$ 3,600.00	$ 21.83	$ 1,637.25
531	Construct 4-inch thick reinforced concrete sidewalk, complete and in place, for	10	SY	$ 60.00	$ 600.00	$ 138.68	$ 1,386.80
5071	Remove and replace 6-foot tall wooden privacy fence, complete and in place, for	150	LF	$ 55.00	$ 8,250.00	$ 26.40	$ 3,960.00
W-1	Install new 1" DR-9 Poly Water Service and connect to existing water meter, complete and in place, for	4	EA	$ 1,100.00	$ 4,400.00	$ 1,424.53	$ 5,698.12
W-2	Furnish and install lower existing waterline (6" or 8" dia.) using 45* bends, complete and in place, for	2	EA	$ 6,800.00	$ 13,600.00	$ 18,666.10	$ 37,332.20
	Total: PRINCEDALE				**$ 273,986.00**		**$ 276,586.02**

CITY OF TYLER
TYLER , TEXAS
2025 Structure Flooding Drainage Improvements
Bid Date: May 20, 2025 at 2:00 p.m.
The C. T. Brannon Corporation-#24-191

ITEM NO.	DESCRIPTION AND UNIT PRICE	ESTIMATED QUANTITY	Reynolds & Kay, LTD UNIT PRICE	Reynolds & Kay, LTD TOTAL PRICE	W.M. Miller & Construction Co. UNIT PRICE	W.M. Miller & Construction Co. TOTAL PRICE
	TOTAL PERSIMMON			$ 200,202.00		$ 210,499.19
	TOTAL HAVERHILL			$ 354,470.00		$ 349,764.93
	TOTAL GOLDEN ROAD			$ 91,625.00		$ 103,236.98
	TOTAL KENSINGTON			$ 204,262.00		$ 204,012.84
	TOTAL 9TH STREET			$ 152,876.00		$ 146,580.99
	TOTAL PRIINCEDALE			$ 273,986.00		$ 276,586.02
	GRAND TOTAL OF ALL LOCATIONS			$ 1,277,421.00		$ 1,290,680.95

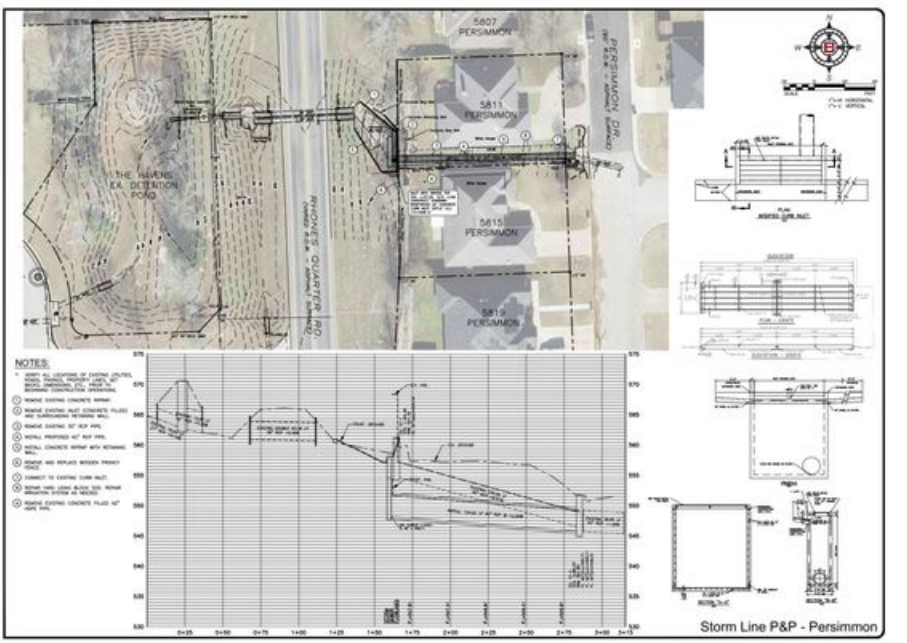
I, Paul E. Neuhaus, Professional Engineer, No. 105271 do hereby certify that the above two (2) sealed bids were received, opened, and read aloud in accordance with the advertised procedures and that this tabulation is a true and accurate representation of the bids received.

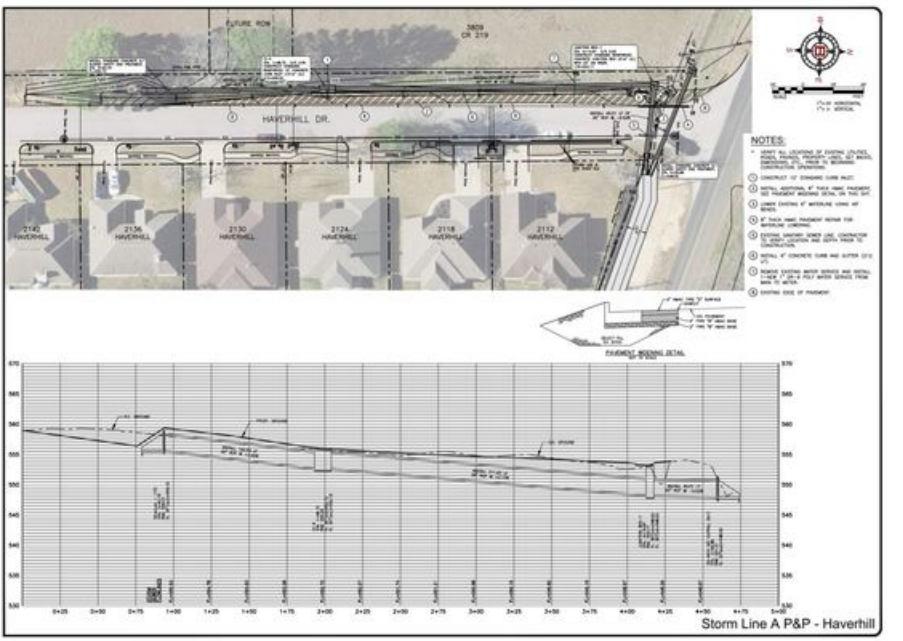
Paul E. Neuhaus, P.E., No. 105271
Stormwater Management and Environmental Compliance Engineer
City of Tyler, Texas

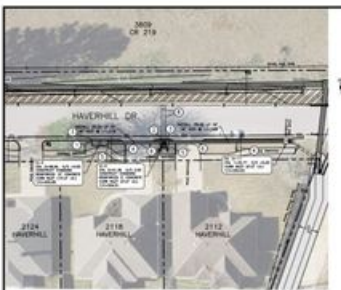
5/21/2025

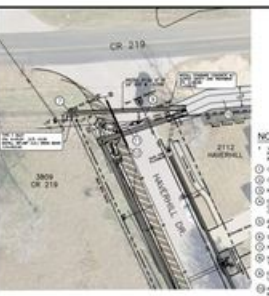
STATE OF TEXAS
PAUL E. NEUHAUS
105271
LICENSED PROFESSIONAL ENGINEER




5807 PERSIMMON
5811 PERSIMMON
5815 PERSIMMON
5819 PERSIMMON
PERSIMMON DR.
RHONDA'S QUARTER RD.
THE HAVENS E.R. DETENTION POND
NOTES:
Storm Line P&P - Persimmon

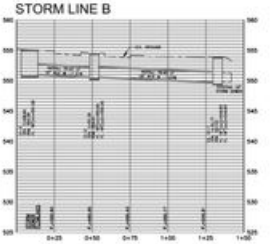

FUTURE ROW
3809
CR 219
HAVERHILL DR.
2140 HAVERHILL
2136 HAVERHILL
2130 HAVERHILL
2124 HAVERHILL
2118 HAVERHILL
2112 HAVERHILL
NOTES:
PAVEMENT WIDENING DETAIL
Storm Line A P&P - Haverhill



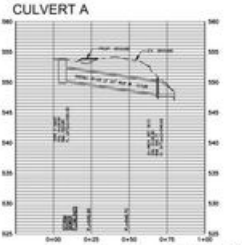


NOTES:

STORM LINE B



CULVERT A

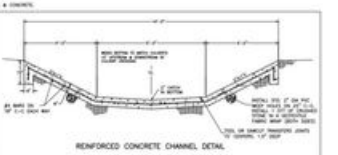


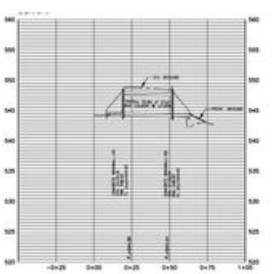
Storm Line B & Culvert A P&P - Haverhill

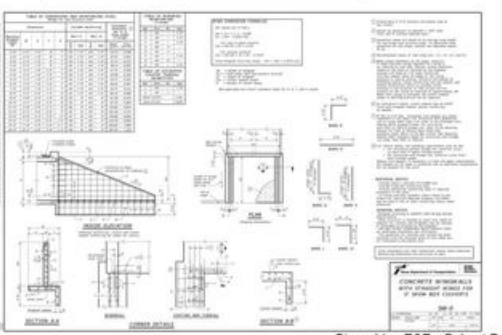


NOTES:

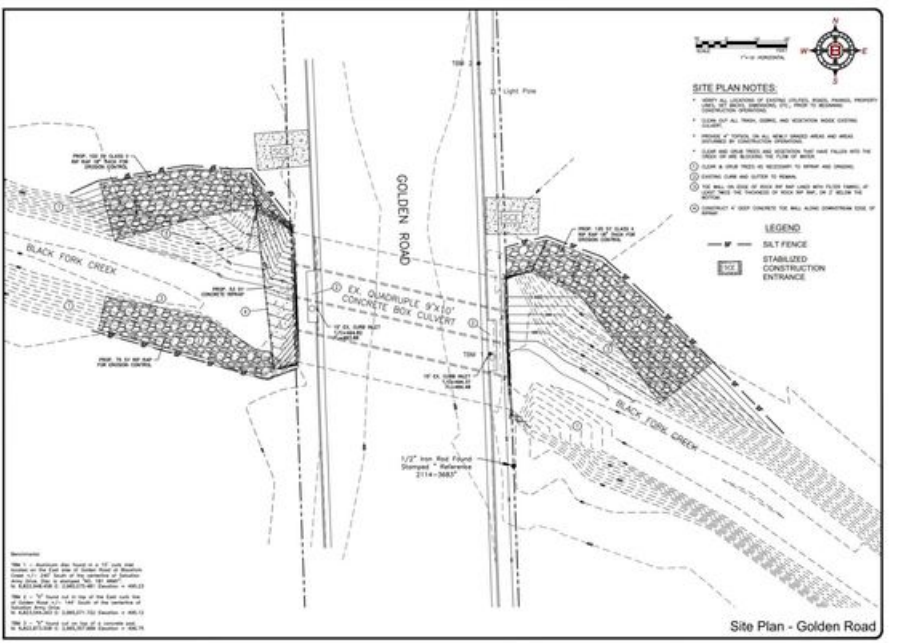
1. VERIFY ALL LOCATIONS OF EXISTING UTILITIES, ROADS, PAVING, PROPERTY LINES, SET BACKS, DIMENSIONS, ETC., PRIOR TO BEGINNING CONSTRUCTION OPERATIONS.
2. INSTALL 5'X5' CONCRETE BOX CULVERT.
3. REPAIR GRAVEL DRIVE.
4. INSTALL CONCRETE 4:1 STRAIGHT WINGWALLS (SW-1) PER TXDOT DETAIL ON THIS SHEET.
5. INSTALL REINFORCED CONCRETE RIP RAP, 6" THICK WITH NO. 3 REBAR ON 18" CENTERS. KEYWAYS DUGED AS NEEDED & INSTALL SIDE ALONG DITCH.
6. REMOVE EXISTING 48" RCP PIPE.
7. REMOVE EXISTING HEADWALL & CONCRETE.

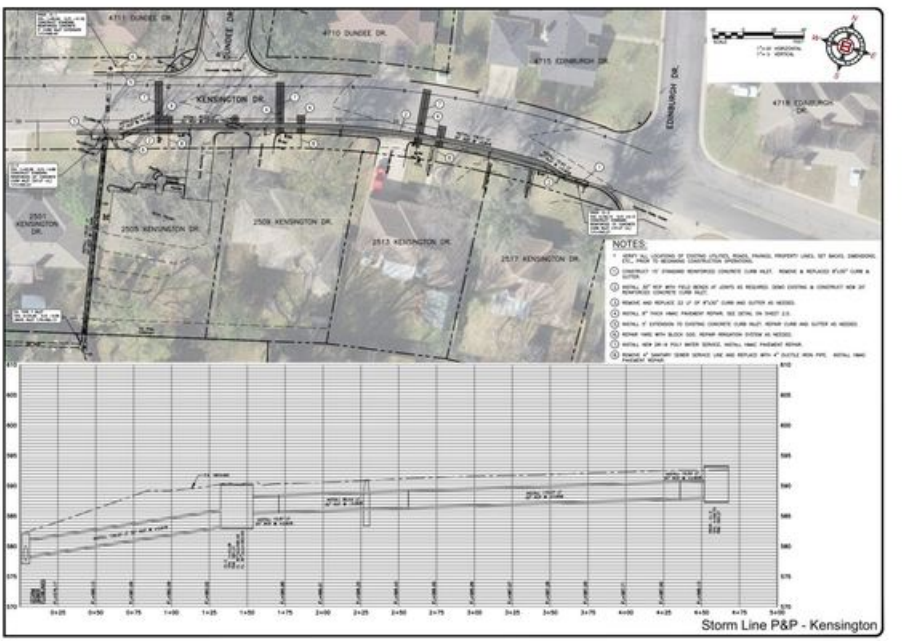


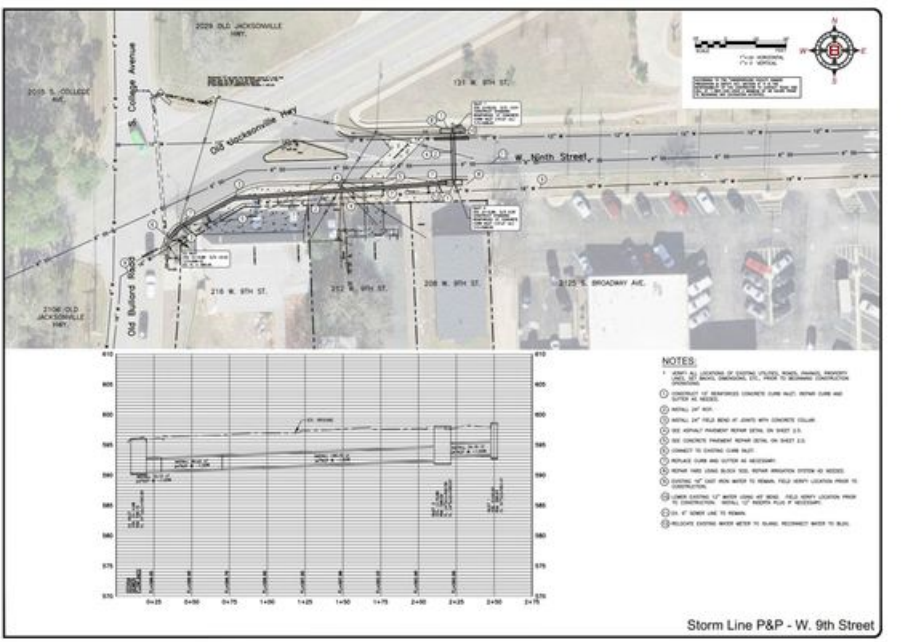


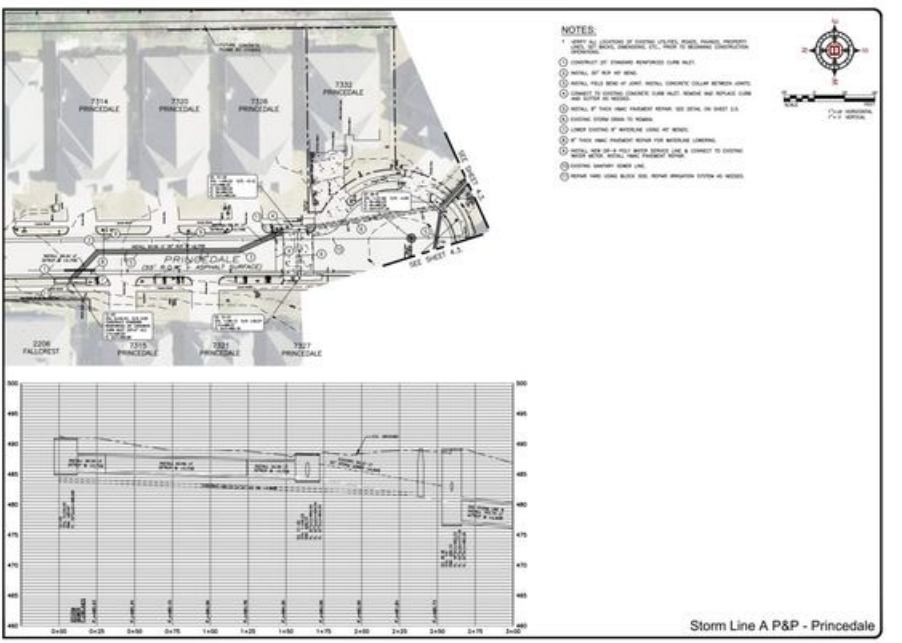


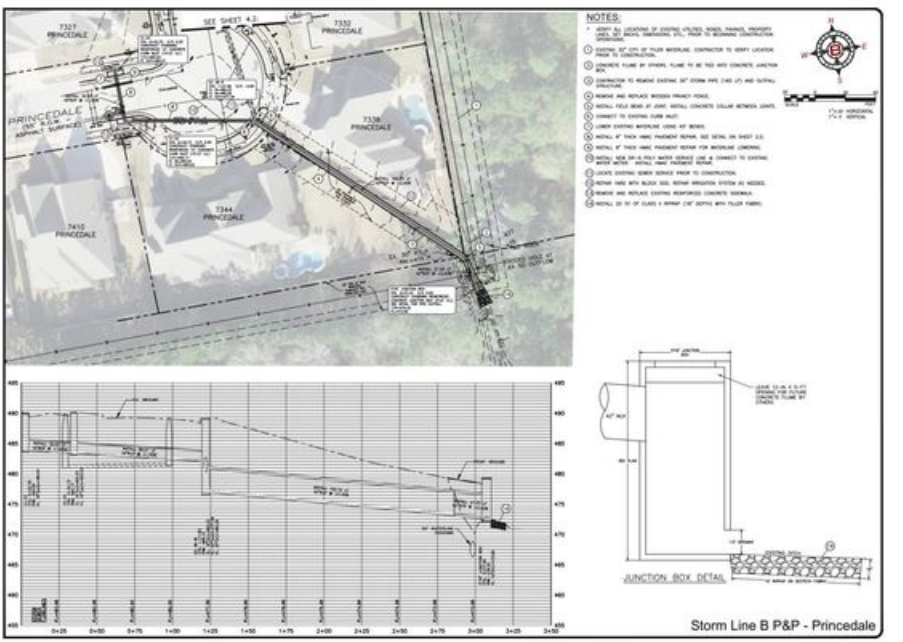
Storm Line P&P - Culvert B


GOLDEN ROAD
BLACK FORK CREEK
EX. QUADRUPLE 9'X10' CONCRETE BOX CULVERT
1/2" Iron Rod Found Stamped " Reference 2114-3683"
SITE PLAN NOTES:
LEGEND
SILT FENCE
STABILIZED CONSTRUCTION ENTRANCE
Site Plan - Golden Road


4711 DUNDEE DR.
DUNDEE DR.
4710 DUNDEE DR.
4715 EDINBURGH DR.
EDINBURGH DR.
4716 EDINBURGH DR.
KENSINGTON DR.
2501 KENSINGTON DR.
2505 KENSINGTON DR.
2509 KENSINGTON DR.
2513 KENSINGTON DR.
2517 KENSINGTON DR.
NOTES:
Storm Line P&P - Kensington


2029 OLD JACKSONVILLE HWY.
2015 S. COLLEGE AVE.
S. College Avenue
Old Jacksonville Hwy
W. Ninth Street
131 W. 9TH ST.
216 W. 9TH ST.
212 W. 9TH ST.
208 W. 9TH ST.
2125 S. BROADWAY AVE.
2106 OLD JACKSONVILLE HWY
Old Bullard Rd.
NOTES:
Storm Line P&P - W. 9th Street


NOTES:
7314 PRINCEDALE
7320 PRINCEDALE
7326 PRINCEDALE
7332 PRINCEDALE
PRINCEDALE
2206 FALLCREST
7315 PRINCEDALE
7321 PRINCEDALE
7327 PRINCEDALE
Storm Line A P&P - Princedale


SEE SHEET 4.2
7327 PRINCEDALE
7332 PRINCEDALE
7338 PRINCEDALE
7344 PRINCEDALE
7410 PRINCEDALE
PRINCEDALE
NOTES:
JUNCTION BOX DETAIL
Storm Line B P&P - Princedale

AGENDA

HALF CENT SALES TAX CORPORATION

REGULAR MONTHLY MEETING

Tyler Development Center - Large Conference Room
423 W. Ferguson
Tyler, Texas

Tuesday, June 10, 2025
9:00 a.m.

****

AMERICANS WITH DISABILITIES ACT NOTICE

The City of Tyler wants to ensure that Half Cent Sales Tax Board Meetings are accessible to persons with disabilities. If any individual needs special assistance or accommodations to participate in this meeting, please contact Dana LeBrun at 903-531-1126 in advance so that accommodations can be made.

Si usted necesita ayuda con la interpretación o traducción de cualquier material en este sitio o en una reunión pública de la Ciudad de Tyler por favor llame al (903) 531-1126.

****

I. Call to Order.

II. Consider approval of the Minutes of the Board Meeting held on Tuesday, May 13, 2025.

III. ITEMS FOR CONSIDERATION:

25-06-01 Request that the Half Cent Sales Tax Board consider approving funds for a Capital Improvement Project (CIP) contract with The Fain Group, Inc., for the Downtown Infrastructure Improvements Project, Bid Number 25-026, totaling $23,639,400.00.

25-06-02 Request that the Half Cent Sales Tax Board consider approving funds for a Capital Improvement Project (CIP) contract with Striping Technology, LP for the Old Jacksonville Highway and Capital Drive Traffic Signal project, for $192,353.65, Bid No. 25-034.

25-06-03 Request that the Half Cent Sales Tax Board consider approving funds for payment to the Texas Department of Transportation in the amount of $51,668.17 for the 2020 Highway Safety Improvement Project titled W. MLK Jr. Blvd. Signal and Crosswalk Improvements.

25-06-04 Request that the Half Cent Sales Tax Board consider approving funds for a Capital Improvement Project (CIP) contract with Reynolds and Kay, LTD. for the 2025 Structure Flooding Project, Bid Number 25-023, totaling $455,943.80.

IV. Revenue and Expense Report.

V. Adjourn

****

CERTIFICATE OF POSTING

This is to certify that on the _____ day of _____, 2025, at _____ M., the above notice was posted on the bulletin boards of City Hall.

_____
City Clerk or Staff Designee

This is to certify that on the _____ day of _____, 2025, at _____ M., the above notice was posted at the Tyler Development Center, 423 W. Ferguson, Tyler, Texas.

_____
Staff Designee

****

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: June 25, 2025

Subject: Request that the City Council hold a final Public Hearing and consider approval of the FY 2025-2026 Annual Action Plan for the Community Development Block Grant Program (CDBG) and the HOME Investments Partnerships Program (HOME), including approval of the proposed budgets and funding allocations for submission to the U.S. Department of Housing and Urban Development (HUD).

Item Reference: **Annual Action Plan, and funding for the Community Block Grant (CDBG) and HOME grant budgets.**

The City of Tyler is a federal entitlement community under the auspices of the U.S. Department of Housing and Urban Development (HUD) to implement the CDBG and HOME grant programs that fund housing, community development, and economic development needs within the community. As required by federal regulations, these funds must conduct projects or activities to meet at least one of three national objectives: 1. Benefit low to moderate income persons, 2. Prevent slum and blight, or 3. Meet an urgent need.

The City of Tyler's Fiscal Year 2025-2026 (October 1, 2025 to September 30, 2026) will receive an allocation of $743,501.00 for CDBG, and $303,679.49 for HOME, which will be a total allocation of $1,047,180.49. Additional program income and carryover funds from previous years will increase the overall funds to $1,881,706.87. The proposed Annual Action Plan will include the following programs and activities listed below.

CDBG Administration: $148,700.20
HOME Administration: $30,367.95
Critical/Minor Repair: $300,000.00
New Home Construction: $822,286.00
Public Facilities: $294,800.80
First Time Homebuyer $240,000.00
CHDO Reserve: $45,551.92

These funds will be used to support projects that assist low-to-moderate-income citizens in Tyler, remove slum and blight, and assist in meeting urgent needs. The proposed budget recommendation, which includes staff requests, external requests, and administrative/direct delivery costs is attached as "Proposed Annual Plan Figures FY 2025-2026." All documents will be submitted to HUD on or before August 15, 2025, for adoption.

RECOMMENDATION:

Request that the City Council hold a final Public Hearing on the CDBG and HOME grant for the opportunity of citizens to comment and/or provide input on the FY 2025-2026 Annual Action Plan. Also, request the City Council to consider approval of the Annual Action Plan and the upcoming annual budget for the FY 2025-2026 CDBG and HOME grant funds to be submitted to the U.S. Department of Housing and Urban Development (HUD).

Attachments:
ORDINANCE_NO (for FY 2025-26.pdf
Proposed Annual Plan Figures FY 2025-2026.pdf
DRAFT, FY 2025-2026 ANNUAL ACTION PLAN, le.pdf
City Council Communication for Neighborhood Services, Community Development.pdf
Letter from HUD, 2025.pdf

Drafted/Recommended By:
Department Leader Larry Everett, Community Development Manager, Department of Neighborhood Services

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2025-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROPOSED FY 2025-2026 BUDGET AND ANNUAL ACTION PLAN AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, for many years, the U. S. Department of Housing and Urban Development has allocated funds through grant applications to the City of Tyler for housing rehabilitation and neighborhood improvement programs, along with administrative costs associated with such programs; and

WHEREAS, the City of Tyler has obtained statistical demographic and research information, solicited citizen input, and developed a strategic plan to address identified community needs; and

WHEREAS, it is in the public interest that such proposed budget for FY 2025-2026 be approved by Council, subject to approval and actual allocation by the U. S. Department of Housing and Urban Development;

WHEREAS, The City of Tyler is proposing implementation of its FY 2025-2026 Community Development Block Grant (CDBG) and HOME Programs and the FY 2025-2026 Annual Plan; and

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

Part 1: That the proposed budget for 2025-2026 Community Development Block Grant and HOME Grant funds, attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby approved, subject to approval and allocation by the U. S. Department of Housing and Urban Development.

Part 2: That the City of Tyler grants and designates the City Manager with the authority to execute and submit all documentation and certifications necessary to the U.S. Department of Housing and Urban Development in order to receive CDBG and HOME program funding to be utilized to provide eligible services and programs for low-income residents in the City on or before the submission deadline of August 15, 2025.

Part 3: That this ordinance shall take effect immediately upon adoption.

PASSED AND APPROVED this 25th day of June, A. D., 2025.

_____
DON WARREN, MAYOR
CITY OF TYLER, TEXAS

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH PULLUM,
CITYATTORNEY

Proposed FY 2025-2026 CDBG & HOME Budgets

Funding Resource				Project/Activity	Eligible Location
CDBG	**HOME**	**OTHER**	**Total Funds**		
$148,700.20	$30,367.95		$179,068.15	**Administration** of CDBG and HOME Programs and other eligible activities that benefit low- to moderate-income citizens, with services provided by staff, contractors, non-profits, &/or consultants for management, planning, and capacity-building activities.	City-wide
$300,000	Not Eligible		$300,000	**Critical Home Repair/ADA accessibility** – repair of single-family homes where critical and minor repair conditions desperately need improving. Also, installation of ADA ramps for the elderly and disabled (including direct costs and project delivery costs).	City-wide
Not Eligible	$127,759.62	$694,526.38 Program Income	$822,286	**New Construction & Reconstruction -The HOME grant program allows for the development of affordable housing, including the** new construction/reconstruction of modest and affordable dwellings available for low-income households to meet essential needs. **Population Served**: Low-income households	City-wide
$294,800.80	Not Eligible		$294,800.80	**Public Facilities**- Funds used for the improvement of public amenities and infrastructure. This can include parks and recreation facilities, sidewalks, bus stop shelters, increased lighting, handicapped accessibility, and infrastructure installation or repairs in Low/Moderate Income Areas of the City.	Target Areas
$0	$100,000	$140,000 Program Income	$240,000	**1st Time Homebuyer** - provide down payment/costs for low/mod income homebuyers (including direct & project delivery costs).	City-wide
Not Eligible	$45,551.92		$45,622	**CHDO Reserve:** a private, community-based nonprofit organization with the partnership and capacity to build affordable housing for the community. (This involves a 15% set-aside for an official Community Housing Development Organization (CHDO).	Low-Mod Areas
$743,501.00	**$303,679.49**	**$834,526.38**	**$1,881,706.87**	**Fiscal Year 2025-2026 CDBG & HOME Proposed Budget Allocations**	

Neighborhood Services

FY 2025-2026 Annual Action Plan

One-Year Implementation Plan for Community Development

The Neighborhood Services Department 0

2025-2026 ANNUAL ACTION PLAN

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Tyler (the City) is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership. As a HUD entitlement community, the City is required to prepare an Annual Action Plan to implement the CDBG and HOME program that funds housing, community development, and economic development within the community. The City of Tyler Annual Action Plan covers the period from October 1, 2025, to September 30, 2026.

The City of Tyler will receive $743,501.00 in CDBG funds and $303,679.49 in HOME funds for the 2025-2026 program year. This is the second (2nd) year to implement the high priority needs that are identified in the City of Tyler's Five (5) Year Consolidated Plan (2024-2028). In this second (2nd) year, CDBG and HOME funds are allocated to Homebuyer's Down Payment Assistance, New Construction, Public Facilities and Improvements, and Program Administration. During the development of this plan, the City used an effective citizen participation process in compliance with the regulations set forth in 24 CFR Part 91.

The City's Community Participation Plan encourages and empowers citizens to participate in the development of viable urban programs. The City utilizes the public input received to help establish strategies and priority needs to guide the development of the Annual Plan.

Two (2) public hearings were held to solicit input from residents, developers, contractors, and social service providers in Tyler. There were no public comments received regarding allocating 2025-2026 funding to address community needs and potential partnerships to leverage resources.

The projects and programs described in the Annual Action Plan are aligned with the Strategic Plan, as outlined in the 2024–2029 Consolidated Plan. The Annual Plan for the 2025–2026 Program Year will place considerable emphasis on improving public infrastructure by leveraging public funds and entitlement funds. In addition to the alignment to the Strategic Plan, other federal requirements will be considered to determine if a project is eligible for CDBG and HOME funding. Any project or activity must meet the one of the three (3) National Objectives to be eligible [24 CFR 570.200 (a)]: 1) Benefit low to moderate income persons, or 2) Prevent slum or blight; or 3) Meet an urgent need.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This section may restate items or present a table found elsewhere in the plan, or reference another section. It may also include essential information from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

The Action Plan outlines the activities for the fifth year in relation to the goals and objectives of the Consolidated Plan, which covers the fiscal years 2024-2029. It provides a brief description of the programs and projects planned by the City of Tyler for Fiscal Year 2025-2026, along with funding announcements for the Community Development Block Grant (CDBG) and HOME programs. The City has established four priorities based on an analysis of market and community conditions, as well as input from Tyler residents and service providers:

1. Decent Affordable Housing

2. Public Facilities and Infrastructure

3. Homelessness

Additionally, the City of Tyler is implementing the three main components of the HUD Outcome Performance Measurement System: Objectives, Outcomes, and Indicators. This system is closely related to the objectives, as it helps clarify the expected changes or results that the grantee aims to achieve. The three outcomes included in this system are: Availability, Affordability, and Sustainability.

Several common indicators will be reported for nearly all program activities. These four indicators are:

1. The amount of money leveraged from federal, state, local, and private sources for each activity.

2. The number of persons, households, businesses, units, or beds assisted, as appropriate.

3. Income levels of persons or households classified as 30 percent, 50 percent, 60 percent, or 80 percent of the area median income.

4. Data on race, ethnicity, and disability rates for activities that currently report these demographics.

In line with the priorities identified in the City's Consolidated Plan, public infrastructure projects, a Down Payment Assistance Program (which aims to assist at least 10 families), new construction for decent, affordable housing, and Public Facility and Infrastructure Programs have been designated for allocation in Program Year 2025. These projects and programs will serve low- to moderate-income areas and households within the City, aligning with national goals and supporting ongoing efforts in the community to address the growing population.

The City will monitor the performance measures and outcomes of each project and program by utilizing internal tracking systems and HUD's Integrated Disbursement and Information System.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has assessed the effectiveness of its performance in the achievement of its Annual Action Plan strategies, objectives, and priorities; and has concluded that the City is currently meeting its expected annual performance measures. Of importance to the health of the City, there have been programs that address the conditions of the housing stock and dilapidated homes within the City. The City has been able to promote safety and wellness through the tagging and demolishing of homes and infrastructure projects. Emphasis has also been placed on citizens to improve their home and property once it has been tagged. These continued efforts should ensure that the City will be able to continue to achieve substantial progress in meeting its neighborhood revitalization goals. This evaluation assesses past performance and explains how it guided the grantee in selecting its goals and projects.

The City has reviewed the effectiveness of its actions in achieving the strategies, objectives, and priorities outlined in its Annual Action Plan. The assessment concludes that the City is currently meeting its expected annual performance measures. A key focus for the City's health has been programs aimed at improving the quality of the housing stock and addressing dilapidated homes. The City has successfully promoted safety and wellness by tagging and demolishing unsafe homes, along with implementing various infrastructure projects and a Critical Repair Program. Additionally, residents are encouraged to enhance their properties following the tagging process. These ongoing efforts should ensure that the City continues to make substantial progress toward achieving its neighborhood revitalization goals.

4. Summary of Citizen Participation Process and consultation process

Summary from the citizen participation section of the plan.

The City of Tyler aims to promote broad participation among residents, housing providers, economic stakeholders, and service providers in the planning and implementation of community development and housing programs. The City of Tyler seeks valuable input from citizens regarding the challenges of affordable housing and the homeless needs of low-income and moderate-income residents.

Citizen participation is facilitated through public hearings. This year, the consultation and public participation process for the development of the Annual Action Plan included two public hearings. Notices for these meetings were published in local newspapers in accordance with the Community Participation Plan. Additionally, City staff met with officials to identify potential projects and partnerships for funding.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

On April 24 and April 29, 2025, from 6 PM to 8 PM, Neighborhood Services held two public hearings to gather citizen feedback on community needs and priorities for affordable housing prior to developing the Draft Annual Action Plan. Additionally, a third public comment period was conducted during the City Council meeting on June 25, 2025 to solicit citizen input regarding the Draft Annual Action Plan before the City adopted it. During these sessions, no comments were received.

Below are some of the programs and projects mentioned during the public hearings:

- New construction for Phase 2 of the Hidden Palace Home development, which will include four affordable single-family homes.

- First-Time Homebuyers program, in which four homes will be sold to families who completed the homes in Phase 1 of the Hidden Palace development.

- Public Facilities improvements, including park upgrades and street enhancements in low- to moderate-income areas.

- Demolition and clearance of substandard properties.

- Transitional homes created in partnership with local agencies to address homelessness. Housing prior to developing the Draft Annual Action Plan. A third public comment period was also held during the City Council meeting on Wednesday, June 25, 2025 to obtain citizen comments regarding the Draft Annual Action Plan prior to the City adopting the Annual Action Plan. No comments were made. Below are some of the programs/projects that were mentioned during the public hearing.

• New construction for the phase 2 development of Hidden Palace Home, where four (4) affordable single homes will be built
• First-Time Homebuyers, where four (4) homes will be sold to families of the completed homes in Phase 1 of the Hidden Palace development.
• Public Facilities - park improvements or street improvements in low- or moderate-income areas
• Demolition and clearance of substandard properties
• Transitional Homes by partnering with area agencies to address homelessness

6. Summary of comments or views not accepted and the reasons for not accepting them

Although the citizens previously provided valuable input, some of the ideas were not achievable due to the city's funding allocation and capacity.

7. Summary

The Community Development Block Grant and HOME Investment Partnership grant, including the HOME-ARP Grant at this time, is provided through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Tyler is classified as an entitlement community and participating jurisdiction. This means that Tyler does not apply for the CBDG and HOME grants, but is awarded CDBG and HOME funds at levels based on a HUD formula involving population and demographics. To receive CDBG and HOME funds, the City must complete an Annual Action Plan each year, based on the Consolidated Plan that details the uses of funds.

The City of Tyler reviewed its Annual Action Plan and assessed the community's needs to identify programs/activities that will benefit low-to-moderate-income communities. All citizens' input was considered when the staff selected programs and activities for this fiscal year. The City is committed to providing programs that will enrich the community and encourage affordability, accessibility, health, and wellness of the population we serve.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	TYLER	
CDBG Administrator	TYLER	City of Tyler Neighborhood Services
HOPWA Administrator		
HOME Administrator	TYLER	City of Tyler Neighborhood Services
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The development of the 2025 Annual Action Plan included many opportunities for citizen and stakeholder input. Not only with two public hearings on **April 24, 2025** and **April 29, 2025**, there were various public sessions and meetings with agencies where input could be provided. The draft plan was posted on the City's website, and copies were available at the office of Neighborhood Services for anyone to pick up for review. Additionally, a 30-day period was open for citizens to send by email, written responses and/or suggestions to gather input for the draft Annual Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City's 2025-2026 Action Plan Non-Housing Objective 3 included objectives and specific strategies for meeting the needs of the homeless and populations with special needs, including efforts to end chronic homelessness. A significant component of the City's plan includes the continued participation in the East Texas Human Needs Network (ETHNN) and support of the various agencies and organizations that provide supportive services and emergency, transitional, and permanent housing. The City has received HOME-ARP Funding, which is also being utilized for this cause, and the City is working diligently to use the funds in the best manner for the City and its participants. It will continue with these efforts as described in the Consolidated Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Tyler did not apply for ESG funds. Coordination with Texas Balance of States COC takes place with East Texas Human Needs Networks, PATH, Salvation Army, Gateway to Hope (Hwy 80 Rescue Mission), and Mayor's Veteran Roundtable to end homelessness within the City's jurisdiction. The Texas Balance of States COC administers the operations of the HMIS system.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Tyler did not apply for ESG funds. Coordination with Texas Balance of States COC takes place with East Texas Human Needs Networks, PATH, Salvation Army, Gateway to Hope (Hwy 80 Rescue

Mission), and Mayor's Veteran Roundtable to end homelessness within the City's jurisdiction. The Texas Balance of States COC administers the operations of the HMIS system.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Camp V
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Employment Service-Fair Housing Services - Victims Other government - County Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Tyler is establishing a relationship with Camp V to support their efforts in assisting military personnel and veterans. This agency's goal is to help veterans who are struggling, in need of assistance, and at risk of becoming homeless. We will discuss strategies for collaboration and the potential use of HOME-ARP funds to work together in efforts to prevent homelessness among these individuals. The City of Tyler is establishing relationship with Camp V for their efforts as a Community Assisting Military Personnel and Veterans. The agency's goal is to help veterans who may be suffering, in need of help and are on the verge of becoming homeless. Discuss ways to help with strategies and possible use of HOME-ARP funds to work together in efforts to prevent homelessness.

2	**Agency/Group/Organization**	Habitat for Humanity of Smith County
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted via email during the development of the City's Action Plan. Additional meetings and workshops were planned.
3	**Agency/Group/Organization**	Andrews Center
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Met with a representative, additional meetings and workshops were planned.
4	**Agency/Group/Organization**	Tyler Housing Agency
	Agency/Group/Organization Type	PHA

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted on an ongoing basis during the Action Plan development process due to the proximity of the manager.

Identify any Agency Types not consulted and provide rationale for not consulting

No specific organizations were intentionally left out of the public participation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Tyler works closely with the East Texas Human Needs Network and other local communities active in the Continuum of Care process, State agencies, local non-profit organizations, and other departments of the City of Tyler in the development of programs to address housing, homeless, and community development needs and other local issues covered by the Consolidated Plan.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize the citizen participation process and how it impacted goal-setting

The policies and procedures outlined in the Citizen Participation Plan played a vital role in the development of the 2025 Annual Action Plan. This plan specifies the necessary procedures for conducting public hearings, making plan amendments, reporting information, and ensuring public accountability. Generally, the process includes the following stages:

1. **Needs Assessment Public Hearings:** These are held twice a year to gather citizens' views on the Annual Action Plan.

2. **Adoption of a Consolidated Plan:** This plan is renewed every five years and assesses community characteristics and needs, identifies priorities for addressing those needs, and establishes specific objectives the City intends to pursue or complete over the next five years.

3. **Adoption of an Annual Action Plan:**

The public participation process contributed significantly to the development and finalization of the City’s 2025 Annual Action Plan, incorporating valuable input and comments from citizens regarding the lack of affordable housing and urgent public service needs for low-income and moderate-income residents.

Two public hearings were conducted during the initial development phase. Notices for these meetings were disseminated through the local newspaper and the City website in line with the Community Participation Plan. In an effort to enhance citizen involvement, particularly among lower-income individuals, the public hearings were held in person at the Neighborhood Services building, located at the prominent intersection of Palace and Gentry Parkway, and at the Glass Recreation Center, situated in a low-to-moderate-income community.

Meetings were scheduled at both daytime and nighttime hours, with bilingual staff present to accommodate and encourage participation from non-English speaking individuals, persons with disabilities, and low-income community members. The meetings commenced with a summary outlining the need for and purpose of the public meetings, as well as the requirements associated with the Annual Action Plan. Information was

provided regarding the City's past, existing, and proposed programs, along with details about the funding available for affordable housing initiatives.

A brief overview of the draft proposed goals and objectives for the 2025 Annual Action Plan was also prepared. The meetings were designed to be open for participants' comments, questions, and discussions, allowing feedback on the Annual Action Plan processes, community needs, and eligible projects and activities. The public hearings were set to close only after all comments were received, at which point the meetings would be adjourned.

Unfortunately, only two people attended the public hearings. However, staff did receive phone calls and requests for meetings with City administration during the review period.

The Notice of Public Hearing and Request for Citizen Input for the City of Tyler 2025 Annual Action Plan was published in the Tyler Morning Telegraph newspaper. The notice provided the public with a 30-day comment period prior to the final public hearing on **July 6, 2025**. The final FY 2025 Annual Action Plan was presented at the City Council meeting held on June 25th, with the request for City Council to approve the Plan. An additional timeline up to **July 31, 2025,** was added for citizens to have additional opportunities to submit comments and suggestions about the Annual Plan. All comments received from the public were addressed before submitting the plan to the U.S. Department of Housing and Urban Development.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Tyler receives funding for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME). This program will bring approximately $1,047,198.49.00 into the City through CDBG and HOME Entitlement funds to support affordable housing and promote non-housing community development during the next five-year period. During the first year (FY 2025-2026), the City will receive $743,501.00 in CDBG and $303,679.49 in HOME Entitlement funds. The funds will be used primarily for administration, acquisition,

housing reconstruction, new construction, first-time homebuyers, and various targeted public facilities improvements.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	70,000.00	0.00	0.00	70,000.00	3,020,508.00	Expected amount for remainder of the Con Plan equals the Year 1 Annual Allocation times four

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	300,000.00	0.00	0.00	300,000.00	1,216,613.24	Expected amount for the remainder of Con Plan equals the Year 1 Annual Allocation times four.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will be leveraged through the ability of service organizations to raise program funds through outside sources and other adjustments by the City for housing development activities in underdeveloped and low-mod areas, such as waiver of fees for water, sewer, permits, etc. Additionally, the City will consider establishing Neighborhood Empowerment Zones in partnership with participating developers.

Other sources of funding will include the HUD Housing Choice Voucher Program, HOME ARP Funds, Low-Income Housing Tax Credit (LIHTC), Federal Home Loan Bank, state funds, private lender financing, private foundation funds, non-profit organizations, for-profit developers, and local contributors. We will also leverage the coordination of programs with non-profit partners and volunteer work groups who will provide labor and assistance.

HUD mandates that the City of Tyler provide a local match for the HOME Participation Funds. These matching funds may originate from several sources, including city general funds, donated properties, city services, locally supported infrastructure, Community Development Corporations, fee waivers from various city departments, in-kind services from the Affordable Housing Task Force, funds from private lenders, private investments, and partnerships with local higher education institutions.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City is looking to make lots available to developers through the Housing Infill Program (HIP), which will commit to building affordable housing in low-mod census tract areas or selling the houses to low-mod homebuyers as part of the Affordable Housing Task Force. Priority is given to projects that intend to revitalize neighborhoods and stimulate economic development within the City.

Discussion

Working with other entities in the City, such as non-profits and private foundations, will allow the City to leverage the CDBG and HOME funds better and better identify the needs of lower-income citizens. The Funds listed above are estimated and will be adjusted accordingly when the allocated amount is known.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Estimated Funding	Goal Outcome Indicator
1	Homebuyers	2015	2019	Affordable Housing	City of Tyler	Decent and Affordable Housing	CDBG: $90,000.00	Direct Financial Assistance to Homebuyers: 5 Households Assisted
2	Public Facilities	2015	2019	Non-Housing Community Development	City of Tyler	Non-Housing Community Development	CDBG: $161,400.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 0 Beds
3	New Construction/Reconstruction	2015	2019	Affordable Housing	City of Tyler	Decent and Affordable Housing	HOME: $280,287.55	Homeowner Housing Added: 6 Household Housing Unit
4	Single Family Housing Goals	2015	2019	Affordable Housing Homeless	City of Tyler	Decent and Affordable Housing	CDBG: $285,000.00	Homeowner Housing Rehabilitated: 15 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Homebuyers
	Goal Description	Funds to provide or expand affordable housing opportunities for low-income homebuyers by providing down payment and closing cost assistance (including direct & project delivery costs) and homebuyer education assistance.
2	**Goal Name**	Public Facilities
	Goal Description	Funds to construct infrastructure and construct or rehabilitate public facilities.
3	**Goal Name**	New Construction/Reconstruction
	Goal Description	Construction of modest and affordable dwellings for low-moderate households.
4	**Goal Name**	Single Family Housing Goals
	Goal Description	Funds to preserve existing housing through Minor/Critical Repair and Removal of Architectural Barriers of owner-occupied dwelling (including direct costs and project delivery costs).

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects outlined below were developed by staff in consultation with non-profit service providers and with input from the community. This input was gathered through a community survey and meetings with social service agencies to identify the housing and community development needs of low- to moderate-income citizens, children, the elderly, individuals with disabilities, veterans, and homeless individuals.

Projects

#	Project Name
1	Administration
2	Critical Home Repair and Accessibility
3	Public Facilities
4	First Time Homebuyer
5	Construction/Reconstruction
6	CHDO Reserve

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects mentioned above were carefully chosen from various proposals based on their alignment with the priorities set during the Consolidated Plan forums and the community survey process. These projects are deemed essential and aim to address critical needs within the community. One of the primary challenges in tackling these needs is the limited availability of resources. The amounts are estimated and will be adjusted by the percentage of funds available once the allocated amount is known.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Administration
	Target Area	
	Goals Supported	Homebuyers Public Facilities New Construction/Reconstruction Single Family Housing Goals
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: $150,000.00 HOME: $30,000.00
	Description	This project aims to offer comprehensive management, oversight, coordination, planning, and capacity-building activities in accordance with 24 CFR 570.205 and .206 for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	900 W. Gentry, Tyler, Texas 75702
	Planned Activities	This project aims to offer comprehensive management, oversight, coordination, planning, and capacity-building activities in accordance with 24 CFR 570.205 and .206 for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds.
$250,0002	**Project Name**	Critical Home Repair and Accessibility
	Target Area	
	Goals Supported	Single Family Housing Goals
	Needs Addressed	Decent and Affordable Housing
	Funding	CDBG: $250,000

	Description	Critical Home Repair program- to assist owner-occupied, low/mod income households with critical repairs that will help bring their house up to minimum standards. Repairs help to eliminate hazardous situations such as plumbing or sewer leaks, electrical system hazards, furnace/heater repairs, water heater replacement, exterior door replacement, structural failures, roof repairs, rotted wood replacement, or other minor code-related violations. Critical repairs include reasonable accommodations for persons with disabilities, such as handicapped ramps, handrails, grab bars, bathroom modifications, door alterations, etc. Critical repair is in accordance with ADA (Americans with Disabilities Act) requirements. This includes activity costs and activity delivery costs
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	20
	Location Description	Throughout the City of Tyler to Low/ Mod Income Families
	Planned Activities	Critical Home Repair program- to assist owner-occupied, low/mod income households with critical repairs that will help bring their house up to minimum standards. Repairs help eliminate hazardous situations such as plumbing or sewer leaks, electrical system hazards, furnace/heater repairs, water heater replacement, exterior door replacement, structural failures, roof repairs, rotted wood replacement, or other minor code-related violations. Critical repairs include reasonable accommodations for persons with disabilities, such as handicapped ramps, handrails, grab bars, bathroom modifications, door alterations, etc. Critical repair is in accordance with ADA (Americans with Disabilities Act) requirements. This includes activity costs and activity delivery costs
3	**Project Name**	Public Facilities
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Non-Housing Community Development

	Funding	CDBG: $275,000
	Description	This important initiative is dedicated to improving public amenities in low to moderate-income areas of the city. The primary focus is to develop much-needed parks, enhance lighting infrastructure, and provide bus shelters in these specific communities, where such resources are currently lacking.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	500
	Location Description	These activities will be focused on specific Block Groups where the number of families could be 1000 or more combined.
	Planned Activities	This important initiative is dedicated to improving public amenities in low to moderate-income areas of the city. The primary focus is to develop much-needed parks, enhance lighting infrastructure, and provide bus shelters in these specific communities, where such resources are currently lacking.
4	**Project Name**	First Time Homebuyer
	Target Area	
	Goals Supported	Homebuyers
	Needs Addressed	Decent and Affordable Housing
	Funding	HOME: $100,000
	Description	First Time Home Buyer Program for Low-Mod Income Buyers toward down payment and closing cost assistance.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately five households will benefit from the proposed activities.
	Location Description	City of Tyler

	Planned Activities	First Time Home Buyer Program for Low-Mod Income Buyers toward down payment and closing cost assistance.
5	**Project Name**	Construction/Reconstruction
	Target Area	
	Goals Supported	New Construction/Reconstruction
	Needs Addressed	Decent and Affordable Housing
	Funding	HOME: $600,000
	Description	Construct new affordable homes for low and very low-income families, including activity and activity delivery costs.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately four families will benefit from the proposed activities.
	Location Description	The activities will take place throughout the City of Tyler.
	Planned Activities	Acquire lots and construct new affordable housing for low and very-low-income families.
6	**Project Name**	CHDO Reserve
	Target Area	
	Goals Supported	Single Family Housing Goals
	Needs Addressed	Decent and Affordable Housing
	Funding	HOME: $45,000
	Description	15% set aside for CHDO
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 families will benefit from the proposed activities.
	Location Description	Activities will be located throughout the City of Tyler.

	Planned Activities	15% of HOME funds to be utilized by an eligible CHDO for investment only in housing owned, developed, or sponsored by a CHDO under 24 CFR 92.300

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Funding from the Community Development Block Grant (CDBG) and HOME programs is often available for use in designated neighborhoods or citywide, depending on the specific activities involved. Additionally, some funding is allocated based on individual benefit rather than area benefit. Other eligible projects and activities may also be available on a citywide basis unless HUD regulations require them to be limited to specific low-income areas.

Geographic Distribution

Target Area	Percentage of Funds
City of Tyler	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City has collaborated closely with the public and civic leaders to identify the priority needs in the targeted areas. Building on the successful past allocations of federal funds to designated annual target areas, the City has allocated a portion of the CDBG funds for affordable housing and public facilities projects and activities within the City.

Discussion

Based on the information gathered during the development of the Action Plan, the City will make HOME Program funds available for affordable housing activities throughout the City, with no geographic preference. Detailed information on how the City of Tyler assesses eligibility for its programs can be found in the Neighborhood Services (NBS) General Administrative Guidelines. Additional eligibility criteria are provided in separate documentation for each program administered by the Neighborhood Services Community Development Division. The General Administrative Guidelines are available at the Neighborhood Services office located at 900 W. Gentry Parkway. This information can also be obtained by contacting the Community Development Office at (903) 531-1303.
GENERAL ADMINISTRATIVE GUIDELINES
1. **PURPOSE - APPLICATION PROCEDURES**
A. Neighborhood Services will provide public notice and advertisements regarding the availability of program funds in accordance with the requirements outlined in the City's approved Citizen Participation Plan. Interested applicants will receive application and verification forms and instructions for completion. Staff members are available to assist with completing the required forms. Applicants can obtain applications, instructions, and verification forms from the front desk secretary at the NBS office,

where all forms are readily accessible. Applicants can drop by the office, call to set up an appointment, or email a staff member to request forms, which can be emailed. If an applicant is handicapped or does not have transportation, instructional forms and an application can be mailed directly to them.
B. Applications must be submitted in writing. Applicants can fill out the original application at the NBS office or return it to the front desk receptionist later. The receptionist will route the application to the proper personnel for review. Household income and other eligibility criteria will be assessed and certified by examining supporting documents, such as employer wage statements, interest statements, and Warranty Deeds. The applicant must also submit any changes to the information provided in writing.
All applications are initially evaluated to determine if the applicant qualifies by being at or below 80 percent of the median income range. Depending on the specific program applied for, applications may also be considered on a first-come, first-served basis for the Owner-Occupied Minor Repair Program. For the First-Time Homebuyer Program, eligibility and capacity criteria are considered. For the Owner-Occupied Reconstruction and New Construction Programs, both income eligibility and housing needs are determining factors.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City is strongly committed to preserving the existing supply of affordable housing and increasing opportunities for affordable housing through the facilitation and funding of new construction efforts. HOME funds specifically target housing activities for low-income individuals and families, offering assistance for homebuyers, homeowners, rental development, and new construction projects. Additionally, CDBG and HOME funds are allocated to provide direct assistance for homebuyer support, reconstruction, and construction activities, as well as to fund infrastructure and public facilities that enable new infill housing development.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	7
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	2
Rehab of Existing Units	5
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The city is committed to assisting households by creating new units and renovating existing ones. Additionally, the city's CDBG and HOME administrator works closely with the HCV administrator to provide maximum support for households.

AP-60 Public Housing – 91.220(h)

Introduction

Tyler does not have a public housing authority or public housing units. The City ensures the continued affordability of housing units assisted through its programs by utilizing liens that include designated occupancy and affordability requirements. Additionally, the City is actively working to strengthen its relationships with non-profit housing and service providers as well as local lending institutions to enhance both the quality and quantity of its affordable housing stock. The City participates in HUD's Housing Choice Voucher Program and currently manages a total of 1,022 vouchers, which include Thirty Nine (39) allocated for Veterans Affairs Supportive Housing (VASH) and Nine (9) Emergency Vouchers. The City's Housing Choice Voucher Program inspectors conduct initial, annual, and special inspections to ensure that subsidized housing units meet Housing Quality Standards (HQS).

Actions planned during the next year to address the needs to public housing

Strategy 1.2.4: Coordinate with the Housing Choice Voucher Program (HCV) to identify homeownership opportunities through their subsidized funds.

Output: Meet with the Housing Choice Voucher Program Manager at least once a year to discuss homeownership opportunities for participants.

Outcome: Transition of HCVP participants into homeownership.

Indicator: The number of HCVP participants who successfully transition into homeownership.

The City of Tyler also allocates support from its local general fund to assist with economic development activities aimed at attracting and retaining new businesses, as well as creating job opportunities for low-income and underserved populations.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Tyler does not provide public housing, but it administers the Housing Choice Voucher Program, which offers vouchers to 1,022 low-income families each month. Many apartment complexes participate in this program, allowing tenants to receive rental assistance in their units. The city strives to expand affordable housing initiatives aimed at alleviating the financial burden of rent and homeownership for low-income households.

In addition, Tyler supports local non-profit organizations that offer educational courses on homebuyer

and homeowner responsibilities, home maintenance, budgeting, nutrition, parenting, affordable rental units, and other health and human services. The city is committed to supporting public service activities that enhance the quality of life for low-income residents, help youth reach their full potential, and break the cycle of poverty.

Tyler also seeks to expand the Housing Choice Voucher Homeownership Program and applies annually for funding for the Family Self-Sufficiency Program, aiming to provide supportive and educational services that reduce reliance on subsidy programs. Furthermore, the city plans to offer economic development incentives using local funds to encourage the retention and creation of job opportunities for low-income residents.

Additionally, Tyler aims to promote collaboration and reduce duplication of efforts among regional entities and public service providers, and it participates in initiatives to deliver supportive services and environments for homeless individuals and those with special needs

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Tyler does not have a public housing authority or public housing units.

Discussion

The Housing Choice Voucher (HCV) program continues to assist with mortgage payments through Housing Vouchers. Currently, the Family Self-Sufficiency (FSS) program is supporting 31 families. The Community Development staff regularly meets with FSS and Homeownership staff to strategize how to maximize program and homeownership funds. These meetings aim to inspire ideas and initiatives for participants, with the goal of reducing their reliance on subsidy programs.

Staff will continue to share their expertise in affordable housing and provide assistance with down payments, closing costs, and programming initiatives to promote self-sufficiency among participants. The FSS program is presently serving 31 families involved in the HCV program. These families are either completing or in the process of achieving the following goals: (1) obtaining or maintaining employment; (2) creating their own sources of income through starting businesses; (3) pursuing higher education; and (4) entering homeownership.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City's comprehensive strategy emphasizes ongoing participation in the Texas Balance of States Continuum of Care (CoC) and strong support for various agencies and organizations that offer essential services. This includes supportive care and a range of housing options, such as emergency, transitional, and permanent residences. These targeted initiatives are outlined in the Consolidated Plan and will be actively implemented by the City.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Tyler are not recipients of ESG funds, nor will public service funds be allocated to address ending homelessness. However, the City will continue to support homeless providers with leveraging resources through supplying a continuum of services. This will be accomplished through attending at least 3 meetings and support at least one (1) outreach effort to support homeless efforts. Staff will continue to provide assistance for subcommittees, homelessness counts, and Continuum of Care development. Staff also meets with the East Texas Human Needs Network to address homelessness. The following agencies reach out to homeless persons and assess their individual needs such as the need for temporary shelter, transitional housing and other services:
• East Texas Crisis Center offers a short-term, transitional housing program that helps families transitioning out of the center. The center is a 50-facility based bed center servicing a specialized group of individuals who require immediate assistance and protection of identity.
• The Salvation Army of Tyler offers short-term housing to homeless individuals. The shelter is a 172-facility based bed center servicing the Tyler area.

Enhance affordable housing availability in FY 2025-2026. Collaborate with homeless service providers for a continuum of services: border-Attend relevant meetings and outreach efforts. Attend three meetings and support one outreach. * Understand homelessness issues and identify * Assist with subcommittees and homeless* One staff member will join a subcommittee and assist with counts. * Boost City of Tyler's participation in the Continuum of Care. *Goal 2:** Partner with local non-profits for a transitional housing feasibility study. Funding will be sourced from ESG entitlement or Super NOFA grants. The City of Tyler is not an ESG entitlements recipient, and funding will vary annually. Coordination will be managed by existing staff. Collaboration among the East Texas Human Needs Network, service providers, and local government will be essential, using a four-step strategy: identify the problem, set priorities, locate resources, and changes.

Addressing the emergency shelter and transitional housing needs of homeless persons

In Tyler, there is strong communication among supportive service and housing providers. The East Texas

Human Needs Network promotes collaboration through monthly meetings to discuss challenges and new services. The local 2-1-1 Call for Help, managed by United Way and Camp V, meets quarterly with agencies that assist homeless individuals and families, helping them navigate available resources.

For those entering the system, the 2-1-1 Texas Call for Help Community Resource Center and the Homeless Management Information System (HMIS) provide information and referrals to case management and support services. Most resources are first-come, first-served, and require an application with specific eligibility criteria.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Tyler actively participates with local initiatives designed to provide supportive services and environments to assist homeless and special need populations. Consultation with Texas Balance of States COC takes place with ETHNN, PATH, Salvation Army, Gateway to Hope and Mayor's Veteran Roundtable to end homeless for the City's jurisdiction. These organizations help provide permanent supportive housing and assist with linking the clients to services, include independent living skills. The City has non-HUD funds that it uses to provide needed public services from non-profit agencies to the community that would include assistance to the homeless and chronically homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Texas Balance of State Continuum of Care outlines key discharge policy provisions:

1. Discharging individuals from institutions into homelessness is prohibited.

2. Discharge planning must begin upon entry into the institution.

3. Access to mainstream services should be facilitated while individuals are still in the institution to reduce recidivism and homelessness.

To implement effective discharge planning in East Texas, the East Texas Human Needs Network, along

with service providers, will collaborate with local governments, hospitals, the Department of Human Services, the justice system, and law enforcement. This will involve:

1. Identifying the problem,

2. Establishing priorities,

3. Locating resources,

4. Implementing institutional changes.

Discussion

The City works continuously with local non-profit organizations that provide services to the homeless. These partnerships enable the City to effectively address the needs of its homeless citizens by pooling resources and collaborating.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The Analysis of Impediments to Fair Housing identifies barriers to fair housing in Tyler. This analysis was originally completed in August 2020 and is currently being updated. The following impediments are discussed as obstacles to fair housing. The City will assess the recommended remedial actions and continue implementing feasible recommendations during the fiscal year 2025. In Tyler, local policies are not the primary barriers to affordable housing. The City has made a concerted effort to streamline the development process and has also offered fee waivers for certain development fees.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

There are several barriers that negatively affect affordable housing in Tyler. These barriers include long waiting lists, the inability of residents to come up with rent and utility deposits, and the lack of adequate funding for local groups due to the sluggish economy and lack of philanthropy. Housing affordability is also impacted by local factors like the availability of land for new construction, the income of residents, the supply of housing, and housing costs. In Tyler, affordable housing is further hindered by insufficient funds for down payment, lack of credit, and poor credit. Additionally, the long-term affordability of a home, including the required monthly payments for principal, interest, taxes, and insurance, is often too high for a low-income household. Moreover, the availability of homes for sale in the price range and size for low- to moderate-income families is limited. According to the City's Tyler 1st Comprehensive Plan, about 60% of housing in Tyler consists of single-family houses. Prices for existing single-family houses in Tyler have increased substantially since 2022, and new houses are, on average, much larger and more expensive than existing homes. Nearly half of Tyler's households do not receive enough income to afford the median-priced single-family home, which is $210,200.

The U.S. Department of Housing and Urban Development (HUD) defines a household experiencing a cost burden as having gross housing costs that exceed 30% of gross income. A severe cost burden occurs when gross housing costs exceed 50% of gross income. The cost of homeownership can impact property maintenance, the ability to pay property taxes, and the household's ability to retain its home. High rents and prohibitive security deposits can also make it difficult for renters to afford units. With almost half of Tyler households below the median income, the cost of ownership or renting becomes a significant

burden.

Discussion:

To address barriers and impediments, the City of Tyler will take the following remedial actions:

Action #1: The city will continue to use entitlement funds to support the increased affordable housing production through public-private partnerships with developers and capacity building for nonprofits.

Action #2: The city will help facilitate access to below-market-rate priced units by leveraging federal funds to access nonfederal entitlement funding such as state low-income tax credits, federal home loan bank funding, and private sector participation in financing affordable housing and neighborhood reinvestment.

Action #3: The city will maintain a list of private partner lenders providing affordable housing financing and subsidies and offering buyers access to down payment, closing cost assistance, or favorable underwriting.

Action #4: The city will identify and support local developers seeking additional federal, state, and private sources of funds for affordable housing.

Action #5: The city will encourage private sector support for affordable housing developed as a market-rate and mixed-use development component.

Action #6: The city will encourage banks and traditional lenders to offer products addressing the needs of households with poor and marginal credit, which negatively impacts their ability to qualify for mortgages. These products can assist individuals negatively affected by predatory lenders. This may require traditional lenders and banks to establish "fresh start programs" for those with poor credit and previous non-compliant bank account practices.

AP-85 Other Actions – 91.220(k)

Introduction:

The City continues to allocate a significant portion of federal grants to programs and activities that directly benefit low-income residents, focusing on affordable housing and health and human services. To support these initiatives, the City has provided non-profit organizations and private housing developers with technical assistance and help with data requests to explore additional funding opportunities. The City also funds programs aimed at helping families achieve self-sufficiency, thereby breaking the cycle of generational welfare. These efforts include parent education, homebuyer education, mentoring, tutoring, emergency shelter, daycare services for low-income families, leadership development in underserved neighborhoods, and demolition projects to aid in revitalization efforts.

Actions planned to address obstacles to meeting underserved needs

The lack of a coordinated community effort to bridge service gaps and eliminate duplication among service providers significantly hinders the ability to offer effective and efficient services tailored to the needs of low-income and special-needs populations. To address this challenge, the City is committed to evaluating and ranking requests from organizations seeking public service funding.

A mandatory workshop will be conducted for non-profit organizations interested in applying for federal funds. During this workshop, the City will provide technical assistance and detailed information about the eligible uses of these funds, along with compliance and monitoring requirements that must be met. Additionally, City staff will be available to consult with individual agencies as necessary.

A citizen review committee will play a crucial role in assisting City staff and officials in evaluating the funding requests. This evaluation will focus on the organization’s capacity to provide the service, the identified need, the proposed use of federal funds, the targeted population, the number of individuals to be served, and how these plans address the priority needs outlined in the Consolidated Plan.

Actions planned to foster and maintain affordable housing

The City is committed to preserving and maintaining the existing supply of affordable housing while also increasing the availability of affordable housing opportunities through support and funding for new construction efforts. HOME funds specifically target housing activities for low-income individuals and families, providing assistance to homebuyers, homeowners, rental development, and new construction projects. Additionally, CDBG funds are allocated to provide direct assistance for homebuyer activities and rehabilitation, as well as to fund infrastructure and public facilities that aid in the new development of infill housing.

To ensure the continued affordability of the housing units supported by the City’s programs, liens with designated occupancy and affordability requirements are utilized. The City is also working to strengthen

its relationships with non-profit housing and service providers, as well as local lending institutions, to enhance the quality and quantity of affordable housing available.

Through the implementation of the 2025-2026 Action Plan, the City of Tyler will persist in its efforts to provide decent housing for its residents. Specifically, the City will:

- Enforce standards for all affordable housing programs administered and supported by the City.

- Provide educational opportunities and training for staff managing affordable housing programs, ensuring compliance with building and housing code requirements.

- Facilitate and fund initiatives from other entities and non-profit organizations that provide affordable and standard housing.

- Enforce the Construction Specifications adopted by the Neighborhood Services Department, which outline quality materials and acceptable workmanship standards for all CDBG and HOME-funded projects.

- Provide technical assistance and funding to support projects that eliminate health and safety hazards.

- Offer technical assistance and funding for improvements to public facilities and infrastructure in low-income neighborhoods, which will encourage the redevelopment of existing areas and the creation of new affordable housing options, ultimately enhancing the overall quality of life for low-income residents.

Actions planned to reduce lead-based paint hazards

The city recognizes that older homes may pose lead-based paint hazards, which can be harmful to young children. The Homeless Needs Assessment has identified that a significant number of homes in Tyler may potentially contain lead-based paint issues.

The City is aware of the dangers associated with lead poisoning and will consistently monitor health data to detect any related cases. It will also provide information to the public about the risks of lead paint and continue testing for lead in housing units considered for CDBG or HOME assistance.

The following actions will be taken:

1. Appropriate City staff who are not yet certified will complete the EPA-Accredited Certified Renovator

Training. Policies and procedures will be updated as needed, and all contractors will be required to obtain this certification.
2. Public information and education regarding lead-based paint will be provided.
3. Lead hazard evaluation and reduction activities will be integrated into housing projects whenever applicable.
4. The City will monitor regular reports from the County Health Department and the Texas Department of State Health Services to track reported cases of lead poisoning.
5. Local construction contractors will be encouraged to become certified as lead paint inspectors, removers, and abaters.
6. The City will continue to develop the technical capacity needed to manage projects impacted by lead paint.

Actions planned to reduce the number of poverty-level families

To promote and encourage economic and social self-sufficiency, the City will take the following actions:

1. Continue to provide and expand the Housing Choice Voucher Homeownership Program and the Family Self-Sufficiency Program (FSS) with funding received for FY 2025. The FSS Program is aimed at providing supportive and educational services to help reduce reliance on subsidy programs.

2. Expand affordable housing programs to alleviate the financial burden of rent and homeownership for low-income households.

3. Offer economic development incentives using local funds to encourage the retention and creation of job opportunities for low-income residents.

4. Enforce Section 3 requirements in applicable contracts that utilize federal funds.

5. Support local non-profit organizations that offer educational courses in areas such as homebuyer and homeowner responsibilities, home maintenance, budgeting, nutrition, parenting, affordable rental units, and other health and human services.

6. Back public service activities that improve the quality of life for low-income residents.

7. Promote public service initiatives that help youth reach their full potential and ultimately break the cycle of poverty.

8. Encourage collaboration and reduce duplication of efforts among local entities and public service providers.

9. Actively participate in the Texas Balance of States Continuum of Care (CoC) for the Homeless and other local initiatives aimed at providing supportive services for homeless individuals and those with

special needs

Actions planned to develop institutional structure

The City of Tyler will oversee and implement the goals, objectives, and strategies outlined in this document through its Neighborhood Services Department. The City plans to utilize its Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and other local, state, and federally funded programs to support various affordable housing initiatives and community development activities. These efforts are aimed at assisting low-income residents and revitalizing neighborhoods in decline.

The City will also consider providing letters of support, when appropriate, to organizations and agencies seeking grant funding or state/federal assistance. The staff within the Neighborhood Services Department will act as liaisons to coordinate with volunteer groups that offer free labor assistance to low-income homeowners. They will also collaborate with public and private organizations that provide housing assistance, as well as those that offer supportive services to low-income families. Furthermore, the City will continue to provide technical assistance and funding for health and public services as resources become available.

Actions planned to enhance coordination between public and private housing and social service agencies

The city is actively pursuing all available funding opportunities to support both public and private agencies, as well as other service providers. We will provide technical assistance, help secure funding from various sources (both federal and non-federal), and strive to simplify processes while enhancing local coordination efforts.

Discussion:

The City plans to work with other non-profits to identify and address community needs. Additionally, the City regularly seeks new funding to support low- to moderate-income residents.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Tyler has no other forms of investment beyond those outlined in the HOME regulations. Based on information gathered while developing the Consolidated Plan, the City will allocate HOME Program funds for affordable housing activities throughout the city, without any specific geographic preference. However, efforts will be made to distribute the funds in a manner that addresses the identified needs and priorities outlined in the plan. This includes allocating funding for various projects and activities that benefit the maximum number of low-income, elderly, and special needs households.

Here's how the City will accept applicants:

A. The Neighborhood Services (NBS) will publicly announce and advertise the availability of program funds as outlined in the City's approved Citizen Participation Plan. Interested applicants will receive application and verification forms along with instructions for completion. NBS staff will also be available to assist with filling out the required forms.

B. Applications must be submitted in writing. Household income and eligibility criteria will be determined and certified by examining source documents such as wage statements, interest statements, and warranty deeds. Any changes in information must be made in writing by the applicant. Selection for most programs will be on a first-come, first-served basis for eligible applications submitted before the published deadline. Projects will be conducted citywide, with a preference for activities benefiting low- to moderate-income individuals and families. Preference will also be given to homeless veterans for the tenant-based rental assistance program.

C. NBS staff will provide technical assistance to program participants. This assistance includes explaining application procedures, providing briefings on program requirements, communicating with contractors at the owner's request, and assisting homeowners in inspecting construction in progress. It may also involve referring homeowners to appropriate social service agencies.

D. NBS will inform program participants about the processes involved in rehabilitation, new construction, home purchase, and homeownership.

Detailed eligibility criteria for each program administered by NBS are provided in separate documentation. The general public can obtain more information about eligibility, applications, selecting proposals, and the solicitation process at the Neighborhood Services office located at 900 W. Gentry

Parkway, or by contacting the Community Development Office at (903) 531-1303.

The overall benefit period for this Annual Action Plan covers the program years 2025-2026.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	75.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City does not use any other form of investment beyond what is identified in the HOME regulations.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used

for homebuyer activities as required in 92.254, is as follows:

The City of Tyler's first-time homebuyers (FTHBs) that receive direct downpayment, closing cost, principal buydown assistance, and/or a reduction of the sales price to below the market value to make the unit(s) affordable will meet the affordability period if they remain in the home for the full required period of affordability as determined by the amount of the assistance received (five to fifteen years). The actual required period of affordability will be based on the total amount of direct HOME assistance provided, as noted below. The effective date of the beginning of the required period of affordability is the **date all completion data is entered into IDIS (See: §92.2, Definitions, "Project Completion")** and as documented by a fully executed HUD-1, a copy of which has been placed in each individual homebuyer's and/or homeowner's file. Should there be instances where a HUD-1 is not executed [e.g., the 1st mortgage loan is carried by the PJ or another entity] substitute the name of the document(s) replacing the HUD-1.

The federal assistance will be provided in the form of a 0% interest, deferred payment loan (DPL) and will be secured by a HOME Written Agreement, fully executed and dated by all applicable parties, and a Promissory Note and Deed of Trust, which will be recorded in the land records of Smith County. Under **"Recapture",** if the home is **SOLD** prior to the end of the required affordability period [the homebuyer or the property owner may sell to any willing buyer at any price], a portion of the net sales proceeds from the sale, if any, will be returned to the City of Tyler to be used for other HOME-eligible activities. The portion of the net sales proceeds that is returned to the City of Tyler is equal to the amount of HOME funds invested in the property less the amount for each **FULL** month that the residence was occupied by the homebuyer or property owner as his/her/their principal residence. Any funds remaining after distributing the *net sales proceeds* to all lien holders, including the City of Tyler**,** will be returned to the homebuyer or homeowner. In the event of a sale, short sale, or foreclosure, the amount recaptured will be limited to the amount of '*net sales proceeds'* available at the time of such occurrence. Additional information pertaining to the **"Recapture Provisions"** is detailed in the written policies and procedures of the City of Tyler.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   If there are insufficient funds remaining from the **sale** of the property and the City of Tyler recaptures less than or none of the recapture amount due, the City of Tyler must maintain data in each individual file that provides the amount of the sale and the distribution of the funds. This will document that:

   1. There were no net sales proceeds; or
   2. The amount of the net sales proceeds was insufficient to cover the full amount due; and that,

3. No proceeds were distributed to the homebuyer/homeowner. Other than the actual sale of the property, if the homebuyer [or homeowner] breaches the terms and conditions for any other reason, e.g. no longer occupies the property as his/her/their principal residence, the **full amount of the subsidy** [cannot be prorated] is immediately due and payable. The City of Tyler must immediately repay its HOME Treasury Account, from non-federal funds, for the full amount of the assistance provided, whether or not it can recoup any or all of the funds from the homebuyer (or homeowner**). [HOMEfires Vol 5 No 2, June 2003 – Repayment of HOME Investment; Homebuyer Housing with a 'Recapture' Agreement; Section 219(b) of the HOME Statute; and §92.503(b)(1)-(3) and (c)]**The City has elected to utilize the Recapture provision in the event of default on all homebuyer activities and will reduce the HOME Program investment on a pro-rated basis for any remaining affordability period. The affordability period is based on the total amount of HOME funds subject to recapture. The amount of funds subject to recapture shall be based on the net proceeds available from any sale, rather than the entire amount of the HOME investment that enabled the homebuyer to buy the dwelling unit.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds. In addition, the funds will not be used to refinance multifamily loans made or insured by any federal program. The City is aware that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   Not Applicable

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   Not Applicable

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR

92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

Not Applicable

The City intends to use the HOME affordable homeownership limits for the area as provided by HUD.

The City intends to structure its New Construction Program with HOME funds as a direct subsidy to reduce the purchase price of new construction. For-profit and non-profit developers as well as income eligible households are eligible to apply. However, the ultimate home owner must be low income as defined by HUD and the household will be subject to applicable HOME regulations. The New Construction Program will solicit and accept applications on an ongoing basis. More information will be available to the applicants on the application form itself, which will be available on the City's website and for pickup at certain City locations.

The City does not intend to limit the beneficiaries or give preference to a particular segment of the low-income population.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-

Date: June 25, 2025

Subject: Request that the City Council hold a final Public Hearing on the CDBG and HOME grants Fiscal-Year 2025-2026 Annual Action Plan, and then approve the plans and their related budgets.

Item Reference: **2025-2026 Annual Action Plan for the Community Development Block Grant and HOME Grant Activities and Budgets.**

On April 24 and April 29, 2025, the Community Development Department of Neighborhood Services (NBS) held two public hearings from 6:00 pm to 8:00 pm to solicit citizens' input and provide suggestions for the upcoming 2025-2026 Annual Action Plan. Each meeting was held at the NBS Conference Room, and all citizens were strongly encouraged to attend these meetings to provide their input, suggestions, and ask questions. Additionally, citizens were encouraged to submit emails.

The Annual Action Plan will provide directions on how federal funding will be allocated and used for projects distributed in the upcoming fiscal year, which starts on October 1, 2025, and ends on September 30, 2026. Total allocation from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Programs varies each year. For the FY 2025-2026 allocation from HUD for the CDBG Program, funding will be $743,501.00, and the total allocation for the HOME Program is $303,679.49. Both programs total $1,047,180.49.

The proposed budget recommendation, which includes staff requests, external requests, and administrative/direct delivery costs, is attached. All documents will be submitted to HUD on or before August 15, 2025, for adoption.

Proposed FY 2024-2025 CDBG & HOME Budget

Funding Resource Project/Activities
CDBG: $148,700.20, HOME: $30,367.95: Total Administration: $179,068.15
Critical Repair/ADA Project Repair: $300,000.00
New Construction/Reconstruction: $127,759.62
Public Facilities: $294,800.80
First-Time Homebuyer: $100,000.00
CHDO Reserve: $45,551.92

Overall Total Amount: $1,047,180.49

RECOMMENDATION:

Request that the City Council hold a final Public Hearing on the CDBG and HOME grants Fiscal-Year 2025-2026 Annual Action Plan, and then approve the plans and their related budgets.

Attachments:

Proposed FY 2024-2025 Annual Plan BudgetFugures
Tyler 2025-2026 Annual Action Plan, draft Written
Council Communications, M- , 2025
ORDINANCE NO, 0-2025

Drafted/Recommended By:
Department Leader Larry Everett, Community Development Manager

Edited/Submitted By:
City Manager

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

May 14, 2025

The Honorable Don Warren
Mayor of Tyler
PO Box 2039
Tyler, TX 75710

Dear Mayor Warren,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction has not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing crisis.

As authorized by the Consolidated Appropriations Act (Public Law 119-4) on March 15, 2025, I am honored and excited to announce that your jurisdiction is receiving the following Fiscal Year 2025 allocations for the identified programs:

Community Development Block Grant (CDBG) - $743,501.00

HOME Investment Partnerships (HOME) - $303,679.49

Emergency Solutions Grants (ESG) - $0.00

Housing Opportunities for Persons W/ HIV/AIDS (HOPWA) - $0.00

Housing Trust Fund (HTF) - $0.00

Recovery Housing Program (RHP) - $0.00

In addition, your jurisdiction's CDBG allocation for this year provides you with $3,497,505.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2025, please be reminded that it is important to align with executive orders and applicable laws. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office in Fort Worth or CPDGDAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,



Claudette Fernandez
General Deputy Assistant Secretary
for Community Planning and Development

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve Amendment #5 to the contract with Via Mobility, LLC, (RFP 21-008), to include additional costs related to paratransit software and extend the term of the existing agreement by two (2) years.

Item Reference: **C-A-2 March 24, 2021 RFP 21-008**

Tyler Transit issued RFP 21-008 for Transportation Scheduling Software on January 26, 2021. On March 24, 2021, Council approved Via Mobility, LLC as the best overall response to that RFP.

Via Mobility, LLC, has agreed to the extension of the contract and has requested additional increase of cost as agreed to in the original contract after the first three years of the contract. The current fixed monthly fee for up to 11 vehicles is $5,250. Twelve (12) or more vehicles will be $420 per vehicle. The current annual minimum fee is $57,960 and will move to $68,200. All future cost for this software will be handled by the IT department's annual cost for Transit software operations.

Funding will be from the 5307 Grant with possible Transportation Development Credits (TDC) to help with some of the Local Match.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve Amendment #5 to the contract with Via Mobility, LLC, (RFP 21-008), to include additional costs related to paratransit software and extend the term of the existing agreement by two (2) years.

Attachments:
VIA_Signed_Service_Agreement.pdf
v3_Tyler Transit Amendment #5 (Renewal)

Drafted/Recommended By:
Department Leader Russ Jackson/Transit Manager

Edited/Submitted By:
City Manager

DocuSign Envelope ID: 4E3DFF1E-F44B-4F40-9C7D-4F812636FE19

Tyler Transit DEPLOYMENT SERVICE ORDER

By this service order (the "**Order**"), Via Mobility LLC, a Delaware company with its principal office located at 160 Varick Street, Floor 4, New York, New York 10013 ("**Via**"), and the customer identified below ("**Customer**") agree to collaborate towards the operation by Customer of an on-demand transit deployment (the "**Deployment**") in Tyler, Texas.

Customer Name: City of Tyler Customer Entity Type / State of Incorporation:	Customer Notice Address: 210 E Oakwood Tyler, TX 75702 Customer Email: jtorres@tylertexas.com

Term: The duration of the Deployment shall last until the last day of the calendar month during which a period of 36 months following launch expires, subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

Services: Customer will receive access to the standard Via Solution and automatic software updates, comprised of:

(a) Fully localized proprietary routing and matching algorithms that analyze all trip requests, assign riders dynamically to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides powered by Via's patented technology;

(b) Downloadable iOS and Android rider apps that allow customers to book rides, track vehicles in real time, pay for trips, and troubleshoot any issues;

(c) Downloadable driver app that provides efficient turn-by-turn directions; the app allows drivers to start and end driving time, schedule breaks, and contact live support; and

(d) Access to the Via Operations Console (VOC), which allows administrators to perform a variety of functions, including checking trip details, adjusting account information, and providing customer support

(e) Data reporting as set forth in Appendix 1, to include data shared via Tableau, email, and raw data formats.

Support Services – Installation. Via provides installation support for up to four weeks after the Deployment begins serving Riders ("Launch"), consisting of:

(a) Localization for the agreed-upon zone, including optimizing the algorithm, configuring back-end, and defining acceptable pick-up and drop off points;

(b) Testing and quality assurance;

(c) Help Customer to build a launch plan and rider acquisition strategy; and

(d) Instruction for drivers, dispatchers, and managers on Via's best practices; remote launch support

Support Services – Ongoing. The following services are included in the fees up to the number of hours per month identified below:

(a) Operational support and system adjustments: Includes algorithm adjustments and changes to virtual bus stops / pickup points at request of Customer: *up to 10 hours per month*

(b) Expert consulting: *up to 5 hours per month*

- **Marketing and growth:** help setting up complex promotions, review and assistance for third party tools that can integrate into Via's tech
- **Operations:** Including supply optimization analysis, payment & fraud investigation, and business case/unit economics analysis
- **Service expansion:** Including feasibility analysis for service expansions or additional projects

(c) Tech Support: Dedicated customer success Via point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance.

Via will notify Customer if Customer is within 1 hour of exceeding capped hourly limit on Operational Support and System Adjustments and/or Consulting Services. If requested, hours beyond those set forth above will be charged on an hourly rate, ranging from $165-$225.

Additional Services (detailed in Appendix 2)

☒Web-Based Booking Portal ☐White List Point Consulting ☐Flexible Booking ☐Corporate Account Management dashboards ☒Fixed Route Referral ☐Multi-modal Integration ☐Cross-Agency Integration ☐ Third-party trip planner integration ☐Payment Provider Integration ☐Customer Support ☒Integrated Mobility Services ☐ Consulting

Customer Responsibilities.

(a) **General.** Customer will operate and manage the Deployment as set forth in the Terms, Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries and providing local insights, in order to meet mutually agreed upon deadlines.

(b) **Launch.** Within one week of signing this Order, the Parties will mutually agree on the exact geographic zone and a targeted launch date ("Launch"). In the event that the Launch date is moved at Customer's request or delayed due to Customer's inaction, Customer will be charged 1-10 vehicles: $400 / month, 11-20 vehicles: $350 / month, 21+ vehicles: $300 / month per month to accommodate hosting and other direct IT costs.

(c) **Zone:** Customer and Via will agree [at least one month prior to launch] on the Deployment service zone. Any changes or expansions to the zone may result in additional fees.

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(d) **Support Requests.** At the start of the project, Via will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. Requests for additional features may be subject to additional fees.

(e) **Payment Processing.** The fees set forth above do not include any owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

Fees.

Customer shall pay Via the following Fees:

Fee Category	Amount	Invoicing Terms
Installation Fee	$12,500	
• First installment	50% ($6250)	Payable upon signing of this Order
• Second installment	50% ($6250)	Payable upon launch of the Deployment
Monthly Fees	$115,200 (minimum for 36 months)	
• Per-Vehicle Fees	$400 per vehicle per calendar month, with a minimum of $3200 per month (i.e., 8-vehicle minimum)	Invoiced monthly by Via

For the avoidance of doubt, (i) each passenger completing a ride booked through the Via Solution will be counted toward the per-ride fees above, (ii) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution on any given day over the course of the applicable calendar month and (iii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be pro-rated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

Customer shall reimburse all travel expenses of Via personnel for purposes of the Deployment. Installation-related services described above will initially be performed remotely, and if Via deems it necessary, in person by Via personnel for a limited period around launch. Thereafter, services will continue to be performed remotely as applicable, provided that Via personnel can be sent to Customer's location for additional trips upon reasonable request.

Branding. The Deployment will be branded as Tyler Transit powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

This order shall be governed by the terms and conditions set forth at https://ridewithvia.com/platform-terms-of-service/ (the "Terms"). Terms used herein and not otherwise defined shall have the meaning set forth in the Terms. By signing below, the parties agree to the Terms.

VIA MOBILITY, LLC

Erin Abrams
E89EDB5082754EA...
Authorized Signature

Erin Abrams
Name

Manager
Title

4/5/2021
Date

CUSTOMER Tyler Transit

Authorized Signature

Lecoy Sparrow
Name

Director
Title

3/31/21
Date

Reviewed by: A. Buckner, Legal Department

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Appendix 1 to Service Order

Data Sharing

Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Deployment data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms. Alternatively, user credentials can be issued by Via after execution, provided that the names, email and any other necessary information are provided

Exhibit 1.

Core Team PLEASE SEE ATTACHED	
Title	Name
[Customer to fill out]	[Customer to fill out]

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via's prior written consent. In the event that Customer wishes to engage a third-party operator ("Operator") to operate the Deployment, Customer shall provide to Via a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via's allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the aforementioned Operator Acknowledgement Form.

Data Sharing Plan - Appendix

As part of the Deployment, Via will make below data available to members of the Customer's Core Team, for the purpose of research and program evaluation. The data to be shared will be uploaded to a Tableau server and protected by Via's VPN or accessible in the VOC, in addition to being sent over email. If applicable of the individuals listed as members of the Core Team will be provided their own VPN credentials and team credentials for access to Tableau. Access to the Tableau server will be available through the VPN only and might require appropriate software to connect. Underlying data may not be shared through any other method other than email, VOC or Tableau unless otherwise agreed between the parties. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms.

To protect Via's intellectual property and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated Tableau reports that will be provided for Customer's access. These reports will be refreshed daily. The reports are aggregated, deidentified and do not include any personal information of Riders.

STANDARD REPORTING SET	
Data Point	**Level of Detail**
rider ID	per request
ride ID	per request
request date + time	per request and truncated to minute
request origin lat/long	per request and truncated to 3rd decimal
request destination lat/long	per request and truncated to 3rd decimal
pickup date + time	per request and truncated to minute
dropoff date + time	per request and truncated to minute
wheelchair accessible vehicle (WAV)	per request
number of riders per request	per request
ride distance (miles)	per request
ride duration (minutes)	per request
ride rating	per request
fare paid	per request

Title:	Name:	Administrator/User	Email
General Manager	James Torres	Administrator/User	jtorres@tylertexas.com
Title:			
Scheduler/Dispatcher	Melissa Medina	Administrator	mmedina@tylertexas.com
Title:			
Transit Develeopment Specialist	Jake Hooter	Administrator	jhooter@tylertexas.com
Title:			
Director	Leroy Sparrow	Administrator	lsparrow@tylertexas.com
Title:			
AM Supervisor	Pat Thompson	User	pthompson@tylertexas.com
Title:			
PM Supervisor	Tammy Grant	User	tgrant@tylertexas.com
Title:			
Senior Driver	Mike Evans	User	mevans@tylertexas.com
Title:			
Senior Driver	Jonahthan York	User	jyork@tylertexas.com
Title:			
Senior Driver	Stacy Akin	User	sakin@tylertexas.com

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ride status (completed, no-showed, cancelled, not accepted, seat unavailable, out of zone, or out of hours)	per request
completed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
no-showed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
cancelled rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA<5min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA between 5 and 10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA>10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
seat unavailable requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
out of zone requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
out of hours requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
sessionized requests	daily, weekly, monthly and avg. per hour
utilization	hourly, daily, weekly and monthly
ETA (waiting time) (minutes)	per request, daily, weekly, monthly and avg. per hour
ETA error (lateness) (minutes)	daily, weekly and monthly
avg. walking distance to pickup (meters)	daily, weekly and monthly
supply hours	daily, weekly, monthly and avg. per hour
unique riders	daily, weekly and monthly
new unique riders (for the period selected)	daily, weekly and monthly
rider signups	daily, weekly, monthly and aggregated by date range selected
riders with no requests made	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with no ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 1 and 2 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 3 to 5 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 6 to 10 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 10+ rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with at least one ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)

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Appendix 2: Optional Add-On Features

The below includes a non-exhaustive list of possible added features, which, if selected may be described in more detail in an SOW hereunder.

Feature	Description
Web-Based Booking Portal	Portal accessible through the web that allows dispatchers to book rides on behalf of riders without a smart phone (or without the application).
White List Point Consulting	In the standard offerings, users can configure 'white list points', or acceptable pick-up locations. Via can perform this configuration, including ongoing updates, on behalf of Customer for an additional fee.
Flexible Booking	Allow riders to pre-book rides rather than only on-demand. The system can also accommodate pre-booking and on-demand in a single service (e.g., offering different booking options in different zones or during different time periods).
Corporate Account Management Dashboards	Access to powerful "Via for Business" functionality that allows companies to book rides or subsidize certain types of rides for, e.g., employees / students / residents / customers.
Fixed Route Referral*	System configurations that direct riders to used fixed route transportation (e.g. buses) where such transportation offers the most efficient mode for a requested ride, which helps preserves on-demand system capacity.
Multimodal Integrations*	Options for expanded integration with fixed route transportation. Can include: (1) displaying timetables, route maps, and real-time location of fixed-route within the app; (2) allowing riders to plan and book multi-leg journeys, with an on-demand proposal generated to match arrival time of fixed-route leg; (3) allow riders to confirm seat and pay for the complete journey within app; and / or (4) allow riders to reserve seats in fixed-route services on standalone basis (e.g. for social distancing / capacity management).
Cross Agency Integration*	Multimodal integrations that incorporate services from neighboring jurisdictions and regional / national carriers to deliver regional multimodal trip planning and booking experience.
Third Party Trip Planner Integration	Integration via API with third party trip planners
Payment Provider Integration	Integration with third party payment providers of Customer's request (e.g. accepting fare payment used for public transit)
Integrated Mobility Services (IMS)	Integrate multiple demand response modes under a single platform (e.g., microtransit, paratransit, NEMT)
Customer Support	Provide live agent support for issues riders may be having using the service, ranging from technical support to full-scale customer service support
Consulting	On-demand and multimodal service planning, network optimization, equity analysis, and other mobility consulting and planning services.

* Data feeds must be provided in acceptable formats, including GTFS offline or GTFS RT, SIRI SM for realtime data. Via can provide assistance formatting the data appropriately if needed

Amendment #5
to the
Tyler Transit Deployment Service Order

Via Mobility, LLC ("**Via**") and Tyler Transit ("**Customer**" and, together with Via, the "**Parties**") have entered into that certain agreement titled Tyler Transit Deployment Service Order, dated April 5, 2021, and Amendment #1, dated November 14, 2023, and Amendment #2, dated December 18, 2023, and Amendment #3, dated April 13, 2024, and Amendment #4, dated June 12, 2024 (together the "**Agreement**"). Upon execution of this Amendment #5 ("**Amendment #5")**, the Parties agree to the following:

1. **Renewal.** The Parties hereby agree to extend the Term of the Agreement by a further period of 24.5 months, starting on the Effective Date and ending on June 30, 2027 (inclusive); and such additional term shall be the "Additional Term" for the purposes of the Agreement.

2. **Amendment.** The table in the Fees section of the Agreement is hereby deleted in its entirety and replaced with the following:

Fee Category	Amount	Invoicing Terms
Per Vehicle Fees, June 16-30, 2025 (inclusive)	Microtransit Monthly Fee per Vehicle – Vehicle 1: $460 Paratransit Monthly Fee per Vehicle – Vehicles 2-11: $460 Monthly Fee per Vehicle – Vehicles 12+: $400 ***Monthly minimum of $5,060 (i.e., 11-vehicle minimum)***	Invoiced monthly by Via
Per Vehicle Fees, July 1, 2025 – June 30, 2027 (inclusive)	Fixed Monthly Fee, up to 11 vehicles: $5,250 Additional Monthly Fee, Vehicles 12+: $420 per vehicle ***Monthly minimum of $5,250 (i.e., 11-vehicle minimum)***	Invoiced monthly by Via
Annual <u>Minimum,</u> July 1, 2025 – June 30, 2027 (inclusive) Based on 10 vehicles	$57,960	See below
<u>Estimated</u> Per Vehicle Fees, <u>July 1, 2025 – June 30, 2027</u> Based on 16 vehicles	Total Vehicle Fees, monthly: $7,350 Total Vehicle Fees, annualized: $88,200	See below
In-Person Training	$7,500 (one-time fee)	See below

Customer agrees to pay a minimum monthly vehicle fee of $5,250, based on a minimum of 11 vehicles. Total monthly charge may vary based on total number of vehicles used by Customer. Customer will be invoiced for additional vehicles above the minimum per usage.

Customer shall not be invoiced for in-person training until Customer and Via agree upon the terms and the date of the training.

During the contract term, if Customer elects to add a new microtransit zone, Customer will notify Via in writing (email sufficient), and Customer and Via will collaborate to establish a mutually agreed scope for the new zone. Customer agrees to pay a one-time zone addition fee of $5,000 for each launched new zone, and Via will submit an invoice to Customer when the new zone is live and in service; provided that, if multiple new zones launch simultaneously, Customer would only be invoiced a single $5,000 zone addition fee for the launch.

3. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings outlined in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #5 will be governed by the same law as the Agreement and is effective as June 15, 2025 ("Effective Date").

[*Signature page follows*]

VIA MOBILITY, LLC	**TYLER TRANSIT**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[*Signature page to Amendment #5 to the Tyler Transit Deployment Service Order*]

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase one (1) new 2025 Interstate 40DLA trailer from Holt Truck Buyboard Contract 9050825-6 for $ 33,792.86.

Item Reference:

The fleet replacement program budgets for departments to add additional units to their fleet when needed. For fiscal year 2025, it was decided that the Street Department needed an additional trailer to haul the asphalt lay down machine. Local vendor Holt Truck could guarantee delivery of an Interstate 40DLA trailer under Buyboard Contract 9050825-6. Total amount for the trailer is $33,792.86. Funds will be from the VES fleet FY25 replacement account 640-0661-641.26-04.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one (1) new 2025 Interstate 40DLA trailer from Holt Truck Buyboard Contract 9050825-6 for $ 33,792.86.

Attachments:
40DLA Initial BB Quote 5.9.25

Drafted/Recommended By:
Department Leader Stan Stoffrregen Fleet Manager

Edited/Submitted By:
City Manager

5033 HWY 271 N
TYLER, TX 75708
PHONE #: 903-597-9363
STATE DEALER #:

QUOTE

DATE: MAY 9, 2025
DEAL #: 32121-01
SALES REP: CHAD HIDALGO

PO #:

BILL TO

CITY OF TYLER
410 WEST OAKWOOD
TYLER, TX 75702

CITY OF TYLER

Buy Board Quatition # 9050825-6

SUMMARY		UNITS: 1
	UNITS SUB TOTAL	$33,792.86
-	TRADES ALLOWANCE	$0.00
+	TRADES PAYOFF	$0.00
+	FEDERAL EXCISE TAX	$0.00
+	OTHER TAXES	$0.00
	TOTAL TAXES	*$0.00*
=	*DUE BEFORE DEPOSITS*	*$33,792.86*
-	DEPOSITS	$0.00
=	**AMOUNT DUE**	**$33,792.86**

QTY	PURCHASING		UNIT PRICE	TOTAL
1	**2025 INTERSTATE 40DLA**		**$35,571.43**	**$35,571.43**
	SHIPPING: PICKUP @ DEALERSHIP			
	STATE REGISTRATION: WILL BE HANDLED BY CUSTOMER			
	BUY BOARD DISCOUNT		($1,778.57)	($1,778.57)
	TAX: FEDERAL EXCISE TAX (FET)		$0.00	$0.00
		SALES SUB-TOTAL	$33,792.86	$33,792.86
		TOTAL TAXES	*$0.00*	*$0.00*
		UNIT TOTAL	*$33,792.86*	*$33,792.86*

QTY	TRADES	ALLOWANCE
NO TRADES		

TITLE

City Of Tyler
410 WEST OAKWOOD
TYLER, TX 75702

LIENHOLDER

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase one (1) new International dump truck to replace unit 17268 from Holt Truck through Sourcewell contract #060920-nvs for $173731.50.

Item Reference:

The fleet replacement program budgets for departments to add additional units to their fleet when needed. For fiscal year 2025, it was decided that unit 17286 needs to be replaced. After meeting with Water Distribution, VES researched bids with City specified options through the various purchasing coops. Local vendor Holt Truck could guarantee delivery of a dump truck through Sourcewell Contract # 060920-nvs for a total cost of $173731.50. Funds will be from the VES fleet FY25 replacement account 640-0661-641.26-04.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one (1) new International dump truck to replace unit 17268 from Holt Truck through Sourcewell contract #060920-nvs for $173,731.50.

Attachments:
holt truck sourcewell quote update

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Tyler - Sourcewell Account # 33152	Holt Truck Tyler
Contact:	Debora Schreck For Water Dept	Chad Hidalgo
Address:	PO Box 2039	Holt Truck Centers #060920NVS
City/State/Zip:	Tyler TX 75710	Tyler TX 75710
Phone:	903-531-1321	903-279-5570
Email:	dschreck@tylertexas.com	chad.hidalgo@holttruckcenters.com

Proposal Number	4580
Date	5/15/2025
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2026 International HV607 6x4 Chassis			$ 187,098.00
Base Chassis List		$ 122,474.00	
Options List		$ 64,624.00	
Sourcewell Contract Discount		31.0%	$ (58,079.00)
Volume Incentive			$ -
Material Price Increases			$ -
Net Sourcewell Chassis Price			$ 129,019.00
Sourcewell Partner Body			
			$ -
			$ -
Handling Fee		4.00%	$ -
Non-Sourcewell Dealer Supplied Body			
Warren Boby 12 Yard Dump Body			$ 31,250.00
Updated 6.16.25			$ -
Handling Fee		5.00%	$ 1,562.50
Additional Post Build Work			
Internal shop programing and upfit			$ 2,000.00
			$ -
			$ -
Handling Fee		5.00%	$ 100.00
Service Contracts			
Ext Ele PKG(40XXG) 60M/ 200Kmi Ext HTR/AC(40XVZ) 60M200K Mi			$ 1,300.00
EXT Towing 60MO 550 max (40RBK)			$ 1,100.00
EXT Cummins Eng/Aft 60MO 200K mi (40YZN)			$ 5,900.00
Additional Freight			
			$ -
			$ -
Additional Floorplan			
Additional Floorplan of 50 days			$ 1,500.00
			$ -
Additional Fees & Taxes			
			$ -
			$ -
			$ -
Final Sourcewell Per Vehicle Price FOB			**$ 173,731.50**
Final Sourcewell Total Vehicle(s) Price			**$ 173,731.50**

Additional Sourcewell Qualified Content	
Silver Package Award	**$1,200**

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset. Pricing may be subject to a Tariff Surcharge at time of delivery.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-4

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to purchase one (1) new asphalt recycling trailer from Kinloch Equipment Buyboard Contract 685-22 for $73,967.50.

Item Reference:

The fleet replacement program budgets for departments to add additional units to their fleet when needed. For fiscal year 2025, it was decided that the Street department needed an asphalt recycler to be more effective and efficient with pothole repairs. After researching specifications, it was decided the Stepp MFG trailer mounted master mix met all specifications needed. This purchase will be from Kinloch Equipment through Buyboard Contract 385-22 for $73,967.50. Funds will be from the VES fleet FY25 replacement account 640-0661-641.26-04.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to purchase one (1) new asphalt recycling trailer from Kinloch Equipment Buyboard Contract 685-22 for $73,967.50.

Attachments:
kinloch step ashalt recycler trailer

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Kinloch
Equipment & Supply, Inc.

www.kinlochequip.com
Ph. 713-473-6213 Fax: 713-473-7858
By: Dane Clarke Cell: 727-729-0255
Email: dane.clarke@kinlochequip.com

3320 Pasadena Blvd, Pasadena, TX 77503

SMMT Proposal For
City of Tyler
Quote SMMT25-37

12/23/24
CAU

STEPP MFG

PROPOSAL

SMMT Trailer Mounted Master Mix

5/27/2025

Each base unit includes: Diesel Burner System with Flame-out Protection, Burner Timer, Hydraulic Drive Mixer and Hydraulic Driven Conveyor driven by Honda Gasoline Engine, 2 Light LED System and Electric Brakes

OPTIONS
Flush Mounted Strobe Light (set of 2)
Beacon Style Strobe Light
10# Fire Extinguisher
Tool Box 10"x10"x24"
SMV Sign
Compactor Plate Carrier
Stainless Steel Tool Holder x2
Washdown System
Hose Reel for Washdown
Shovel Cleaning Compartment
Material Additive Bin
Engine Enclosure
Wacker Compactor WP1550A



PAINT
Hwy Orange

Approved

HITCH
3" Pintle

LIGHT PLUG
7 Pin RV

TOTAL PRICE F.O.B. TYLER, TX: $73,967.50

PROPOSAL NOTES:
1. Prices quoted herein are valid for 20 days from the above date.
2. Delivery is currently 90-120 days from receipt of order. Delivery will be confirmed at time of order.
3. Payment terms are net due upon delivery.
4. Pricing per BuyBoard contract # 685-22

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-5

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to sign an indefinite right-of-way use agreement with Texas Financial Crimes Intelligence Center (FCIC) for the purpose of installing and maintaining three (3) Flock security cameras in the City of Tyler right-of-way.

Item Reference:

FCIC is seeking permission to install three Flock Camera systems around the FCIC property on E. Elm Street. One camera will be placed on S. Fannin Ave. between FCIC and the Smith County Jail facing south. The second camera will be near the E. Elm St. and S. Fannin Ave. intersection, looking west. The last camera will be placed at the southeast corner of the E. Elm St. and S. Spring Ave. intersection, looking east. This system is used and shared between private organizations and public sectors to capture objective evidence, reduce unreliable leads, and reduce crime throughout the community.
One of their primary uses is comparing vehicles that pass the cameras to hot lists of stolen, wanted, or missing vehicles, missing persons, and missing children (vehicles related to an AMBER alert, Flock will send a real-time alert to local police allowing a real response) or wanted individuals law enforcement is attempting to contact. Anytime a hot-listed vehicle passes by a Flock camera, police received an alert, which gives an officer an immediate location of the vehicle being sought.
This system would be shared access for Texas Financial Crimes Intelligence Center and City of Tyler Police department while providing Tyler PD with a new area of coverage without the cost of startup or monthly fees.
Section 17-1 of the Tyler City Code requires anyone other than City franchisees desiring to use a portion of public right-of-way for a private business or personal use to first obtain a right-of-way easement from the City. Applications for right-of-way easements shall be filed with the City Engineer and those that are permanent in nature shall require approval of the City Council. Staff has reviewed the application and recommends approval.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to sign an indefinite right-of-way use agreement with Texas Financial Crimes Intelligence Center (FCIC) for the purpose of installing and maintaining three (3) Flock security cameras in the City of Tyler right-of-way.

Attachments:

ROW Use Application - Indefinite_FCIC_Flock_SIGNED
Deployment Plan (PDP) - 01028929

Drafted/Recommended By:
Department Leader Cody Bain, Project Engineer/ROW Permit Manager

Edited/Submitted By:
City Manager

THE STATE OF TEXAS	§	**CITY OF TYLER**
	§	
	§	
CITY OF TYLER, TEXAS	§	
	§	
	§	**INDEFINITE PUBLIC**
COUNTY OF SMITH	§	**RIGHT-OF-WAY EASEMENT**

This Agreement is between the City of Tyler, Texas, hereinafter referred to as "City", and Texas Financial Crimes Intelligence Center (FCIC), the Grantee.

WHEREAS, the Tyler City Code in Section 17-1 allows the City Council under proper circumstances to grant an **indefinite** public right-of-way easement in return for a fee and compliance with certain requirements; and

WHEREAS, the Grantee has requested an **indefinite** public right-of-way easement as follows:

1. **Grant of Easement.**

   For and in consideration of an easement fee of $350.00 plus compliance with certain requirements, Grantee is given permission to utilize the public right-of-way, as described more fully below and as shown in **Exhibit "A."**

2. **Purpose.**

   The purpose of this permission is solely to *(insert brief description of request)* install Flock security cameras along S. Fannin Avenue near the northeast corner of FCIC property, along E. Elm Street near the intersection of S. Fannin Avenue, and at the southeast corner of the E. Elm Street and S. Spring Avenue intersection.

   The Grantee will maintain, into perpetuity, all improvements made according to this agreement in the right-of-way at no cost to the City.

3. **Indemnity.**

   TO THE EXTENT PERMITTED BY LAW, GRANTEE AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, CITY'S OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES, INJURIES TO PERSONS (INCLUDING DEATH) PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COST OCCASIONED BY OR FROM GRANTEE'S OCCUPANCY OR USE OF THE PREMISES DESCRIBED ABOVE AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS EASEMENT AND ARISING OUT OF OR RESULTING FROM THE INTENTIONAL OR NEGLIGENT ACTS OF GRANTEE, ITS OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ALL SUCH CAUSES OF ACTION BASED ON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF GRANTEE, ITS OFFICERS, AGENTS, EMPLOYEES OR VISITORS.

   GRANTEE FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON

BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF GRANTEE'S OFFICERS, AGENTS, EMPLOYEES, CUSTOMERS, VISITORS, AND OTHER PERSONS AS WELL AS THEIR PROPERTY WHILE IN OR UPON THE SUBJECT PREMISES. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY IS NOT A PARTNER, COVENTURER, EMPLOYER OR AGENT OF GRANTEE AND THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE, IN ANY FORM OR MANNER, DIRECTLY OR INDIRECTLY, FOR THE NEGLIGENCE OF GRANTEE, GRANTEE'S AGENTS, SERVANTS, EMPLOYEES, CUSTOMERS AND VISITORS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISES DEFECTS IN IMPROVEMENTS CONSTRUCTED BY GRANTEE WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER BE CONSTRUCTED BY GRANTEE, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY GRANTEE. GRANTEE UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISES DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF GRANTEE OR ANY OF GRANTEE'S MEMBERS, AGENTS, EMPLOYEES, CUSTOMERS, OR VISITORS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY THAT CITY AND GRANTEE WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT ADVERSELY AFFECT GRANTEE OR CITY AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

GRANTEE FURTHER AGREES THAT THIS INDEMNITY PROVISION SHALL BE CONSIDERED AS AN ADDITIONAL REMEDY FOR CITY AND NOT AS AN EXCLUSIVE REMEDY.

4. **Requirements.**

During the term hereof, Grantee shall maintain the above-described premises in a safe, operationally sound condition at all times and, upon termination hereof, shall restore the property to its prior condition in a manner reasonably satisfactory to the City Engineer.

5. **Termination.**

a. City shall have the right to revoke or cancel this permission at any time for non-compliance with the terms and conditions hereof upon thirty (30) days written notice by certified mail to Grantee.

b. In the event of revocation, cancellation or termination of this permission for any reason, all improvements placed on the premises by Grantee shall immediately revert to the ownership of City.

c. In the event Grantee shall permit any City taxes assessed against it to become delinquent, and fails to cure such delinquency within ten (10) days, then all rights and privileges of Grantee under this permission agreement shall automatically cease and terminate.

6. **Construction Requirements.**

Grantee shall be responsible for verifying all locations of utilities involving water and sewer. Open cut construction shall be required for all construction within 10 feet of a water or sewer line that is greater

than 12 inches in diameter. In the erection and placement of improvements hereunder, Grantee shall comply with all ordinances and regulations of the City of Tyler.

7. **Removal or Relocation of Improvements**.

Grantee shall remove or relocate the improvements located within the area described at its own expense whenever requested to do so by City. City shall provide thirty (30) days' notice to Grantee before requiring removal or relocation of the improvements.

8. **Venue.**

This agreement shall be construed in accordance with the laws of the State of Texas and the ordinances of the City of Tyler. Venue for any action brought to enforce or interpret this agreement shall lie exclusively in a court of competent jurisdiction in Smith County, Texas for actions in state court, and in the Eastern District of Texas, Tyler Division, for actions in federal court.

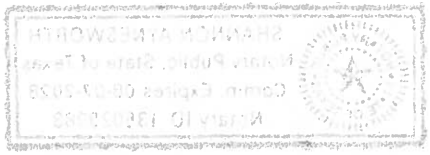
9. **Amendment.**

This Agreement may be modified or amended only by writing signed by each of the parties hereto, and only upon approval of the City.

10. **Notices.**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the parties at the addresses given below (or such other address or addresses which any party may designate for itself from time to time hereafter by written notice to the other party):

CITY:		**GRANTEE:**	
Name	City of Tyler	Name	TX Financial Crimes Intelligence Ctr.
Address	Attn: City Engineer P.O. Box 2039 Tyler, TX 75710	Address	218 E. Elm Street Tyler, TX 75702
Phone	(903) 531-1126	Phone	903-707-8280 - -



THIS AGREEMENT is made and entered into this _____ day of _____, A.D. 20____.

FOR THE CITY OF TYLER, TEXAS:

By: _____
Edward Broussard
City Manager

ATTEST:

By: _____
Cassandra Brager
City Clerk

APPROVED:

By: _____
Printed Name:
City Attorney's Office

RECOMMENDED:

By: _____
Darin Jennings
City Engineer

Council Agenda Item: _____
Council Approval Date: _____

FOR THE GRANTEE:

By: A. Colby
Printed Name: Adam Colby
Title: Director

THE STATE OF TEXAS §
§ **GRANTEE'S ACKNOWLEDGEMENT**
COUNTY OF SMITH §

This instrument was acknowledged before me this 12 day of May, 2025, by _____.

SHANNON AYNESWORTH
Notary Public, State of Texas
Comm. Expires 08-07-2028
Notary ID 135029083

Shannon Aynesworth
Notary Public In and For The State of Texas

My Commission Expires: 8-7-28

Shannon Aynesworth
Notary's Printed Name

Exhibit "A."

Attach project scope and 11"X17" project plans here.

Return complete application to the City of Tyler Engineering Department:

- In person: 511 W. Locust Street, Tyler, TX 75702
- By mail: PO Box 2039, Tyler, TX 75710
- By email: engineering@tylertexas.com

FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

Tyler (City of), Right-of-Way
ON BEHALF OF
TX - Texas Financial Crimes Intelligence Center

CONTACT LIST

PERMITTING
kimberly.dao@flocksafety.com

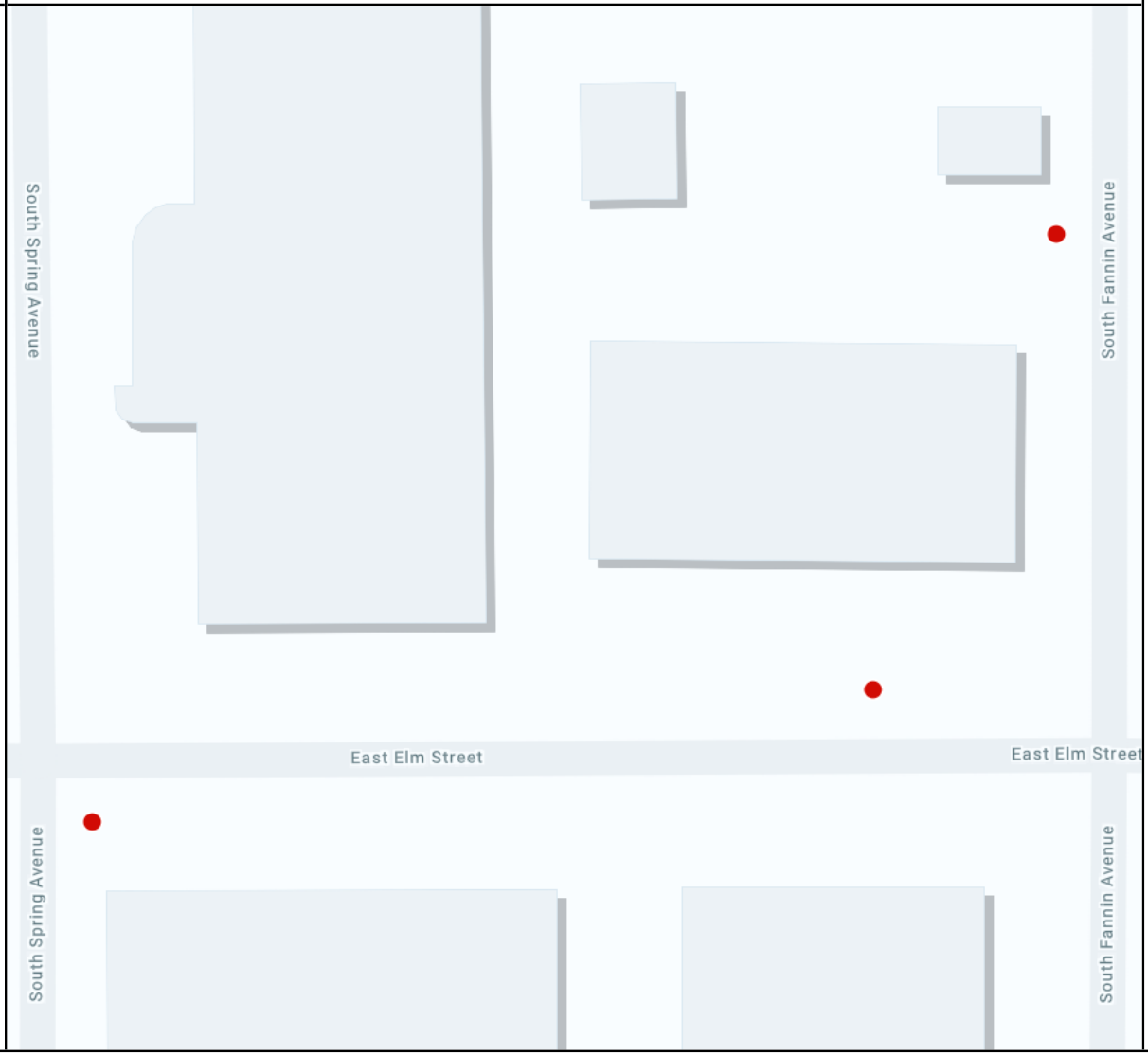
PROJECT MANAGER
garrett.yosenick@flocksafety.com

SEE APPROVED PERMIT FOR LISTED INSPECTOR*

DRAWING INDEX

T.01	COVER SHEET & LOCATION MAPS
GN.01	GENERAL NOTES
A.01 - A.03	PLAN DRAWINGS
SPEC.01 - SPEC.06	EQUIPMENT & FOUNDATION DETAILS
TCP.01 - TCP.06	TRAFFIC CONTROL PLAN DETAILS

811 Know what's below. Call before you dig.



[THIS SPACE LEFT INTENTIONALLY BLANK FOR STAMP]

TX - Texas Financial Crimes Intelligence Center

01028929

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	04/10/2025	FLK	PRELIM

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS

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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS	
SHEET: **T.01**	REV: **0**

THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THIS INCLUDES RIGHT OF WAY, EXISTING UTILITIES, & PRIVATE PROPERTY LINES. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL DATA PRIOR AND EXISTING SURROUNDING FACILITIES TO VERIFY & CONFLICTS ABOVE & BELOW GRADE. ALL CONSTRUCTION TO FOLLOW TEXAS DEP. OF TRANSPORTATION GENERAL GUIDELINES. DO NOT SCALE DRAWINGS. CALL 811 PRIOR TO DIGGING.

GENERAL & CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL AGENCY SPECIFICATIONS UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.

2. ALL WORK SHALL CONFORM TO ALL APPLICABLE ELECTRICAL CODES EXCEPT WHEN STATE DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCY STANDARDS SUPERSEDE.

3. CONTRACTOR SHALL ENSURE ALL PROPOSED EQUIPMENT INSTALLED IS IN ACCORDANCE WITH NESC REQUIREMENTS AND CLEARANCES.

4. ALL CONSTRUCTION AND/OR MAINTENANCE ON THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SHALL CONFORM TO THE FEDERAL MANUAL ON UNIFORM TRAFFIC DEVICES, THE TEXAS DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, PLANS PREPARATION MANUAL AND DRAINAGE MANUAL.

5. THE PERMITTING AGENCY RESERVES THE RIGHT TO MAKE ADJUSTMENTS TO ANY PERMITTED METHODS OF INSTALLATION, SCOPE OF WORK AND RESTORATION THAT MAY BE REQUIRED TO POSITIVELY SUPPORT LIFE, SAFETY AND ENVIRONMENTAL WELL BEING OF ALL USERS OF THE TRANSPORTATION SYSTEM.

6. SHOULD A CONFLICT ARISE BETWEEN THE DETAILS SHOWN IN THE PLANS AND THE DEPARTMENT OF TRANSPORTATION STANDARDS, THE ENGINEER/PERMITTEE SHALL IMMEDIATELY CONFER WITH THE DEPARTMENT'S ENGINEER IN ORDER TO RESOLVE THE DISCREPANCY. IN NO CASE WILL ANYTHING LESS THAN THE DEPARTMENTS MINIMUM STANDARDS BE ALLOWED.

7. FLOCK SAFETY SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES 48 HOURS PRIOR TO CONSTRUCTION.

7.1. INSTALLS INVOLVING FLOCK SAFETY PROVIDED POLES, A MINIMUM OF 2' SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES AND STORM DRAIN STRUCTURES.

8. THE PERMITTED WORK SCHEDULE IS DEFINED AS MONDAY THROUGH FRIDAY 7:00AM TO 5:30PM UNLESS OTHERWISE NOTED WITHIN THE PERMIT. ANY WORK DESIRED OUTSIDE OF THIS PERIOD MUST BE REQUESTED IN ADVANCE AND APPROVED BEFORE WORKING THE ALTERNATE SCHEDULE.

9. FLOCK SAFETY SHALL BE RESPONSIBLE TO APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL STANDARDS AS REQUIRED.

10. WORK INVOLVING TEMPORARY LANE CLOSURES ARE TO BE DONE BETWEEN THE HOURS OF 8:00AM AND 5:00PM. MONDAY THROUGH FRIDAY UNLESS OTHERWISE STATED BY THE DEPARTMENT OF TRANSPORTATION.

11. CONTRACTOR SHALL PROVIDE SAFE ACCESS PER CURRENT GENERAL STANDARDS FOR ALL PEDESTRIAN TRAFFIC REGULATIONS ON ALL EXCAVATIONS OPENED IN THE TRAFFIC ZONE CONTROL AREA.

12. NO PEDESTRIAN PATHWAY IS TO BE REMOVED, BLOCKED, OR DISTURBED WITHOUT HAVING A SUFFICIENT DESIGNATED TEMPORARY PEDESTRIAN PATHWAY WITH ALL APPROPRIATE PEDESTRIAN MAINTENANCE OF TRAFFIC SIGNS IN PLACE PRIOR TO PATHWAY BEING AFFECTED.

12.1. ALL TEMPORARY PEDESTRIAN PATHWAYS MUST BE FIRM AND UNYIELDING.

13. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTY IN THE VICINITY OF THE CONSTRUCTION.

14. NO WORK SHALL BE PERFORMED DURING THE WEEKS OF ANY STATE OR FEDERAL HOLIDAYS UNLESS OTHERWISE APPROVED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.

15. ALL WORK ZONES ARE TO BE SET UP AND MAINTAINED BY SOMEONE WHO HAS THE TEXAS DEPARTMENT OF TRANSPORTATION INTERMEDIATE TRAFFIC CONTROL LEVEL TRAINING OR EQUIVALENT.

16. THE PERMITTING AGENCY RETAINS THE RIGHT TO MAKE ALTERATIONS TO THE PERMIT, ATTACHED SKETCH OR CHARACTER OF WORK AS MAY BE CONSIDERED NECESSARY OR DESIRABLE DURING THE PROGRESS OF THE WORK FOR SATISFACTORY COMPLETION OF THE PROPOSED CONSTRUCTION.

17. THE PERMITTEE SHALL NOTIFY THE PERMITTING AGENCY OF DATE OF COMPLETION, REQUEST A FINAL INSPECTION AND A NOTICE OF FINAL ACCEPTANCE.

18. IF THE PROPOSED CANNOT BE INSTALLED PER THE APPROVED PERMITTED PLAN AND BY GENERAL SPECIFICATIONS, A REVISED PLAN MUST BE PROVIDED TO THE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO THE INSTALLATION OF PRODUCTS OR MATERIALS AT THE GIVEN LOCATIONS WHERE CONFLICTS OCCUR.

19. CONTRACTOR SHALL RESTORE RIGHT-OF-WAY TO EQUAL OR BETTER CONDITION UPON COMPLETION OF WORK AND TO THE SATISFACTION OF THE STATE DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCY AT NO ADDITIONAL COMPENSATION.

19.1. RESTORATION MAY INCLUDE BUT IS NOT LIMITED TO GRADING AND SODDING IN ANY DISTURBED AREA.

19.2. ANY SIDEWALK DISTURBED WILL BE REPLACED BY SECTION WITHIN 72 HOURS TO THE STATE DEPARTMENT OF TRANSPORTAION SPECIFICATIONS.

20. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO GENERAL FACILITIES AND/OR PRIVATE PROPERTY CAUSED BY CONSTRUCTION OF THE PROJECT.

21. ALL ROADWAY PAVEMENT, CURBS,GUTTERS AND STORM WATER COLLECTORS WILL BE KEPT FREE OF MUD AND OTHER DEBRIS AT ALL TIMES DURING CONSTRUCTION.

22. NO STOCKPILING, STORING OR SEMI PERMANENT USE OF THE RIGHT OF WAY IS AUTHORIZED UNLESS SPECIFICALLY IDENTIFIED WITHIN THE PERMIT.

23. THE CONTRACTOR SHALL HAVE AN AUTHORIZED PERSON AVAILABLE AT/OR NEAR THE WORK SITE TO ADDRESS EMERGENCY ISSUES ASSOCIATED WITH THE PROJECT.

ADA COMPLIANCE NOTES

1. ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II AND ALL STATE DEPARTMENT OF TRANSPORTATION AND LOCAL STANDARDS. USE STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS FOR PEDESTRIAN CONTROL PLANS FOR CLOSURE OF SIDEWALK.

2. MINIMUM SIDEWALK CLEAR PEDESTRIAN ACCESS ROUTE (PAR) IS 48" WIDE.

3. NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK UP TO 7'-0" IN HEIGHT.

DRAWINGS

1. THE WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE FOLLOWING ATTACHED DRAWINGS THAT ARE HEREBY MADE A PART OF THE STATEMENT OF WORK, BY THIS REFERENCE.

SPECIFICATIONS

1. THE WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THAT CERTAIN "MASTER AGREEMENT, OUTSIDE PLANT MAINTENANCE CONSTRUCTION SERVICES," PROVIDED THAT SUCH AN AGREEMENT EXISTS BETWEEN FLOCK SAFETY AND CONTRACTOR. IN THE ABSENCE OF SUCH AN AGREEMENT, THE SPECIFICATIONS CONTAINED IN AN AGREEMENT TO BE EXECUTED BY THE PARTIES PRIOR TO THE COMMENCEMENT OF WORK SHALL GOVERN.

MATERIALS

1. INSTALLER SHALL RECEIVE FLOCK SAFETY MATERIALS AT A FLOCK SAFETY LEASED WAREHOUSE FACILITY OR AT THE LOCAL TSO LOCATED AT (CONTACT 24 HOURS IN ADVANCE): 1170 HOWELL MILL RD NW, ATLANTA, GA 30318.

1.1. ALL UNUSED AND REQUESTED SALVAGED MATERIAL TO BE RETURNED TO SAME ADDRESS.

2. THE RECEIPT OF ALL MATERIALS SHALL BE CONSTRUED AS CONCLUSIVE EVIDENCE THAT THE CONTRACTOR HAS MADE ALL NECESSARY EXAMINATION AND INSPECTIONS, AND IS SATISFIED AS TO THE QUALITY AND QUANTITY OF MATERIALS RECEIVED.

3. ANY AND ALL MATERIALS THAT MAY BECOME LOST, STOLEN OR DAMAGED SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE EXPENSE, AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN TIME

SAFETY AND PRECAUTIONS

1. ALL PERSONNEL ARE REQUIRED TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE FLOCK SAFETY REQUIREMENTS, RAILROAD SAFETY CODE AND GOVERNING JURISDICTION.

2. THE WORK UNDER THIS INSTALLATION WILL BE CONSTRUCTED ALONG RIGHTS OF WAY THAT MAY CONTAIN EXISTING AND OPERATIONAL UTILITIES.THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND FOR COMPLIANCE WITH THE REQUIREMENTS OF ANY STATEWIDE AND / OR LOCAL AREA IN ADVANCE OF ANY EXCAVATION, BORING OR PLACING WORK AND THE CONTRACTOR SHALL LOCATE AND EXPOSE BY HAND ALL EXISTING SUBSURFACE PLANT.ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE EXPENSE AND ANY DELAY INCURRED SHALL NOT BE CAUSE FOR AN EXTENSION IN THE TIME OF THE CONTRACT.

3. INSTALLER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTIES. INSTALLER SHALL PROTECT, SHORE, BRACE, SUPPORT AND MAINTAIN ALL UNDERGROUND PIPES, CONDUITS, DRAINS AND OTHER SUBSURFACE STRUCTURES UNCOVERED OR OTHERWISE AFFECTED BY THE WORK.

4. INSTALLER SHALL BE RESPONSIBLE FOR ALL DAMAGE TO STREETS, ROADS, HIGHWAYS, SHOULDERS, DITCHES, EMBANKMENTS, CULVERTS, BRIDGES OR OTHER PUBLIC OR PRIVATE PROPERTY OR FACILITY, REGARDLESS OF LOCATION OR CHARACTER, WHICH MAY BE CAUSED BY THE WORK, OR BY MOVING, HAULING, OR OTHERWISE TRANSPORTING EQUIPMENT, MATERIALS OR WORKERS TO OR FROM WORK OR ANY SITE THEREOF, WHETHER BY THE CONTRACTOR OR SUBCONTRACTORS.

STAKING AND SCHEDULING

1. ALL STAKING WILL BE PROVIDED BY FLOCK SAFETY. REQUIRED RIGHT OF WAY CLEARING SHALL BE COMPLETED PRIOR TO STAKING: THEREFORE, THE INSTALLER SHALL COORDINATE ALL CLEARING AND PLACING OPERATIONS WITH THE FLOCK SAFETY PROJECT SUPERVISOR TO AVOID DELAYS AND INTERFERENCE.

2. FLOCK SAFETY WILL PROVIDE RAILROAD, FLAGMEN AND SIGNALMEN AS REQUIRED; HOWEVER, THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE ITS NEEDS FOR SUCH SIGNALMEN AND FLAGMEN WITH FLOCK SAFETY.

3. IN ADDITION TO THE SCHEDULING REQUIREMENTS IN THE GENERAL PROVISIONS, UPON REQUEST THE CONTRACTOR SHALL ALSO SUBMIT TO THE FLOCK SAFETY PROJECT SUPERVISOR, DAILY CREW ASSIGNMENT REPORTS SPECIFYING CREW AND CREW COMPOSITION AND WORK LOCATION.

PERMITS

1. FLOCK SAFETY HAS OBTAINED OR WILL OBTAIN PERMITS FROM DEPARTMENTS AND/OR AGENCIES OF CITIES, COUNTIES, STATES, FEDERAL GOVERNMENT, RAILROAD OR OTHER ENTITIES, WHICH PROVIDE FOR THE PLACING OF PIPES AND/OR CABLE UNDER DITCH, TRACKS AND ROADS AND PLACING PIPES AND/OR CABLE ALONG AND WITHIN PUBLIC OR PRIVATE ROAD RIGHTS OF WAY AND RAILROAD RIGHTS.

2. CONTRACTOR SHALL OBTAIN ADDITIONAL PERMITS, IF REQUIRED, FOR EQUIPMENT ACCESS OR MOVEMENT ON PUBLIC ROADS AND RAILROADS. COPIES OF SUCH PERMITS SHALL BE FURNISHED TO FLOCK SAFETY. ALL TRAFFIC CONTROL, IF APPLICABLE, SHALL BE IN ACCORDANCE WITH LOCAL, STATE, COUNTY, OR PERMITTING AGENCY LAWS, REGULATIONS, AND REQUIREMENTS, AND WILL BE THE CONTRACTOR'S RESPONSIBILITY. TRAFFIC CONTROL PLANS PROVIDED BY CURRENT TEXAS DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS.

SCOPE OF WORK

1. THIS PROJECT SHALL CONSIST OF THE FOLLOWING OPERATIONS: THE WORK PACKAGE IS FOR THE INSTALLATION OF FLOCK SAFETY ALPR CAMERAS WHICH INCLUDES BUT IS NOT LIMITED TO: FLOCK SAFETY PROVIDED POLES, POLE MOUNTED SOLAR PANELS, AND EXTERNAL BATTERY PACKAGES.

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TX - Texas Financial Crimes Intelligence Center

01028929

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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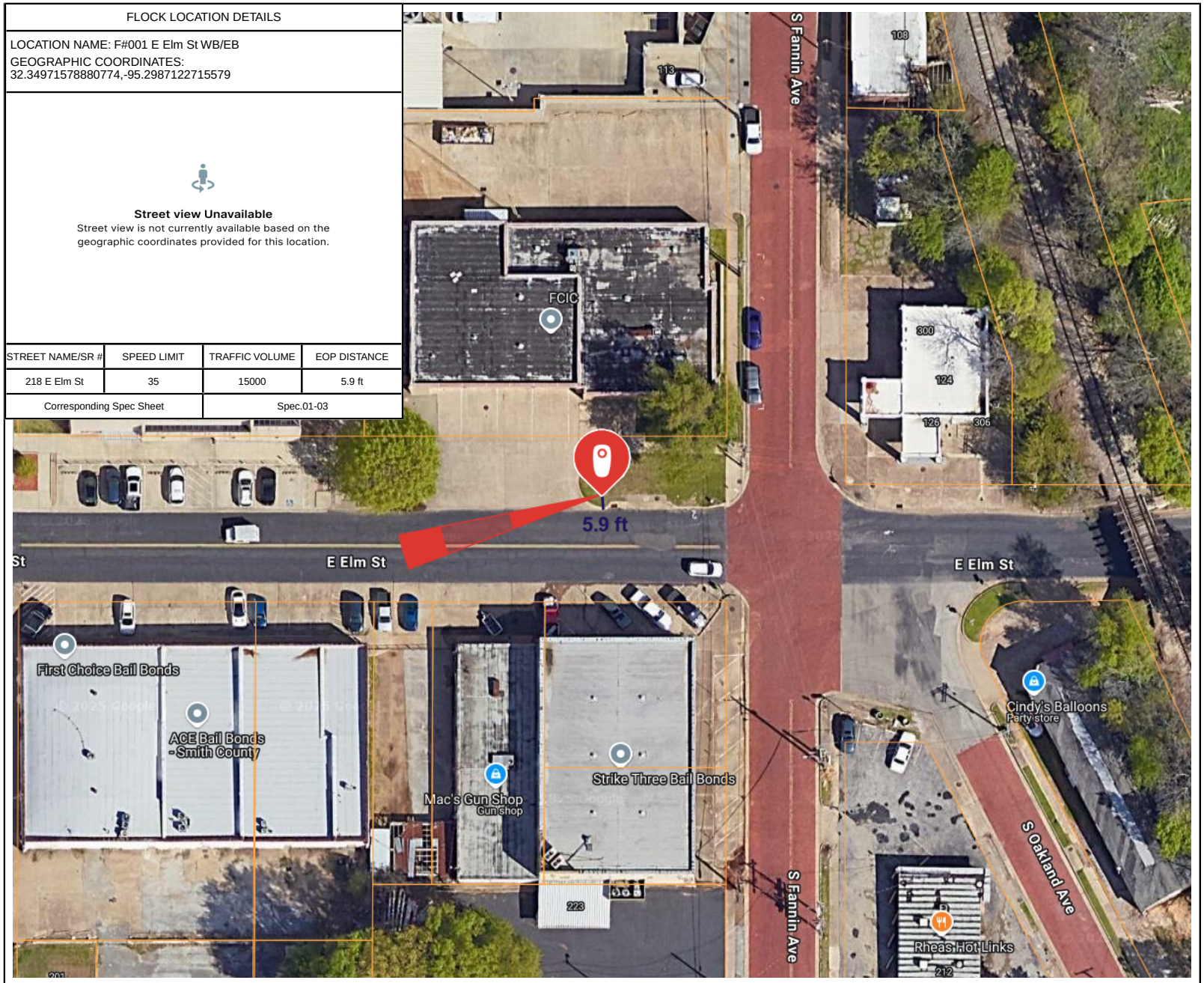
FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS	
SHEET: **GN.01**	REV: **0**

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FLOCK LOCATION DETAILS			
LOCATION NAME: F#001 E Elm St WB/EB GEOGRAPHIC COORDINATES: 32.34971578880774,-95.2987122715579			
Street view Unavailable Street view is not currently available based on the geographic coordinates provided for this location.			
STREET NAME/SR #	SPEED LIMIT	TRAFFIC VOLUME	EOP DISTANCE
218 E Elm St	35	15000	5.9 ft
Corresponding Spec Sheet		Spec.01-03	



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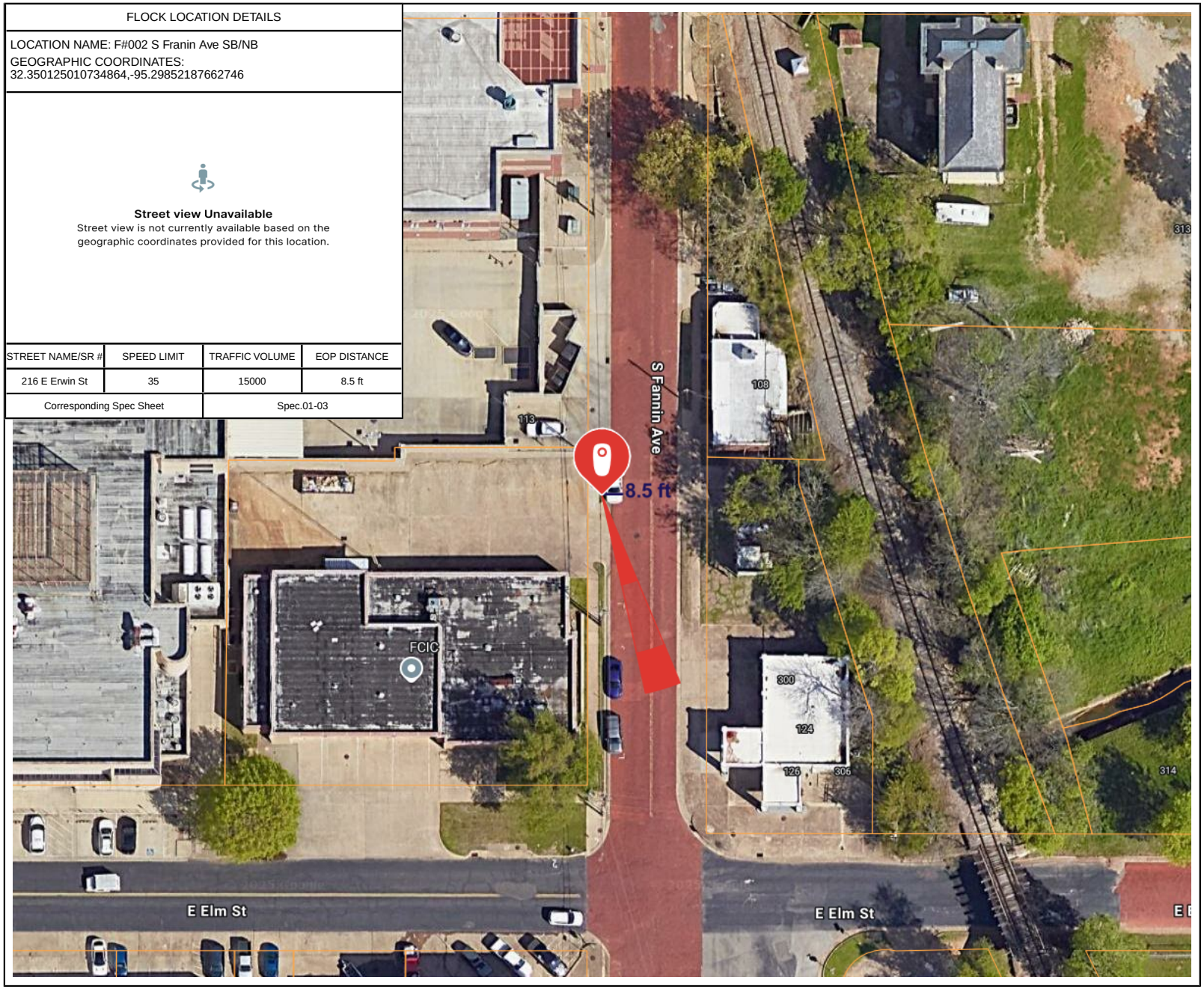
FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS	
SHEET: **A.01**	REV: **0**

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FLOCK LOCATION DETAILS			
LOCATION NAME: F#002 S Franin Ave SB/NB GEOGRAPHIC COORDINATES: 32.350125010734864,-95.29852187662746			
Street view Unavailable Street view is not currently available based on the geographic coordinates provided for this location.			
STREET NAME/SR #	SPEED LIMIT	TRAFFIC VOLUME	EOP DISTANCE
216 E Erwin St	35	15000	8.5 ft
Corresponding Spec Sheet		Spec.01-03	



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FLOCK SAFETY EQUIPMENT INSTALLATION

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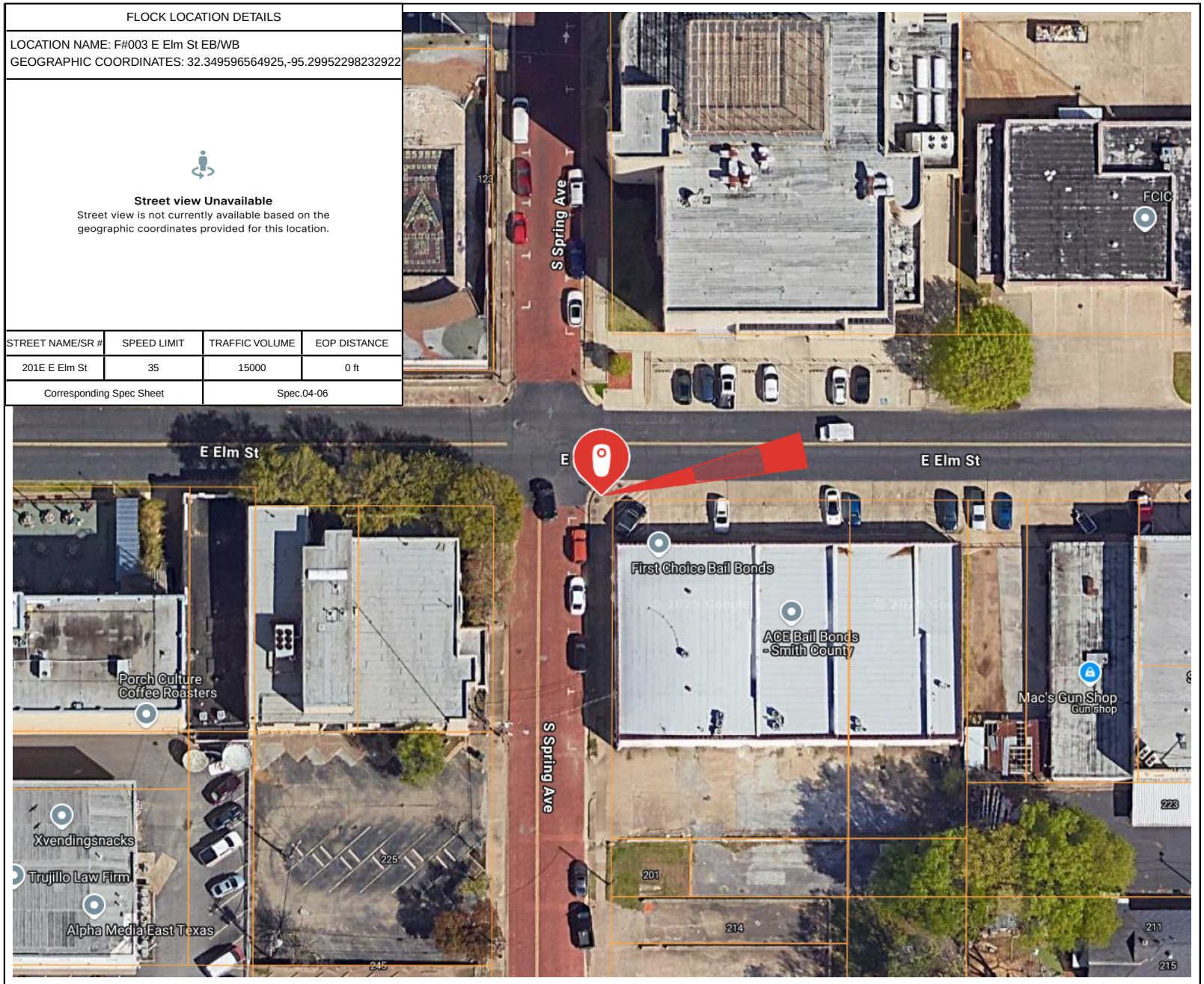
COVER SHEET & LOCATION MAPS	
SHEET: **A.02**	REV: **0**

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FLOCK LOCATION DETAILS
LOCATION NAME: F#003 E Elm St EB/WB GEOGRAPHIC COORDINATES: 32.349596564925,-95.29952298232922

Street view Unavailable
Street view is not currently available based on the geographic coordinates provided for this location.

STREET NAME/SR #	SPEED LIMIT	TRAFFIC VOLUME	EOP DISTANCE
201E E Elm St	35	15000	0 ft
Corresponding Spec Sheet		Spec.04-06	



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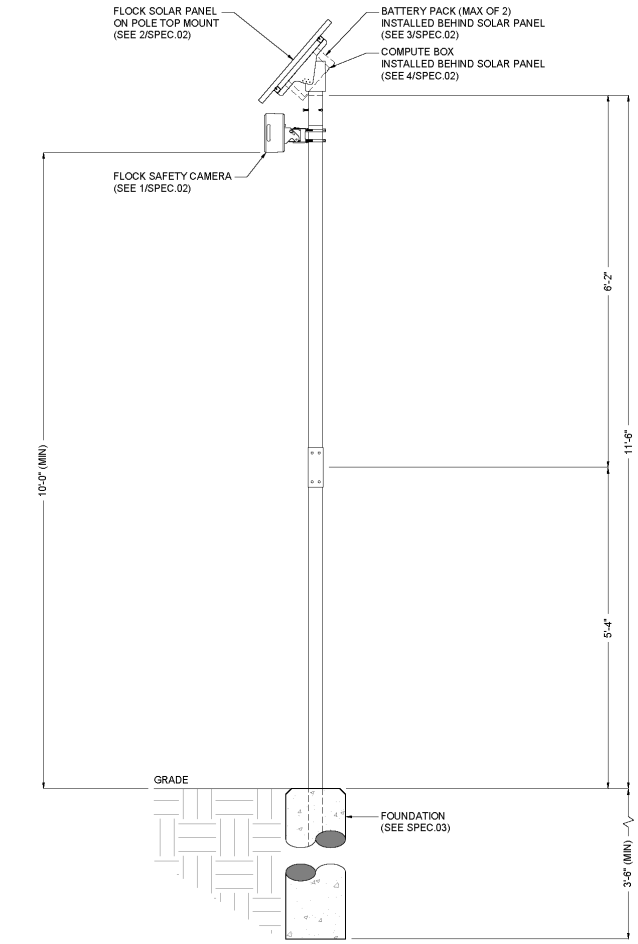
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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS	
SHEET: **A.03**	REV: **0**

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1 POLE ELEVATION DETAIL
SCALE: 1:20

DESIGN NOTES

1. POLE AND FOUNDATIONS ARE DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES:
   1.1. 2009/2012/2015/2018/2021 INTERNATIONAL BUILDING CODE
   1.2. AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORT FOR HIGHWAY SIGNS, LUMIN, TRAFFIC SIGNALS, 2015 EDITION.
2. POLE ANALYSIS AND FOUNDATION DESIGN ARE BASED ON THE FOLLOWINGCRITERIA
   2.1. DESIGN WIND SPEED (Vult)): (SEE SECTION 2.6)
   2.2. RISK CATEGORY: II
   2.3. EXPOSURE CATEGORY: C
   2.4. TOPOGRAPHIC CATEGORY: 1
   2.5. SEISMIC DESIGN CRITERIA:
      2.5.1. SOIL SITE CLASS: D (ASSUMED)
      2.5.2. SPECTRAL RESPONSE, Ss: 1.000g (MAXIMUM)
      2.5.3. SPECTRAL RESPONSE, S1: 0.400G (MAXIMUM)
      2.5.4. SEISMIC DESIGN CATEGORY: B
   2.6. STRUCTURE BASE REACTIONS ARE CALCULATED AS FOLLOWS:

DESIGN WIND SPEED (MPH)	MOMENT (K-FT)	SHEAR (KIP)	AXIAL (KIP)
115	2.70	0.280	0.160
125	3.20	0.330	0.160
135 (MAX)	3.70	0.380	0.160

   2.7. SHOULD ANY OF THE SITE-SPECIFIC PARAMETERS BE HIGHER THAN WHAT IS NOTED ABOVE, THE EOR SHALL BE CONTACTED TO PROVIDE A REVISED DESIGN.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO INSTALLATION.
4. FOUNDATION TO CONSIST OF CONCRETE SURROUNDING THE PROPSED POLE WITH A MINMUM OF 3,000-PSI COMPRESSIVE STRENGTH.

GENERAL & CONSTRUCTION NOTES

1. CONTRACTOR SHALL CONTACT DESIGNATED AGENCY TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL JURISDICTION STANDARDS.
3. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO ORIGINAL SITE CONDITION TO THE SATISFACTION OF STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION.
4. ALL WORK SHALL CONFORM TO APPLICABLE ELECTRICAL CODES EXCEPT WHEN STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION STANDARDS SUPERSEDE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS DEFINED BY THE STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION, UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.

ADA COMPLIANCE NOTES

1. ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II, STATE DEPARTMENT OF TRANSPORTATION, AND LOCAL JURISDICTION STANDARDS,
2. STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS SHALL BE USED FOR PEDESTRIAN CONTROL PLANS WHEN CLOSURE OF SIDEWALK IS REQUIRED FOR CONSTRUCTION.
3. MINIMUM CLEAR PEDESTRIAN ACCESS ROUTE (PAR) SHALL BE 48" WIDE.
4. NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK. UP TO AN ELEVATION OD 7'-0" ABOVE GRADE.

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Flock Safety
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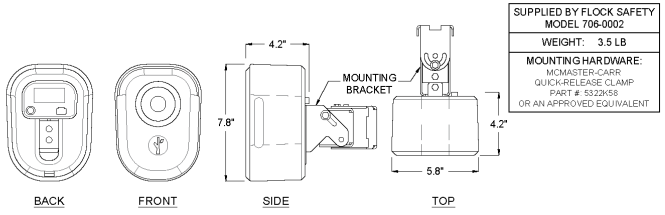
FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS

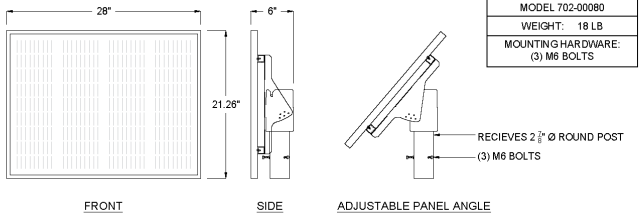
SHEET:	REV:
SPEC.01	**0**

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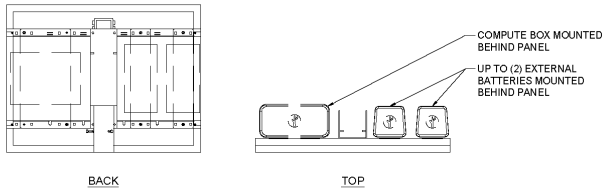


SUPPLIED BY FLOCK SAFETY MODEL 706-0002
WEIGHT: 3.5 LB
MOUNTING HARDWARE: MCMASTER-CARR QUICK-RELEASE CLAMP PART # 5322K58 OR AN APPROVED EQUIVALENT

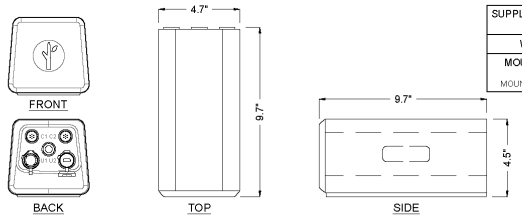
1 FLOCK SAFETY CAMERA
SCALE: N/A



SUPPLIED BY FLOCK SAFETY MODEL 702-00080
WEIGHT: 18 LB
MOUNTING HARDWARE: (3) M6 BOLTS

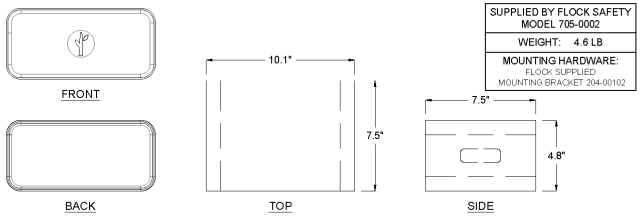


2 65 WATT SOLAR PANEL AND MOUNT ASSEMBLY (TOP MOUNTED)
SCALE: N/A



SUPPLIED BY FLOCK SAFETY MODEL 705-0002
WEIGHT: 5.9 LB
MOUNTING HARDWARE: FLOCK SUPPLIED MOUNTING BRACKET 204-00101

3 FLOCK EXTERNAL BATTERY
SCALE: N/A



SUPPLIED BY FLOCK SAFETY MODEL 705-0002
WEIGHT: 4.6 LB
MOUNTING HARDWARE: FLOCK SUPPLIED MOUNTING BRACKET 204-00102

4 FLOCK COMPUTE BOX
SCALE: N/A

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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS	
SHEET: **SPEC.02**	REV: **0**

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ITEM NO.	DESCRIPTION	QTY.
1	2.5" SCH 40 2.875OD 74.000L	1
2	2.5 SCH 40 2.875OD 94.000L	1
3	BUT TORX 0.250-20 TAMPER-RESISTANT	6
4	INSERT SLEEVE STYLE 7 TAPPED	1
5	ORING	1
6	WASHER	6
7	CONCRETE FOOTING	1
8	HBOLT 0.2500-20	1

PROVELI STYLE 7 COUPLER ASSEMBLY

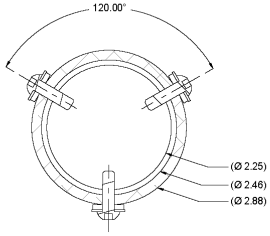
PART #: 1020-01

MATERIAL: VARIES

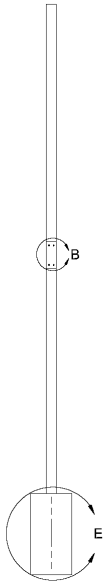
WEIGHT: 168.42 LBS

DATE: 09/27/2023

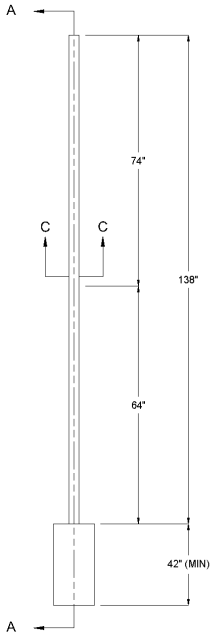
DO NOT SCALE DRAWINGS (NTS)

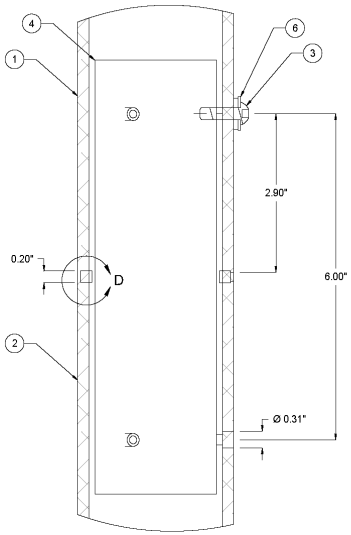


SECTION C-C

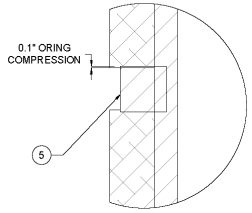


SECTION A-A

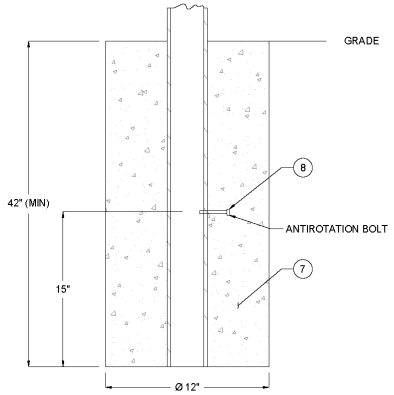




DETAIL B



DETAIL D



DETAIL E

NOTE: CONCRETE SHALL HAVE A MINMUM COMPRESIVE STRENGTH OF 3,000 PSI.

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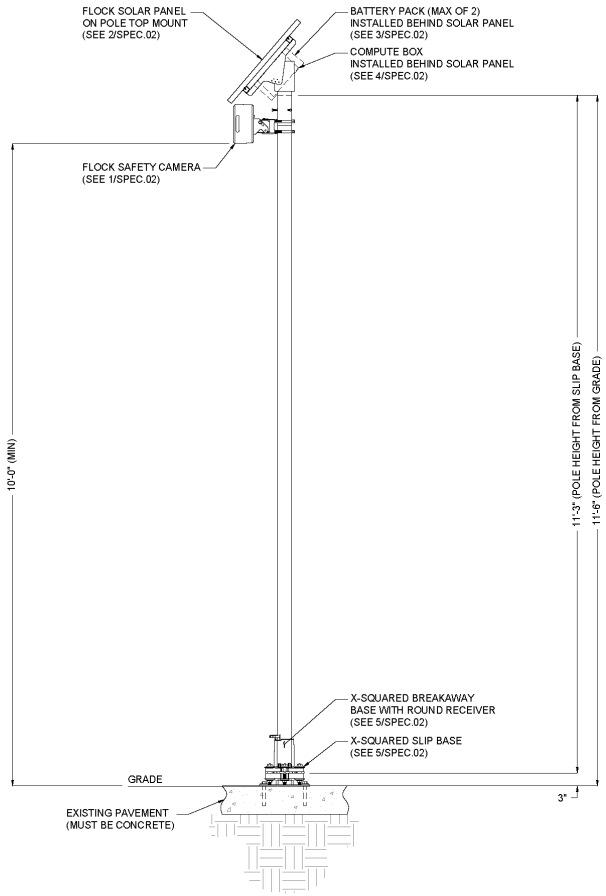
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FLOCK SAFETY EQUIPMENT INSTALLATION

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COVER SHEET & LOCATION MAPS	
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1 POLE ELEVATION DETAIL
SCALE: 1:20

DESIGN NOTES

1. POLE AND FOUNDATIONS ARE DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES:
   1.1. 2009/2012/2015/2018/2021 INTERNATIONAL BUILDING CODE
   1.2. AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORT FOR HIGHWAY SIGNS, LUMIN, TRAFFIC SIGNALS, 2015 EDITION.
2. POLE ANALYSIS AND FOUNDATION DESIGN ARE BASED ON THE FOLLOWINGCRITERIA
   2.1. DESIGN WIND SPEED (Vult)): (SEE SECTION 2.6)
   2.2. RISK CATEGORY: II
   2.3. EXPOSURE CATEGORY: C
   2.4. TOPOGRAPHIC CATEGORY: 1
   2.5. SEISMIC DESIGN CRITERIA:
      2.5.1. SOIL SITE CLASS: D (ASSUMED)
      2.5.2. SPECTRAL RESPONSE, Ss: 1.000g (MAXIMUM)
      2.5.3. SPECTRAL RESPONSE, S1: 0.400G (MAXIMUM)
      2.5.4. SEISMIC DESIGN CATEGORY: B
   2.6. STRUCTURE BASE REACTIONS ARE CALCULATED AS FOLLOWS:

DESIGN WIND SPEED (MPH)	MOMENT (K-FT)	SHEAR (KIP)	AXIAL (KIP)
115	2.70	0.280	0.160
125	3.20	0.330	0.160
135 (MAX)	3.70	0.380	0.160

   2.7. SHOULD ANY OF THE SITE-SPECIFIC PARAMETERS BE HIGHER THAN WHAT IS NOTED ABOVE, THE EOR SHALL BE CONTACTED TO PROVIDE A REVISED DESIGN.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO INSTALLATION.
4. FOUNDATION TO CONSIST OF CONCRETE SURROUNDING THE PROPSED POLE WITH A MINMUM OF 3,000-PSI COMPRESSIVE STRENGTH.

GENERAL & CONSTRUCTION NOTES

1. CONTRACTOR SHALL CONTACT DESIGNATED AGENCY TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL JURISDICTION STANDARDS.
3. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO ORIGINAL SITE CONDITION TO THE SATISFACTION OF STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION.
4. ALL WORK SHALL CONFORM TO APPLICABLE ELECTRICAL CODES EXCEPT WHEN STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION STANDARDS SUPERSEDE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS DEFINED BY THE STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION, UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.

ADA COMPLIANCE NOTES

1. ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II, STATE DEPARTMENT OF TRANSPORTATION, AND LOCAL JURISDICTION STANDARDS,
2. STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS SHALL BE USED FOR PEDESTRIAN CONTROL PLANS WHEN CLOSURE OF SIDEWALK IS REQUIRED FOR CONSTRUCTION.
3. MINIMUM CLEAR PEDESTRIAN ACCESS ROUTE (PAR) SHALL BE 48" WIDE.
4. NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK. UP TO AN ELEVATION OD 7'-0" ABOVE GRADE.

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01028929

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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-	-	-	-
-	-	-	-
-	-	-	-
0	04/10/2025	FLK	PRELIM

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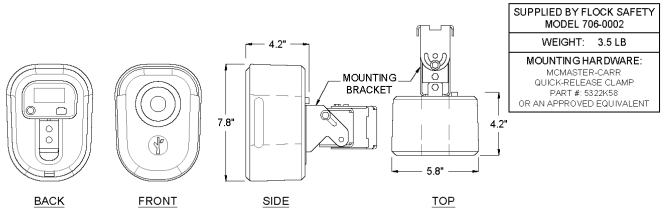
FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS

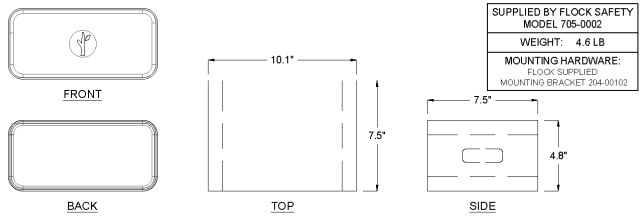
SHEET:	REV:
SPEC.04	**0**

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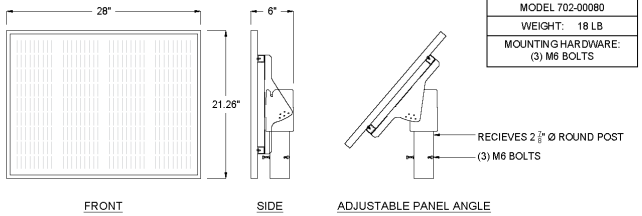
SUPPLIED BY FLOCK SAFETY MODEL 706-0002
WEIGHT: 3.5 LB
MOUNTING HARDWARE: MCMASTER-CARR QUICK-RELEASE CLAMP PART # 5322K58 OR AN APPROVED EQUIVALENT

1 FLOCK SAFETY CAMERA
SCALE: N/A

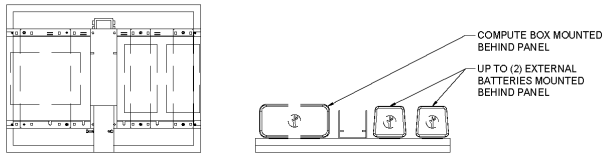


SUPPLIED BY FLOCK SAFETY MODEL 705-0002
WEIGHT: 4.6 LB
MOUNTING HARDWARE: FLOCK SUPPLIED MOUNTING BRACKET 204-00102

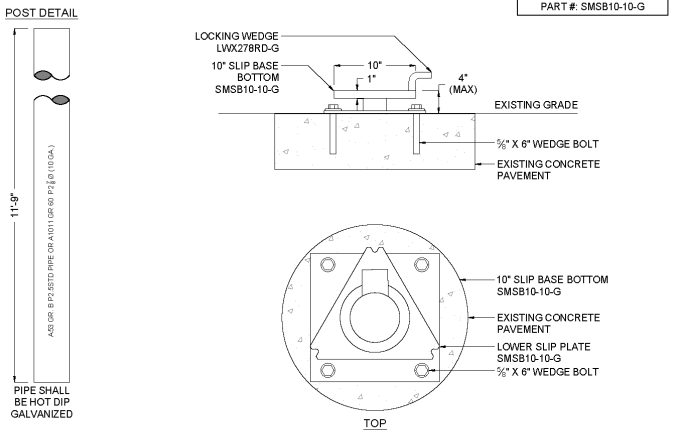
4 FLOCK COMPUTE BOX
SCALE: N/A



SUPPLIED BY FLOCK SAFETY MODEL 702-00080
WEIGHT: 18 LB
MOUNTING HARDWARE: (3) M6 BOLTS

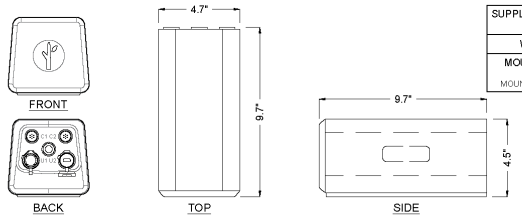


2 65 WATT SOLAR PANEL AND MOUNT ASSEMBLY (TOP MOUNTED)
SCALE: N/A



MANUFACTURER: XCESSORIES SQUARED PART #: SMSB10-10-G

5 SURFACE MOUNT POLE BASE (SEE SPEC.03)
SCALE: N/A



SUPPLIED BY FLOCK SAFETY MODEL 705-0002
WEIGHT: 5.9 LB
MOUNTING HARDWARE: FLOCK SUPPLIED MOUNTING BRACKET 204-00101

3 FLOCK EXTERNAL BATTERY
SCALE: N/A

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ATLANTA, GA 30318

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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

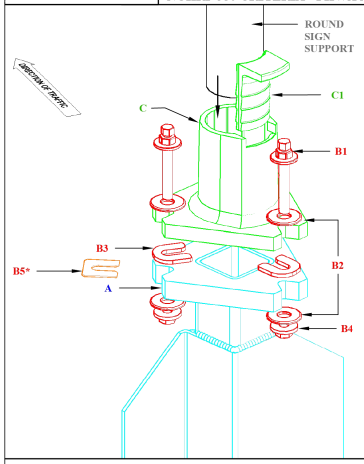
COVER SHEET & LOCATION MAPS	
SHEET: **SPEC.05**	REV: **0**

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XCESSORIES SQUARED
Development & Manufacturing Inc.

INSTALLATION GUIDE **REDI-TORQUE MODEL 280** OMNI DIRECTIONAL SLIP BASE
(COMBINATION ANCHOR WITH LOWER SLIP PLATE). RECEIVES ROUND SIGN SUPPORT

RT280U-RD1	MASH-16 COMPLIANT FOR INTERSECTIONS and MAINLINE ROADWAYS NCHRP 350 CRITERIA - FHWA ACCEPTANCE LETTERS SS-134 & SS-134A	November 15, 2022	XCESSORIES SQUARED DEV. & MFG. CO., INC. AUBURN, IL 62615 TEL: (800) 621-7948 FAX: (217) 438-3917 www.x-sqrd.com



PARTS LIST

A: Unibase - Lower Slip Plate

ITEM	QTY	DESCRIPTION
A	1	Combination Anchor/Lower Slip Plate

B: Redi-Torque Match Plate Hardware

ITEM	QTY	DESCRIPTION
B1	3	½"-13 x 3" Gr. 8 Redi-Torque Bolt
B2	6	5/8" U.S.S. Flat Washer
B3	3	3/16" thick, Teflon Coated Slip Washer
B4	3	½"-13 Gr. 8 large diameter Flange Nut
B5*	0	1/16" thick Leveling Shim

* may not be necessary for every installation

C: Upper Slip Plate Sub-Assembly

ITEM	QTY	DESCRIPTION
C	1	Top Receiver for Round Sign Support
C1	1	Round Sign Support Locking Wedge

STEP A

1. Install appropriate Unibase (A) plumb & squared up with road, with point of triangular slip plate facing oncoming traffic.
2. Depth of embeddment to leave 2-½" (+1½/-½") from grade to top of Lower Slip Plate of Unibase (A).
   NOTE: *For soil or concrete installation options, see details at lower left.*
   NOTE: *If installing in concrete, auger the footing hole shallow enough to be able to drive 3-4 inches of Unibase (A) into the bottom of the hole. This will help stabilize the unit as concrete is being poured and cured while also allowing for proper drainage.*
   NOTE: *On multi-leg installations, be sure that all Unibases are squared & lined up with each other.*

STEP B

1. Place one each teflon coated Slip Washer (B3) on top of Lower Slip Plate of Unibase (A) at each notched point with open end of slot facing center of triangular slip plate. Leave enough room between the closed ends of the slot/notch to allow 9/16" Redi-Torque Bolt (B1) to pass through.
2. Place Upper Slip Plate (C) onto the three Slip Washers (B3) properly indexed so that the round post receiver notched portion is pointing toward oncoming traffic.
3. Slide 1 each 5/8" Flat Washer (B2) on to each Redi-Torque Bolt (B1) then insert Bolt (B1) with Washer (B2) down through notched points of Upper Slip Plate (C), slot of Slip Washer (B3) and notched point of Lower Slip Plate of Unibase (A).
4. Slide 1 each 5/8" Flat Washer (B2) up on exposed thread of each Bolt (B1) followed by threading 1 each ½" Flange Nut (B4) on to each Bolt (B1) as tight as can reasonably be attained using *the ¾" (larger) hex and* ***NOT*** *the 9/16" (smaller) hex.*

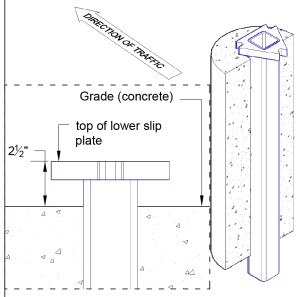
STEP C

1. Insert Round Sign Support into Upper Slip Plate (C) top receiver until support bottoms out.
2. With a hand held hammer, drive the round sign support Locking Wedge (C1) into the Slip Base Top (C) receiver at the pre-determined notch. (The Locking Wedge does not need to be driven flush with top of Upper Slip Plate receiver)

   ***SHIMMING:** Before moving on to step 3, check the plumb of the sign support(s). If necessary, 1/16" thick Leveling Shim(s) (B5) may be used at the appropriate point(s) between slip plates. To re-plumb, loosen Bolt (B1) at desired point enough to lean the Upper Slip Plate (C) back and slide Leveling Shim (B5) into place. Shim(s) should be placed under Teflon Coated Slip Washer. *Maximum of 2 each Leveling Shims per notched point.*
3. After Locking wedge (C1) is securely in place. loosen each Bolt (B1) and Nut (B4), one at a time, then retighten each Bolt (B1), using the 9/16" (smaller) hex, until the 9/16" hex head twists off from the ¾" hex head. This will set the proper torque level of 52 ft-lbs.

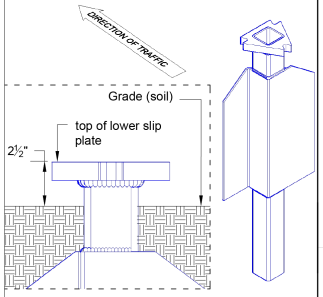
1. UP TO A MAXIMUM OF THREE OMNI DIRECTIONAL SLIP BASES WITH REDI-TORQUE MODEL 280 MATCHPLATE HARDWARE MAY BE INSTALLED WITHIN A SEVEN FOOT SPAN ON MAINLINE ROADWAY.
2. FOR ADDITIONAL WINDLOAD CAPABILITY, A HEAVIER GAUGE POST MAY BE USED.

***CONCRETE* INSTALLATION DETAIL**

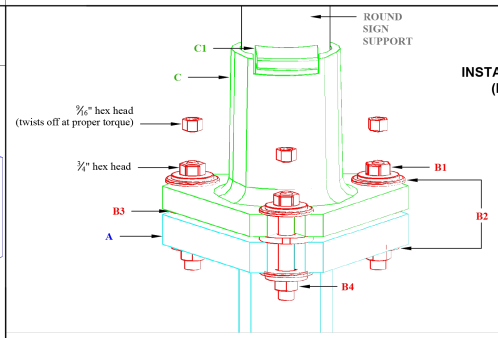


NOTE: Recommended footing size a minimum of 12" in diameter and 30" deep.

DIRECT DRIVEN *SOIL* INSTALLATION DETAIL



NOTE: Install with the widest bearing surface of the stabilizing wing parallel with the face of the sign.



INSTALLED VIEW (FRONT)

REINSTALLATION PROCEDURE:

NOTE: All match plate hardware components are generally reusable except the Redi-Torque Bolts (B1)

1. Remove sign support Locking Wedge (C1) from Upper Slip Plate(C) receiver with a hand held hammer.
2. Place Upper Slip Plate(C) on Lower Slip Plate of Unibase (A) to check for warpage and level of slip plates.
3. Visually check all welds and castings for fractures or other damage.
4. When assured both Lower Slip Plate (A) and Upper Slip Plate (C) are reusable employ new or reused hardware (B) with NEW Redi-Torque Bolts (B1) then follow installation procedures, starting with STEP B.

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0	04/10/2025	FLK	PRELIM

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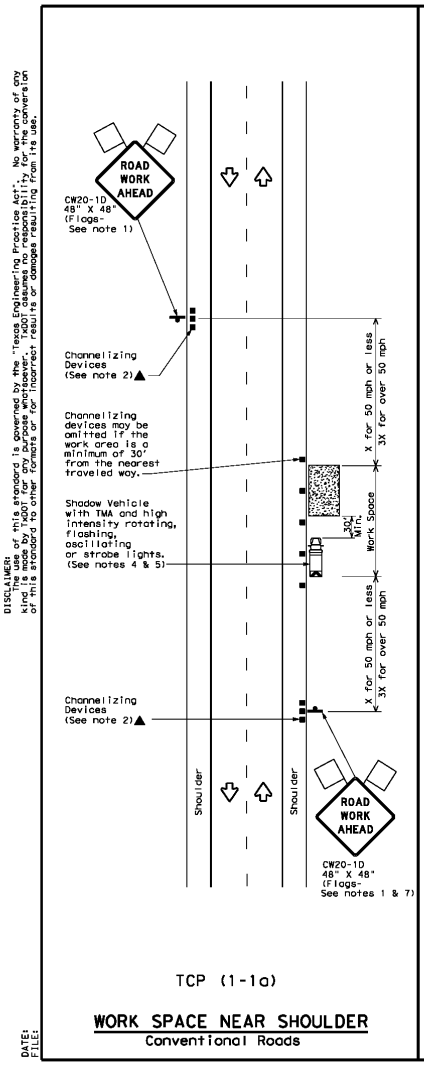
FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS

SHEET:	REV:
SPEC.06	**0**

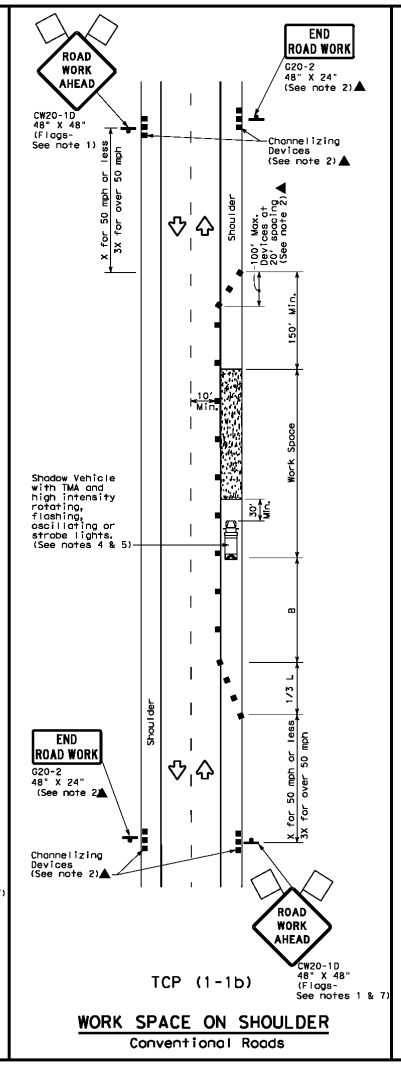
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TCP (1-1a)

WORK SPACE NEAR SHOULDER

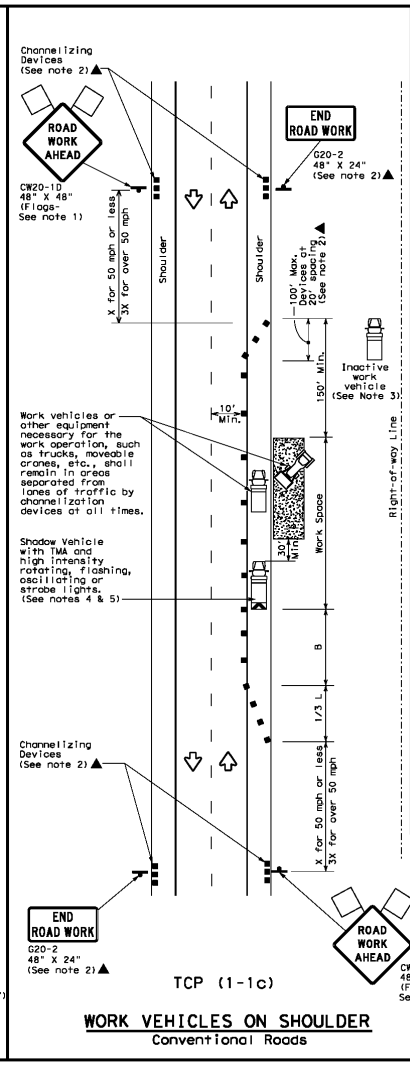
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	(M)	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn | DN: | CK: | DW: | CK:

©TxDOT December 1985 | CONT | SECT | JOB | HIGHWAY

REVISIONS

2-94 4-98
8-95 2-12
1-97 2-18

DIST | COUNTY | SHEET NO.

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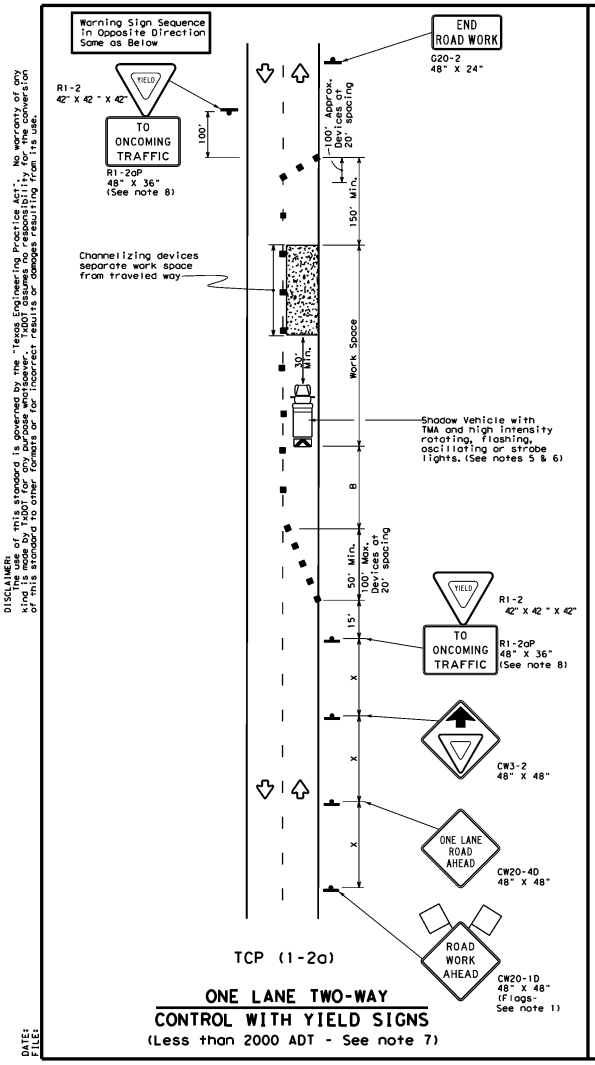
FLOCK SAFETY EQUIPMENT INSTALLATION

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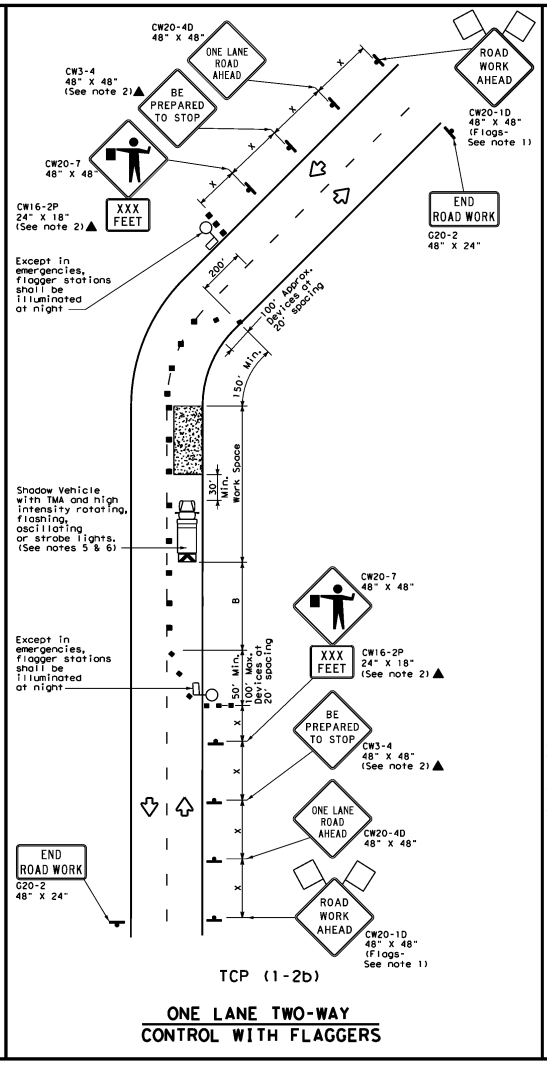
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TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

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40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-90 4-98	DIST	COUNTY		SHEET NO.
2-94 2-12				
1-97 2-18				

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TX - Texas Financial Crimes Intelligence Center

01028929

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	04/10/2025	FLK	PRELIM

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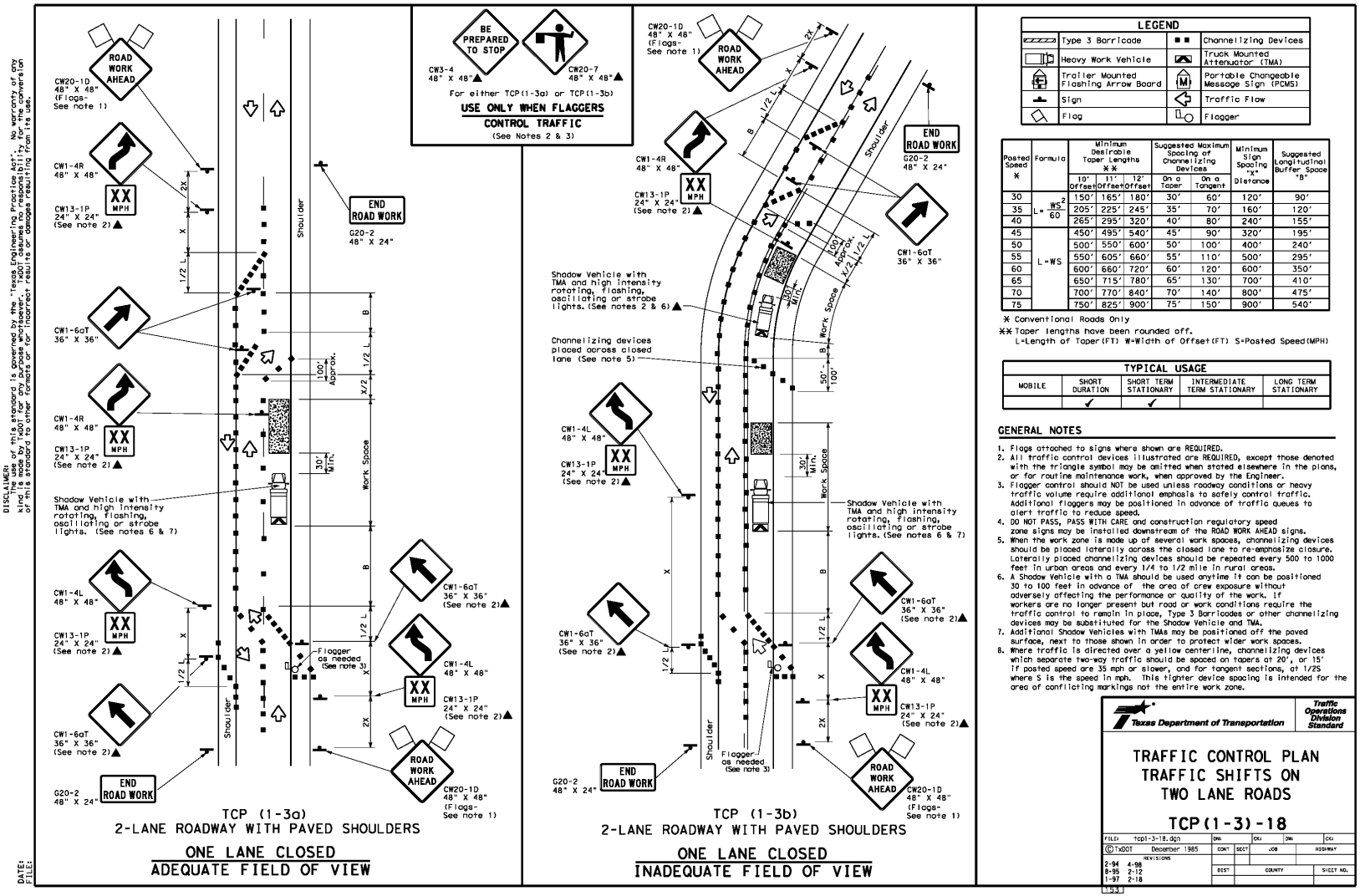
FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS

SHEET:	REV:
TCP.02	**0**

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DATE:
FILE:

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
4. DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
5. When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
8. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO LANE ROADS
TCP(1-3)-18

FILE: tcp1-3-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12				
1-97 2-18				

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TX - Texas Financial Crimes Intelligence Center

01028929

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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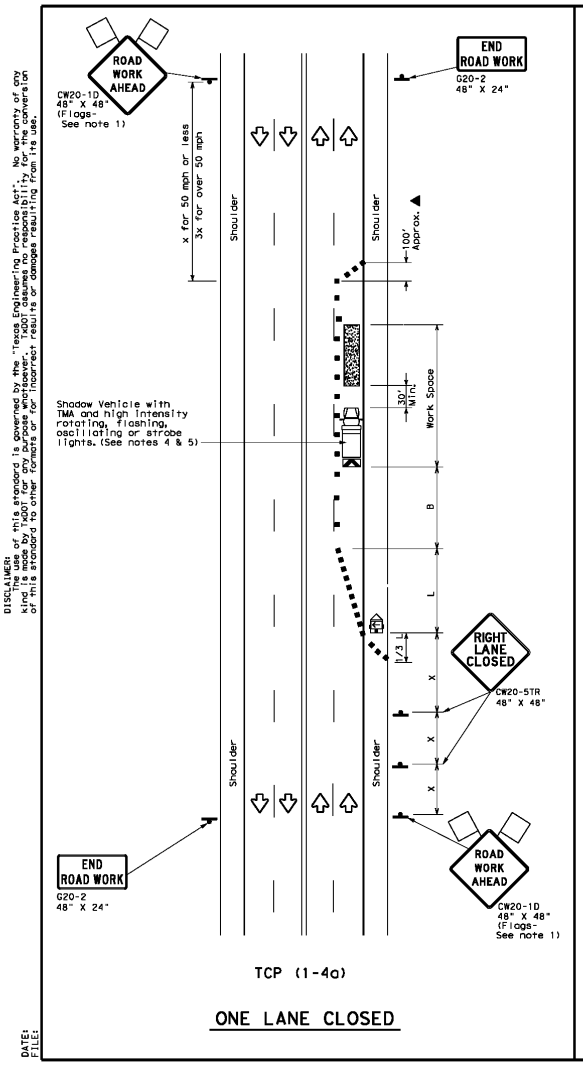
FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS

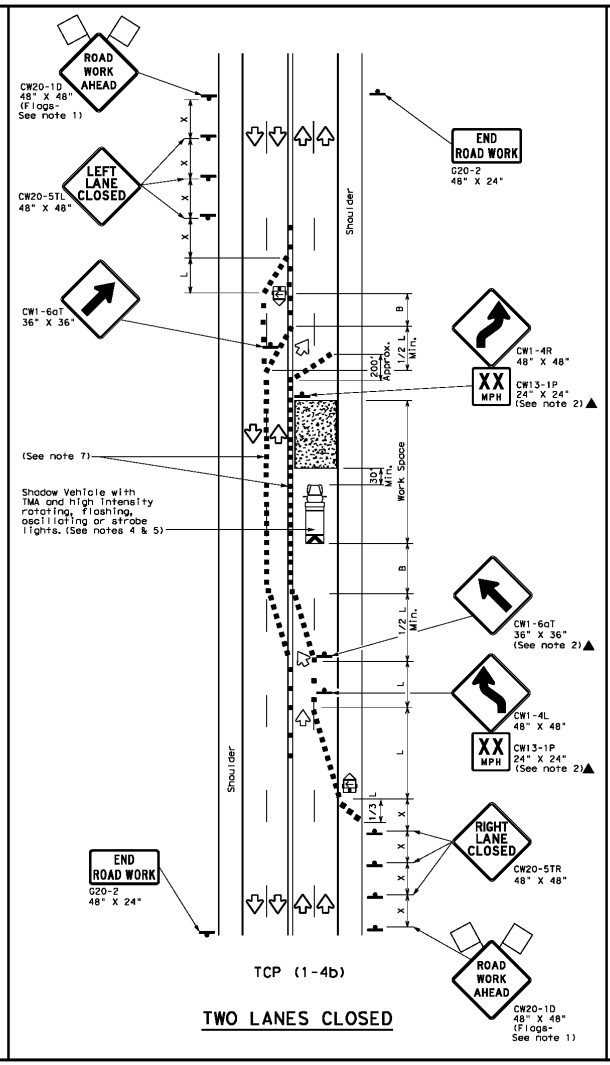
SHEET:	REV:
TCP.03	**0**

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TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure , CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-18

FILE: tcp1-4-18.dgn	DN:	CK:	DW:	CK:
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REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

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01028929

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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-	-	-	-
-	-	-	-
0	04/10/2025	FLK	PRELIM

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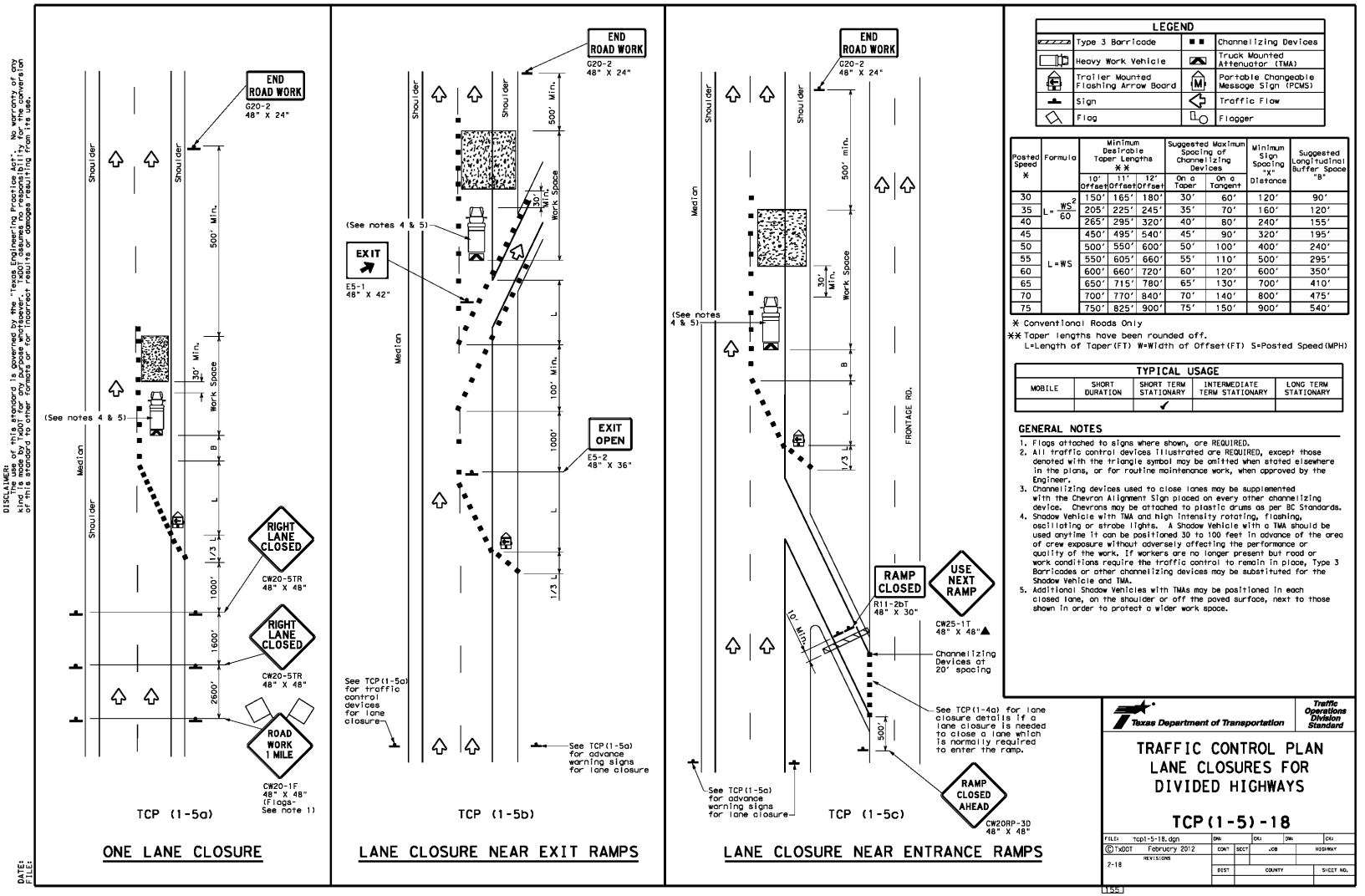
FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS

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TCP.04	**0**

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DATE:
FILE:

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓		

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Channelizing devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per BC Standards.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES FOR DIVIDED HIGHWAYS

TCP(1-5)-18

FILE: tcp1-5-18.dgn	DN:	CK:	DW:	CK:
©TxDOT February 2012	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-18	DIST	COUNTY		SHEET NO.

1155

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01028929

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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0	04/10/2025	FLK	PRELIM

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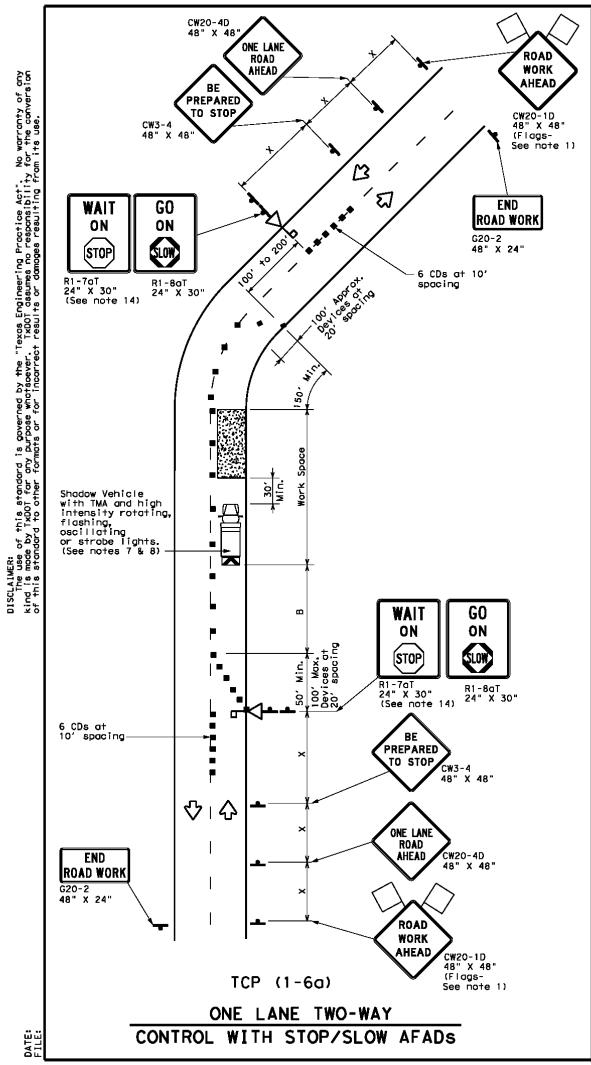
FLOCK SAFETY EQUIPMENT INSTALLATION

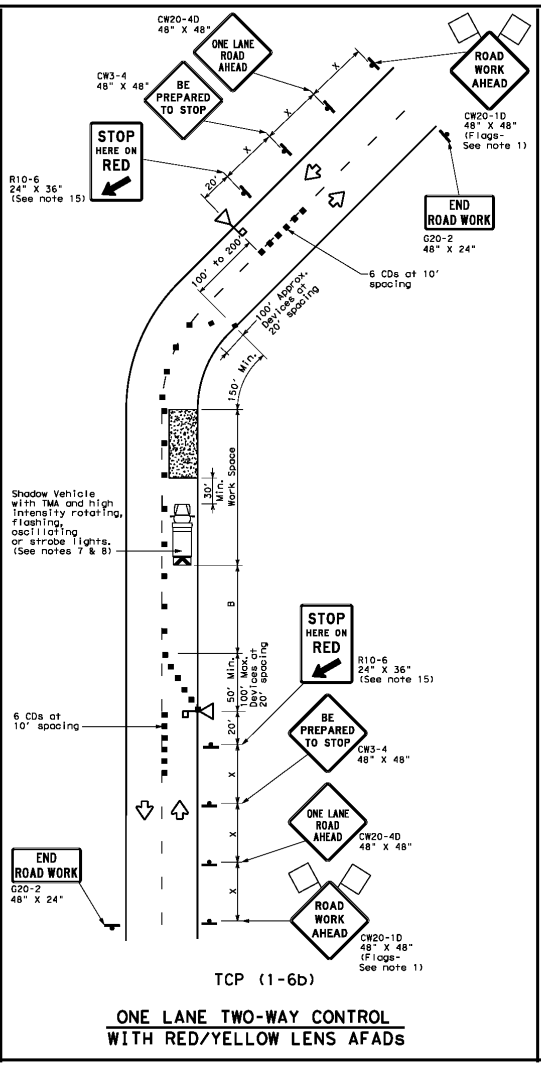
CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS

SHEET:	REV:
TCP.05	**0**

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LEGEND			
	Type 3 Barricade		Channelizing Devices (CDs)
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Automated Flagger Assistance Device (AFAD)	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE					
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY	
	✓	✓			

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
3. Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
4. Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
5. One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
6. When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
7. All AFADs shall be equipped with gate arms with an orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
8. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
9. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
10. Flaggers should use two-way radios or other methods of communication to control traffic.
11. Length of work space should be based on the ability of flaggers to communicate.
12. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the AFAD.
13. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
14. The R1-7aT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on separate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
15. The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)
TCP(1-6)-18

FILE:	tcp1-6-18.dgn	DN:	CK:	DW:	CK:
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REVISIONS					
2-18		DIST	COUNTY		SHEET NO.

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01028929

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
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0	04/10/2025	FLK	PRELIM

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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01028929
PERMITTING JURISDICTION: Tyler (City of), Right-of-Way

COVER SHEET & LOCATION MAPS

SHEET:	REV:
TCP.06	**0**

THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THIS INCLUDES RIGHT OF WAY, EXISTING UTILITIES, & PRIVATE PROPERTY LINES. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL DATA PRIOR AND EXISTING SURROUNDING FACILITIES TO VERIFY & CONFLICTS ABOVE & BELOW GRADE. ALL CONSTRUCTION TO FOLLOW TEXAS DEP. OF TRANSPORTATION GENERAL GUIDELINES. DO NOT SCALE DRAWINGS. CALL 811 PRIOR TO DIGGING.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-6

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify the execution of the South Glenwood Ground Storage Tank Demolition contract in the amount of $277,684.00.

Item Reference:

On April 9, 2025, City Council approved item M-2 to award the construction contract for the South Glenwood Ground Storage Tank Demolition in the amount of $276,684. The contractor, Hunter Demolition and Wrecking Corporation, filled out the bid proposal correctly but a clerical error occurred in the detailed bid tabulation resulting in the incorrect bid amount being approved by City Council ($276,684). The true bid amount is $277,684 is $1,000 higher than the approved amount and would not change the contractor recommendation.

RECOMMENDATION:

It is recommended that the City Council ratify the execution of the South Glenwood Ground Storage Tank Demolition contract in the amount of $277,684.00.

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

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-7

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve an interlocal agreement between Tyler Junior College and the City of Tyler for Park and Ride Service transit services in connection with the 2025 Fourth of July show.

Item Reference:

The Fourth of July Show committee utilizes Tyler Transit to help with transportation from two locations for park and ride services. Tyler Junior College was one of the locations that is utilized to help with traffic congestion. Legal recommended transit staff have an interlocal agreement for this park and ride service. There was no cost for this service. This agreement allows for citizens to park at TJC and be transported by Tyler Transit to Lindsey Park for the fireworks show without trying to find a parking spot at Lindsey Park. This helps Tyler PD lessen the number of vehicles that come into the park.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve an interlocal agreement between Tyler Junior College and the City of Tyler for Park and Ride Service transit services in connection with the 2025 Fourth of July show.

Attachments:
03.26.25_COTLegal_ab_City of Tyler_Facility License and Use_West Campus Parking Lot-4thofJuly

Drafted/Recommended By:
Department Leader Russ Jackson/Transit Manager

Edited/Submitted By:
City Manager

FACILITY LICENSE AND USE INTERLOCAL AGREEMENT BETWEEN TYLER JUNIOR COLLEGE AND THE CITY OF TYLER FOR PARK AND RIDE SERVICES FOR THE 2024 CITY OF TYLER FOURTH OF JULY SHOW

THIS INTERLOCAL AGREEMENT is made and entered into the 26 day of June, 2024 by and between **Tyler Junior College**, a public junior college authorized under the Laws of the State of Texas ("**TJC**") acting herein by and through its governing body, and the **City of Tyler** ("**Licensee**"), a Texas home-rule municipal corporation, acting herein by and through its governing body.

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791, Texas Government Code, known as the INTERLOCAL COOPERATION ACT; and,

WHEREAS, the parties in paying for the performance of governmental functions or services or in performing such governmental functions or services shall make payments therefore only from revenues legally available to such parties; and,

WHEREAS, the governing bodies of each party find that the project or undertaking is necessary for the benefit of the public and that each party has the legal authority to provide for such service, and the services are in the common interest of both parties hereto; and

WHEREAS, the governing bodies for each party have authorized the execution of this Agreement between Tyler Junior College and City of Tyler for the use of the Tyler Junior College West Campus Parking Lot for one (1) Park and Ride Event, the City of Tyler Annual Fourth of July Show, every 4th of July during the term of this Agreement; and,

NOW THEREFORE, in consideration of the mutual covenants and conditions set out herein, TJC and Licensee agree as follows:

1. GRANT OF LICENSE; DESCRIPTION OF PREMISES.
TJC hereby grants to Licensee and Licensee hereby accepts from TJC a restricted and revocable license to occupy and use, subject to all the terms and conditions hereof, the TJC West Campus Parking Lot, 1530 South Southwest Loop 323, Tyler, Texas 75701-2599 ("Facilities").

2. LIMITATION TO DESCRIBED PURPOSE(S) OR EVENT(S).
The license granted is limited in scope. TJC grants permission to Licensee to use only the specified Facilities for the purpose or event set forth and only for the License Period. Any use of TJC's property outside the scope of this limited license shall be a trespass and a material breach of this Agreement which shall entitle TJC to immediately terminate the Agreement for cause. The Facilities shall be occupied and used by Licensee solely for the described purpose(s): Park and Ride for the City of Tyler sanctioned event:

2.1 City of Tyler Annual Fourth of July Show: Start time: _____ End time:_____

2.2 Licensee shall use the Facilities exclusively for the purpose of parking and shall not use the Premises for any other purpose without the prior written consent of TJC. Licensee agrees to comply with all applicable laws, ordinances, rules, and regulations in the use of the Facilities.

3. TERM. The term of this Agreement shall commence on _____, 2025 and expire on _____, 2028, unless terminated earlier in accordance with the terms hereof (the "Initial Term"). The Initial Term shall be for a period of three (3) years.

3.1 Upon expiration of the Initial Term, the Licensee shall have the option to renew this Agreement for two (2) additional one-year renewal periods (each, a "Renewal Term"). The Renewal Terms shall commence immediately upon the expiration of the Initial Term or any Renewal Term, as applicable.

3.2 To exercise the renewal option, the Licensee must provide written notice to TJC no less than sixty (60) days prior to the expiration of the then-current term. If Licensee fails to provide such notice, the Agreement shall not automatically renew, and the Agreement shall terminate at the end of the current term.

4. LICENSE PERIOD.
The Facilities shall be occupied and used by Licensee solely for the period(s) or day(s) shown in Section 2.

5. LICENSE FEES AND PAYMENT.

Licensee shall pay, if applicable, TJC the amount as shown for its use of Facilities. Rental Fee: $0.00; Deposit: $0.00.

6. NO WAIVER OF IMMUNITY OR DEFENSES.

THE PARTIES, AS INDEPENDENT POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS, CANNOT INDEMNIFY EACH OTHER FOR ANY CLAIMS, DAMAGES, JUDGMENTS, COSTS, OR EXPENSES ARISING OUT OF THE SOLE OR PARTIAL NEGLIGENT OR INTENTIONAL ACT OR OMISSION BY THE OTHER. THE PARTIES AGREE THAT EACH PARTY SHALL BE LIABLE ONLY FOR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, RELATED TO, OR ARISING OUT OF THE INTENTIONAL OR NEGLIGENT ACT OR OMISSIONS OF SUCH PARTY'S OWN RESPECTIVE OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES IN PERFORMANCE OF THIS AGREEMENT. THE AGREEMENT DOES NOT EXTEND THE LIABILITY OF THE PARTIES. NEITHER TJC NOR THE CITY WAIVES ANY IMMUNITY OR DEFENSES AVAILABLE TO IT AGAINST CLAIMS MADE BY THIRD PARTIES.THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. INSURANCE.

7.1 Licensee will carry at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as TJC may require:

7.1.1 Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

Employers Liability - Each Accident	$1,000,000
Employers Liability - Each Employee	$1,000,000
Employers Liability - Policy Limit	$1,000,000

All Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, (b) a waiver of all rights of subrogation and other rights in favor of TJC, and (c) an endorsement to include TJC, its board, officers, and employees as additional insureds;

7.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Damage to Premises	$ 100,000
Personal & Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products - Completed Operations Aggregate	$2,000,000

Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Licensee's (or Subcontractor's) liability for bodily injury (including death) and property damage.

7.2 Licensee will deliver to TJC:

7.2.1 Evidence satisfactory to TJC in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the commencement of the license period. Licensee's failure to do so will be a material breach of this Contract and will be grounds for termination of same for cause. Additional evidence, satisfactory to TJC in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Professional Liability, will be endorsed and name TJC as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of TJC. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to TJC. Licensee will be responsible for providing to TJC immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Licensee to the TJC within two business days or by endorsement of the policy to require notice to the

TJC to be provided by the insurer.

7.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

7.3.1 Commercial General Liability Insurance**;** will be kept in force until receipt of Final Payment by TJC from Licensee; and

7.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until ending date of license period.

8. SURRENDER; REMOVAL OF PROPERTY.

Upon the expiration of the license period for move out or upon earlier termination of this Agreement, Licensee shall peaceably surrender to TJC possession of the Facilities provided by TJC in like good condition and repair as when received, ordinary wear and depreciation expected.

9. VENUE; GOVERNING LAW.

Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the Laws of the State of Texas. Licensee will obtain and maintain any and all required permits and licenses.

10. ADVERTISING.

For the use of the TJC Parking Lot for the Licensee's Park and Ride Events, Licensee bears no responsibility for third-party advertising of the event. If applicable, Licensee agrees that all advertising and promotions of the event(s) shall be accurate, straightforward, true and in good taste, and further agrees to submit all such advertising and other promotional activities to TJC for advance written approval as to the content and distribution or broadcast thereof. Licensee shall not distribute, post or exhibit or permit the distribution, posting or exhibition of any signs, advertisements, show bills, lithographs, posters or cards of any description at, in or about the Facilities, unless approved in advance in writing by TJC's representative, and Licensee shall remove any approved signs, etc., no later than the time specified by TJC's representative in such approval. Licensee shall not, prior to the execution of this Agreement by both parties, publicize, nor cause to be publicized, in any manner, the event(s).

11. CONDUCT OF PERSONS; ANNOUNCEMENTS.

Licensee shall be responsible for the orderly conduct of all its officers, employees, agents, attendees, contractors, Licensees and invitees that may be at the facilities during the license period. TJC reserves the right to eject or cause to be ejected from the TJC Facilities any person or persons whose conduct is unlawful or otherwise objectionable. In addition, TJC shall have the right to make announcements at any time during the event(s) in the interest of public safety, proper operation of the Facilities, crowd control, and compliance with rules, regulations, laws, etc.

12. OCCUPANCY INTERRUPTIONS.

If, irrespective of fault of TJC, the Facilities or any part thereof shall be destroyed or damaged by fire or other cause, or if, irrespective of fault of TJC, any casualty or unforeseen occurrence, including but not limited to hurricanes, tropical storms, tornados, acts of God, war, or acts of governmental authorities ("Force Majeure"), shall render the Facilities unoccupiable and/or unusable or otherwise render this Agreement impossible of performance by TJC, or if the Facilities are required for public necessity or emergency use, this Agreement shall be at once terminated. TJC shall not, in any such case, be held liable or responsible to Licensee for any damage caused by said termination, TJC shall be relieved from any further liability by reason of the Agreement, and no claims for compensation or damage shall be made against TJC by Licensee.

13. TERMINATION BY TJC.

TJC shall have the right to terminate this Agreement immediately, without notice, and without penalty or liability, in the event of any default by Licensee in the performance of the terms and conditions hereof. TJC shall, in addition, have the right to terminate this Agreement, with or without cause, and without penalty or liability, by giving written notice to Licensee of such termination not less than twenty-one (21) days in advance of the license period.

14. TERMINATION BY CITY OF TYLER.

Licensee shall have the right to terminate this Agreement immediately, without notice, and without penalty or liability, in the event of any default by Licensee in the performance of the terms and conditions hereof. Licensee shall, in

addition, have the right to terminate this Agreement, with or without cause, and without penalty or liability, by giving written notice to Licensee of such termination not less than twenty-one (21) days in advance of the license period.

15. PARAGRAPH HEADINGS.
The paragraph headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

16. TJC 'S REPRESENTATIVE.
The TJC's representative for purposes of this Agreement shall be Carlie Mauldin, TJC Event Coordinator, (903) 510-2398, carlie.mauldin@tjc.edu or her assign.

17. DAMAGES.
Licensee shall be liable for the loss of or damages to TJC's property when such loss or damage arises from the negligent or unlawful acts or omissions of Licensee, its agents, campers, invitees, or its employees. The Licensee is responsible for reporting, in writing immediately of the occurrence, damage to TJC property or personal property on TJC premises. Failure to make report to TJC of the occurrence, within the specified time, may be cause for termination of this contract.

18. DISPUTE RESOLUTION.
To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by TJC and Licensee to attempt to resolve any claim for breach of contract made by Licensee.

19. PROHIBITIONS AND FIREARMS POLICY.
TJC is an alcohol, drug, tobacco, and vapor-free zone. These items are prohibited on the campus and satellite facilities. Tyler Junior College is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises, satellite facilities, or in a college-owned vehicle except in locations and at activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to the Tyler Junior College Police Department, so it can be documented and properly investigated. Contact 911 for emergencies. Tyler Junior College Police can be contacted at 903 510-2222 for non-emergencies. https://www.tjc.edu/downloads/file/1045/concealed_handguns_on_campus_policy

20. LIMITATIONS.
THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TJC AND CITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON TJC'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; ON; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TJC OR CITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

21. NOTICES.
All notices to be given under this Agreement shall be deemed to be duly given when mailed by registered or certified, mail, postage prepaid, to TJC, Attn: Shelly Roberts, Director Contract Administration, 1327 South Baxter, Tyler Texas 75701. For City of Tyler: Russ Jackson, Transit Manager, 210 E. Oakwood, Tyler, Texas 75702.

22. PUBLIC INFORMATION.
It will be the independent responsibility of City and TJC to comply with Chapter 552 of the Texas Government Code (Public Information Act), as it applies to the Contracting Parties' respective information. City is not authorized to receive public information requests or take any action under the Public Information Act on behalf of TJC. Likewise, TJC is not authorized to receive public information requests or take any action under the Public Information Act on behalf of City.

23. ENTIRE AGREEMENT.
This Agreement supersedes all prior agreements, written or oral, between Licensee and TJC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. This

Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TJC and Licensee. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

24. AGENCY; INDEPENDENT CONTRACTOR.

The parties agree and acknowledge that each entity is not an agent of the other entity, and that each entity is responsible for its own acts, forbearance, negligence and deeds, and those of its agents and employees in conjunction with this Interlocal Agreement. The Agreement does not and shall not be construed to entitle any party or any party's respective employees, if applicable, to any benefit, privilege, or other amenities of employment applicable to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this by their duly authorized representatives.

Approved and Agreed to:

CITY OF TYLER	**TYLER JUNIOR COLLEGE**
By:_____	By:_____
Print Name: _____	Print Name: Dr. Juan Mejia
Title:_____	Title: President & CEO
Date:_____	Date: _____

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-8

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to execute Change Order No. 2 for the 2024 Water Meter Replacement Program to increase the total contract amount by an additional 10%. This results in an overall project cost increase by 25%, increasing the original contract amount from $3,450,000 to $4,312,500.

Item Reference:

In mid-August 2024, Core and Main was given Notice to Proceed (NTP) for the 2024 Water Meter Replacement Program with a goal of replacing 8,000 meters throughout the City. Shortly after NTP, it was determined that there were approximately 3,000 additional meters that were in need of replacement, which are currently being addressed in Change Order No. 1. More recently, it has been discovered by the billing office that there are additional meters that have failed and are in need of replacement. Therefore, it is necessary to add an additional Change Order to the 2024 Water Meter Replacement Program which will increase the total project cost by 25% and raise the contract amount from the original $3,450,000 to $4,312,500. It is estimated that Change Order No. 2 will be able to add an additional 1,200 - 5/8" meters to the replacement list for this year. The project schedule has not been impacted and is currently tracking to be complete by the original date of August 2025.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute Change Order No. 2 for the 2024 Water Meter Replacement Program to increase the total contract amount by an additional 10%. This results in an overall project cost increase by 25%, increasing the original contract amount from $3,450,000 to $4,312,500.

Attachments:
06.11.2025 - City of Tyler CO 2 Letter
City of Tyler Change Order #2

Drafted/Recommended By:
Department Leader Jacob Yanker, Project Engineer/ Kate Dietz P.E., Director of Water Utilites

Edited/Submitted By:
City Manager

Jim Cross
District Manager
Core & Main LP
3090 N NE Loop 323
Tyler, TX 75708
Jim.cross@coreandmain.com
(903) 592-8221

June 9, 2025

Jacob Yanker

Project Engineer City of Tyler 212 N BonnerTyler, TX 75702 (903) 531-1100

Subject: Change Order #2 Notification-City of Tyler CIP 2024 Water Meter Replacement Program
Contract Price Adjustment

Dear Jacob,

This letter serves as formal notification of a change order request related to our existing contract dated December 13, 2023, for the project titled CIP 2024 Water Meter Replacement Program.

Due to a significant number of the existing meters continuing to fail at a rapid pace, it is necessary to increase the total contract amount by an additional 10%.
The original contract amount was for $3,450,000.00, and the revised total will now be $4,312,500.00 including Change Order #1.

We kindly request your written approval to proceed with this change. Attached to this letter is the formal Change Order #2 document for your review and signature. If you have any questions or require additional details, please do not hesitate to contact me directly.

Thank you for your continued partnership.

Sincerely,

Jim Cross

District Manager

CHANGE ORDER NO.: 2

Owner:	City of Tyler, Texas	Owner's Project No.:	20-00808
Engineer:	Jacob Yanker	Engineer's Project No.:	7001-47
Contractor:	Core & Main	Contractor's Project No.:	
Project:	City of Tyler 2024 Water Meter Change Out Phase 1		
Contract Name:	Automated Meter Infrastructure System – CIP 20-00808		
Date Issued:	June 9, 2025	Effective Date of Change Order:	July 09, 2025

The Contract is modified as follows upon execution of this Change Order #2:

Description: **Increase Contract Amount 10%**

Attachments:

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 3,450,000.00	Original Contract Times: Substantial Completion: 365 Days Ready for final payment:
Increase from approved Change Order #1: $ 517,500.00	**Increase/Decrease** from previously approved Change Orders: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order 2: $ 3,967,500.00	Contract Times prior to this Change Order: Substantial Completion: 365 Days Ready for final payment:
Increase this Change Order #2 by 10%: $ 345,000.00	**Increase/Decrease** this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order #2: $ 4,312,500.00	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment:

Recommended by City of Tyler Engineer (if required)	Authorized by Owner
By: Kate Dietz	
Title: PE Director of Utilities, City of Tyler	City of Tyler, Texas
Date:	
Acknowledged by Contractor	
By: Jim Cross	
Title: District Manager	
Date: 6/11/2025	

EJCDC® C-941, Change Order.
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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-9

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to approve Aire Serve and Anzak Electric to install a single-phase climate control system at the VES mechanic shops in the amount of $221,252.55.

Item Reference: **25-041 Addition of Climate Control to VES Shop Bays**

The VES shops on Oakwood Street are more than 50 years old and are not climate controlled, resulting in excessive heat for most of the year. The excessive heat not only effects employee health and morale, it also effects all of the new electronic technology used to diagnose needed repairs in the City's fleet. Installing a climate control system connects back to all of the City of Tyler core values, People First, Passionate, Purposeful, and Proactive. Vehicle Services reached out to City of Tyler Building Services for help with the issue. With the help of Director Gary Smith, specifications for sealed bid 25-041 were published 5/16/25. A pre-bid meeting was held on 5/27/25 and 2 vendors were present. Bid 24-041 was closed at 2:00pm on 6/10/2025. Two vendors provided a bid proposal. Aire Serve of Smith County and DMI Incorporated.

Aire Serve of Smith County submitted a bid for a single-phase system for each shop in the amount of $183,382.55 with electrical work done by Anzak Electric in the amount of $37,870.00 giving a project total of $221,252.55.

DMI Corp. bid a single-phase system with electrical for $420.034.08.

Fundin from account 640-0662-642-25-21.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to approve Aire Serve and Anzak Electric to install a single-phase climate control system at the VES mechanic shops in the amount of $221,252.55.

Attachments:
aire serve bid
decker ac bid

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

BID BOND

THE STATE OF TEXAS §
§ **BID BOND**
COUNTY OF SMITH §

THAT, Aire Serv of Smith County [*contractor*], as **PRINCIPAL**, and _____ [*surety*], as **SURETY**, acknowledge their indebtedness and are held and firmly bound unto the City of Tyler (**CITY**), Texas in Smith County, as **OBLIGEE**, in the amount of _____ [*insert figure using written words*], ($_____) [*insert numerical figure*] payable to the City of Tyler, Texas for the payment of which, the said **PRINCIPAL** (Contractor) and **SURETY** bind themselves, and their heirs, administrators, executors, successors, legal representatives, and assigns, jointly and severally, firmly by these presents.

PRINCIPAL (Contractor) is about to submit to **OBLIGEE** (City) a bid or proposal for:

City of Tyler Bid Number	Enter COT bid number here
Project Name	Enter project name here

in accordance with plans and specifications filed in **OBLIGEE'S** (City's) office and under the Request for Quotation (RFQ) / Request for Proposal (RFP) / Invitation to Bid therefor.

NOW THEREFORE:
THE CONDITION OF THIS OBLIGATION IS THAT IF:

1) the bid or proposal is rejected, or
2) the bid or proposal of **PRINCIPAL** (Contractor) is accepted; and
   a. the contract for the work is awarded to **PRINCIPAL** (Contractor) by **OBLIGEE** (City),
   b. **PRINCIPAL** (Contractor) enters into a written contract in the form of contract provided in these contract documents (properly completed in accordance with the bid),
   c. **PRINCIPAL** (Contractor) furnishes a ***Performance and Maintenance Bond*** for the performance of the work as required by law and/or the AGREEMENT,
   d. **PRINCIPAL** (Contractor) furnishes a ***Payment Bond*** for the payment of all persons performing labor or furnishing materials in connection therewith as required by law and/or the AGREEMENT, and
   e. **PRINCIPAL** (Contractor) in all other respects performs the agreement created by the acceptance of the bid,

then this obligation will be null and void; otherwise, subject to the following limitation, it will remain in full force and effect.

The limitation referred to above is that surety, in any event, will not be liable for a greater amount than the difference between the amount of principal's bid or proposal and the lowest amount in excess of that bid or proposal for which **CITY** may be able to award the contract within a reasonable time.
The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said

SURETY and its Bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** (City) may accept such bid; and said **SURETY** does hereby waive notice of any such extension.

I (WE) CERTIFY that the **SURETY** is registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the latest list of companies holding Certificates of Authority from the Secretary of the Treasury of the United States, shown on the Treasury List.

I (WE) CERTIFY that the **SURETY** has reviewed the financial condition of the **PRINCIPAL** and the **PRINCIPAL'S** qualification to perform the work required by this project.

IN WITNESS WHEREOF the **PRINCIPAL** (Contractor) and **SURETY** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year set forth below.

Signed this_____day of_____, 20_.

BOND NUMBER: _____

PRINCIPAL (Contractor)	**SURETY**
_____	_____
Printed Name of Principal	Printed Name of Surety
_____	_____
_____	_____
Physical Address	Physical Address
_____	_____
_____	_____
Mailing Address	Mailing Address
_____	_____
Telephone Number	Telephone Number
By: _____	**By:** _____
Signature	Signature
_____	_____
Title	Title
	SURETY'S SEAL:

***** NOTE *****

If signed by an Attorney-in-Fact a copy of the Power of Attorney shall be attached, or

If signed by an officer of the Surety Company a certified extract from the by-laws showing that this person has authority to sign obligation shall be attached.

Exhibit 1
Section 1
Project Costs

Single phase

City of Tyler
25-041 VES Shops HVAC Installation Project
VES Service Center
408 and 410 W. Oakwood,
Tyler, TX. 75702

Notice: heat load calculation provided by BriTech Bridging Technologies shows each shop will require roughly 225 tons per square foot. This is based on four full time technicians and each door opening once each day.

Example: The shop with six doors, three on each side. Each opening in the morning to pull a vehicle in & once in the afternoon to pull a vehicle out.

The goal is to cool the spaces to roughly 75 degrees under current conditions. It is understood that the structures are unsealed at this time with future plans to add spray on foam and door insulation. Below are listed the scope of work . They are labeled with the number of overhead doors in each independent area.

All systems to be charged with needed refrigerant at the time of start up.

City of Tyler

25-041 VES Shops HVAC Installation Project

VES Service Center

408 and 410 W. Oakwood,

Tyler, TX. 75702

Eight Bay Door Shop – Four on each side

- (4) 5 ton 14 SEER2 condensers – Single Phase
- (4) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 80,454.76

Six Bay Door Shop – Three on each side

- (3) 5 ton 14 SEER2 condensers – Single Phase
- (3) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 60,341.91

Two Bay Door Shop – One on each side – Next to blue "service" sign

- (2) 5 ton 14 SEER2 condensers – Single Phase
- (2) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 40,227.94

Two Bay Door Shop – One on each side

- (2) 5 ton 14 SEER2 condensers – Single Phase
- (2) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 40,227.94

Total Cost for All Alternate Sections
$ 221,252.55

Payment terms
- $37,870.00 to Anzak Electrical
- $183,382.55 to Aire Serv for HVAC & Bond

* Bond included

Exhibit 1
Section 1
Project Costs

Three Phase

City of Tyler
25-041 VES Shops HVAC Installation Project
VES Service Center
408 and 410 W. Oakwood,
Tyler, TX. 75702

Notice: heat load calculation provided by BriTech Bridging Technologies shows each shop will require roughly 225 tons per square foot. This is based on four full time technicians and each door opening once each day.

Example: The shop with six doors, three on each side. Each opening in the morning to pull a vehicle in & once in the afternoon to pull a vehicle out.

The goal is to cool the spaces to roughly 75 degrees under current conditions. It is understood that the structures are unsealed at this time with future plans to add spray on foam and door insulation. Below are listed the scope of work . They are labeled with the number of overhead doors in each independent area.

All systems to be charged with needed refrigerant at the time of start up.

Eight Bay Door Shop – Four on each side

- (4) 5 ton 14 SEER2 condensers – 3 Phase
- (4) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 93,386.33

Six Bay Door Shop – Three on each side

- (3) 5 ton 14 SEER2 condensers – 3 Phase
- (3) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 70,039.74

Two Bay Door Shop – One on each side – Next to blue "service" sign

- (2) 5 ton 14 SEER2 condensers – 3 Phase
- (2) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 46,693.16

Two Bay Door Shop – One on each side

- (2) 5 ton 14 SEER2 condensers – 3 Phase
- (2) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 46,693.16

Total Cost for All Sections
$ 256,812.41

Payment terms:

★ $41,640.00 to Anzak for electrical circuits & breakers to each new unit.

★ $215,172.41 to Aire Serv for HVAC install & bond.

★ Bond included

Exhibit 1

Section 2

Experience and References

Requirements:

Contractor will be required to provide all labor, tools, materials, and supervision necessary complete the project outlined in Exhibit 1 Section 1

Experience:

Does your company have the capability of completing this project as outlined in Exhibit 1 Section 1? yes

Does your company have the capability of meeting the City of Tyler insurance requirements and bonding? yes **(see insurance requirements in bid packet)**

Please provide the number of experienced employees that are currently working for you company 11

Please Provide the number of years that your company has been doing business in the area 26

References: ~~VOID~~

Please Provide 3 companies or governmental agencies where these services have been provided below.

1. Company: we have provided service repair & maintenance
Address: for the City of Tyler since **Phone #:** the late
Contact person: 90's. Currently hold the **Title:** contract for bi-annual

2. Company: maintenance & service with the City of Tyler.
Address: _____ **Phone#:** _____
Contact person: _____ **Title:** _____

3. Company: _____
Address: _____ **Phone#:** _____
Contact person: _____ **Title:** _____

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
DMI CORP. DBA DECKER MECHANICAL
1002 KCK Way
Cedar Hill, TX 75104

SURETY:
(Name, legal status and principal place of business)
MERCHANTS BONDING COMPANY (MUTUAL)
6700 Westown Parkway
West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
CITY OF TYLER

304 North Border, Tyler, TX 75702

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
VES Shops HVAC Installation Project - Bid No. 25-041
410 W Oakwood St., Tyler, TX 75702

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein, when so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

DMI CORP.
CHARTER # 01266517
CORPORATE SEAL
STATE OF TEXAS

Signed and sealed this 3rd day of June, 2025

Kathy R Hayes
(Witness)

DMI CORP. DBA DECKER MECHANICAL *(Seal)*
(Principal)

Wade Decker
(Title) Wade Decker, President

Sophie Hunter
(Witness) Sophie Hunter

MERCHANTS BONDING COMPANY (MUTUAL)
(Surety) *(Seal)*

Mikaela Peppers
(Title) Mikaela Peppers, Attorney in Fact

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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Don E Cornell; Josh Saunders; Kelly A Westbrook; Mikaela Peppers; Ricardo J Reyna; Robbi Morales; Sophinie Hunter; Tina McEwan; Tonie Petranek

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 2nd day of June 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of June , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Exhibit 1

Section 1

Project Costs

Addendum 1 Single Phase Alternate

DMI
Decker Mechanical

To: City of Tyler
304 North Border
Tyler, TX 75702

From: Earnie Thompson
Date: 6/6/25
Page : 1
RE: Furnish and install eleven split A/C units.

Phone :
Fax:

We are pleased to make the following proposal to furnish and install (11) eleven cooling only split system A/C units for VES Shops Truck Bay at Tyler Facilities.

SCOPE OF WORK

Inclusions:

- **Order and receive eleven (11) 5-ton 14 SEER2 condensers (3-phase) and air handlers.**
- **No heat kits for the units, 60x30 auxiliary drain pans, water overflow safety shut off switch for both primary and auxiliary drains.**
- **Supply and install 7/8" and 3/8" copper from air handlers to condensers.**
- **Supply and install surge protectors on all equipment.**
- **Supply and install programmable thermostats on each system.**
- **Units to have 4" filter mounted directly to the base of each air handler.**
- **Supply air plenum with grill mounted to the bottom and two (2) 12" taps to direct air toward workstations.**
- **All units have 5-year compressor, 1year parts and labor warranty.**
- **Have equipment and material delivered to the job site.**
- **Order and have delivered two (2) man lifts, and duct jacks to install air handlers, plenums, duct work and drain pans.**
- **Supply material and manpower to supply electrical for all the new equipment.**
- **Check rotation of equipment and leave operational.**
- **Clean and remove trash from workspace.**

Exclusions:

- Overtime, expediting or acceleration fees.
- Connection of controls

1002 KCK Way
Cedar Hill, TX 75104

Office: 972-291-9907

- Replacement on convenance outlet.
- Business interruptions or losses resultant there from.
- Warranty of existing Mechanical equipment / systems.
- Warranty of any / all items or components which are furnished by others.
- Hazardous materials handling, generation / shipping, and remediation fees.
- Permanent roof access.
- Sales Tax.
- Permit Fees.

Cost for the above listed scope is: ---------- $ 420,034.08.

Clarifications:

- **Should this project extend 30 days past the date of proposal Decker Mechanical, Inc. reserved the right to adjust equipment, material, and labor costing, unless prior arrangements have been agreed upon.**

Addendums Noted: None

Customer Approval:

Date: _____

Signature: _____

We look forward to working with you on this project and serving you in the future. If you should have any further questions, please call our office.

Sincerely,

Earnie Thompson

"Regulated by the Texas Department of Licensing and Regulation"
P.O. Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599
www.license,state,tx,us/complaints

1002 KCK Way
Cedar Hill, TX 75104

Office: 972-291-9907

Eight Bay Door Shop – Four on each side

- (4) 5 ton 14 SEER2 condensers – 3 Phase
- (4) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 143,587.32

Six Bay Door Shop – Three on each side

- (3) 5 ton 14 SEER2 condensers – 3 Phase
- (3) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 116,748.03

Two Bay Door Shop – One on each side – Next to blue "service" sign

- (2) 5 ton 14 SEER2 condensers – 3 Phase
- (2) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 88,378.98

Two Bay Door Shop – One on each side

- (2) 5 ton 14 SEER2 condensers – 3 Phase
- (2) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 71,319.75

Total Cost for All Sections

$ 420,034.08

DMI
DECKER MECHANICAL

To: City of Tyler
304 North Border
Tyler, TX 75702

From: Earnie Thompson
Date: 6/6/25
Page : 1
RE: Furnish and install eleven split A/C units.

Phone :
Fax:

We are pleased to make the following proposal to furnish and install (11) eleven cooling only split system A/C units for VES Shops Truck Bay at Tyler Facilities.

SCOPE OF WORK

Inclusions:

- **Order and receive eleven (11) 5-ton 14 SEER2 condensers (1-phase) and air handlers.**
- **No heat kits for the units, 60x30 auxiliary drain pans, water overflow safety shut off switch for both primary and auxiliary drains.**
- **Supply and install 7/8" and 3/8" copper from air handlers to condensers.**
- **Supply and install surge protectors on all equipment.**
- **Supply and install programmable thermostats on each system.**
- **Units to have 4" filter mounted directly to the base of each air handler.**
- **Supply air plenum with grill mounted to the bottom and two (2) 12" taps to direct air toward workstations.**
- **All units have 5-year compressor, 1year parts and labor warranty.**
- **Have equipment and material delivered to the job site.**
- **Order and have delivered two (2) man lifts and duct jacks to install air handlers, plenums, duct work and drain pans.**
- **Supply material and manpower to supply electrical for all the new equipment.**
- **Check rotation of equipment and leave operational.**
- **Clean and remove trash from workspace.**

Exclusions:

- Overtime, expediting or acceleration fees.
- Connection of controls

1002 KCK Way
Cedar Hill, TX 75104

Office: 972-291-9907

- Replacement on convenance outlet.
- Business interruptions or losses resultant there from.
- Warranty of existing Mechanical equipment / systems.
- Warranty of any / all items or components which are furnished by others.
- Hazardous materials handling, generation / shipping, and remediation fees.
- Permanent roof access.
- Sales Tax.
- Permit Fees.

Cost for the above listed scope is: ---------- $ 405,566.71.

Clarifications:

- **Should this project extend 30 days past the date of proposal Decker Mechanical, Inc. reserved the right to adjust equipment, material, and labor costing, unless prior arrangements have been agreed upon.**

Addendums Noted: None

Customer Approval:

Date: _____

Signature: _____

We look forward to working with you on this project and serving you in the future. If you should have any further questions, please call our office.

Sincerely,

Earnie Thompson

City of Tyler

25-041 VES Shops HVAC Installation Project

VES Service Center

408 and 410 W. Oakwood,

Tyler, TX. 75702

Eight Bay Door Shop – Four on each side

- (4) 5 ton 14 SEER2 condensers – Single Phase
- (4) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 158,973.36

Six Bay Door Shop – Three on each side

- (3) 5 ton 14 SEER2 condensers – Single Phase
- (3) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 113,132.15

Two Bay Door Shop – One on each side – Next to blue "service" sign

- (2) 5 ton 14 SEER2 condensers – Single Phase
- (2) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 76,115.74

Two Bay Door Shop – One on each side

- (2) 5 ton 14 SEER2 condensers – Single Phase
- (2) 5 ton 14 SEER2 air handlers
- No heat kits
- 60x30 auxiliary drain pans
- Water overflow safety shut off switch on primary drain lines
- Water overflow safety shut off switch on auxiliary drain pan
- Suspend all units from iron beam structure – hung just above the overhead door height to for all vehicle to clear
- 7/8" & 3/8" copper from air handlers to condensers
- Surge protectors on all equipment
- Programmable thermostats on each system
- Return air will be a 4" filter mounted directly to the base of each air handler
- Supply air plenum with grill mounted to the bottom and (2) 12" taps to direct air toward working stations
- 5 year compressor warranty
- 1 year parts warranty
- 1 year labor warranty

Cost $ 77,345.46

Total Cost for All Alternate Sections

$ 405,566.71

Exhibit 1

Section 2

Experience and References

Requirements:

Contractor will be required to provide all labor, tools, materials, and supervision necessary complete the project outlined in Exhibit 1 Section 1

Experience:

Does your company have the capability of completing this project as outlined in Exhibit 1 Section 1? Yes

Does your company have the capability of meeting the City of Tyler insurance requirements and bonding? Yes **(see insurance requirements in bid packet)**

Please provide the number of experienced employees that are currently working for you company 100

Please Provide the number of years that your company has been doing business in the area 44

References:

Please Provide 3 companies or governmental agencies where these services have been provided below.

1. Company: City of Kyle

Address: 100 West Center St., Kyle, TX 78640 **Phone #:** 512-504-6416

Contact person: Jose Valle **Title:** Facilities Manager

2. Company: Oak Farms Dairy

Address: 3114 S Haskell Ave, Dallas, TX 75223 **Phone#:** 469-203-2880

Contact person: James Thomas **Title:** Facilities Director

3. Company: Holleman Construction (general mechanical services)

Address: 120 Lucas St., Waxahachie, TX 75165 **Phone#:** 214-941-3841

Contact person: Christopher Holleman **Title:** Vice President

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-10

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to enter into an agreement with Genecov West Mud Creek LLC for the material required to upsize water mains from 8" to 12" on Timber Bend Trail in the Highland Oaks Subdivision for an amount not to exceed $29,407.00.

Item Reference:

The Highland Oaks Subdivision is located to the west of US 69 North and is a developing area north of Tyler. TWU currently has a 12" water line that serves the area, but an extension is required to provide water to the latest subdivision which will be around 60 homes. Typically, the TWU minimum size pipe of 8 " would be extended by the developing party, but with the large area of potential future development that is adjacent to Timber Bend Trail, TWU has elected to participate in the upsizing of the water line to 12". The developing party, Genecov West Mud Creek, will be responsible for procuring all labor and material necessary for this project. The cost breakdown for the material is shown below, showing the total for a 12" water line, 8" water line (Genecov portions) and the difference in the two (TWU Portion):

12" Water Main - $77,695
8" Water Main - $48,288 (Genecov West Mud Creek LLC)
Difference - $29,407 (TWU)

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to enter into an agreement with Genecov West Mud Creek LLC for the material required to upsize water mains from 8" to 12" on Timber Bend Trail in the Highland Oaks Subdivision for an amount not to exceed $29,407.00.

Attachments:
06.10.2025 - Developer Agreement Highland Oaks (Scan)
06.10.2025- Performance and Maintenance Bond and Payment Bond
2021.027 Waterline Cost Share

Drafted/Recommended By:
Department Leader Jacob Yanker, Project Engineer/ Kate Dietz P.E., Director of Water Utilites

Edited/Submitted By:
City Manager

THE STATE OF TEXAS §
§ DEVELOPER-CITY PARTICIPATION
§ AGREEMENT FOR
§ PUBLIC IMPROVEMENTS
COUNTY OF SMITH §

This Agreement is entered into by and between the CITY OF TYLER, TEXAS, a municipal corporation, (hereinafter called "CITY") and Dynasty Development, a limited liability corporation doing business in the state of Texas, with headquarters located in Tyler, TX (hereinafter the "DEVELOPER").

WHEREAS, Texas Local Government Code Section 212.071 provides that without complying with the competitive sealed bidding procedure of Chapter 252, a CITY with 5,000 or more inhabitants may make a contract with a DEVELOPER of a subdivision or land in the city to construct public improvements, not including a building, related to the development; and

WHEREAS, Texas Local Government Code Section 212.072(b) provides that the contract must establish the limit of participation by the municipality at a level not to exceed 30 percent of the total contract price; and

WHEREAS CITY has adopted a Water and Sewer Infrastructure Plan to promote the installation of timely and orderly infrastructure or public improvements, and pursuant to Section 19-11 of the Tyler City Code, the City plans water and sewer extensions for efficient future use which in some cases involves the use of oversized lines or sewage lift stations; and

WHEREAS, pursuant to Texas Local Government Code Section 212.071, CITY and DEVELOPER want to enter into a contract for the installation of Water Lines (also referred to herein as the "Public Improvements") to service the Highland Oaks subdivision, in compliance with the requirements of Texas Local Government Code Subchapter C., "Developer Participation in Contract for Public Improvements"; and

WHEREAS DEVELOPER will be responsible for the design and construction of the new Public Improvements and only after acceptance by CITY will the CITY be responsible for the maintenance and operation of the new Public Improvements.

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits thereof, the parties hereto agree as follows:

Section 1. Purpose. DEVELOPER desires to design, construct, and install Water Lines (also referred to herein as the "Public Improvements") to service the Highland Oaks subdivision as shown in the Location Map included in **Exhibit A,** which exhibit is incorporated into this Agreement and made a part hereof by reference.

Section 2. Participation Levels.
DEVELOPERS prepared a Proportionality Analysis, which was reviewed and accepted by the CITY's Water Department, that shows the demand generated by the development required water lines with an 8" diameter, (referred to as the "Original Demand Public Improvements"). Therefore, DEVELOPER agrees to pay the total contract price of the costs of the design and construction of the Original Demand Public Improvements (**excluding** any costs of oversizing) and CITY agrees to reimburse DEVELOPER in an amount that equals 0% of such cost. Pursuant to Tex. Loc. Gov't Code §212.072 (b)(1) the **CITY's above stated participation level shall be limited to not exceed 30 percent of the aforesaid total contract price** for the Original Demand Public Improvements.

Section 3. Multiple Contracts. DEVELOPER and CITY (also called "Party" individually or the "Parties" collectively) agree that the Project may be completed pursuant to multiple construction contracts (herein after called "Construction Contract/s"), as deemed to be economically advantageous to the Parties. DEVELOPER shall cause each Construction Contract to have a copy of this Agreement attached thereto. Each Construction Contract shall abide by and be subject to the provisions of this Agreement, and the terms of this Agreement shall be incorporated therein and made a part thereof as if fully set forth within the Construction Contract. In the event of conflict between the terms of an individual Construction Contract and the terms of this Agreement, the terms of this Agreement shall be controlling.

Section 4. Time of Completion. DEVELOPER shall cause the Work to be diligently pursued without extended interruption and to be completed in full on or before the mandatory completion date of **June 20, 2025** (also called the "Completion Date"), subject to such extensions of time as are mutually agreed to by the Parties.

Section 5. Design, Selection & Approval of Contractor.

A. DEVELOPER, through its engineer, shall design the Project in accordance with all appropriate Ordinances and requirements of the CITY, and shall submit the Project construction plans, specifications and drawings, and all subsequent revisions thereto, to the CITY for review and approval. The intent of such plans and specifications are to define with particularity the agreement of the parties as to the Work the DEVELOPER is to perform.

B. Upon approval of this Agreement and the construction plans, DEVELOPER shall select a construction contractor and subcontractor(s), which shall be approved by the City, for the construction of the Project in accordance with all applicable state law requirements and the terms of this Agreement (hereinafter called "Construction Contractor" or "CONTRACTOR").

C. DEVELOPER shall be responsible for all required material testing and the cost for such testing shall be included in or considered a Project Cost under this Agreement.

Section 6. Project Costs.

A. DEVELOPER and CITY have agreed on the cost share percentages each Party will pay for project costs in Section 2 herein and have documented those percentages and the resulting

cost share amounts in Exhibit B the "Cost Share Requirements", which exhibit is incorporated into this Agreement and made a part hereof by reference.

B. For the Total Project, the CITY shall NOT EXCEED the participation ratios outlined in Section 2 of this Agreement.

C. Reimbursement payments shall be made upon the completion of the improvement/s being submitted for reimbursement, and acceptance by the City, and verification of the actual costs sought to be reimbursed.

D. No payments will be made until proof of actual Project costs are received by City and verified by City as outlined in Section 7.A. The Developers' total project contract amount SHALL NOT exceed **$102,403.00**, as outlined in Exhibit B, without City Council approval, and therefore the **City's Reimbursement Payments** over the Term of this Agreement SHALL NOT exceed **$29,407.00** without City Council approval.

Section 7. Project Construction and Completion.

A. Developer's Responsibilities.

1. After DEVELOPER enters into a Construction Contract(s), DEVELOPER shall administer the Construction Contract(s) for the benefit of the Parties.

2. The DEVELOPER is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing the Project under this Agreement, with full power and authority to select the means, method and manner of performing such Project, so long as such methods do not adversely affect the completed improvements. The **CITY's** interest is only in the result obtained and conformity of such completed improvements to the approved plans, specifications and the Agreement.

3. The DEVELOPER and its Construction Contractor shall be responsible for accomplishing the proper and complete performance of this Agreement and to complete all Work in accordance with said plans and specifications. Deviation by the Construction Contractor from the plans and specifications that may have been in evidence during any visitation or observation by the CITY or any of its representatives, whether called to the Construction Contractor's attention or not shall in no way relieve the DEVELOPER or its Construction Contractor from the responsibility to complete all Work in accordance with said approved plans and specifications.

4. DEVELOPER, through its engineer or a designated representative (herein after called "Developer's Rep.") shall provide all reports, summaries, change orders, applications for payment, and any other supporting documents and information as required by the CITY to make an accurate assessment of the DEVELOPER's compliance with this Agreement, and CITY's requirement for progress and final payments.

5. **Intentionally Left Blank.**

6. The DEVELOPER hereby agrees to give CITY, its agents and representatives the right to enter the property or location on which the Project is to be constructed or installed, for the purpose of inspecting the Work.

7. Developer's Rep. shall provide on-site inspection of the construction of the Project.

8. **Compliance with Laws and Ordinances**. The DEVELOPER shall and shall also cause its Construction Contractor(s) to at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect this Agreement or the Work paid for hereunder. DEVELOPER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY FROM AND AGAINST ALL CLAIMS ARISING FROM VIOLATIONS OF ANY LAWS, ORDINANCES, AND REGULATIONS BY DEVELOPER ITS REPRESENTATIVES, CONTRACTOR(S) OR THE CONTRACTOR'S EMPLOYEES. If the DEVELOPER'S REPRESENTATIVE observes that the plans and specifications are at variance therewith, the DEVELOPER'S REPRESENTATIVE shall promptly notify the CITY in writing, and any necessary changes shall be adjusted as provided in the Agreement for changes in the contracted Work. If the DEVELOPER or its CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CITY, the DEVELOPER shall solely bear all costs arising therefrom.

9. **OSHA Requirements**. The DEVELOPER and its CONTRACTOR(S) will be required to adhere to, and all mechanical equipment and construction procedures shall conform to, all of the applicable requirements of the Federal Occupational Safety and Health Act of 1930 (OSHA) which is made a part of this Agreement by reference. Particular attention should be given to requirements relating to trench safety.

10. **Trench Safety Systems**. The DEVELOPER'S and/or its CONTRACTOR'S trench safety systems shall be designed and installed in accordance with the City of Tyler Standard Specification for Trench Safety Systems, and prior to commencement of the Project, two (2) copies of a Trench Safety Plan for the Project shall be submitted to the CITY.

B. City's Responsibilities.

1. CITY shall designate its authorized representative(s) for the Project (herein after called "City's Rep."), who shall make periodic visits to the site to become familiar generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Project plans and specifications.

2. The City's Rep. shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the Project construction or be in any way responsible for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of the same.

3. City's Rep. shall review and approve all of the Project plans and specifications, and the Construction Contractor's initial cost breakdown with schedule of values and shall be responsible to accurately recommend or deny pay applications.

4. City's Rep. shall review and approve construction progress schedule, schedule of shop drawings, and other schedules prepared by the Construction Contractor and determine their acceptability and shall also review test data and approve shop drawings submitted by the Construction Contractor.

5. City's Rep. shall review the Construction Contractor's application for payment, conduct on-site inspections, verify that the work is in accordance with the approved plans and specifications of the Project construction documents, certify that the work has progressed to the point indicated in the application, and make recommendations for payment of CITY's reimbursement for the completed costs of construction in accordance with the terms as set forth in Exhibit "B".

6. City's Rep. shall review all change orders for authorized alterations to the construction of the Project and recommend **CITY** approval or denial of such changes when necessary.

7. City's Rep. shall, upon such inspection, request changes or corrections to the Work performed if the City's Rep. finds such changes or corrections to be necessary for compliance with the approved Project plans and specifications.

8. City's Rep. shall conduct final inspection and recommend to **CITY** when final completion is accomplished and when final payment is required.

C. Change Orders.

1. Any change order that either impacts the Project improvements or affects the amount to be paid by the CITY shall be approved by CITY staff. If the cumulative amount of all change orders equals 25% over the amount of the CITY's original contracted reimbursement, then such change order that meets this condition shall be approved by the Tyler City Council (hereafter called the "City Council") prior to execution by DEVELOPER or its Construction Contractor.

2. Any change orders for work requested by CITY shall be subject to review and approval by DEVELOPER, which shall not be unreasonably withheld or delayed. Such approval shall be prioritized if the change order addresses work that either was or is being performed out of compliance with approved Project plans and

specifications, or out of compliance with local, state or federal law or regulations. If such priority change orders are not reasonably complied with by the Developer, such refusal to comply shall be deemed as a default by the DEVELOPER.

3. Any CITY requested changes to the Project construction plans or specifications that cause the CITY's total reimbursement to exceed the CITY's contracted reimbursement amount as outlined in **Exhibit B** shall be paid by both CITY and DEVELOPER according to the percentages shown in the Cost Share Requirements in **Exhibit B** of this Agreement; provided however that all limits on CITY'S total reimbursement amount stated in Section 2 and this subsection C are also being complied with.

4. If CITY determines that any CITY required changes to the Project construction plans or specifications are made to correct Work that is clearly non-compliant with the approved plans and specifications, then in the City's sole discretion, said change order shall either be paid: 1) by the DEVELOPER solely, or 2) according to the percentages shown in the Cost Share Requirements in Exhibit B.

5. The DEVELOPER shall have the right to terminate their Construction Contract(s) and to enforce its remedies thereunder, as determined by the DEVELOPER to be necessary. In the event of any such termination, the DEVELOPER shall have the right to complete and/or cause the completion of the Project itself and/or through such other contractor(s) as the DEVELOPER determines to be appropriate, provided that such contractors are approved by CITY. The costs of any necessary and approved completion work shall be considered a Project Cost.

Section 8. Withholding of Payments.

A. Upon the recommendation for payment by the CITY's representative, CITY may, on account of subsequently discovered evidence, withhold the whole or part of any payment as may be necessary to be protected from loss on account of defective work not remedied, claims filed that affect the Project, or any tangible damage to the CITY. When the aforestated grounds are removed, or a Surety Bond is provided which will protect the CITY in the amount withheld, payment shall be made for amounts withheld.

Section 9. Final Completion and Acceptance. When all Work has been completed on the Project:

A. The DEVELOPER shall furnish to the CITY a notification stating that all Work has been completed in accordance with the plans and specifications.

B. CITY will make a final inspection of the Project, and if the Work is found to be incomplete or defective, the DEVELOPER shall and shall cause its Construction Contractor to take whatever measures as are necessary to complete such Work or remedy such deficiencies.

C. The DEVELOPER shall file with the CITY a notarized Affidavit of Bills Paid for its Construction Contractor(s), along with applicable Unconditional Waiver and Release

forms covering all labor, services, equipment, or materials furnished to property covered under this Agreement or to persons with whom the DEVELOPER and/or its Construction Contractor contracted with in the performance of this Agreement. A waiver and release given by a DEVELOPER or its Construction Contractor(s) shall substantially comply with the applicable form described in Tex. Prop. Code § 53.284, subsections (d) - (e).

D. The DEVELOPER shall provide consent of surety, if any, to final payment. If surety is not provided, the DEVELOPER shall provide complete and legally effective releases or waivers (satisfactory to CITY) of all claims arising out of or filed in connection with the Work.

E. The DEVELOPER shall furnish to the CITY a one (1) year maintenance bond for one hundred percent (100%) of the total contract, in favor of the CITY.

F. The DEVELOPER shall prepare a final statement of the value of all Work performed and materials furnished under the terms of the AGREEMENT and shall certify same to the CITY.

G. **Final Payment**. If the Work is found to be complete in accordance with the City approved plans and specifications and all of the foresaid requirements of this **Section 9** have been satisfied, then written notice of final acceptance will be provided by the CITY to the DEVELOPER. The CITY shall pay to the DEVELOPER the balance due the DEVELOPER under the terms of this AGREEMENT. Neither the written notice of final acceptance nor the final payment, nor any provision in the contract documents, shall relieve the DEVELOPER of the obligation for fulfillment of any warranty which may be required.

Section 10. Ownership of Project. Upon final completion and final acceptance of the Project, the Project shall be owned by the CITY, and the CITY shall be responsible for future maintenance of the Project.

Section 11. Liquidated Damages. The time set forth in Section 4 of this Agreement for the completion of the Work is an essential element of this Agreement. For each working/calendar day that any Work shall remain uncompleted after the expiration of the mandatory completion date specified in the contract, together with any agreed upon extensions, five-hundred ($500) dollars per day will be deducted from the City's reimbursement amount, not as a penalty, but as liquidated damages.

Section 12. Extension of Time. Should the Construction Contractor be delayed in the completion of the Project by any act or, omission or neglect of the CITY, or by CITY requested changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause(s) that the Parties mutually agree are or were beyond the Construction Contractor's control, then a mutually agreed to extension of time shall be negotiated, or if no agreement can be reached by the Parties, then a reasonable extension of time, based on area and industry standards, shall be allowed for completing the Work.

Section 13. Left Blank Intentionally

Section 14. INDEMNIFICATION.

A. DEVELOPER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, 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 AND CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF DEVELOPER, ITS CONTRACTOR OR SUBCONTRACTORS, OR ANYONE FOR WHOSE ACTS THE DEVELOPER, CONTRACTOR OR SUBCONTRACTORS MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE CITY. THE DEVELOPER'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DEVELOPER'S DUTY TO INDEMNIFY AND DEFEND CITY UNDER THIS PARAGRAPH WILL APPLY AND WILL EXTEND TO COVER LOSSES REGARDLESS OF WHETHER SUCH LOSSES ARE CAUSED BY EITHER DEVELOPER'S OR CITY'S CONCURRENT, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE. PROVIDED, HOWEVER, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS OBLIGATING DEVELOPER TO INDEMNIFY THE CITY FOR THE NEGLIGENCE OR ACTIONS OF THE CITY, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR THIRD PARTIES OVER WHOM DEVELOPER HAS NO RIGHT OF CONTROL.

B. DEVELOPER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND OTHER CONSULTANTS FROM AND AGAINST ALL LIABILITY FOR ANY AND ALL CLAIMS, LIENS, DEMANDS, AND DAMAGES OF EVERY KIND ARISING OUT OF OR RESULTING FROM ANY INFRINGEMENT BY THE DEVELOPER, ITS CONTRACTOR OR SUBCONTRACTORS, OR ANYONE FOR WHOSE ACTS THE DEVELOPER, CONTRACTOR OR SUBCONTRACTORS MAY BE LIABLE OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT OR RESULTING FROM THE INCORPORATION IN THE WORK PERFORMED THEREUNDER OF ANY INVENTION, DESIGN, PROCESS, PRODUCT OR DEVICE.

C. IT IS AGREED FOR ALL PURPOSES HEREUNDER, DEVELOPER IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS BE DEEMED AN AGENT OR EMPLOYEE OF CITY, AND DEVELOPER SHALL IN NO MANNER INCUR ANY EXPENSES OR LIABILITY ON BEHALF OF CITY.

D. FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISES DEFECTS IN IMPROVEMENTS CONSTRUCTED BY DEVELOPER WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, ANY AND ALL SUCH DEFECTS BEING EXPRESSLY WAIVED BY DEVELOPER. DEVELOPER UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON

BEHALF OF DEVELOPER OR ANY OF ITS MEMBERS, AGENTS, EMPLOYEES, CUSTOMERS, OR VISITORS.

E. IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND DEVELOPER WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE DEVELOPER OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

F. DEVELOPER AGREES TO COMPLY WITH THE WORKER'S COMPENSATION ACT OF THE STATE OF TEXAS AND TO PAY OR CAUSE TO BE PAID ALL COMPENSATION, MEDICAL OR HOSPITAL BILLS WHICH MAY BECOME DUE AND PAYABLE THEREUNDER, AND TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY FROM AND AGAINST ANY AND ALL LIABILITY BY REASON OF INJURY OF EMPLOYEES OF DEVELOPER. DEVELOPER SHALL FURNISH CITY WITH A CERTIFICATE FROM ITS INSURANCE CARRIER EVIDENCING DEVELOPER'S COMPLIANCE THEREWITH.

G. DEVELOPER AGREES TO COMPLY WITH ABOVE REQUIREMENTS IN CONNECTION WITH SERVICES AND/OR WORK COVERED UNDER THIS AGREEMENT.

Section 15. Statutory Performance and Maintenance payment and Payment Bonds.

A. DEVELOPER shall provide or cause the Construction Contractor(s) chosen to provide the CITY with a good and sufficient ***Statutory Performance and Maintenance Bond and Payment Bond*** in the amount equal to one hundred percent (100%) of the total amount of the Project Cost.

B. Sureties may not be accepted who are now in default or delinquent on any bonds or who are involved in any litigation against the CITY. All bonds must be made on the form provided in **Exhibit D** of this Agreement, and must be executed by an approved surety company authorized to do business in the State of Texas and registered by the State Board of Insurance to conduct business in the State of Texas

C. Each bond must be executed by the Construction Contractor and the sureties. Should any surety be determined unsatisfactory at any time by the City, notice will be given to the DEVELOPER to that effect, who will cause a new surety bond to be provided satisfactory to the CITY within fifteen (15) calendar days. Payments may be withheld until the new surety or sureties have qualified and been accepted by the CITY.

Section 16. Notices. All notices, requests, demands and other communications under this Agreement shall be given by electronic mail and either (i) overnight courier or (ii) hand delivery addressed as follows:

If to the CITY: City of Tyler
511 W. Locust St.

Tyler, TX 75702
Attn: Kate Dietz, P.E.
Email: kdietz@tylertexas.com
Phone: 903-531-1234

If to DEVELOPER: Genecov West Mud Creek LLC
1350 Dominion Plaza
Tyler, TX 75703
Attn: William R. (Trey) Brewer, III
Email: tbrewer@genecov.com
Phone: 903-509-5544

Section 17. Termination of Agreement. Except for provisions that expressly survive the termination of this Agreement, this Agreement shall terminate upon the Completion Date unless terminated earlier as follows:

A. On the date of termination set forth in a written notice by one Party to the other Party if construction of the Project is not completed by the time set forth in Section 4 of this Agreement for the completion of the Work, including any mutually agreed upon extensions;

B. On the date of termination set forth in a written notice provided by a Party to the other Party in the event the other Party breaches any of the terms or conditions of this Agreement, and such breach is not cured on or before the thirtieth (30th) day after the nonbreaching Party sends written notice to the breaching Party of such breach;

C. On the date of termination set forth in a written notice by City to DEVELOPER if Company suffers an event of Bankruptcy or Insolvency;

D. By written agreement of the Parties;

Section 18. Entire Agreement. Modification. This Agreement constitutes the entire agreement between the Parties concerning the design and construction costs related to the construction of the Public Improvement as described herein and it supersedes all other agreements or understandings, oral or written. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein. No related modification or subsequent agreement shall be binding upon any party unless and until it is reduced to writing and signed by the parties.

Section 19. Applicable Law. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought to enforce or interpret this Agreement shall be in Smith County, Texas. The Parties shall comply with all applicable federal, state, and local laws in the performance of this Agreement.

Section 20. Parties in Interest. Successors and Assigns. This Agreement shall be for the sole and exclusive benefit of the CITY and DEVELOPER and shall not be construed to confer any

benefit or right upon any other party. This Agreement shall apply to and be binding upon the parties hereto and respective officers, directors, successors in interest and assigns. This Agreement is not assignable without the express written consent of the other party.

Section 21. Binds Heirs, Successors and Assigns. DEVELOPER acknowledges that it will comply with the terms of this Agreement for any work completed under this Agreement. DEVELOPER hereby jointly and severally binds itself, its heirs, successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

Section 22. Authorization. Each party represents that:

A. Execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization; and

B. That project completion as contemplated herein will not result in a breach or violation of, or a default under, any agreement by which it or any of its properties is bound, or by any statute, rule, regulation, order, or other law to which it is subject.

IN WITNESS HEREOF, the parties have executed this agreement on this _____ day of

_____ 20__.

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Bragger
Printed Name

APPROVED:

By: _____
City Attorney's Office

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader

_____
Printed Name

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this the _____ day of _____ 20__, by **Edward Broussard, City Manager**, on behalf of **CITY OF TYLER**.

_____
Notary Public in and for the State of Texas

Project Name: Enter project name here

AGENDA ITEM NUMBER: _____
DATE CITY COUNCIL APPROVED: _____

FOR THE DEVELOPER:

Genecov West Mud Creek LLC

By: William R Brewer III

Manager
Title

William R Brewer III
Printed Name

THE STATE OF TEXAS §
§ **DEVELOPER'S ACKNOWLEDGEMENT**
COUNTY OF SMITH §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared William R. Brewer, III, who is known to me, or who was proved to me through personally Known 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 May day of 27th, 2025.

Sarena L. Watson
Notary Public in and For the State of Texas

Sarena L. Watson
My Commission Expires: June 14, 2027 Notary's Printed Name

SARENA L WATSON
Notary Public
STATE OF TEXAS
ID# 1061169-8
My Comm. Exp. Jun. 14, 2027

Exhibit A

Location Map



VICINITY MAP

N.T.S.

EXHIBIT B
Cost Share Guidelines

EXHIBIT B			
Public Improvement Cost Share Guidelines			
Estimated Project Activities for Original Demand Public Improvements	**Total Contract Cost**	**Developer Portion**	**City Portion**
Waterline – 8" Diameter	$72,996.00	$72,996.00	$0
Total Cost/ Developer portion/ City's portion	$72,996.00	$72,996.00	$0
Developers % share/ City's % Share not exceeding 30%	100%	100%	0%

EXHIBIT B (page 2)
Cost Share Guidelines

EXHIBIT B			
Public Improvement Cost Share Guidelines			
Estimated Project Activities for Oversized Public Improvements	**Cost**	**Developer Portion**	**City Portion**
Waterline – oversized at 12" Diameter	$102,403.00	$72,996.00	**$29,407.00**
Total Cost/ Developer portion/ City's portion	$102,403.00	$72,996.00	$29,407.00
Developers % share (if any)/ City's % Share	100%	71.28%	28.72%

NOTICE TO POLICYHOLDERS
TEXAS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Great Midwest Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-203-1179

You may also write to Great Midwest Insurance Company at:

800 Gessner Rd
Suite 600
Houston, TX 77024

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Great Midwest Insurance Company's para obtener información o para presentar una queja al:

1-800-203-1179

Usted también puede escribir a Great Midwest Insurance Company:

800 Gessner Rd
Suite 600
Houston, TX 77024

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósito informativos y no se convierte en parte o en condición del documento adjunto.

EXHIBIT D
Performance and Maintenance Bond and Payment Bond

THE STATE OF TEXAS	§	**STATUTORY**
	§	**PERFORMANCE AND MAINTENANCE BOND**
	§	**AND**
	§	**PAYMENT BOND**
	§	
	§	
	§	**PURSUANT TO**
	§	
	§	**CITY POLICY, AGREEMENT**
	§	**AND/OR**
COUNTY OF SMITH	§	**TEX. GOV'T CODE, TITLE 10, CHAPTER § 2253**

THAT, Dynasty Development, LLC. [*contractor*], as **PRINCIPAL**, and Great Midwest Insurance Company [*surety*], a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as **SURETY**, are held and firmly bound unto the City of Tyler (**CITY**), Texas in Smith County, as **OBLIGEE**, in the amount of Seventy-Seven-Thousand-Six-Hundred-Ninety-Five-Dollars and 00/100 Cents [*insert figure using written words*], ($ 77,695.00) [*insert numerical figure*] payable to the City of Tyler, Texas for the payment of which, the said **PRINCIPAL** (Contractor) and **SURETY** bind themselves, and their heirs, administrators, executors, successors, legal representatives, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **PRINCIPAL** (Contractor) has entered into a certain contract with the **OBLIGEE** (City), dated the 10 day of APRIL, 2025 [*insert date from **Standard Form of Agreement***], for:

(TWU) Contract Number	N/A
Project Name	Highland Oaks

which contract is hereby referred to as the AGREEMENT and made a part hereof as fully and to the same extent as if copied at length herein;

WHEREAS, the performance bond guarantees the **OBLIGEE** (City) that the **PRINCIPAL** (Contractor) will fully and faithfully execute the Work and performance of the AGREEMENT according to its terms including price and time and is solely for the protection of the **OBLIGEE** (City) in the amount of the contract and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents;

WHEREAS, pursuant to TEX. GOV'T CODE ANN. § 2253.021 and the ***Standard Form of Agreement,*** a performance bond is required when the contract amount is in excess of one hundred thousand dollars ($100,000);

WHEREAS, the maintenance bond guarantees the **OBLIGEE** (City) that the **PRINCIPAL** (Contractor) will guarantee the Work against faulty workmanship and/or materials for a specified period of time following completion of the AGREEMENT;

WHEREAS, pursuant to City policy and the ***Standard Form of Agreement*** a maintenance bond shall accompany the performance bond for the **PRINCIPAL** (Contractor) to guarantee the Work against faulty workmanship and/or materials for a maintenance period of a specified period of one (1) year after the date of final acceptance of the Work;

WHEREAS, the payment bond guarantees the **OBLIGEE** (City) that the **PRINCIPAL** (Contractor) shall pay all bills for materials and labor for work provided for in said AGREEMENT and is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work, labor or material and in the amount of the contract;

WHEREAS, pursuant to TEX. GOV'T CODE ANN. § 2253.021, for contracts in excess of $25,000 a payment bond is required; however, pursuant to **CITY** Policy and the ***Standard Form of Agreement*** a payment bond shall be required for ALL projects regardless of value;

WHEREAS, the **PRINCIPAL** (Contractor), is required by law, pursuant to TEX. GOV'T CODE ANN. § 2253.021 and/or the ***Standard Form of Agreement,*** to execute all bonds before commencing the Work.

NOW THEREFORE:

THE FIRST (1st) CONDITION OF THIS OBLIGATION IS SUCH, that if the said **PRINCIPAL** shall faithfully **perform** the Work required by and in accordance with the AGREEMENT then this obligation shall be null and void; otherwise it shall remain in full force and effect;

THE SECOND (2nd) CONDITION OF THIS OBLIGATION IS SUCH, that if the said **PRINCIPAL** (Contractor) shall faithfully perform the Work required by and in accordance with the AGREEMENT including any performance required of said **PRINCIPAL** (Contractor) for a **maintenance** period of one (1) year after the date of final acceptance of the work, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

THE THIRD (3rd) CONDITION OF THIS OBLIGATION IS SUCH, that if the said **PRINCIPAL** (Contractor) shall **pay** all claimants supplying the labor and material to him or a subcontractor in the prosecution of the Work provided for in said AGREEMENT, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the TEX. GOV'T CODE ANN. and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT, or to the Work performed hereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and **SURETY** does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the AGREEMENT, or to the Work performed thereunder.

The undersigned **SURETY** company represents that it is duly qualified to do business in Texas and is registered by the State Board of Insurance to conduct business in the State of Texas, and acceptable according to the latest list of the companies holding Certificates of Authority from the Secretary of the Treasury of the United States and hereby designates Caleb Hale [*insert Agent's name*], an agent in Smith County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship and to establish venue in Smith County, Texas.

IN WITNESS WHEREOF, the said **PRINCIPAL** (Contractor) and **SURETY** have signed and sealed this instrument this 10 day of APRIL, 2025.

DATE OF BONDS MUST NOT BE PRIOR TO DATE ON *Standard Form of Agreement*

BOND NUMBER: GM243884

PRINCIPAL (Contractor)	**SURETY**
Dynasty Development, LLC.	Great Midwest Insurance Company
Printed Name of Principal	Printed Name of Surety
1350 Dominion Plaza	800 Gessner, Suite 600
Tyler, TX 75703	Houston, TX 77024
Physical Address	Physical Address
1350 Dominion Plaza	2255 Ridge Road, Ste 333
Tyler, TX 75713	Rockwall, TX 75087
Mailing Address	Mailing Address
903-509-8844	972.772.7220
Telephone Number	Telephone Number
By: Will R Bra III	**By:** Caleb Hale
Signature	Signature Caleb Hale
Manager	Attorney-in-Fact
Title	Title
	SURETY'S SEAL:

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint Jeremy Barnett, Tony Fierro, Jay Jordan, Robert G. Kanuth, Johnny Moss, Jade Porter, Jarrett Willson, Ryan Cox, Brady Wilson, Caleb Hale

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 10 Day of April 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

OPINION OF PROBABLE COST
HIGHLAND OAKS

Project Name:	Highland Oaks- Genecov	**Prepared By:**	RWD
Project Location:	Tyler, Texas	**Check By:**	JGM
Project No.:	2021.027	**Date:**	03/25/25

8" Water Service

	Quantity	Unit	Unit Cost	Total
8" C-900 PVC (DR-14)	651	L.F.	$54.00	$35,154.00
8" DIP	18	L.F.	$205.00	$3,690.00
8" Plug	1	Each	$900.00	$900.00
8" Tee	2	Each	$900.00	$1,800.00
8" Valve	1	Each	$2,244.00	$2,244.00
12"x8" Reducer	1	Each	$900.00	$900.00
8" 45 Degree Bend	1	Each	$900.00	$900.00
8" 15 Degree Bend	3	Each	$900.00	$2,700.00
			Sub-total	$48,288.00

12" Water Service

12" C-900 PVC (DR-14)	651	L.F.	$95.00	$61,845.00
12" DIP	18	L.F.	$225.00	$4,050.00
12" Plug	1	Each	$900.00	$900.00
12"x12"x8" Tee	2	Each	$900.00	$1,800.00
12" Valve	1	Each	$5,500.00	$5,500.00
12" 45 Degree Bend	1	Each	$900.00	$900.00
12" 15 Degree Bend	3	Each	$900.00	$2,700.00
			Sub-total	$77,695.00

Difference Total $29,407.00

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-11

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify the contract change order to KSA Engineers, Inc. for the Federal Aviation Administration (FAA) Grant 55 - Airfield Electrical Vault Replacement project at the Tyler Pounds Regional Airport increasing the contract amount by $1,274.96 bringing the total from $1,459,431.00 to $1,460,705.96.

Item Reference:

The Airfield Lighting Vault project was approved on August 14, 2024. B-C Company was awarded the bid contract for $1,459,431.00. This contract change order request will increase the contract by $1,274.96 for asbestos testing required by the City of Tyler prior to demolition.
The adjusted contract price will be $1,460,705.96.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to ratify the contract change order to KSA Engineers, Inc. for the Federal Aviation Administration (FAA) Grant 55 - Airfield Electrical Vault Replacement project at the Tyler Pounds Regional Airport increasing the contract amount by $1,274.96 bringing the total from $1,459,431.00 to $1,460,705.96.

Attachments:
KSA - BC Company Contract CO $1,274.96

Drafted/Recommended By:
Department Leader Steve Thompson/Airport Director

Edited/Submitted By:
City Manager

KSA ENGINEERS, INC. 8866 Synergy Dr McKinney, TX 75070 **CONTRACT CHANGE ORDER**	Date: May 30, 2025 KSA Project No.: 102169 Location: Tyler Pounds Regional Airport
To (Contractor) B-C Company, Inc. P.O. Box 136729 Fort Worth, TX 76136	Job Description: Airfield Vault Replacement Project Change Order No. 1 - Asbestos Testing Total Contract Price: Original $1,459,431.00 CO1 $1,274.96

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
	Item CO 1.01 is required to reconcile the final as-constructed quantities. Also, 128 calendar days for weather and 0 calendar days for documented construction changes for the project are being added to the contract.		
CO 1.01	Asbestos analysis of existing vault buidling as required by City of Tyler prior to demolition.		$1,274.96
	Change in contract price due to this Field Order:		
	Total Decrease	$0.00	
	Total Increase		$1,274.96
	Difference between Columns (3) and (4)		$1,274.96
	Net (increase) (~~decrease~~) (~~unchanged~~) in contract price		$1,274.96

The sum of $1,274.96 is hereby (~~unchanged~~) (added to) (~~deducted from~~) the total contract price, and the total adjusted contract price to date thereby is $1,460,705.96.

The time provided for completion in the contract is (unchanged) (~~increased by~~) (~~decreased by~~) 0 calendar days for a new total time provided for completion of 300 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by (Engineer)	J.A. McKizzie KSA Engineers, Inc.	5/30/2025 Date
Accepted by (Contractor)	Ann Bartholomew B-C Company, Inc.	5/30/2025 Date
Approved by (Owner)	Edward Broussard City of Tyler Edward Broussard, City Manager	06/10/25 Date

Approved! City Attorney's Office

CO 01

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-12

Date: June 25, 2025

Subject: Request that the City Council consider authorizing the City Manager to ratify the approval of the U.S. Department of Transportation Disadvantaged Business Enterprise (DBE) Program Policy Statement for the Tyler Pounds Regional Airport.

Item Reference:

The City of Tyler, TX (hereafter referred to as 'Sponsor") Sponsor for Tyler Pounds Regional Airport (hereafter referred to as "Airport") has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance the Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

The DBE Program policy statement is attached

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to ratify the approval of the U.S. Department of Transportation DBE Program Policy Statement for the Tyler Pounds Regional Airport.

Attachments:
DBE Program Policy Statement 2025

Drafted/Recommended By:
Department Leader Steve Thompson- Airport Director

Edited/Submitted By:
City Manager

U.S. DEPARTMENT OF TRANSPORTATION
DBE PROGRAM – 49 CFR PART 26

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Tyler, TX (hereafter referred to as "Sponsor") Sponsor for Tyler Pounds Regional Airport (hereafter referred to as "Airport") has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance the Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Sponsor to ensure that DBEs as defined in Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the Sponsor's policy to engage in the following actions on a continuing basis:

- To ensure nondiscrimination in the award of and administration of DOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT-assisted contracts;
- To promote the use of DBEs in all types of DOT-assisted contracts and procurement activities;
- To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
- To make appropriate use of the flexibility afforded to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

The Tyler Pounds Regional Airport – Project Coordinator*, has been designated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Department of Transportation.

The Sponsor has disseminated this policy statement to the governing board, including the City Council, Airport Manager, and all components of the organization. This statement has been distributed to DBE and non-DBE business communities that may perform work for us on DOT-assisted contracts. This distribution is made through our DBE office (for DBE purposes – located at the DBELO's office) and through plans and specifications for each project.

Edward Broussard

Edward Broussard, City Manager
City of Tyler, TX

06/10/2025

Date

Approved: Ste M. Kam

*Refer to Section 26.25 of this DBE Program or the Organizational Chart for the name and contact information

ATTACHMENT 2 – ORGANIZATIONAL CHART U.S. Department of Transportation DBE Progr

Abbreviated for Federal Aviation Administration DBE purposes

49 C.F.R. PART 26

Tyler Pounds Regional Airport

