Board of Commissioners Packet

March 17, 2020
2 p.m. - Budget Workshop
3:30 p.m. - Regular Meeting
CDA Office, 1228 Town Centre Drive, Eagan
For more information, call 651-675-4432.

Dakota County CDA Board meeting agendas are available online at:
http://www.dakotacda.org/board_of_commissioners.htm

Future Board Meetings & Events

March 17, 2020
CDA Board of Commissioners Regular Meeting – 3:30 p.m.
Dakota County CDA Boardroom, 1228 Town Centre Drive, Eagan, MN 55123


**BOARD MEETING**  
March 17, 2020 – 3:30 p.m.  
Dakota County CDA, 1228 Town Centre Drive, Eagan, MN 55123

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For more information, call 651-675-4432.

Dakota County CDA Board meeting agendas are available online at: http://www.dakotacda.org/board_of_commissioners.htm

Next CDA Board Meeting:
April 21, 2020 Regular Meeting – 3:30 p.m.
Dakota County CDA Boardroom, 1228 Town Centre Drive, Eagan, MN 55123
BE IT FURTHER RESOLVED, by the Dakota County Community Development Agency Board of Commissioners that the minutes for the January 14, 2020 Regular CDA Board meeting be approved as written.

Motion: Commissioner Egan  Second: Commissioner Slavik

Ayes: 7  Nays: 0  Abstentions: 0

Yes  No  Absent  Abstain
Slavik  X
Gaylord  X
Egan  X
Atkins  X
Workman  X
Holberg  X
Gerlach  X
Cummings  X

FEDERAL PUBLIC HOUSING AND HOUSING CHOICE VOUCHER AGENDA

20-6232  Authorization To Submit Amendments To HUD Demolition/Disposition Application (DDA009902)

WHEREAS, the Dakota County CDA submitted HUD application DDA009902 on July 30, 2019 to the U.S. Department of Housing and Urban Development’s Special Applications Center (SAC); and

WHEREAS, the application was approved by SAC on September 17, 2019 for the disposition of 120 DCCDA scattered-site units; and

WHEREAS, the CDA is now requesting additional flexibility in the disposition of these units to sell units at Fair Market Value (FMV) to current residents who can afford them; and

WHEREAS, in addition to selling units to current residents who can afford them, the CDA is also requesting that if other units’ conditions or locations makes them problematic to preserve long-term; the CDA is requesting the ability to sell those units at FMV; and

WHEREAS, the CDA would use any sale proceeds for public housing or Section 8 uses, both eligible uses under Section 18 of the U.S. Housing Act of 1937.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, staff is authorized to submit these proposed amendments to the disposition approval for HUD’s review and consideration.

Motion: Commissioner Cummings  Second: Commissioner Gaylord

Ayes: 7  Nays: 0  Abstentions: 0

Yes  No  Absent  Abstain
Slavik  X
Gaylord  X
Egan  X
Atkins  X
Workman  X
Holberg  X
Gerlach  X
Cummings  X

- 6 -
CONSENT AGENDA

20-6233 Approve Record Of Disbursements – January 2020

BE IT RESOLVED, by the Dakota County Community Development Agency Board of Commissioners, That the January 2020 Record of Disbursements is approved as written.

Motion: Commissioner Atkins  Second: Commissioner Slavik

Ayes: 6   Nays: 0   Abstentions: 0

Yes  No  Absent  Abstain

- Slavik  X
- Gaylord  X
- Egan  X
- Atkins  X
- Workman  X
- Holberg  X
- Gerlach  X

20-6234 Request To Delegate Appointments To Dakota Broadband Board For Appointment To Executive Committee

WHEREAS, the Dakota Broadband Board by-laws provide for each member to appoint one primary and one alternate to the Dakota Broadband Board Executive Committee; and

WHEREAS, input on delegation of the appointment of the Dakota Broadband Board Executive Committee primary and alternate was received from the Dakota Broadband Board’s legal agent (Dakota County Attorney’s Office).

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Executive Director is hereby authorized to appoint the primary and the alternate for the Dakota Broadband Board Executive Committee representatives on the Dakota Broadband Board Committee annually, starting in 2020.

Motion: Commissioner Atkins  Second: Commissioner Slavik

Ayes: 5   Nays: 1   Abstentions: 0

Yes  No  Absent  Abstain

- Slavik  X
- Gaylord  X
- Egan  X
- Atkins  X
- Workman  X
- Holberg  X
- Gerlach  X

20-6235 Approval Of Changes To Housing Finance Policy

WHEREAS, the Dakota County Community Development Agency (CDA) staff desires to amend the Housing Finance Policy; and

WHEREAS, CDA staff proposes to clarify that the CDA will not take action in connection to the issuance of bonds or the establishment of a tax increments district, until completed Applications(s) for Revenue Bonds (which includes the Tax Credit Application if Tax Credits are being sought) and/or Tax Increment Financing Assistance have been received by the CDA and all required fees have been paid; and
WHEREAS, CDA staff proposes to extend the general length of time it takes to meet the general procedural requirements from two to three months to two to four months.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the recommended changes to the Housing Finance Policy, as shown in the Attachment A, are hereby approved.

Motion: Commissioner Atkins
Second: Commissioner Slavik
Ayes: 6  
Nays: 0  
Abstentions: 0

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REGULAR AGENDA

Public Hearing To Receive Comments And Adopt The 2021 Qualified Allocation Plan For The Allocation Of Low Income Housing Tax Credits Under Section 42 Of The Internal Revenue Code of 1986, As Amended

Kathy Kugel presented.

WHEREAS, pursuant to Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”), and Minnesota Statutes Sections 462A.221 through 462A.225, the Dakota County Community Development Agency (the “CDA”) is authorized to allocate low income housing tax credits (the “Tax Credits”); and

WHEREAS, in accordance with Section 42 of the Code, on the date hereof, the CDA held a public hearing regarding a Qualified Allocation Plan (the “QAP”) in the form presented to the CDA on the date hereof, which details the basis for allocating Tax Credits among applicants; and

WHEREAS, notice of the public hearing was published in a newspaper of general circulation in Dakota County at least 14 days prior to the date hereof; and

WHEREAS, the CDA is currently authorized to allocate approximately $1,065,673 of 2021 Tax Credits; and

WHEREAS, pursuant to Minnesota Statutes, Section 462A.222, the CDA is authorized to make allocations in connection with the “first round” of allocations for 2021 Tax Credits by Minnesota Housing, which is expected to be Thursday, June 4, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that:

1. The QAP is hereby adopted in substantially the form on file with the CDA on the date hereof, and the staff of the CDA are hereby authorized to prepare a Procedural Manual and a Compliance Monitoring Manual consistent with the QAP, to notify prospective applicants of the availability of the AQP and Procedural Manual and to set the deadline for accepting applications for Tax Credits, consistent with Minnesota Housing’s first round deadline.

2. Because the members of the Dakota County Board of Commissioners are the ex-officio members of the Issuer, this approval constitutes approval of the QAP by the applicable elected representative of the CDA for purposes of Section 42 of the Code.
Close Public Hearing
Motion: Commissioner Slavik Second: Commissioner Holberg

Ayes: 6  Nays: 0  Abstentions: 0

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Resolution
Motion: Commissioner Egan Second: Commissioner Atkins

Ayes: 6  Nays: 0  Abstentions: 0

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INFO  Annual GREATER MSP Update

Peter Frosch from GREATER MSP provided updates.

INFO  Economic Development Strategy Update And Adoption of 2020 Workplan

Lisa Alfson provided updates. No vote on Resolution at this time. Revise and bring to the Board for further discussion.

INFO  Housing Development Update

Kari Gill provided updates.

INFO  Executive Director's Update

Tony Schertler provided updates.

ADJOURNMENT

20-6237  Adjournment

BE IT RESOLVED, that the Dakota County Community Development Agency Board of Commissioners hereby adjoins until Tuesday, March 17, 2020.

Motion: Commissioner Egan Second: Commissioner Holberg

Ayes: 7  Nays: 0  Abstentions: 0

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Atkins  X
Workman  X
Holberg  X
Gerlach  X
Cummings  X

The CDA Board meeting adjourned at 5:33 p.m.
Approval Of Amendments To The Housing Choice Voucher Administrative Plan

Meeting Date: 3/17/2020
Department: Housing Assistance
Prepared By: Lisa Hohenstein
Contact: Lisa Hohenstein
Contact Phone: 651-675-4543

Fiscal/FTE Impact:
☒ None
☐ Amount included in current budget
☐ Budget amendment requested
☐ FTE included in current complement
☐ New FTE(s) requested
☐ Other:

PURPOSE/ACTION REQUESTED
• Approve amendments to the Housing Choice Voucher Administrative Plan.

SUMMARY
The Dakota County Community Development Agency (CDA), as an administrator of the federal Housing Choice Voucher (HCV) program, is required to adopt and maintain an administrative plan to delineate the mandatory and discretionary policies used to govern the program. Periodically, the plan needs to be updated as the U.S. Department of Housing and Urban Development adopts new or revised regulations and as the agency determines a need to revise its policies.

Attachment A are the edited chapters of the CDA’s HCV Administrative Plan. Changes include federal requirements and clarifications to CDA practices in administering the program.

RECOMMENDATION
Staff recommends adopting the proposed revisions to ensure program compliance.

EXPLANATION OF FISCAL/FTE IMPACT
N/A
Resolution No. 20-XXXX

Approval Of Amendments To The Housing Choice Voucher Administrative Plan

WHEREAS, the Dakota County Community Development Agency (CDA), as an administrator of the federal Housing Choice Voucher (HCV) program, is required to adopt and maintain an administrative plan to delineate the mandatory and discretionary policies used to govern the program; and

WHEREAS, the Dakota County CDA has made programmatic updates and clarifications to the HCV Administrative Plan.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the amendments to the Housing Choice Voucher Administrative Plan are approved.

Executive Director's Comments:

☐ Recommend Action
☐ Do Not Recommend Action
☐ Reviewed-No Recommendation
☐ Reviewed-Information Only
☐ Submitted at Commissioner Request

☐ Item Type-Consent
☐ Item Type-Discussion
☐ Item Type-Informational

Strategic Plan Priorities:

☐ Focused Housing Programs
☐ Collaboration
☐ Development/Redevelopment
☐ Financial Sustainability
☐ Operational Effectiveness

Executive Director

Department Director
ADMINISTRATIVE PLAN

FOR THE

HOUSING CHOICE VOUCHER PROGRAM

Approved by the CDA Board of Commissioners: December 14, 2010
Amended: March 15, 2011
Amended: March 20, 2012
Amended: March 19, 2013
Amended: September 23, 2014
Amended: June 16, 2015
Amended: December 15, 2015
Amended June 21, 2016
Amended November 15, 2016
Amended June 15, 2017
Amended August 30, 2017
Amended May 22, 2018
Amended September 17, 2019
Amended March 17, 2020

Submitted to HUD: December 20, 2010
## Resources and Where to Find Them

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

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<td>Executive Order 11063</td>
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<td>Federal Register</td>
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<tr>
<td>Housing Choice Voucher Program Guidebook (7420.10G), April 2001</td>
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<td>OMB Circular A-133</td>
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1-II.D. APPLICABLE REGULATIONS

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 100: The Fair Housing Act
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 983: Project-Based Voucher Program
- 24 CFR Part 984: Family Self Sufficiency
- 24 CFR Part 985: The Section 8 Management Assessment Program (SEMAP)

2-I.B. NONDISCRIMINATION

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

The CDA shall not discriminate because of race, color, sex, religion, familial status, age, disability, national origin, creed, sexual orientation, marital status, or receipt of public assistance (called “protected classes”).

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

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

CDA Policy

The CDA does not identify any additional classes.
The CDA will not use any of these factors to:

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

Providing Information to Families and Owners

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

Discrimination Complaints

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

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

**CDA Policy**

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

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

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

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

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

**3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218, Notice PIH 2018-2412-10]**

The applicant and all members of the applicant’s household must disclose the complete and accurate Social Security Number (SSN) assigned to each household member and the documentation necessary to verify each SSN. If a child under age 6 has been added to an applicant family within 6 months prior to voucher issuance, an otherwise eligible family may be admitted to the program and must disclose and document the child’s SSN within 90 days of the effective date of the initial HAP contract. A detailed discussion of acceptable documentation is provided in Chapter 7. These requirements do not apply to noncitizens who do not contend eligible immigration status.

In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

The CDA must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR 5.216. If the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waiting for a period of time as determined by the CDA. If a voucher becomes available and non-SSNs have been disclosed, the CDA must offer the available unit to the next eligible applicant family on the waiting.
CDA Policy

The CDA will allow a maximum time period to disclose and provide documentation of all member SSNs of 90 days. If the family fails to disclose SSNs and provide documentation within the maximum time period, the CDA will deny assistance and remove their name from the waiting list.

3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

HUD permits, but does not require, the CDA to deny assistance for the reasons discussed in this section.

Criminal Activity [24 CFR 982.553]

HUD permits, but does not require, the CDA to deny assistance if the CDA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

CDA Policy

- A family will be denied assistance, if within the past five years, any household member is currently engaged in, or has engaged in any of the following criminal activities:
  - Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100]; or
  - Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].
  - Criminal activity that may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or other responsibilities on behalf of the CDA (including a CDA employee or a CDA contractor, subcontractor, or agent), the family will be denied assistance; or.

- A family will be denied assistance, if over a period of the most recent 10 years, a household member has a pattern of criminal activity, that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity or cause damage to the property, the family will be denied assistance. (Immediate vicinity means within a half-mile radius of the premises.)

Evidence of such criminal activity includes, but is not limited to:
  - Any conviction for criminal activity.
  - Records of arrests for criminal activity, although a record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity.
  - Any record of eviction from public or privately-owned housing as a result of criminal activity.
  - A conviction for criminal activity will be given more weight than an arrest for such activity.
In making its decision to deny assistance, the CDA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the CDA may, on a case-by-case basis, decide not to deny assistance.

4-III.C. SELECTION METHOD

The CDA must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the CDA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

The CDA is permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the CDA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the CDA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

CDA Policy

The CDA has adopted the following category of preferences:

**INSUFFICIENT FUNDING (4 POINTS)**

The CDA will offer a preference to any family that has been terminated or is at imminent risk of being terminated from the following programs due to insufficient funding:

- CDA administered Housing Choice Voucher
- CDA administered Bridges
- CDA administered Continuum of Care
- CDA administered Levy Rental Assistance Program
- CDA administered Housing Trust Fund Programs (including Long Term Homeless and Re-Entry Assistance Grant)

**IN VOLUNTARY DISPLACEMENT (3 POINTS)**

The CDA will offer a preference to any family residing in Dakota County that has been involuntarily displaced due to:

- fire, flood or tornado
- A natural disaster or otherwise formally recognized pursuant to Federal disaster relief laws
- Federal, state or local government action related to code enforcement, public improvement or redevelopment

**LOCAL HOUSING NEED (3 POINTS)**

The CDA will offer a preference to any family residing in Dakota County, from receiving rental assistance from Dakota County Supportive Housing Unit's administered Continuum of Care program, when their assistance is ending due to the mandatory 24-month participation maximum (limited to 24 families admitted per calendar year).

**PUBLIC HOUSING DISPLACEMENT (3 POINTS)**

The CDA will offer a preference to families residing in CDA Public Housing who are required to move and cannot be placed in another public housing unit. This preference is not available to families being evicted from a public housing unit.
**Verified Residency Preference (2 Point)**

The CDA will offer a preference to any family who are Dakota County residents or have community roots. [24 CFR 100.80] Community roots is defined as applicants who live, or whose head-of-household, spouse, or co-head work in Dakota County, have been hired to work in Dakota County, or attend school full-time in Dakota County. (The employer must be located within Dakota County.)

- The CDA will required one of the following to establish a residency preference:
  - Copy of lease
  - Paystub, including the name and address of the applicant and employer
  - Statement from an educational institution, including enrollment dates and status (part-time or full-time)
  - Verification from Dakota County Employment and Economic Assistance, including assistance dates and type of assistance received (MFIP, General Assistance, SNAP, etc.)
  - Copy of natural gas, electric, water/sewer, or garbage bill with the applicant’s name and address.

- Full-time student is defined as a person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An education institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**Residency Preference (1 Point)**

The CDA will offer a preference point to any family who, during the application process, certify that they are Dakota County residents or have community roots. [24 CFR 100.80] Community roots is defined as applicants who live, or whose head-of-household, spouse, or co-head work in Dakota County, have been hired to work in Dakota County, or attend school full-time in Dakota County. (The employer must be located within Dakota County.)

**Order of Selection**

The CDA system of preferences may select families based on local preferences according to the date and time of application, or by a random selection process (lottery) [24 CFR 982.207(c)]. If the CDA does not have enough funding to assist the family at the top of the waiting list, it is permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

**CDA Policy**

- Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with the CDA's hierarchy of preferences.
- Within each targeted funding or preference category, families will be selected by position determined by lottery or on a first-come, first-served basis according to the date and time
their complete application is received by the CDA. When the CDA’s waiting list is open, and waiting list selections are needed, 95% of will be preference applicants and 5% non-preference.

- Documentation will be maintained by the CDA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that the CDA does not have to ask higher placed families each time targeted selections are made.

4-HLE. THE APPLICATION INTERVIEW

HUD recommends that the CDA obtain the information and documentation needed to make an eligibility determination through a face-to-face interview with a CDA representative [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if the CDA determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by the CDA [Notice PIH 2018-2412-10].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

CDA Policy

- Families selected from the waiting list are required to participate in an eligibility interview; all adult members are required to attend the interview.

- The head of household or spouse/co-head must provide acceptable documentation of legal identity. (Chapter 7 provides a discussion of proper documentation of legal identity).
  - If the family representative does not provide the required documentation, at the time of the interview, he or she will be required to provide it within 10 business days.
  - Pending disclosure and documentation of social security numbers, the CDA will allow the family to retain its place on the waiting list for 90 days.
    - If not all household members have disclosed their SSNs by that time, the CDA will deny assistance and remove the family’s name from the waiting list.

- The family must provide the information necessary to establish the family’s eligibility and determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, the CDA will provide the family with a written list of items that must be submitted.

- Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview (Chapter 7 provides
details about longer submission deadlines for particular items, including documentation of eligible noncitizen status).

- If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.
- If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (See Chapter 3).

- An advocate, interpreter, or other assistant may assist the family with the application and the interview process.
- Interviews will be conducted in English. For limited English proficient (LEP) applicants, the CDA will provide translation services in accordance with the CDA’s LEP plan. (See Exhibit 2-2.)
- If the family is unable to attend a scheduled interview, the family should contact the CDA in advance of the interview to schedule a new appointment.
- In all circumstances, if a family does not attend the first scheduled interview, the family will be denied assistance based on the family’s failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3. If a family contacts the CDA within 60 days of removal for failure to attend the initial appointment, they will be rescheduled for a second and final appointment. Failure to attend the second and final appointment will result in the family’s name being permanently removed from waiting list.

5-L.B. BRIEFING [24 CFR 982.301]

The CDA must give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Families may be briefed individually or in groups. At the briefing, the CDA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure that the briefing site is accessible to individuals with disabilities. For a more thorough discussion of accessibility requirements, refer to Chapter 2.

CDA Policy

- Briefings will be conducted in group meetings.
- All adult members are encouraged to attend the briefing.
- Families that attend group briefings and still need individual assistance will be referred to the New Admissions Housing Specialist.
- Briefings will be conducted in English. For limited English proficient (LEP) applicants, the CDA will provide translation services in accordance with the CDA’s LEP plan (See Chapter 2).
- If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the CDA will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden.
In determining the most suitable auxiliary aid, the CDA will give primary consideration to the requests of the applicant.

- An applicant unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

Notification and Attendance

CDA Policy

- Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing. A language block written in 10 languages will be included informing the family of free translation services, upon their request.

- If the notice is returned by the post office with no forwarding address, the applicant will be denied and their name will not be placed back on the waiting list. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. A change in address could impact eligibility.

- Applicants who fail to attend a scheduled briefing may be scheduled for another briefing. The CDA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without prior CDA approval, will be denied assistance (see Chapter 3).

Oral Briefing [24 CFR 982.301(a)]

Each briefing must provide information on the following subjects:

- How the Housing Choice Voucher program works;

- Family and owner responsibilities;

- Where the family can lease a unit, including renting a unit inside or outside the CDA’s jurisdiction;

- An explanation of how portability works. The CDA may not discourage families from choosing to live anywhere in the CDA jurisdiction or outside the CDA jurisdiction under portability, unless otherwise expressly authorized by statute, regulation, PIH Notice, or court order;

- The CDA must inform families of how portability may affect the family’s assistance through screening, subsidy standards, payment standards, and any other elements of the portability process which may affect a family’s assistance.

- The advantages of areas that do not have a high concentration of low-income families; and

- For families receiving welfare-to-work vouchers, a description of any local obligations of a welfare-to-work family and an explanation that failure to meet the obligations is grounds for denial of admission or termination of assistance.

CDA Policy

In addition to the above topics, the CDA will also provide information on the following subjects:
• When CDA-owned units are available for lease, the CDA will inform the family during the oral briefing that the family has the right to select any eligible unit available for lease, and is not obligated to choose a CDA-owned unit;
• Types of eligible housing;
• An explanation that the family share of rent and utilities may not exceed 40% of the family’s monthly adjusted income; and
• Copy of the oral briefing PowerPoint presentation.

Briefing Packet [24 CFR 982.301(b)]
Documents and information provided in the briefing packet must include the following:

• The term of the voucher, voucher suspensions, and the CDA’s policies on any extensions of the term. If the CDA allows extensions, the packet must explain how the family can request an extension.
• A description of the method used to calculate the housing assistance payment for a family, including how the CDA determines the payment standard for a family, how the CDA determines total tenant payment for a family, and information on the payment standard and utility allowance schedule.
• An explanation of how the CDA determines the maximum allowable rent for an assisted unit.
• Where the family may lease a unit and an explanation of how portability works, including information on how portability may affect the family’s assistance through screening, subsidy standards, payment standards, and any other elements of the portability process that may affect the family’s assistance.
• The HUD-required tenancy addendum, which must be included in the lease.
• The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.
• A statement of the CDA policy on providing information about families to prospective owners.
• The CDA subsidy standards including when and how exceptions are made.
• Materials (e.g., brochures) on how to select a unit and any additional information on selecting a unit that HUD provides.
• Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form.
• A list of landlords known to the CDA who may be willing to lease a unit to the family or other resources (e.g., newspapers, organizations, online search tools) known to the CDA that may assist the family in locating a unit. The CDA must ensure that the list of landlords or other resources covers areas of poverty or minority concentration.
• Notice that if the family includes a person with disabilities, the family may request a list of available accessible units known to the CDA.
• The family obligations under the program.
• The grounds on which the CDA may terminate assistance for a participant family because of family action or failure to act.

• CDA informal hearing procedures including when the CDA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

• Form HUD-52675 Debts Owed to Public Housing Agencies and Terminations.

• An explanation of the advantages of moving to an area that does not have a high concentration of low-income families.

Since the CDA is located in a metropolitan area, the following additional information is included in the briefing packet in order to receive full points under SEMAP Indicator 7, Expanding Housing Opportunities [24 CFR 985.3(g)].

• Maps showing areas with housing opportunities outside areas of poverty or minority concentration, both within its jurisdiction and its neighboring jurisdiction.

• Information about the characteristics of these areas including job opportunities, schools, transportation and other services.

• An explanation of how portability works as well as names, addresses, and telephone numbers of portability contact persons for neighboring PHAs.

Additional Items to Be Included in the Briefing Packet

In addition to items required by the regulations, the CDA may wish to include supplemental materials to help explain the program to both participants and owners [HCV GB p. 8-7, Notice PIH 2017-1210-19].

CDA Policy

The CDA will provide the following additional materials in the briefing packet:

• The HUD pamphlet on lead-based paint entitled Protect Your Family from Lead in Your Home;

• Information on how to fill out and file a housing discrimination complaint form;

• Information about the protections afforded by the Violence Against Women Act of 2013 (VAWA) to victims of domestic violence, dating violence, sexual assault, and stalking (see section 16-IX.C) The form HUD-5380 domestic violence certification form and the form HUD-5382 notice of occupancy rights, which contains information on VAWA protections for victims of domestic violence, dating violence, sexual assault, and stalking.

• “Is Fraud Worth It?” (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse;

• “What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-1210-19;

• The CDA’s policy on providing information to prospective owners requires applicants to sign disclosure statements allowing the CDA to provide prospective owners with the family’s current and prior addresses and the names and addresses of the landlords for those addresses;

• A sample Housing Assistance Payments Contract;
• “Fair Housing and Equal Opportunity for All” brochure;
• Voucher extension request form;
• Change reporting form;
• Dakota County Community Development Agency Information and referral Resource guide;
• What you Need to Know Successful Renting;
• Landlords and Tenants: Rights and Responsibilities from the Office of the MN Attorney General;
• Fact sheet “How your Rent is Determined” for Public Housing and Housing Choice Voucher programs. Office of Public and Indian Housing March 2002;
• A flyer for Home Line, a non-profit organization, provides free advice and information to Minnesota tenants about their rights;
• Copies of voucher, maximum gross rent worksheet, statement of tenant responsibilities;

6-I.D. EARNED INCOME

Types of Earned Income Included in Annual Income

Wages and Related Compensation

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1)].

CDA Policy

For persons who regularly receive bonuses or commissions, the CDA will verify and then average amounts received for the one year preceding admission or reexamination. The family may provide, and the CDA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the CDA will count only the amount estimated by the employer.

Some Types of Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

Homeownership-Option 10 Year Asset Exclusion

If a participant purchases a home using the Section 8 Homeownership option, the value of this asset shall be excluded from the income calculation for the first ten years of ownership from the closing date. For all re-certifications occurring after ten years of ownership, the value of the asset shall equal the fair market value of the property minus any loans on the property and minus 10% of the fair market value of the property (expenses to convert to cash as determined by PIH Notice 2012-3).

The fair market value of the property will be determined by the assessed value as determined by the City, Town or Village Assessor if the assessed value is made at market value. This market value will be
obtained by reviewing and documenting the local assessment roll or the owner's most recent property tax bill. If a market value tax assessment is not available, then the CDA will use the sales comparison method examining at least three comparable properties in the surrounding (or similar) neighborhood that possess comparable factors that affect market value.

For determining the loans on the property, the CDA will first try to verify the current payoff amount of the loan(s) included on the participant's monthly mortgage statement. If the payoff amount is not available, the CDA may deduct the loan balance from the market value and document the file as to the method used.

**Types of Earned Income Not Counted in Annual Income**

**Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]**

This type of income (including gifts) is not included in annual income. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days [Notice PIH 2009-19].

**CDA Policy**

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

**Children's Earnings**

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [24 CFR 5.609(c)(1)]. (See Eligibility chapter for a definition of foster children.)

**Certain Earned Income of Full-Time Students**

Earnings in excess of $480 for each full-time student 18 years old or older (except for the head, spouse, or co-head) are not counted [24 CFR 5.609(c)(11)]. To be considered “full-time,” a student must be considered “full-time” by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

**Income of a Live-in Aide**

Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

**Income Earned under Certain Federal Programs**

Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
• Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))

• Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

Resident Service Stipend

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed $200 per individual per month) received by a resident for performing a service for the CDA or owner, on a part-time basis, that enhances the quality of life in the development. If a resident service stipend exceeds $200 per individual per month the entire amount must be included in annual income. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the CDA’s governing board. No resident may receive more than one such stipend during the same period of time [24 CFR 5.600(c)(8)(iv)].

State and Local Employment Training Programs

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

CDA Policy

• The CDA defines training program as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education” [expired Notice PIH 98-2, p. 3].

• The CDA 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 CDA 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 CDA’s interim reporting requirements.

**HUD-Funded Training Programs**

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

**CDA Policy**

To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

**Earned Income Tax Credit**

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee’s payroll check.

**Earned Income Disallowance**

The earned income disallowance for persons with disabilities is discussed in section 6-I.E below.

**6-I.H. PERIODIC PAYMENTS**

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

**Periodic Payments Included in Annual Income**

- Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)]. Social security payments with portions withheld to repay SSA an overpayment amount must be determined as the reduced benefit amount until the overpayment withholding is complete.

- Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14].

**Lump-Sum Payments for the Delayed Start of a Periodic Payment**

Most lump-sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income. Additionally, any deferred disability benefits that are received in a lump-sum or in prospective monthly
amounts from the Department of Veterans Affairs are to be excluded from annual income [24 CFR 5.609(c)(14)].

CDA Policy

When a delayed-start payment is received and reported during the period in which the CDA is processing an annual reexamination, the CDA will adjust the family share and CDA subsidy retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with the CDA.

Treatment of Overpayment Deductions from Social Security Benefits

The CDA must make a special calculation of annual income when the Social Security Administration (SSA) overpays an individual, resulting in a withholding or deduction from his or her benefit amount until the overpayment is paid in full. The amount and duration of the withholding will vary depending on the amount of the overpayment and the percent of the benefit rate withheld. Regardless of the amount withheld or the length of the withholding period, the CDA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount [Notice PIH 2018-2412-10].

Periodic Payments Excluded from Annual Income

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)]. Kinship guardianship assistance payments (Kin-GAP) and other similar guardianship payments are treated the same as foster care payments and are likewise excluded from annual income [Notice PIH 2012-1].

  CDA Policy

  The CDA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency [HCV GB, p. 5-18].

- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)].

- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)].

- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)].

- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. Note: EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.

- Lump-sums received as a result of delays in processing Social Security and SSI payments (see section 6-I.H.) [24 CFR 5.609(c)(14)].

- Lump-sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs (VA) [24 CFR 5.609(c)(14)].
6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency [24 CFR 5.609(c)(8)(ii)]
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of $480 per adopted child [24 CFR 5.609(c)(12)]
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)], FR Notice 5/20/14. HUD publishes an updated list of these exclusions periodically. It includes:
  (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
  (b) Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC
  (c) Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
  (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
  (e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
  (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
  (g) Payments received under programs funded in whole or in part under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
  (h) Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts
  (i) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
  (j) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation
Settlement Act of 1990 (25 U.S.C 1774f(b))

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

(l) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)

(m) Benefits under the Indian Veterans Housing Opportunity Act of 2010 (only applies to Native American housing programs)

(n) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))

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

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

(q) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)

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

(s) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))

(t) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)

(u) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, the exception found in § 237 of Public Law 109–249 applies and requires that the amount of financial assistance in excess of tuition and mandatory fees shall be considered income in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E) (Pub. L. 109–249) (See Section 6-I.L. for exceptions.)

(v) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))(w) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)
Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002

Payments made from the proceeds of Indian tribal trust cases as described in Notice PIH 2013–30, "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a))

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

Distributions from an ABLE account, and actual or imputed interest on the ABLE account balance

The CDA will not provide exclusions from income in addition to those already provided for by HUD.

6-III.D. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]

Overview

A CDA-established utility allowance schedule is used in determining family share and CDA subsidy. A family’s utility allowance is determined by the size of dwelling unit leased by a family or the voucher unit size for which the family qualifies using CDA subsidy standards, whichever is the lowest of the two. See Chapter 5 for information on the CDA’s subsidy standards.

For policies on establishing and updating utility allowances, see Chapter 16.

Reasonable Accommodation

HCV program regulations require a CDA to approve a utility allowance amount higher than shown on the CDA’s schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, the CDA will approve an allowance for air-conditioning, even if the CDA has determined that an allowance for air-conditioning generally is not needed.

The family must request the higher allowance and provide the CDA with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required [HCV GB, p. 18-8].

Utility Allowance Revisions

At reexamination, the CDA must use the CDA current utility allowance schedule [24 CFR 982.517(d)(2)HCV GV, p. 18-8].

CDA Policy

Revised utility allowances will be applied to a family’s rent and subsidy calculations at the first annual reexamination that is effective after the allowance is adopted.
CHAPTER 7

VERIFICATION


INTRODUCTION

The CDA must verify all information that is used to establish the family’s eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The CDA must not pass on the cost of verification to the family.

The CDA will follow the verification guidance provided by HUD in Notice PIH 2010-1918-18 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary CDA policies.

Part I describes the general verification process. Part II provides more detailed requirements related to family information. Part III provides information on income and assets, and Part IV covers mandatory deductions.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the CDA.

7-L.B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD’s Verification Hierarchy [Notice PIH 2018-1810-19]

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the CDA to use the most reliable form of verification that is available and to document the reasons when the CDA uses a lesser form of verification.

In order of priority, the forms of verification that the CDA will use are:

1) Up-front Income Verification (UIV) using HUD’s Enterprise Income Verification (EIV) system
2) Up-front Income Verification (UIV) using non-HUD system
3) Written Third-party Verification (may be provided by applicant or participant)
4) Written Third-party Verification Form
5) Oral Third-party Verification
6) Self-Certification

Each of the verification methods is discussed in subsequent sections below.

Requirements for Acceptable Documents

CDA Policy
Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to the CDA request. The documents must not be damaged, altered or in any way illegible.

Print-outs from web pages are considered original documents.

Original documents will be scanned and imaged to a tenant file by the CDA.

Any family self-certifications must be made in a format acceptable to the CDA and must be signed in the presence of a CDA representative or notary public.

File Documentation

The CDA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family’s file in sufficient detail to demonstrate that the CDA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

CDA Policy

The CDA will document, in the family file, the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing adjusted income

When the CDA is unable to obtain third-party verification, the CDA will document in the family file the reason that third-party verification was not available [24 CFR 982.516(a)(2); Notice PIH 2018-1810-19].

7-I.C. UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the CDA’s use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the CDA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the CDA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the CDA.

See Chapter 6 for the CDA’s policy on the use of UIV/EIV to project annual income.

Upfront Income Verification Using HUD’s Enterprise Income Verification (EIV) System (Mandatory)

The CDA must use HUD’s EIV system in its entirety as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with 24 CFR 5.236 and administrative guidance issued by HUD. The EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families. The following policies apply to the use of HUD’s EIV system.

EIV Income and IVT Reports
The data shown on income and income validation tool (IVT) reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

CDA Policy

- The CDA will obtain income and IVT reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.
- Income and IVT reports will be compared to family-provided information as part of the annual reexamination process. Income reports may be used in the calculation of annual income, as described in Chapter 6-1.C. Income reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between income reports and family-provided information will be resolved as described in Chapter 6-1.C and in this chapter.
- Income and IVT reports will be used in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify earned income, and to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.
- Income and IVT reports will be retained in participant files with the applicable annual or interim reexamination documents.
- When the CDA determines through income EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on social security number, name, and date of birth.

The CDA is required to use EIV’s Identity Verification Report on a monthly basis to improve the availability of income information in EIV [Notice PIH 2012-1018-18].

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

CDA Policy

- The CDA will identify participants whose identity verification has failed by reviewing EIV’s Identity Verification Report on a monthly basis.
- The CDA will attempt to resolve PIC/SSA discrepancies by obtaining appropriate documentation from the participant. When the CDA determines that discrepancies exist due to CDA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

Upfront Income Verification Using Non-HUD Systems (Optional)

In addition to mandatory use of the EIV system, HUD encourages the CDA to utilize other upfront verification sources.
CDA Policy

The CDA will utilize any available UIV systems.

7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

HUD’s current verification hierarchy defines two types of written third-party verification. The more preferable form, “written third-party verification,” consists of an original document generated by a third-party source, which may be received directly from a third-party source or provided to the CDA by the family. If written third-party verification is not available, the CDA must attempt to obtain a “written third-party verification form.” This is a standardized form used to collect information from a third party.

Written Third-Party Verification [Notice PIH 2018-1810-19]

Written third-party verification documents must be original and authentic and may be supplied by the family or received from a third-party source.

Examples of acceptable tenant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

For wages other than tips, if the CDA knows the start date of employment, the year-to-date earnings will be used to calculate the projected annual income. The family must provide one original pay stub, dated within 30 days of the date it is provided to the CDA.

If the CDA determines that it cannot accurately calculate the projected annual income, the CDA may request that the family provide originals of the three most current, consecutive pay stubs (i.e. employment wages that are sporadic, seasonal, or status change from part time-full time etc.).

The CDA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

CDA Policy

- Third-party documents provided by the family must be dated within 60 calendar days of the CDA request date.
- If the CDA determines that third-party documents provided by the family are not acceptable, the CDA will explain the reason to the family and request additional documentation.
- As verification of earned income, the CDA will require the family to provide, one to three of the most current pay stub(s).

Written Third-Party Verification Form

When upfront verification is not available and the family is unable to provide written third-party documents, the CDA must request a written third-party verification form. HUD’s position is that this traditional third-party verification method presents administrative burdens and risks which may be reduced through the use of family-provided third-party documents.

The CDA may mail, fax, or e-mail third-party written verification form requests to third-party sources.
The CDA will send third-party verification forms directly to the third party.
Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by the CDA.

**Oral Third-Party Verification [Notice PIH 2018-1810-19]**

For third-party oral verification, the CDA contacts sources, identified by UIV techniques or by the family, by telephone or in person.

Oral third-party verification is mandatory if neither form of written third-party verification is available.

Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time—e.g., 10 business days.

The CDA should document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

**CDA Policy**

In collecting third-party oral verification, CDA staff will record in the family’s file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification the CDA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

**When Third-Party Verification is Not Required [Notice PIH 2018-1810-19]**

Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family’s total tenant payment.

**CDA Policy**

If the family cannot provide original documents, the CDA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

**Primary Documents**

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

**Imputed Assets**

HUD permits the CDA to accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

**CDA Policy**

The CDA will accept a self-certification from a family as verification of assets disposed of for less
than fair market value.

**Value of Assets and Asset Income [24 CFR 982.516(a)]**

For families with net assets totaling $5,000 or less, the CDA may accept the family’s declaration of asset value and anticipated asset income. However, the CDA is required to obtain third-party verification of all assets regardless of the amount during the intake process and at least every three years thereafter.

**CDA Policy**

For families with net assets totaling $5,000 or less, the CDA will accept the family’s self-certification of the value of family assets and anticipated asset income when applicable. The family’s declaration must show each asset and the amount of income expected from the asset. All family members 18 years of age and older must sign the family’s declaration.

If a family provides third-party documentation of their assets, the CDA may use this information and not require the completion of the declaration form.

The CDA will use third-party documentation for assets as part of the intake process, whenever a family member is added to verify the individual’s assets, and every three years thereafter.

The CDA will use third-party documentation for the value of assets and asset income as part of the intake process, whenever a family member is added, and at least annually thereafter.

If the third-party documentation shows unidentifiable, or unreported deposits, the CDA may request the most recent twelve-month account history to determine if the amount should be included as annual income. This account history is imperative during the intake process where deposit income could impact program income eligibility. An account summary is not sufficient verification of an asset account, a full account statement is required.

**7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216, Notice PIH 2018-2442-10]**

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include, existing program participants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

Note that an individual who previously declared to have eligible immigration status may not change his or her declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Nor may the head of household opt to remove a household member from the family composition for this purpose.

The CDA must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

The CDA may only reject documentation of an SSN provided by an applicant or participant if the document is not an original document or if the original document has been altered, mutilated, is illegible, or appears to be forged.
CDA Policy

The CDA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the CDA within 90 days.

In the case of Moderate Rehabilitation Single Room Occupancy (SRO) individuals, the required documentation must be provided within 90 calendar days from the date of admission into the program.

The CDA must grant one additional 90-day extension if it determines that the applicant’s failure to comply was due to circumstances that were beyond the applicant’s control and could not have been reasonably foreseen.

CDA Policy

The CDA will grant one additional 90-day extension if needed for reasons beyond the participant’s control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

If the individual fails to comply with SSN disclosure and documentation requirements upon expiration of the provided time period, the CDA will terminate the individual’s assistance.

If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of voucher issuance, an otherwise eligible family may be admitted to the program and the family must provide documentation of the child’s SSN within 90 days of the effective date of the initial HAP contract. A 90-day extension will be granted if the CDA determines that the participant’s failure to comply was due to unforeseen circumstances and was outside of the participant’s control.

CDA Policy

The CDA will grant one additional 90-day extension if needed for reasons beyond the applicant’s control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

When a participant requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the participant must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The CDA may not add the new household member until such documentation is provided.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the CDA determines that the participant’s failure to comply was due to unforeseen circumstances and was outside of the participant’s control. During the period the CDA is awaiting documentation of the SSN, the child will be counted as part of the assisted household.
CDA Policy
The CDA will grant one additional 90-day extension if needed for reasons beyond the participant’s control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously-assisted occupancy.

CDA Policy
The CDA will verify each disclosed SSN by:

- Obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers
- Scanning the original documentation submitted, returning it to the individual, and retaining a copy in the tenant’s electronic file

Once the individual’s verification status is classified as “verified,” the CDA may, at its discretion, remove and destroy copies of documentation accepted as evidence of social security numbers. The retention of the EIV Summary Report or Income Report is adequate documentation of an individual’s SSN.

CDA Policy
The CDA will retain the document image in the electronic tenant file.

7-II.H. VERIFICATION OF PREFERENCE STATUS

The CDA must verify any preferences claimed by an applicant that determined placement on the waiting list.

CDA Policy
The CDA will offer a preference to any family that has been terminated or is at imminent risk of being terminated from the following programs due to insufficient funding:

- CDA administered Housing Choice Voucher
- CDA administered Bridges
- CDA administered Shelter Plus Continuum of Care
- CDA Administered Housing Trust Fund Programs (including Long Term Homeless and Re-Entry Assistance Grant)
- Dakota County Supportive Housing Unit administered Transitional Housing Continuum of Care Program (limited to 24 families per calendar year)

The CDA will verify this preference using the CDA records.

The CDA will offer a preference to any family residing in Dakota County that has been involuntarily displaced due to:

- fire, flood or tornado
- Any disaster that is recognized pursuant to Federal Disaster relief laws
- Local government action related to redevelopment

Applicants claiming a preference in this category must demonstrate that the displacement is imminent or that it has occurred within 30 days of the preference claim. In order to qualify for a preference, the CDA must also determine that a reasonable housing alternative at a comparable...
cost to the housing from which the family is being or has been displaced is not readily available to the applicant.

The CDA will verify this preference using government correspondence documenting the displacement or Federal disaster relief.

The CDA will offer a preference to any family required to move from a CDA public housing unit without placement to another public housing unit. This preference is not available if the family is evicted by court action from a CDA public housing unit. The CDA will verify this preference using the CDA’s Property Management records.

The CDA will offer a preference to any family who is a Dakota County resident or has community ties. The CDA will verify this preference using third party documentation from property owner or property records to document residency; employers to document employment location; and educational institutions to document full-time student’s attendance location.

CHAPTER 8
HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS
[24 CFR 982 Subpart I and 24 CFR 982.507]

INTRODUCTION

HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD’s Housing Quality Standards (HQS) and permits the CDA to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and CDA-established requirements.

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

HUD also requires the CDA to determine that rents for units under the program are reasonable when compared to comparable unassisted units in the market area.

This chapter explains HUD and CDA requirements related to housing quality and rent reasonableness as follows:

Part I. Physical Standards. This part discusses the physical standards required of units occupied by HCV-assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family’s preference. It also identifies life-threatening conditions that must be addressed on an expedited basis.

Part II. The Inspection Process. This part describes the types of inspections the CDA will make and the steps that will be taken when units do not meet HQS.

Part III. Rent Reasonableness Determinations. This part discusses the policies the CDA will use to make rent reasonableness determinations.

Special HQS requirements for homeownership, manufactured homes, and other special housing types are discussed in Chapter 15 to the extent that they apply in this jurisdiction.
8-I.C. LIFE-THREATENING CONDITIONS [24 CFR 982.404(a); FR Notice 1/18/17]

HUD requires the CDA to define life-threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life-threatening conditions within 24 hours of CDA notification.

The CDA may give a short extension (not more than forty-eight (48) additional hours) whenever the responsible party cannot be notified or it is impossible to correct the repair within the 24-hour period. 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 CDA.

CDA Policy

The following are considered life-threatening conditions:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
  - A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking or a strong odor is detected with potential for explosion or fire or that results in a health risk if inhaled
- Any electrical problem or condition that could result in shock or fire
  - A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed
  - A light fixture is hanging by its wires
  - A light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day-to-day use of the unit
  - A receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed
  - An open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses
  - A cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there is exposed electrical connections
  - Any nicks, abrasions, or fraying of the insulation that exposes conducting wire
  - Exposed bare wires or electrical connections
  - Any condition that results in openings in electrical panels or electrical control device enclosures
  - Water leaking or ponding near any electrical device
• Any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition

• Absence of a working heating system when outside temperature is below 40 degrees Fahrenheit and inside unit is below 68 degrees Fahrenheit

• Utilities not in service, including no running hot or cold water

• Conditions that present the imminent possibility of injury

  • Obstacles that prevent safe entrance or exit from the unit
    
    o Any components that affect the function of the fire escape are missing or damaged
    
    o Stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency
    
    o The building’s emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency

• Absence of a functioning toilet in the unit

• Inoperable or missing smoke detectors

• Missing or inoperable carbon monoxide detector

• Missing, damaged, discharged, overcharged, or expired fire extinguisher (where required)

• Gas/oil-fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney venting

  o The chimney or venting system on a fuel-fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting or gases
  
  o A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside.
  
  o A fuel-fired space heater is not properly vented or lacks available combustion air
  
  o A non-vented space heater is present
  
  o Safety devices on a fuel-fired space heater are missing or damaged
  
  o The chimney or venting system on a fuel-fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gas

• Deteriorating paint as defined at 24 CFR 35.110 in a unit built before 1978 that is to be occupied by a family with a child under six years of age if it would prevent the family from moving into the unit

• Broken lock(s) on the first floor door or windows

• Broken windows that unduly allow weather elements into the unit
If an owner fails to correct life-threatening conditions as required by the CDA, the CDA will enforce the HQS in accordance with HUD requirements. See 8-II-G.

If a family fails to correct a family-caused life-threatening condition as required by the CDA, the CDA will enforce the family obligations. See 8-II-H.

8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

**Family Responsibilities**

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain appliances owned by the family
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear that results in a breach of the HQS. "Normal wear and tear" is defined as items which could not be charged against the tenant’s security deposit under state law or court practice.

**Owner Responsibilities**

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family’s living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION: ELEVATED BLOOD LEAD LEVEL [24 CFR 35.1225; FR Notice 1/13/17; Notice PIH 2017-13]

If a CDA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than six years of age, living in an HCV-assisted unit has been identified as having an elevated blood lead level, the CDA must complete a risk assessment environmental investigation of the dwelling unit within 15 calendar days after being notified by a public health department or other medical health care provider. The risk assessment environmental investigation must be completed in accordance with program requirements, and the result of the risk assessment environmental investigation must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the risk assessment environmental investigation report from the CDA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330]. If the owner does not complete the “hazard reduction” as required, the dwelling unit is in violation of HQS and the CDA will take action in accordance with Section 8-II.G.

CDA reporting requirements, and data collection and record keeping responsibilities related to children with an elevated blood lead level are discussed in Chapter 16.
8-III.C. HOW COMPARABILITY IS ESTABLISHED

Factors to Consider

HUD requires the CDA to take into consideration the factors listed below when determining rent comparability. The CDA may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit.

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made
- Amenities, services, and utilities included in the rent

Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance. [Notice PIH 2002-22, Notice PIH 2005-20, and Notice PIH 2011-46].

Units for which the owner has decided of his or her own decision to charge rents that are below what other tenants are charged and what the market might actually bear are not assisted units for purposes of rent reasonableness determinations. Rents for these particular units in the property must be considered to establish if an HCV rent to owner is reasonable.

In addition to HUD assisted units, the following units are also considered to be assisted units and must not be used as comparables:

- Units where the rents and/or rent increases are controlled or restricted by law or a court order, so long as the law or court order does not apply to voucher participants. The CDA is responsible for verifying the existence and applicability of the law or court order prior to excluding the units from the rent reasonableness determination.

- In cases of a property undergoing a Housing Conversion Action, units occupied by tenants on the date of the eligibility event who do not receive vouchers are considered assisted if the owner chooses to continue below market rents to those families by offering lower rents or other rent concessions to the impacted families. If the owner of such a property intends to charge lower rents to the non-voucher tenants at the time of conversion, the owner must provide written notice to the CDA and a list of the covered families, a description of the concession, the duration of the lower rents or concessions, the units in which the families are residing and copies of the families' leases. This applies to both new conversions and prior actions.
Note: Notice PIH 2011-46, issued August 17, 2011, provides further guidance on the issue of what constitutes an assisted unit.

Rents Charged for Other Units on the Premises
The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

By accepting the CDA payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give the CDA information regarding rents charged for other units on the premises.

EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:

- 24 CFR 982.401, Housing Quality Standards (HQS)
- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Sanitary Facilities
The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.

Food Preparation and Refuse Disposal
The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.

Space and Security
The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.

Thermal Environment
The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Illumination and Electricity
Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Structure and Materials
The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must be working if there is one. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.
Interior Air Quality

The dwelling unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.

Water Supply

The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint

Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed,
- provide all prospective families with "Protect Your Family from Lead in Your Home",
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities within 30 days when identified by the CDA
- Notify tenants each time such an activity is performed
- Conduct all work in accordance with HUD safe practices
- As part of ongoing maintenance ask each family to report deteriorated paint.
- Maintain covered housing without deteriorated paint if there is a child under six in the family

For units occupied by elevated blood level (lead poisoned) children under six years of age, an environmental investigation must be conducted (paid for by the CDA). If lead hazards are identified during the environmental investigation, the owner must complete hazard reduction activities within 30 days.

See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24 CFR 35, Subparts A, B, M, and R.

Access

Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

Site and Neighborhood

The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety, and general welfare of the occupants.

Sanitary Condition

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.

Smoke Detectors and Carbon Monoxide (CO) Detectors

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).

According to Minnesota Statute 299F.50 effective August 1, 2008, Carbon Monoxide alarms are required of all existing single family homes. Effective August 1, 2009, CO alarms are required for all multifamily housing, including duplexes through apartment complexes. These alarms must be installed in accordance with the manufacturer’s installation instructions

Hazards and Health/Safety

The unit, interior and exterior common areas accessible to the family, the site, and the surrounding neighborhood must be
free of hazards to the family's health and safety.

9-I.B. REQUESTING TENANCY APPROVAL [Form HUD-52517]

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the CDA to approve the assisted tenancy in the selected unit.

The owner and the family must submit two documents to the CDA:

- Completed Request for Tenancy Approval (RTA) – Form HUD-52517
- Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A

The RTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease, necessary for the CDA to determine whether to approve the assisted tenancy in this unit.

Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the CDA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.

For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead-based paint disclosure statement.

Both the RTA and the proposed lease must be submitted no later than the expiration date stated on the voucher. [HCV GB p.8-15].

CDA Policy

- The RTA must be signed by both the family and the owner. Completed RTA must be submitted as hard copies, in-person, by mail, by email, or by fax.
- The family is responsible for submitting the RTA to the CDA. The family may not submit, and the CDA will not process, more than one (1) RTA at a time.
- When the family submits the RTA, the CDA will review the RTA for completeness.
- If the RTA is incomplete (including lack of signature by family, owner, or both), the CDA will notify the family and the owner of the deficiencies.
- Missing information will be accepted as hard copies, in-person, by mail, by fax, by email or by phone.
- When the family submits the RTA and proposed lease, the CDA will also review the terms of the RTA for consistency with the terms of the proposed lease.
- If the terms of the RTA are not consistent with the terms of the proposed lease, the CDA will notify the family and the owner of the discrepancies.
• Corrections to the terms of the RTA and/or the proposed lease will only be accepted as hard copies, in-person, by mail, by email or by fax. The CDA will not accept corrections by phone.

• The CDA requires RTA’s to have a lease effective date of the 1st day of the month.

• Lease effective dates must be within 60 days of the voucher expiration date.

9-I.E. LEASE AND TENANCY ADDENDUM

The family and the owner must execute a written dwelling lease agreement for the assisted unit. This written lease is a contract between the tenant family and the owner; the CDA is not a party to this contract.

The tenant must have legal capacity to enter a lease under State and local law. ‘Legal capacity’ means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner [24 CFR 982.308(a)]

Lease Form and Tenancy Addendum [24 CFR 982.308]

If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease. The HAP contract prescribed by HUD contains the owner’s certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease for the assisted tenants is in such standard form.

All provisions in the HUD-required Tenancy Addendum must be added word-for-word to the owner’s standard lease form. The Tenancy Addendum includes the HUD requirements for the tenancy. Because it is a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is a conflict between the owner’s lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

CDA Policy

The CDA does not provide a model or standard dwelling lease for owners to use in the HCV program.

Lease Information [24 CFR 982.308(d)]

The assisted dwelling lease must contain all of the required information as listed below:

• The names of the owner and the tenant:
• The unit rented (address, apartment number, and any other information needed to identify the contract unit)
• The term of the lease (initial term and any provisions for renewal)
• The amount of the monthly rent to owner
• A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family

Term of Assisted Tenancy
The initial term of the assisted dwelling lease must be for at least one year [24 CFR 982.309]. The initial lease term is also stated in the HAP contract.

The HUD program regulations permit the CDA to approve a shorter initial lease term if certain conditions are met.

**CDA Policy**

The CDA will not approve a lease term of less than one (1) year.

During the initial term of the lease, the owner may not raise the rent to owner [24 CFR 982.309].

Any provisions for renewal of the dwelling lease will be stated in the dwelling lease [HCV Guidebook, pg. 8-22]. There are no HUD requirements regarding any renewal extension terms, except that they must be stated in the dwelling lease if they exist.

**CDA Policy**

The CDA requires a new 12 month lease to be executed each year.

The CDA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC. [24 CFR 982.309(b)].

**Security Deposit [24 CFR 982.313 (a) and (b)]**

The owner may collect a security deposit from the tenant. The CDA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. However, if the CDA chooses to do so, language to this effect must be added to Part A of the HAP contract [Form HUD-52641].

**CDA Policy**

- The CDA prohibits the owner from collecting security deposits in excess of amounts charged by the owner to unassisted tenants. The CDA will add this provision to Part A of the HAP contract, executed between the CDA and the owner.
- When the tenant moves out of the dwelling unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.
- The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.
- If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

**Separate Non-Lease Agreements between Owner and Tenant**

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner as approved by the CDA minus the CDA’s housing assistance payments to the owner [24 CFR 982.451(b)(4)].
The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)].

CDA Policy

- The CDA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease.

- Any items, appliances, or other services that are customarily provided to unassisted families as part of the dwelling lease with those families, or are permanently installed in the dwelling unit must be included in the dwelling lease for the assisted family. These items, appliances or services cannot be placed under a separate non-lease agreement between the owner and family. Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

- Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, or are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

- The family is not liable and cannot be held responsible under the terms of the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner and the family. Non-payment of any charges pursuant to a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.

- Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

CDA Review of Lease

The CDA will review the dwelling lease for compliance with all applicable requirements.

CDA Policy

If the dwelling lease is incomplete or incorrect, the CDA will notify the family and the owner of the deficiencies. Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, by email, or by fax. The CDA will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, the CDA will attempt to communicate with the owner and family by phone, fax, or email. The CDA will use mail when the parties can’t be reached by phone, fax, or email.

The CDA is permitted, but is not required, to review the lease to determine if the lease complies with State and local law and is permitted to decline to approve the tenancy if the CDA determines that the lease does not comply with State or local law [24 CFR 982.308(c)].

CDA Policy
The CDA will not review the owner’s lease for compliance with state/local law.

9-I.F. TENANCY APPROVAL [24 CFR 982.305]

After receiving the family’s Request for Tenancy Approval, with proposed dwelling lease, the CDA must promptly notify the family and owner whether the assisted tenancy is approved.

Prior to approving the assisted tenancy and execution of a HAP contract, the CDA must ensure that all required actions and determinations, discussed in Part I of this chapter have been completed.

These actions include ensuring that the unit is eligible; the unit has been inspected by the CDA and meets the Housing Quality Standards (HQS); the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent to be charged by the owner for the unit must be reasonable; where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family’s monthly adjusted income [24 CFR 982.305(a)]; the owner is an eligible owner, not disapproved by the CDA, with no conflicts of interest [24 CFR 982.306]; the family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information [24 CFR 982.305(b)].

CDA Policy

The CDA will complete its determination within 10 business days of receiving all required information.

If the terms of the RTA are changed for any reason, the changes will be noted on the RTA as well as whom from the family and/or owner approved the change.

Corrections to the proposed lease will only be accepted as hard copies, in-person, by mail, by email, or by fax. The CDA will not accept corrections over the phone.

If the CDA determines that the tenancy cannot be approved for any reason, the owner and the family will be notified in writing and given the opportunity to address any reasons for disapproval. The CDA will instruct the owner and family of the steps that are necessary to obtain approval of the tenancy.

Where the tenancy is not approvable because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher.

If the tenancy is not approvable due to rent affordability or rent reasonableness, the family will attempt to negotiate the rent with the owner. If a new, approvable rent is negotiated, the tenancy will be approved. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

9-I.G. HAP CONTRACT EXECUTION [24 CFR 982.305]

The HAP contract is a written agreement between the CDA and the owner of the dwelling unit. Under the HAP contract, the CDA agrees to make housing assistance payments to the owner on behalf of the family, and the owner agrees to comply with all program requirements as stated in the HAP contract.

The HAP contract form is prescribed by HUD.

If the CDA has given approval for the family of the assisted tenancy, the owner and the CDA must
execute the HAP contract.

The term of the HAP contract must be the same as the term of the lease [24 CFR 982.451(a)(2)].

The CDA is permitted to execute a HAP contract even if the funding currently available does not extend for the full term of the HAP contract.

The CDA must make a best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.

The CDA may not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, the CDA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).

Any HAP contract executed after the 60-day period is void, and the CDA may not pay any housing assistance payment to the owner.

**CDA Policy**

Owners who have not previously participated in the HCV program must attend a meeting with the CDA in which the terms of the Tenancy Addendum and the HAP contract will be explained. The CDA may waive this requirement on a case-by-case basis, if it determines that the owner is sufficiently familiar with the requirements and responsibilities under the HCV program.

The owner and the assisted family will execute the dwelling lease and the owner must provide a copy to the CDA. The CDA will ensure that both the owner and the assisted family receive copies of the dwelling lease.

The owner and the CDA will execute the HAP contract. The CDA will not execute the HAP contract until the owner has submitted IRS form W-9. The CDA will ensure that the owner receives a copy of the executed HAP contract.

As required under VAWA 2013, once the HAP contract and lease have been executed and the family has been admitted to the program, the CDA will notify families of their rights under VAWA by providing all families with a copy of the domestic violence certification form (HUD-5382) as well as the VAWA notice of occupancy rights (form HUD-5380).

**10-I.A. ALLOWABLE MOVES**

HUD lists six regulatory conditions under which an assisted family is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth in section 10-I.B.

- The family has a right to terminate the lease on notice to the owner (for the owner’s breach or otherwise) and has given a notice of termination to the owner in accordance with the lease [24 CFR 982.354(b)(3)]. If the family terminates the lease on notice to the owner, the family must give the CDA a copy of the notice at the same time [24 CFR 982.354(d)(1)].

- The lease for the family’s unit has been terminated by mutual agreement of the owner and the family [24 CFR 982.354(b)(1)(ii)].
CDA Policy

If the family and the owner mutually agree to terminate the lease for the family’s unit, the family must give the CDA a copy of the termination agreement.

• The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family [24 CFR 982.354(b)(2)]. The family must give the CDA a copy of any owner eviction notice [24 CFR 982.551(g)].

• The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking and the move is needed to protect the health or safety of the family or family member [24 CFR 982.354(b)(4)]. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to the PHA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.354(b)(4), 24 CFR 982.353(b)]. The CDA must adopt an emergency transfer plan as required by regulations at 24 CFR 5.2007€.

CDA Policy

If a family requests permission to move with continued assistance or for an external transfer to another covered housing program operated by the CDA based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking the PHCDA that the resident request the emergency transfer using form HUD-5383, and the CDA will request documentation in accordance with section 16-IX.D of this plan.

The CDA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the family or family member will suffice. In such cases the PHA will document the waiver in the family’s file.

The CDA may choose to provide a voucher to facilitate an emergency transfer of the victim without first terminating the assistance of the perpetrator.

Before granting an emergency transfer, the CDA will ensure the victim is eligible to receive continued assistance based on the citizenship or immigration status of the victim.

The CDA has adopted an emergency transfer plan, which is included as Exhibit 16-3 to this plan and discusses the external transfers to other covered housing programs.

• The CDA has terminated the HAP contract for the family’s unit for the owner’s breach [24 CFR 982.354(b)(1)(i)].

• The CDA determines that the family’s current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, the CDA must issue the family a new voucher, and the family and CDA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, the CDA must terminate the HAP contract for the family’s old unit in accordance with the HAP contract terms and must notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month.
that follows the calendar month in which the CDA gives notice to the owner. [24 CFR 982.403(a) and (c)]

10-I.C. MOVING PROCESS

Notification

If a family wishes to move to a new unit, the family must notify the CDA and the owner before moving out of the old unit or terminating the lease on notice to the owner [24 CFR 982.354(d)(2)]. If the family wishes to move to a unit outside the CDA’s jurisdiction under portability, the notice to the CDA must specify the area where the family wishes to move [24 CFR 982.354(d)(2)]. The notices must be in writing [24 CFR 982.5].

CDA Policy

The family must provide the owner and the CDA a written notice 61 days prior to moving out of the old unit or terminating the lease.

Approval

CDA Policy

Upon receipt of a family’s notification that it wishes to move, the CDA will determine whether the move is approvable in accordance with the regulations and policies set forth in sections 10-I.A and 10-I.B. The CDA will notify the family in writing of its determination within 10 business days following receipt of the family’s notification.

Reexamination of Family Income and Composition

CDA Policy

For families approved to move to a new unit within the CDA’s jurisdiction, the CDA will perform a new annual reexamination in accordance with the policies set forth in Chapter 11 of this plan.

For families moving into or families approved to move out of the CDA’s jurisdiction under portability, the CDA will follow the policies set forth in Part II of this chapter.

Voucher Issuance and Briefing

CDA Policy

For families approved to move to a new unit within the CDA’s jurisdiction, the CDA will issue a new voucher within 10 business days of the CDA’s written approval to move. The CDA will follow the policies set forth in Chapter 5 on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and the CDA approves. Otherwise, the family will lose its assistance.

For families moving into or families approved to move out of the CDA’s jurisdiction under portability, the CDA will follow the policies set forth in Part II of this chapter.

Housing Assistance Payments [24 CFR 982.311(d)]

When a family moves out of an assisted unit, the CDA may not make any housing assistance payment to the owner for any month after the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

If a participant family moves from an assisted unit with continued tenant-based assistance, the term of
the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

Zero HAP Families Who Wish to Move [24 CFR 982.455]

A participant who is not receiving any subsidy, but whose HAP contract is still in force, may request a voucher to move to a different unit. The CDA must issue a voucher to move unless it has grounds to deny assistance under the program regulations. However, if the CDA determines no subsidy would be paid at the new unit, the CDA may refuse to enter into a HAP contract on behalf of the family.

CDA Policy

If a zero HAP family requests to move to a new unit, the family may request a voucher to move. However, if no subsidy will be paid at the unit to which the family requests to move, the CDA will not enter into a HAP contract on behalf of the family.

11-I.B STREAMLINED ANNUAL REEXAMINATIONS [24 CFR 982.516(b)]

HUD permits the CDA to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years the CDA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The CDA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the CDA must perform third-party verification of all income sources.

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Two streamlining options are available, depending upon the percentage of the family’s income that is received from fixed sources. If at least 90 percent of the family’s income is from fixed sources, the CDA may streamline the verification of fixed income and may choose whether to verify non-fixed income amounts in years where no fixed-income review is required. If the family receives less than 90-percent of its income from fixed sources, the CDA may streamline the verification of fixed income and must verify non-fixed income annually.

CDA Policy

The CDA will streamline the annual reexamination process by applying the verified COLA or interest rate to fixed-income sources. The CDA will document in the file how the determination that a source of income was fixed was made.

If a family member with a fixed source of income is added, the CDA will use third-party verification of all income amounts for that family member.

If verification of the COLA or rate of interest is not available, the CDA will obtain third-party verification.
verification of income amounts.

Third-party verification of fixed sources of income will be obtained during the intake process and at least once every three years thereafter.

Third-party verification of non-fixed income will be obtained annually regardless of the percentage of family income received from fixed sources.

11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES

In order to calculate the family share of the rent and HAP amount correctly, changes in payment standards, subsidy standards, or utility allowances may need to be updated and included in the CDA’s calculations.

Specific policies governing how subsidy standards, payment standards, and utility allowances are applied are discussed below.

Payment Standards [24 CFR 982.505]

The family share of the rent and HAP calculations must use the correct payment standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located [HCV GB, p. 12-5]. See Chapter 6 for information on how to select the appropriate payment standard.

When the CDA changes its payment standards or the family’s situation changes, new payment standards are applied at the following times:

- If the CDA’s payment standard amount changes during the term of the HAP contract, the date on which the new standard is applied depends on whether the standard has increased or decreased:
  - If the payment standard amount has increased, the increased payment standard will be applied at the first annual reexamination following the effective date of the increase in the payment standard.
  - If the payment standard amount has decreased, during the term of a HAP contract, the CDA is not required to reduce the payment standard as the HAP contract remains in effect. At the family’s second annual reexamination, the CDA may, but is not required to, apply the decreased payment standard or may gradually implement the reduced payment standard (See Chapter 6 for the CDA’s policy on decreases in the payment standard).
- If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) the current payment standard applicable to the family will be used when the new HAP contract is processed.

Subsidy Standards [24 CFR 982.505(c)(4)]

If there is a change in the family unit size that would apply to a family during the HAP contract term, either due to a change in family composition, or a change in the CDA’s subsidy standards (see Chapter 5), the new family unit size must be used to determine the payment standard amount for the family at the family’s first annual reexamination following the change in family unit size.

Utility Allowances [24 CFR 982.517(d)]

The family share of the rent and HAP calculations must reflect any changes in the family’s utility
arrangement with the owner, or in the CDA’s utility allowance schedule [HCV GB, p. 12-5]. Chapter 16 discusses how utility allowance schedules are established.

When there are changes in the utility arrangement with the owner, the CDA must use the utility allowances in effect at the time the new lease and HAP contract are executed.

At reexamination, the CDA must use the CDA current utility allowance schedule [HCV GB p. 18-824 CFR 982.517(d)(2)].

CDA Policy

Revised utility allowances will be applied to a family’s rent and subsidy calculations at the first annual reexamination after the allowance is adopted.

12-I.D. MANDATORY TERMINATION OF ASSISTANCE

HUD requires the CDA to terminate assistance in the following circumstances.

Eviction [24 CFR 982.552(b)(2), 24 CFR 5.2005(c)(1)] The CDA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. As discussed further in section 12-II.E, incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

CDA Policy

• A family will be considered evicted if the family moves after the issuance of the Writ of Recovery or the Court has ordered that Writ of Recovery may be issued, whether or not physical enforcement of the order was necessary.

• If a family moves after the owner has given the family a lease termination notice for serious or repeated lease violations but before the issuance of the Writ of Recovery or before the Court has ordered that a Writ of Recovery may be issued, termination of assistance is not mandatory. In such cases the CDA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures described in section 12-II.C. In making its decision the CDA will consider the factors as described in sections 12-II.D and12-II.E. Upon consideration of such factors, the CDA may, on a case-by-case basis, choose not to terminate assistance.

• Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, utilities or other fees, disturbance of neighbors, unauthorized guests, destruction of property, living or housekeeping habits that cause damage to the unit or premises and criminal activity.

Failure to Provide Consent [24 CFR 982.552(b)(3)]

The CDA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a regular or interim reexamination. See Chapter 7 for a complete discussion of consent requirements.

Failure to Document Citizenship [24 CFR 982.552(b)(4) and 24 CFR 5.514(c)]

The CDA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member’s citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States
Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by the CDA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.

For (3) above, such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizen household members approved by the CDA and where the family’s assistance has been prorated as a mixed family. See Chapter 7 for a complete discussion of documentation requirements.

Failure to Disclose and Document Social Security Numbers [24 CFR 5.218(c), Notice PIH 2018-2412-10]

The CDA must terminate assistance if a participant family fails to disclose the complete and accurate social security number of each household member and the documentation necessary to verify each social security number.

If the family, however, is otherwise eligible for continued program assistance, and the CDA determines that the family’s failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family’s control, the CDA may defer the family’s termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the CDA determined the family to be noncompliant.

**CDA Policy**

The CDA will defer the family’s termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant’s control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

Methamphetamine Manufacture or Production [24 CFR 982.553(b)(1)(ii)]

The CDA must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

Lifetime Registered Sex Offenders [Notice PIH 2012-28]

Should the CDA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 23, 2001, the CDA must immediately terminate assistance for the household member.

In this situation, the CDA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the CDA must terminate assistance for the household.
Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06]

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children, is not residing with his/her parents in an HCV assisted household, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the CDA must the terminate the student’s assistance if, at the time of reexamination, either the student’s income or the income of the student’s parents (if applicable) exceeds the applicable income limit.

If a participant household consists of both eligible and ineligible students, the eligible students shall not be terminated, but must be issued a voucher to move with continued assistance in accordance with program regulations and CDA policies, or must be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit.

Death of the Sole Family Member 24 CFR 982.311(d), Notice PIH 2010-9

The CDA must immediately terminate program assistance for deceased single member households.

12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS

Mandatory Policies [24 CFR 982.553(b) and 982.551(l)]

HUD requires the CDA to establish policies that permit the CDA to terminate assistance if the CDA determines that:

- Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member has violated the family’s obligation not to engage in any drug-related criminal activity
- Any household member has violated the family’s obligation not to engage in violent criminal activity

Use of Illegal Drugs and Alcohol Abuse

CDA Policy

- The CDA will terminate a family’s assistance if any household member is currently engaged in any illegal use and/or possession of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- The CDA will terminate assistance if any household member’s abuse or have a pattern of abuse of alcohol which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - Currently engaged in is defined as any use of illegal drugs during the previous twelve months.
The CDA will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate assistance, the CDA will consider alternatives as described in Section 12-II.C and other factors described in Sections 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, the CDA may, on a case-by-case basis, choose not to terminate assistance.

**Drug-Related and Violent Criminal Activity [24 CFR 5.100]**

*Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

*Drug-related criminal activity* is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

*Violent criminal activity* means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**CDA Policy**

- The CDA will terminate a family’s assistance if any household member or household guest has violated the family’s obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.

- The CDA will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members or household guests related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

- A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

- In making its decision to terminate assistance, the CDA will consider alternatives as described in Section 12-II.C and other factors described in Sections 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, the CDA may, on a case-by-case basis, choose not to terminate assistance.

**Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c24 CFR 5.2005 (c)]**

HUD permits the CDA to terminate assistance under a number of other circumstances. It is left to the discretion of the CDA whether such circumstances in general warrant consideration for the termination of assistance. As discussed further in section 12-II E, the Violence against Women Act of 2013 explicitly prohibits the CDA from considering incidents of, or criminal activity directly related to domestic violence, dating violence, sexual assault or stalking as reasons for terminating the assistance of a victim of such abuse.
Additionally, per the alternative requirements listed in the Federal Register notice dated December 29, 2014, the CDA is no longer permitted to terminate assistance to a family due to the family’s failure to meet its obligations under the Family Self Sufficiency (FSS) contract of participation [FR Notice 12/29/14].

**CDA Policy**

The CDA will **not** terminate a family’s assistance because of the family’s failure to meet its obligations under the Family Self-Sufficiency program.

The CDA will terminate a family’s assistance if:

- The family and/or its guests have failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related CDA policies.
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal or CDA-operated housing program.
- The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family has breached the terms of a repayment agreement entered into with the CDA. The CDA, at its discretion, may offer a family the opportunity to enter into an agreement pay amounts owed to the CDA as an alternate to termination. The CDA may prescribe the terms of the agreement.
- The family has failed to provide proper 60 + 1 day notice to both the CDA and the owner prior to moving from an assisted unit or terminating the lease.
- The family has failed to attend an annual reexamination, inspection, or other pre-scheduled appointment.
- The family has committed serious or repeated violations of the lease.
- The family has a member who becomes or is subject to a lifetime registration requirement under a State sex offender registration program.
- A family member or a guest has engaged in or threatened violent or abusive behavior toward CDA personnel.
  - **Abusive or violent behavior towards CDA personnel** includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
  - **Threatening** refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate assistance, the CDA will consider alternatives as described in Section 12-II.C and other factors described in Sections 12-II.D and 12-II.E. Upon consideration of
such alternatives and factors, the CDA may, on a case-by-case basis, choose not to terminate assistance.

12-I.E. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

This section describes the protections against termination of assistance that the Violence against Women Act of 2013 (VAWA) provides for victims of domestic violence, dating violence, sexual assault and stalking. For general VAWA requirements, key VAWA definitions, and PHA policies pertaining to notification, documentation, and confidentiality, see section 16-IX of this plan.

VAWA Protections against Termination

VAWA provides four specific protections against termination of HCV assistance for victims of domestic violence, dating violence, sexual assault or stalking. (Note: The second, third, and fourth protections also apply to terminations of tenancy or occupancy by owners participating in the HCV program as do the limitations discussed under the next heading.)

First, VAWA provides that a PHA may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to the PHA, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.354(b)(4)].

Second, it provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim [24 CFR 5.2005(c)(1)].

Third, it provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant’s household, a guest, or another person under the tenant’s control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, or stalking [24 CFR 5.2005(c)(2)].

Fourth, it gives PHAs the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence [24 CFR 5.2009(a)].

Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]

VAWA does not limit the authority of a PHA to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault or stalking so long as the PHA does not subject the victim to a more demanding standard than it applies to other program participants [24 CFR 5.2005(d)(1)].

Likewise, VAWA does not limit the authority of a PHA to terminate the assistance of a victim of domestic violence, dating violence, sexual assault or stalking if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance [24 CFR 5.2005(d)(2)].
HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual or imminent threat, the CDA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim’s assistance “only when there are no other actions that could be taken to reduce or eliminate the threat” [24 CFR 5.2005(d)(3)].

**CDA Policy**

In determining whether a participant who is a victim of domestic violence, dating violence, sexual assault or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the CDA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time an imminent timeframe
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location

If the tenant wishes to contest the CDA’s determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the informal hearing.

**Documentation of Abuse [24 CFR 5.2007]**

**CDA Policy**

When an individual facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, the PHA will request that the individual provide documentation supporting the claim in accordance with the policies in section 16-IX.D of this plan.

The PHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases the PHA will document the waiver in the individual’s file.

**Terminating the Assistance of a Domestic Violence Perpetrator [24 CFR 5.2005(c)]**

Although VAWA provides protection against termination of assistance or victims of domestic violence, it
does not provide such protection for perpetrators. VAWA gives the CDA the explicit authority to
“terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal
acts of physical violence against family members or others...without terminating assistance to, or
otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.” [24 CFR
5.2009(a)]. This authority is not dependent on a bifurcated lease or other eviction action by an owner
against an individual family member. Further, this authority supersedes any local, state, or other federal
law to the contrary. However, if the CDA chooses to exercise this authority, it must follow any
procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of
assistance]. This means that the CDA must follow the same rules when terminating assistance to an
individual as it would when terminating the assistance of an entire family [3/16/07 Federal Register
notice on the applicability of VAWA to HUD programs]

If the perpetrator remains in the unit, the CDA continues to pay the owner until the CDA terminates the
perpetrator from the program. The CDA must not stop paying HAP until 30 days after the owner
bifurcates the lease to evict the perpetrator. The CDA may pay HAP for the full month if the 30-day
period will end mid-month [Notice PIH 2017-08].

If the perpetrator is the only participant eligible to receive assistance, the CDA will provide any
remaining participant a chance to establish eligibility for the program. If the remaining participant
cannot do so, the CDA will provide them with 30 days to establish eligibility for another housing program
prior to the termination of the HAP contract.

CDA Policy

- The CDA will terminate assistance to a family member if the CDA determines that the family
  member has committed criminal acts of physical violence against other family members or
  others. This action will not affect the assistance of the remaining, nonculpable family members.

- In making its decision, the CDA will consider all credible evidence, including, but not limited to, a
  signed certification (form HUD-5382) or other documentation of abuse submitted to the CDA by
  the victim in accordance with this section and section 16IXD. The CDA will also consider the
  factors in section 12-II.D. Upon such consideration, the CDA may, on a case-by-case basis, choose
  not to terminate the assistance of the culpable family member.

- The remaining family members must agree that the family member whose assistance is being
  terminated pursuant to this policy will be excluded from the assisted unit and will not be
  permitted to return to the assisted unit for any purpose or at any time without prior approval of
  the CDA.

- If the CDA does terminate the assistance of the culpable family member, it will do so in
  accordance with applicable law, HUD regulations, and the policies in this plan.

12-II.F. TERMINATION NOTICE

HUD regulations require PHAs to provide written notice of termination of assistance to a family only
when the family is entitled to an informal hearing. However, since the family’s HAP contract and lease
will also terminate when the family’s assistance terminates [form HUD-52641], it is a good business
practice to provide written notification to both owner and family anytime assistance will be terminated,
whether voluntarily or involuntarily.

CDA Policy
Whenever a family’s assistance will be terminated, the CDA will send a written notice of termination to the family and to the owner. The CDA will also send a form HUD-5382 and form HUD-5380 to the family with the termination notice. The notice will state the date on which the termination will become effective. This date generally will be at least 30 calendar days following the date of the termination notice, but exceptions will be made whenever HUD rules, other CDA policies, or the circumstances surrounding the termination require.

When the CDA notifies an owner that a family’s assistance will be terminated, the CDA will, if appropriate, advise the owner of his/her right to offer the family a separate, unassisted lease.

If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination that the CDA sends to the family must meet the additional HUD and CDA notice requirements discussed in section 16-III.C of this plan. VAWA 2013 expands notification requirements to require PHAs to provide notice of VAWA rights and the HUD 5382 form when a PHA terminates a household’s housing benefits.

**CDA Policy**

Whenever the CDA decides to terminate a family’s assistance because of the family’s action or failure to act, the CDA will include in its termination notice the VAWA information described in section 16-IX.C of this plan and a form HUD-5382 and form HUD-5380. The CDA will request in writing that a family member wishing to claim protection under VAWA notify the CDA within 14 business days.

Still other notice requirements apply in two situations:

- If a criminal record is the basis of a family’s termination, the CDA must provide a copy of the record to the subject of the record and the tenant so that they have an opportunity to dispute the accuracy and relevance of the record [24 CFR 982.553(d)(2)].

- If immigration status is the basis of a family’s termination, as discussed in section 12-I.D, the special notice requirements in section 16-III.D must be followed.
EXHIBIT 12-1: APPLICANT/TENANT CERTIFICATION AND STATEMENT OF TENANT OBLIGATIONS

• Giving True and Complete Information

I certify that the information given to the Dakota County Community Development Agency (CDA) on household composition, income, assets and allowances is accurate and complete to the best of my knowledge and belief. I understand that after verification by the CDA, the information will be submitted to the U.S. Department of Housing and Urban Development. I have been given a copy of the Federal Privacy Act Statement for more information about its use.

I understand that I must supply any information that the CDA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.

• Cooperation

I understand that I am required to cooperate in supplying all information needed to determine my eligibility, level of benefits, or verify my true circumstances. Cooperation includes attending pre-scheduled appointments, completing and signing needed forms, providing requested information in a timely manner, and disclosing and verifying the Social Security Numbers for all family members. I understand failure or refusal to cooperate will result in termination of assistance.

I understand if I enter into a compliance agreement or a repayment agreement with the CDA that I must comply with all provisions of the agreement or my assistance will be terminated. I also understand that if I am not current on a repayment agreement with the CDA, my assistance will be terminated.

• Reporting Changes to Household Size

I certify that the members of my household, which I have listed on my application, are the only people that live/stay in my housing unit.

I understand that I must notify the CDA within 30 calendar days of any change in my household members including the birth, adoption or court awarded custody of a child.

I understand that I must request in writing and get prior approval from the CDA and my landlord before adding an additional household member as an occupant of the unit, including foster children, foster adults, and live-in aides. If an additional member is approved, my rent portion will be recalculated incorporating all household income.

I understand I must report in writing within 30 calendar days if any member moves out of my unit.

The request must be, at a minimum, 30 days prior to the date of departure. I understand that I can have visitors stay with me on a “temporary” basis, and I understand that “temporary” is considered to be no more than a total of 15 days in a 12 month period. I must obtain prior approval from the CDA if I plan to have someone stay with me for more than 15 days.

I understand that failure to report to the CDA any and all changes to my household members or to obtain prior approval to add a member will result in termination of my housing assistance.

• Reporting Changes in Income

I certify that I will notify the CDA in writing of all changes in my household income within 30 calendar days of the change. Once a change is reported to the CDA, the information will be verified and the CDA will notify me in writing of whether or not my rent portion will change.

I understand that:

a. Employment income must be reported within 30 calendar days of being hired, promoted, or receiving a raise.

b. My rent will be recalculated when there are changes in household members to reflect total household income.

c. If my household reports no income or minimal income resulting in a $50 tenant payment (TTP) and begins receiving any income or additional income, this must be reported and will automatically result in a rent increase.

d. If my household income decreases or my allowable expenses increase, I may be eligible for a reduction in my rent portion, if and when I report the change to the CDA.
I understand that if my income increases to a point where my portion equals the full rent, my assistance will terminate after 6 consecutive months of no assistance payments.

I understand that if I fail to report any and all increases in my household income that I will be required to pay back overpaid benefits due to untimely reporting or non-cooperation with information requests and that my housing assistance may be terminated.

- **Moving**

  I understand that the CDA only approves leases that begin on the 1st of the month and have a 12 month term.

  I understand that the CDA will only approve one move within a 12-month period of time. I understand that a Mutual Termination of Lease form must be submitted if the agreement is made to terminate the lease before the end of the previously agreed upon term.

  I understand that if I want to receive assistance for the first of the month in another housing unit, including another unit in the same building, I am required to give the CDA a proper 60 day written notice. I am also required to give the landlord a proper notice as explained in my lease.

  I understand a proper 60 day written notice means two months plus one day. Example: To move July 1, notice must be received by April 30.

  I understand that I must vacate my current unit in “good standing” if I want to receive assistance in a new unit. Examples of not leaving in “good standing” include, but are not limited to: leaving the unit with damage beyond normal wear and tear, failing to give proper notice to the landlord and the CDA, and owing money to the landlord or CDA.

  I understand that if I move to a new unit, the CDA cannot guarantee uninterrupted assistance. Gaps in assistance may be more likely if I move to another housing agency’s area, due to different deadlines. I will be prepared to pay the first month’s full rent.

- **Request for Tenancy Approval Deadline**

  I understand that after I give the CDA a proper 60 day written notice to move, I am required to submit a completed Request for Tenancy Approval (RTA) form with information of my new housing unit to the CDA by 4:30p.m.on the 15th of the month for rent assistance to begin on the 1st of the following month. If the 15th falls on a weekend or holiday, I have until 4:30p.m.on the next working day to supply the RTA.

  I understand I am responsible to ensure the RTA is received by the CDA office by the deadline. If the RTA is not at the CDA office by this deadline, my assistance in this new housing unit will be delayed at least one month.

- **Inspections**

  I understand that the CDA is required to inspect and approve all assisted housing units before assistance begins and on a yearly basis.

  I understand that if the inspection does not pass or is not done on or before the 1st working day of the month, the assistance will not begin until the day the unit passes. The CDA rent portion will be prorated based on a 30 day month. I understand that it is my responsibility to negotiate the rent difference with my landlord.

  I understand for new or move-in inspections that if the unit is occupied by another family or the inspector cannot get into the unit early, the inspection will be done on the 1st working day of the month.

  I understand for yearly re-inspections, that I will be notified by mail of the date and time. I understand that I am required to make sure that the inspectors can get in to my unit for the inspection. I understand that if I fail to cooperate by not allowing entry into my unit or canceling more than twice my assistance will be terminated.

- **Landlord Claims for Unpaid Rent, Damages, Vacancy Loss**

  I understand if I vacate a unit with rent owed to the landlord, vacate without proper notice to the landlord, and/or cause damage to the unit that the owner has the ability to withhold my security deposit and make a claim against me to cover any additional expenses. The CDA has no liability to cover any of the expenses. It is between the landlord and me to resolve any issues.
• **CDA Owned Units**
The CDA has informed me that I have the right to select any eligible unit available to lease. I understand that I am free to rent from any landlord who is willing to work with the rent assistance program. If I choose to rent a unit owned by the CDA, it will be freely selected without pressure or steering from CDA.

• **No Duplicate Residence or Assistance**
I certify that I will use the unit assisted by the CDA as my residence and it will be my only residence.

I understand that I cannot sublease the unit, assign the lease or transfer the unit. Subleasing includes receiving payment to cover rent and utility costs from or on behalf of a person living in the unit who is not listed as a household member. I understand that my assistance will be terminated if I sublease the unit or assign the lease or transfer the unit.

I certify that I am not and will not receive assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state or local housing assistance program.

I certify that I do not own or have any ownership interest in the unit (except for in a cooperative or a manufactured home assisted in leasing a manufactured home space). I understand the unit cannot be occupied by the owner. I understand that I cannot receive assistance when renting from a relative, unless approved by the CDA as a reasonable accommodation for disabled families.

• **Rent Payments**
I understand that I am not allowed to pay the difference between the landlord proposed rent and the CDA approved rent. This is considered a side payment and is grounds for termination of assistance.

• **Lease Violations**
I understand that my family must not commit any serious or repeated violation of the lease. The CDA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner’s notice to evict, police reports, and affidavits from the owner, neighbors, or other credible parties with direct knowledge. Serious and repeated lease violations will include but not be limited to nonpayment of rent, utilities or other fees, disturbance of neighbors, unauthorized guests, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity.

I understand serious and/or repeated lease violations may be cause for termination of assistance. I understand if I, a household member or a guest of mine, damage the unit of premises beyond normal wear and tear that my assistance will be terminated.

I understand that if I, or anyone in my household, violate a provision of my lease and the landlord wins an eviction against me, the CDA will terminate my assistance. I understand that I must give the CDA a copy of lease termination notice received from the owner or any Summons and Complaint in an eviction action that is received by the family, within 10 business days.

• **Criminal Activity**
I understand that I must promptly notify the CDA in writing of any involvement in criminal or illegal activity by a member or guest of my household. I further understand that involvement in criminal activity will result in termination of my rental assistance.

I understand that members of my household must not engage in drug-related criminal activity, violent criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents.

I understand that members of my household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

I understand that members of my household must not engage in or threaten abusive behavior toward CDA personnel.

• **Criminal and Administrative Action for False Information**
I understand that family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. I understand that false statements or information are punishable under Federal law.

I understand that false statements or information are grounds for termination of housing assistance and could result in theft
and fraud charges under state and federal laws. I understand that the CDA will forward the information to the Dakota County Sheriff's office for possible criminal prosecution.

CHAPTER 14

PROGRAM INTEGRITY

INTRODUCTION

The CDA is committed to ensuring that subsidy funds made available to the CDA are spent in accordance with HUD requirements. This chapter covers HUD and CDA policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents CDA policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures the CDA must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

14-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

HUD created the Enterprise Income Verification (EIV) system to provide the CDA with a powerful tool for preventing errors and detecting program abuse. The CDA is required to use the EIV system in its entirety in accordance with HUD administrative guidance [24 CFR 5.233]. The CDA is further required to:

- Provide applicants and participants with form HUD-52675, “Debts Owed to PHAs and Terminations; and
- Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file.

CDA Policy

To ensure that the CDA’s HCV program is administered according to the highest ethical and legal standards, the CDA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

- The CDA will discuss program compliance and integrity issues during the voucher briefing sessions described in Chapter 5.
- The CDA will provide each applicant and participant with a copy of “Is Fraud Worth It?” (Form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse.
The CDA will provide each applicant and participant with a copy of “What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-1210-19. In addition, the CDA will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file.

The CDA will provide each applicant and participant and require their signature as verification of understanding on the Applicant/Tenant Statement of Responsibilities.

The CDA will place a warning statement about the penalties for fraud (as described in 18 U.S.C. 1001 and 1010) on key CDA forms and form letters that request information from a family or owner.

CDA staff will be required to review and explain the contents of all HUD- and CDA-required forms prior to requesting family member signatures.

At every regular reexamination, CDA staff will explain any changes in HUD regulations or CDA policy that affect program participants.

The CDA will invite first-time owners (or their agents) to participate in a briefing session on HAP contract requirements.

The CDA will provide owners with ongoing information about the program, with an emphasis on actions and situations to avoid.

The CDA will provide each CDA employee with the necessary training on program rules and the organization’s standards of conduct and ethics.

CDA staff will conduct peer level audits of one another’s casework.

For purposes of this chapter the term error refers to an unintentional error or omission. Program abuse or fraud refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

14-II.C. OWNER-CAUSED ERROR OR PROGRAM ABUSE

Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., HQS compliance, fair housing) are addressed in the appropriate chapters of this plan. This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family). It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

Owner Reimbursement to the CDA

In all cases of overpayment of subsidy caused by the owner, the owner must repay to the CDA any excess subsidy received. The CDA may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, the CDA may allow the
owner to pay in installments over a period of time [HCV GB p. 22-13].

**CDA Policy**

In cases where the owner has received excess subsidy, the CDA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

The CDA may also pursue any other legal remedies available to it in order to recover overpaid subsidy amounts, including but not limited to use of Revenue Recapture under Minnesota Statutes Ch. 270A.

**Prohibited Owner Actions**

An owner participating in the HCV program must not:

- Make any false statement to the CDA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)] including:

  **CDA Policy**
  
  Any of the following will be considered evidence of owner program abuse:
  
  - Charging the family rent above or below the amount specified by the CDA
  - Charging a security deposit other than that specified in the family’s lease
  - Charging the family for services provided to unassisted tenants at no extra charge
  - Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit
  - Knowingly accepting incorrect or excess housing assistance payments
  - Offering bribes or illegal gratuities to the CDA Board of Commissioners, employees, contractors, or other CDA representatives
  - Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the CDA
  - Residing in the unit with an assisted family
  - **Committing sexual harassment or other harassment, either quid pro quo or hostile environment, based on the protected classes as defined in Chapter 2**
  - **Retaliating against any applicant or participant reporting/alleging sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in Chapter 2**

**Remedies and Penalties**

When the CDA determines that the owner has committed program abuse, the CDA may take any of the following actions:

- Require the owner to repay excess housing assistance payments, as discussed earlier in this section and in accordance with the policies in Chapter 16.
- Terminate the HAP contract (See Chapter 13).
• Bar the owner from future participation in any CDA programs.
• Refer the case to state or federal officials for criminal prosecution as described in section 14-II.E.

15-III.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]
A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The CDA may deny permission to move to a new unit with continued voucher assistance:
• If the CDA has insufficient funding to provide continued assistance.
• In accordance with 24 CFR 982.638, regarding denial or termination of assistance.
• In accordance with the CDA’s policy regarding number of moves within a 12-month period.

CDA Policy
Requests to move will be approved and/or denied in accordance with CDA policies in Chapter 10. The CDA will not require additional counseling of any families who move with continued assistance.

The CDA must deny the family permission to move to a new unit with continued voucher rental assistance if:
• The family defaulted on an FHA-insured mortgage; and
• The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD’s designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

15-III.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]
At any time, the CDA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

The CDA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy, with the exception of failure to meet obligations under the Family Self Sufficiency program as prohibited under the alternative requirements set forth in FR Notice 12/29/14.

CDA Policy
The CDA will terminate a family’s homeownership assistance if the family violates any of the homeowner obligations list in Sections 1 and 2 of form HUD-52649, Statement of Homeowner Obligations Housing Choice Homeownership Voucher Program.

In making its decision to terminate homeownership assistance, the CDA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon consideration of such alternatives and factors, the CDA may, on a case-by-case basis, choose not to terminate assistance.
Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-II.F.

The CDA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

CHAPTER 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes the CDA’s policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to the CDA. This part describes policies for recovery of monies that the CDA has overpaid on behalf of families, or to owners, and describes the circumstances under which the CDA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect the CDA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the CDA will follow.

Part VII: Reporting and Record Keeping for Children with Environmental interventionElevated Blood Lead Level. This part describes the CDA’s responsibilities for reporting, data collection, and record keeping relative to children with environmental interventionElevated blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes the CDA’s policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.
Part IX: Violence against Women Act (VAWA): Notification, Documentation, Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families and owners about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault and stalking; and maintaining the confidentiality of information obtained from victims.
16-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The payment standard sets the maximum subsidy payment a family can receive from the CDA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.

The CDA must establish a payment standard schedule that establishes payment standard amounts for each FMR area within the CDA’s jurisdiction, and for each unit size within each of the FMR areas. For each unit size, the CDA may establish a single payment standard amount for the whole FMR area, or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, the CDA is required to establish a payment standard within a “basic range” established by HUD – between 90 and 110 percent of the published FMR for each unit size.

Updating Payment Standards

When HUD updates its FMRs, the CDA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require the CDA to make further adjustments if it determines that rent burdens for assisted families in the CDA’s jurisdiction are unacceptably high [24 CFR 982.503(g)].

CDA Policy

The CDA will review the appropriateness of the payment standards on an annual basis when the new FMR is published, and at other times as determined necessary. In addition to ensuring the payment standards are always within the “basic range” the CDA will consider the following factors when determining whether an adjustment should be made to the payment standard schedule:

Funding Availability: The CDA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. The CDA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly adjusted income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of adjusted monthly income as the family share, the CDA will consider increasing the payment standard. In evaluating rent burdens, the CDA will not include families renting a larger unit than their family unit size.

Quality of Units Selected: The CDA 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.

Changes in Rent to Owner: The CDA may review a sample of the units to
determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

**Unit Availability:** The CDA will review the vacancy rates and the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

**Lease-up Time and Success Rate:** The CDA will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

Changes to payment standard amounts will be effective on January 1st of every year, or within three months of the FMR effective date, whichever is earlier. The effective date is applicable both to HUD-required revisions and to discretionary revisions to coincide with the effective date of HUD’s annually published FMRs.

New payment standards will be applied beginning December 1st for new admissions, annual moves, and port-ins. Any changes to payment standard amounts will be applied beginning January 1st to annual re-examinations leasing in place starting of the following year.

**Exception Payment Standards [24 CFR 982.503(c)]**
The CDA must request HUD approval to establish payment standards that are higher than the basic range. At HUD’s sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any CDA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

**Voluntary Use of Small Area FMRs [24 CRF 982.503, Notice PIH 2018-01]**
PHAs that administer vouchers in a metropolitan area where the adoption of small area FMRs (SAFMRs) is not required may request approval from HUD to voluntarily adopt SAFMRs.

**CDA Policy**
The CDA will not voluntarily adopt the use of SAFMRs.

**Unit-by-Unit Exceptions [24 CFR 982.503(b)], 24 CFR 982.505 (d), Notice PIH 2012-26]**
Unit-by-unit exceptions to the CDA’s payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect the CDA’s payment standard schedule.

When needed as a reasonable accommodation, the CDA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 120 percent of the applicable FMR for the unit size [24 CFR 982.503(b)]. The CDA may request HUD approval for an exception to the payment standard for a particular family if the required amount exceeds 120 percent of the FMR.
CDA Policy

A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception. In order to approve an exception, or request an exception from HUD, the CDA must determine that:

- The family has searched for an appropriate unit within the payment standards;
- There is a shortage of affordable units that would be appropriate for the family;
- The family's TTP would otherwise exceed 40 percent of adjusted monthly income; and
- The rent for the unit is reasonable.

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]

If a substantial percentage of families have difficulty finding a suitable unit, the CDA may request a "success rate payment standard" that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows the CDA to set its payment standards at 90-110 percent of a higher FMR (the 50th, rather than the 40th percentile FMR). To support the request, the CDA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;
- The CDA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and
- The CDA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, the CDA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of the CDA's jurisdiction within the FMR area.

Decreases in the Payment Standard below the Basic Range [24 CFR 982.503(d)]

The CDA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

The CDA must offer an informal hearing for certain CDA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the CDA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the CDA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and CDA policies.
The CDA is not permitted to terminate a family’s assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

### Decisions Subject to Informal Hearing

Circumstances for which the CDA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family’s annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the CDA utility allowance schedule
- A determination of the family unit size under the CDA’s subsidy standards
- A determination to terminate assistance for a participant family because of the family’s actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under CDA policy and HUD rules
- A determination to terminate a family’s Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family’s escrow account [24 CFR 984.303(i)]

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the CDA
- General policy issues or class grievances
- Establishment of the CDA schedule of utility allowances for families in the program
- A CDA determination not to approve an extension or suspension of a voucher term
- A CDA determination not to approve a unit or tenancy
- A CDA determination that a unit selected by the applicant is not in compliance with the HQS
- A CDA determination that the unit is not in accordance with HQS because of family size
- A determination by the CDA to exercise or not to exercise any right or remedy against an owner under a HAP contract

### CDA Policy

The CDA will offer participants the opportunity for an informal hearing when required to by the regulations.
Informal Hearing Procedures

Notice to the Family [24 CFR 982.555(c)]

When the CDA makes a decision that is subject to informal hearing procedures, the CDA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family’s annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the CDA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family’s assistance, or the denial of a family’s request for an exception to the CDA’s subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

CDA Policy

In cases where the CDA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- The proposed action or decision of the CDA.
- A brief statement of the reasons for the decision, including the regulatory reference.
- The date the proposed action will take place.
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
- A deadline for the family to request the informal hearing. The deadline will be ten (10) business days from the date of the notice to the family.
- To whom the hearing request should be addressed.
- A copy of the CDA’s hearing procedures.
- A language block written in 10 languages will be included informing the family of free translation services, upon their request.

Scheduling an Informal Hearing [24 CFR 982.555(d)]

When an informal hearing is required, the CDA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

CDA Policy

A request for an informal hearing must be made in writing and delivered to the CDA either in person, by first class mail, or fax by the close of the business day, no later than 10 business days from the date of the notice to terminate assistance.

The CDA must schedule and send written notice of the informal hearing to the family.
within 10 business days of the family’s request.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the CDA may request documentation of the “good cause” prior to rescheduling the hearing.

If the family does not appear within 20 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the CDA as soon as possible. The CDA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. The CDA will not consider rescheduling if the family has rescheduled two times.

In other circumstances, the CDA may, at its discretion, reschedule the hearing if the family presents compelling evidence that it was unable to meet the 24 hour requirement for seeking rescheduling as well as good cause for failing to appear at the original hearing.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and the CDA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any CDA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the CDA does not make the document available for examination on request of the family, the CDA may not rely on the document at the hearing.

The CDA hearing procedures may provide that the CDA must be given the opportunity to examine at the CDA offices before the hearing, any family documents that are directly relevant to the hearing. The CDA must be allowed to copy any such document at the CDA’s expense. If the family does not make the document available for examination on request of the CDA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, documents include records and regulations.

CDA Policy

The family will be allowed to copy any documents related to the hearing at a cost of $.20 per single side page. The family must request discovery of CDA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

The CDA must be given an opportunity to examine at the CDA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, the CDA will automatically mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing. The participant must provide such documents to the CDA no later than three (3) business days prior to the hearing date.

Participant’s Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the
informal hearing.

**Informal Hearing Officer [24 CFR 982.555(e)(4)]**

Informal hearings will be conducted by a person or persons approved by the CDA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

**CDA Policy**

The CDA will use non-employee, third parties to serve as hearing officers. The hearing officer must attend grievance officer training if required to do so by the CDA and shall be well versed in program regulations, informal hearing policies, and any directives provided by the Minnesota Court of Appeals in reviewing informal hearing decisions.

**Attendance at the Informal Hearing**

**Attendance at the informal hearing is expected. If the hearing is not attended, or the household is more than 15 minutes late, the right to review by a hearing officer is forfeited. In the instance that the household does not attend the scheduled hearing, the CDA will only consider offering a second hearing for extenuating circumstances and as an accommodation to a disability.**

**CDA Policy**

Hearings may be attended by a hearing officer and the following applicable persons:

- A CDA representative(s) and any witnesses for the CDA
- The participant and any witnesses for the participant
- The participant’s counsel or other representative
- Any other person approved by the CDA as a reasonable accommodation for a person with a disability

**Conduct at Hearings**

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the CDA’s hearing procedures [24 CFR 982.555(4)(ii)].

**CDA Policy**

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer. The CDA reserves the right to have law enforcement present if there is reasonable cause to believe a potential threat to safety exists.

**Evidence [24 CFR 982.555(e)(5)]**

The CDA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
CDA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

**Oral evidence:** the testimony of witnesses

**Documentary evidence:** a writing which is relevant to the case, for example, a letter written to the CDA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

**Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

**Real evidence:** A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Hearsay evidence is admissible.

If either the CDA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to make determinations regarding the admissibility of evidence.

**Procedures for Rehearing or Further Hearing**

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 CDA will take effect and another hearing will not be granted.

**Hearing Officer’s Decision** [24 CFR 982.555(e)(6)]

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing must be furnished promptly to the family.

CDA Policy

In rendering a decision, the hearing officer will consider the following matters:

- **CDA Notice to the Family:** The hearing officer will determine if the reasons for the CDA’s decision are factually stated in the Notice.

- **Discovery:** The hearing officer will determine if the CDA and the family were given the opportunity to examine any relevant documents in accordance with CDA policy.

- **CDA Evidence to Support the CDA Decision:** The evidence consists of the facts
Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the CDA’s conclusion.

**Validity of Grounds for Termination of Assistance (when applicable):** The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and CDA policies. If the grounds for termination are not specified in the regulations or in compliance with CDA policies, then the decision of the CDA will be overturned.

The hearing officer will issue a written decision to the family and the CDA no later than 10 business days after the hearing. The report will contain the following information:

**Hearing Information:**
- Name of the participant;
- Date, time and place of the hearing;
- Name of the hearing officer;
- Name of the CDA representative; and
- Name of family representative (if any).

**Background:** A brief, impartial statement of the reason for the hearing.

**Summary of the Evidence:** The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

**Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

**Conclusions:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the CDA’s decision.

**Order:** The hearing report will include a statement of whether the CDA’s decision is upheld or overturned. If it is overturned, the hearing officer will instruct the CDA to change the decision in accordance with the hearing officer’s determination. In the case of termination of assistance, the hearing officer will instruct the CDA to restore the participant’s program status.

**Issuance of Decision [24 CFR 982.555(e)(6)]**

A copy of the hearing must be furnished promptly to the family.

**CDA Policy**

The hearing officer will provide a “Notice of Hearing Decision” to the CDA. The CDA will promptly provide a copy to the participant sent by first-class mail. A copy of the “Notice
of Hearing Decision” will be maintained in the CDA’s file.

Procedures for Rehearing or Further Hearing

CDA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date. If the family misses an appointment or deadline ordered by the hearing officer, the action of the CDA will take effect and another hearing will not be granted.

CDA Notice of Final Decision [24 CFR 982.555(f)]

The CDA is not bound by the decision of the hearing officer for matters in which the CDA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state, or local laws.

If the CDA determines it is not bound by the hearing officer’s decision in accordance with HUD regulations, the CDA must promptly notify the family of the determination and the reason for the determination.

CDA Policy

The Executive Director has the authority to determine that the CDA is not bound by the decision of the hearing officer because the CDA was not required to provide a hearing, the decision exceeded the authority of the hearing officer, the decision conflicted with or contradicted HUD regulations, requirements, or the decision was otherwise contrary to federal, state, or local laws.

In such a case, the CDA will send the participant a “Notice of Final Decision” to the CDA and the participant on the same dayletter and a copy of the hearing officer’s report. A copy of this notice will be maintained in the CDA’s electronic document management system.

16-IV.B. REPAYMENT POLICY

Owner Debts to the CDA

CDA Policy

• Any amount due to the CDA by an owner must be repaid by the owner within 30 days of the CDA determination of the debt.

• If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, the CDA will reduce the future HAP payments by the amount owed until the debt is paid in full.

• If the owner is not entitled to future HAP payments the CDA may, in its sole discretion, offer to enter into a repayment agreement on terms prescribed by the CDA.

• If the owner refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the CDA will ban the owner from future participation in the program and pursue other modes of collection.
Family Debts to the CDA

CDA Policy

- Any amount owed to the CDA by an HCV family must be repaid by the family. If the family is unable to repay the debt within 30 days, the CDA will offer to enter into a repayment agreement in accordance with the policies below.
- If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the CDA will terminate assistance in accordance with the policies in Chapter 12 and pursue other modes of collection.

Repayment Agreement [24 CFR 792.103]

The term repayment agreement refers to a formal written document signed by all adult household members or owner and provided to the CDA in which all adult household members or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

General Repayment Agreement Guidelines for Families

Payment Thresholds

Notice PIH 2017-1210-19 recommends that the total amount that a family must pay each month—the family’s monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family’s monthly adjusted income. A family may already be paying 40 percent or more of its monthly adjusted income in rent. Moreover, Notice PIH 2017-1210-19 acknowledges that the CDA has the discretion to establish “thresholds and policies” for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

CDA Policy

The CDA has established the following thresholds for repayment of debts:
- Amounts between $3,000 and the federal or state threshold for criminal prosecution must be repaid within 36 months.
- Amounts between $2,000 and $2,999 must be repaid within 30 months.
- Amounts between $1,000 and $1,999 must be repaid within 24 months.
- Amounts under $1,000 must be repaid within 12 months.

If a family can provide evidence satisfactory to the CDA that the threshold applicable to the family’s debt would impose an undue hardship, the CDA may, in its sole discretion, determine that the lower monthly payment amount is reasonable. In making its determination, the CDA will consider all relevant information, including the following:
- The amount owed by the family to the CDA;
- The reason for the debt;
- The family’s current and potential income and expenses;
- The family’s current family share, as calculated under 24 CFR 982.515; and/or
- The family’s history of meeting its financial responsibilities.
**Execution of the Agreement**

*CDA Policy*

Any repayment agreement between the CDA and an assisted/previously assisted household must be signed and dated by the CDA and by all adult household members (if applicable).

**Due Dates**

*CDA Policy*

All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

**Late or Missed Payments**

*CDA Policy*

If a participant fails to make payments for two consecutive months, the CDA will send the family a delinquency notice giving the family 10 business days to make the late payment and bring their account to current. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the CDA will terminate assistance upon written notification to the family.

If a participant owes the CDA money and requests to move with continued assistance, the CDA will require the CDA to be paid in full prior to moving or porting to another jurisdiction.

**Repayment Agreements Involving Improper Payments**

Notice PIH 2017-1210-19 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the family briefing packet that state the family’s obligation to provide true and complete information at every reexamination and the grounds on which the CDA may terminate assistance because of a family’s action or failure to act.

- A statement clarifying that each month the family not only must pay to the CDA the monthly payment amount specified in the agreement but must also pay to the owner the family’s monthly share of the rent to owner.

- A statement that the terms of the repayment agreement may be renegotiated if the family’s income decreases or increases.

- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance.

**16-VI.B. RECORD RETENTION** [24 CFR 982.158]

During the term of each assisted lease, and for at least three years thereafter, the CDA must keep:

- A copy of the executed lease;
• The HAP contract; and
• The application from the family.
In addition, the CDA must keep the following records for at least three years:
• Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
• An application from each ineligible family and notice that the applicant is not eligible;
• HUD-required reports;
• Unit inspection reports;
• Lead-based paint records as required by 24 CFR 35, Subpart B.
• Accounts and other records supporting CDA budget and financial statements for the program;
• Records to document the basis for CDA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
• Other records specified by HUD.
Notice PIH 2014-20 requires the CDA to keep records of all complaints, investigations, notices, and corrective actions relation to violations of the Fair Housing Act or the equal access final rule.

The CDA must keep confidential records of all emergency transfers requested by victims of domestic violence, dating violence, sexual assault, and stalking under the CDA’s Emergency Transfer Plan, as well as the outcomes of such requests, and retain the records for a period of three years [24 CFR5.2002(e)(12)].

If an informal hearing to establish a family’s citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 16-III.D., Retention of Documents.

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION ELEVATED BLOOD LEAD LEVEL

16-VII.A. OVERVIEW

The CDA has certain responsibilities relative to children with environmental intervention elevated blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that the CDA is subject to.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e); Notice PIH 2017-13]

The CDA must report the name and address of a child identified as having an environmental intervention elevated blood lead level to the public health department within five business days of being so notified by any other medical health care professional. The owner must also notify the HUD field office and the HUD Office of Lead Hazard Control and Health Homes (OLHCHH) of the child’s address within five business days. The CDA may collaborate with the
owner on the notification process, such as by agreeing with the owner to provide the required notifications on the owner’s behalf.

CDA Policy

Upon notification by the owner, the CDA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention elevated blood lead level within five business days.

Upon notification by the owner, the CDA will notify the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) of the child’s address within five business days.

16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]

At least quarterly, the CDA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified environmental intervention elevated blood lead level.

If the CDA obtains names and addresses of environmental intervention elevated blood lead level children from the public health department(s), the CDA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, the CDA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

At least quarterly, the CDA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.

CDA Policy

The public health department(s) has stated they do not wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV program, on a quarterly basis. Therefore, the CDA is not providing such a report.

16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The CDA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

CDA Policy

The CDA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A copy of the notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the CDA’s emergency transfer plan (Exhibit 16-3)
A copy of HUD’s Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)

Contact information for local victim advocacy groups or service providers

Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]
CDA’s are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

CDA Policy
The CDA will provide all applicants with information about VAWA at the time they request an application for housing assistance, as part of the written briefing packet, and at the time the family is admitted to the program. The PHA will also include information about VAWA in all notices of denial of assistance (see section 3-III.G).

The CDA will provide all participants with information about VAWA at the time of admission (see section 5-I.B) and at annual reexamination. The CDA will also include information about VAWA in notices of termination of assistance, as provided in section 12-II.F.

The VAWA information provided to applicants and participants will consist of the notices in Exhibits 16-1 and 16-2.

The CDA is not limited to providing VAWA information at the times specified in the above policy. If the CDA decides to provide VAWA information to a participant following an incident of domestic violence, Notice PIH 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the CDA make alternative delivery arrangements that will not put the victim at risk.

CDA Policy
Whenever the CDA has reason to suspect that providing information about VAWA to a participant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the CDA may decide not to send mail regarding VAWA protections to the victim’s unit if the CDA believes the perpetrator may have access to the victim’s mail, unless requested by the victim.

When discussing VAWA with the victim, the CDA will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a
The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

Notification to Owners and Managers
While the CDA is no longer required, by regulation, to notify owners and managers participating in the HCV program of their rights and obligations under VAWA, the CDA may still choose to inform them.

CDA Policy
The CDA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the HCV program and at least annually thereafter.

The VAWA information provided to owners will consist of the notice in Exhibit 16-5 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, and Stalking and Alternate Documentation.

16-IX.D. DOCUMENTATION [24 CFR 5.2007]
A CDA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The CDA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the CDA’s request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:
(1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.
(2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
(3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional or a medical professional. The person signing the documentation must attest under penalty of perjury to the person’s belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The CDA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under “Conflicting Documentation,” nor may it require certification in addition to third-party documentation [VAWA final rule].

CDA Policy
Any request for documentation of domestic violence, dating violence, sexual assault or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The CDA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, the CDA will consider factors that may contribute to the victim’s inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim’s need to address health or safety issues. Any extension granted by the PHA will be in writing.

Once the victim provides documentation, the CDA will acknowledge receipt of the documentation within 10 business days.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the CDA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the CDA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3) within 30 calendar days of the date of the request for third-party documentation. The CDA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to the CDA. Individuals have 30 calendar days to return third-party verification to the CDA. If the CDA does not receive third-party documentation, and the CDA will deny or terminate assistance as a result, the CDA must hold separate hearings for the participants [Notice PIH 2017-08]. The CDA must honor any court orders issued to protect the victim or to address the distribution of property.

CDA Policy

If presented with conflicting certification documents (two or more forms HUD-5382) from members of the same household, the CDA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. The family will have 30 calendar days from the date of request by the CDA to provide this documentation.

When requesting third-party documents, the CDA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or participants will be given 30 calendar days from the date of the request to provide such documentation.

If the CDA does not receive third-party documentation within the required timeframe (and any extension) the CDA will deny VAWA protections and will notify the applicant or participant in writing of the denial. If, as a result, the applicant or participant is denied or terminated from the program, the CDA will hold separate hearings for the applicants or
Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]
The CDA has the discretion to provide benefits to an individual based solely on the individual’s statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

CDA Policy
If the CDA accepts an individual’s statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault or stalking, the CDA will document acceptance of the statement or evidence in the individual’s file.

Failure to Provide Documentation [24 CFR 5.2007(c)]
In order to deny relief for protection under VAWA, a CDA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the CDA may deny relief for protection under VAWA.

16-IX.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]
All information provided to the CDA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the CDA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

CDA Policy
If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the CDA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

EXHIBIT 16-1: SAMPLE NOTICE OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT, FORM HUD-5380

[Joe S.]
Notice of Occupancy Rights under the Violence Against Women Act

To all Tenants and Applicants

1 The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

2 Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.
The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.¹ The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that the Housing Choice Voucher Program is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

**Protections for Applicants**

If you otherwise qualify for assistance under the Housing Choice Voucher Program you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under the Housing Choice Voucher Program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Housing Choice Voucher Program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

**Removing the Abuser or Perpetrator from the Household**

Dakota County CDA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If Dakota County CDA chooses to remove the abuser or perpetrator, Dakota County CDA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, Dakota County CDA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in

¹ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.
order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, Dakota County CDA must follow federal, state, and local eviction procedures. In order to divide a lease, Dakota County CDA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, Dakota County CDA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, Dakota County CDA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

1. **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

2. **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

3. **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

   OR

   **You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

Dakota County CDA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

Dakota County CDA’s emergency transfer plan provides further information on emergency transfers, and Dakota County CDA must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking
Dakota County CDA can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from Dakota County CDA must be in writing, and Dakota County CDA must give you at least 14 business days (Saturdays, Sundays, and federal holidays do not count) from the day you receive the request to provide the documentation. Dakota County CDA may, but does not have to, extend the deadline for the submission of documentation upon your request. You can provide one of the following to Dakota County CDA as documentation. It is your choice which of the following to submit if Dakota County CDA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by Dakota County CDA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that Dakota County CDA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, Dakota County CDA does not have to provide you with the protections contained in this notice.

If Dakota County CDA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Dakota County CDA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, Dakota County CDA does not have to provide you with the protections contained in this notice.

Confidentiality

Dakota County CDA must keep confidential any information you provide related to the exercise of your rights under
VAWA, including the fact that you are exercising your rights under VAWA.

Dakota County CDA must not allow any individual administering assistance or other services on behalf of Dakota County CDA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Dakota County CDA must not enter your information into any shared database or disclose your information to any other entity or individual. Dakota County CDA, however, may disclose the information provided if:

- You give written permission to Dakota County CDA to release the information on a time limited basis.
- Dakota County CDA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires Dakota County CDA or your landlord to release the information.

VAWA does not limit Dakota County CDA’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

**Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, Dakota County CDA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if Dakota County CDA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If Dakota County CDA can demonstrate the above, Dakota County CDA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.
Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with The Department of Housing and Urban Development (HUD) Minneapolis Field Office.

For Additional Information


Additionally, Dakota County CDA must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact a Housing Choice Voucher Program staff member.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the Harriet Tubman Shelter at 612-825-3333 or www.tubman.org or Lewis House Shelters and Outreach (CAC) at 651-437-1291/651-452-7288 or www.communityactioncouncil.org.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

For help regarding sexual assault, you may contact CAC Sexual Assault Advocate at 651-452-7466 or www.communityactioncouncil.org or CAC Sexual Assaults Services Hotline at 651-405-1500

Victims of stalking seeking help may contact Dakota County Order for Protection Information Line at 952-895-1200 or MN Day One Crisis Line at 1-866-223-1111.

Attachment: Certification form HUD-5382
EXHIBIT 16-5: SAMPLE NOTICE TO HOUSING CHOICE VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This sample notice was adapted from a notice prepared by the National Housing Law Project.

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence Against Women Act, or “VAWA.” This notice explains your obligations under VAWA.

**Protects for Victims**

You cannot refuse to rent to an applicant solely because he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

**Permissible Evictions**

You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an actual and imminent (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

**Removing the Abuser from the Household**

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants’ rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

**Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

If a tenant asserts VAWA’s protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim’s statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-5382. This form is available at the housing authority or online at https://portal.hud.gov/hudportal/documents/huddoc?id=5382.docx.
- A statement from a victim service provider, attorney, mental health professional, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order, or administrative record.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

**Confidentiality**

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence,
dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to
outside entities unless:

• The tenant provides written permission releasing the information.
• The information is required for use in an eviction proceeding, such as to evict the abuser.
• Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

VAWA and Other Laws

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This
includes orders issued to protect the victim and orders dividing property among household members in cases where a
family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic
violence, dating violence, sexual assault, or stalking.

Additional Information

• If you have any questions regarding VAWA, please contact Dakota County CDA Housing Assistance
  Department staff at 651-675-4400.

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines domestic violence to include felony or misdemeanor crimes of violence committed by any of the
following:

• A current or former spouse or intimate partner of the victim
• A person with whom the victim shares a child in common
• A person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner
• A person similarly situated to a spouse of the victim under the domestic or family violence laws of the
  jurisdiction receiving grant monies
• 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

VAWA defines dating violence as 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:

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

VAWA defines sexual assault as “any non-consensual sexual act proscribed by federal, tribal, or state law, including
when the victim lacks capacity to consent” (42 U.S.C. 13925(a)).

VAWA defines stalking as engaging in a course of conduct directed at a specific person that would cause a reasonable
person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.
VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

**Purpose**

Many of VAWA’s protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (CDA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called “Notice”) is to explain your rights and obligations under VAWA, as an owner of housing assisted through Dakota County CDA’s HCV program. Each component of this Notice also provides citations to HUD’s applicable regulations.

**Denial of Tenancy**

*Protections for applicants:* Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

**Eviction**

*Protections for HCV participants:* Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant’s household or any guest or other person under the tenant’s control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

**Limitations of VAWA protections:**

a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
   1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
   2) The distribution or possession of property among members of a household in a case.

b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2)).

c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3)).

i. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the following standards: An actual and imminent threat consists of
a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)

ii. Any eviction due to “actual and imminent threat” should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

a. Form HUD-55383 (Self-Certification Form); or
b. A document: 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse: 2) Signed by the applicant or tenant; and 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or
c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.
If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14-business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

a. Deny admission by the applicant or tenant to the housing or program;
b. Deny assistance under the covered housing program to the applicant or tenant;
c. Terminate the participation of the tenant in the covered housing program; or
d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual’s failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual’s right to challenge the denial of assistance or termination, nor does it preclude the individual’s ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

**Moves**

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

**Lease Bifurcation**

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be affected in accordance with the procedures prescribed by federal, state, or local law for termination of leases. To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process...
results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.
Evictions Due to “Actual and Imminent Threat” or Violations Not Premised on Abuse

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition: Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

a. Requested or consented to in writing by the individual (victim) in a time-limited release;
b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.
Service Providers
Dakota County CDA has extensive relationships with local service providers. Dakota County Community Services staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in Dakota County CDA’s Annual and 5-Year Plan, Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers is attached to this Notice.

Definitions

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual, with respect to an individual, means:
(1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
(2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Dating violence means violence committed by a person:
(1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
(i) The length of the relationship;
(ii) The type of relationship; and
(iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction. The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
**Sexual assault** means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1. Fear for the person’s individual safety or the safety of others; or
2. Suffer substantial emotional distress.


**Attached:**

Legal services and the domestic violence resources for the Metro area
Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
[insert name of housing provider] VAWA Notice of Occupancy Rights

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**PART I: GENERAL REQUIREMENTS**

17-I.A. OVERVIEW [24 CFR 983.5; FR Notice 01/18/17; Notice PIH 2017-21]

The project-based voucher (PBV) program allows the CDA, which already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD, to take up to 20 percent of its authorized units and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. The CDA may only operate a PBV program if doing so is consistent with the CDA’s Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

**CDA Policy**

The CDA will operate a project-based voucher program using up to 150 vouchers for project-based assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the CDA is not required to reduce the number of these units if the amount of budget authority [number of authorized units] is subsequently reduced. However, the CDA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC, regardless of whether the CDA has vouchers available for project-basing [FR Notice 1/18/17].

**Additional Project-Based Units [FR Notice 1/18/17; Notice PIH 2017-21]**

The CDA may project-base an additional 10 percent of its units above the 20 percent program limit. The units may be distributed among one, all, or a combination of the categories as long as the total number of units does not exceed the 10 percent cap. Units qualify under this exception, if the units:
• Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) and contained in the Continuum of Care Interim Rule at 24 CFR 578.3.

• Are specifically made available to house families that are comprised of or include a veteran.
  - Veteran means an individual who has served in the United States Armed Forces.

• Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403.

• Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.

Only units that are under a HAP contract that was first executed on or after April 18, 2017, may be covered by the 10 percent exception.

**CDA Policy**

The CDA will not set aside units above the 20 percent program limit.

**Units Not Subject to the PBV Program Limitation [FR Notice 1/18/17]**

PBV units under the RAD program and HUD-VASH PBV set-aside vouchers do not count toward the 20 percent limitation when PBV assistance is attached to them.

In addition, units that were previously subject to certain federal rent restrictions or were receiving another type of long-term housing subsidy provided by HUD are not subject to the cap. The unit must be covered under a PBV HAP contract that first became effective on or after 04/18/17, in order to be excepted, the unit must meet the following conditions:

• The unit must be covered under a PBV HAP contract that first became effective on or after 4/18/17; and

• In the five years prior to the date the CDA either issued the RFP or selected the project, the unit either:
  - Received Public Housing Capital or Operating Funds, Project Based Rental Assistance, Housing for Elderly (Section 202), Housing for Persons with Disabilities (section 811), Rent Supplement (Rent Supp), or Rental Assistance Program (RAP); or
  - The unit was subject to a rent restriction through a loan or insurance program as a result of Section 236, Section 221(d)(3) or (d)(4) BMIR, Housing for Elderly Persons (Section 202), or Housing for Persons with Disabilities (Section 811).

Units that have previously received either PBV or HCV assistance are not covered under the exception.

**CDA Policy**

The CDA will not project-base any of the above unit types, units not subject to the 20 percent cap.
17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51(b)]

The CDA must select PBV proposals in accordance with the selection procedures in the CDA administrative plan. The CDA must select PBV proposals by either of the following two methods.

- **CDA request for PBV Proposals.** The CDA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the CDA request. The CDA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

- **The CDA may select proposals that were previously selected based on a competition.** This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. The CDA need not conduct another competition.

- **Units Selected Non-Competitively [FR Notice 1/18/17, Notice PIH 2017-21]**

  - **For certain public housing projects where the CDA has ownership interest or control and will spend a minimum amount per unit on rehabilitation or construction, the CDA may select a project without following one of the two processes above.**

    **CDA Policy**

    The CDA will not attach PBVs to projects owned by the CDA as described above.

**Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]**

CDA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the CDA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the CDA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

**CDA Policy**

The CDA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in a local newspaper of general circulation.

In addition, the CDA will post the RFP and proposal submission and rating and ranking procedures on its web site.

The CDA will publish its advertisement in the newspaper mentioned above one day per week for three weeks prior to the submission deadline. Proposals will be due in the CDA office by close of business 21 calendar days from the date of publication.
In order for the proposal to be considered, the owner must submit the proposal to the CDA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

The CDA will review all proposals for the following threshold criteria:

- **Site:**
  Sites must be compatible with the surrounding neighborhood. For example, if a proposal is for single family or duplex units, the location should be in a single family/duplex residential neighborhood.
  Sites must be accessible to services and amenities appropriate to the type of housing proposed. Examples include locating a property of predominately larger units close to parks, recreational facilities, shopping, employment and transportation or locating a property of predominately 1-bedroom units for seniors close to medical facilities, transportation and shopping.
  Sites must meet the requirements of HUD environmental standards.

- **Design:**
  The proposal must be compliant with Housing Quality Standards (HQS) as well as local codes, ordinances, and zoning requirements. Documentation of compliance may include providing working drawings and specifications for new construction or providing certificates of occupancy or building code inspection reports for existing housing.
  Amenities incorporated in design should be appropriate to prospective tenants.

- **Feasibility:**
  The proposal must be marketable and demonstrate a strong likelihood of being financed.

- **Ability to Successfully Develop, Market and Manage**
  The applicant must be able to demonstrate previous experience with similar housing proposals, education on the Project Based Voucher program, and/or available resources to successfully develop, market and manage the proposal.

The CDA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Projects that provide onsite supportive housing services to its residents. 15 points.
- Projects that serve families with children will receive priority in this category. Points will be awarded for applications that have 2+ bedroom units. 10 points.
- Proximity of the proposed development to public facilities, sources of employment, and services, including public transportation, health, education and recreation facilities (0-10 points).
- Prior extensive experience of the applicant in developing and managing similar residential housing (0-10 points).
• Demonstrated ability and capacity of the applicant to proceed expeditiously with
  the proposal (0-10 points).
• Length of commitment to long-term affordability of the proposed housing for
  households at or below 50% of area median income. Points will be awarded for
  length of commitment as follows: 1-5 years = 2 points, 6-10 years = 5 points, 11-
  15 years = 7 points, 16+ years = 10 points.
• Extent to which the proposed project has been developed as a result of a
  cooperative agreement or arrangement among public, semi-public or non-profit
  agencies and organizations (0-10 points).
• Extent to which the proposed project promotes linkages among housing, jobs and
  transportation and/or promotes higher-density development along selected
  transportation corridors (0-10 points).
• Extent to which the project can serve as a model for other communities (0-10
  points).

CDA-Owned Units [24 CFR 983.51(e), 983.59, Notice PIH 2015-05, and FR Notice 1/18/17, and
Notice PIH 2017-21]
A CDA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-
approved independent entity reviews the selection process and determines that the CDA-owned
units were appropriately selected based on the selection procedures specified in the CDA
administrative plan. If the CDA selects a proposal for housing that is owned or controlled by the
CDA, the CDA must identify the entity that will review the CDA proposal selection process and
perform specific functions with respect to rent determinations and inspections.
In the case of CDA-owned units, the term of the HAP contract and any HAP contract renewal
must be agreed upon by the CDA and a HUD-approved independent entity. In addition, an
independent entity must determine the rent to owner, the re-determined rent to owner, and
reasonable rent. Housing quality standards inspections must also be conducted by an
independent entity.
The independent entity that performs these program services may be the unit of general local
government for the CDA jurisdiction (unless the CDA is itself the unit of general local government
or an agency of such government) or another HUD-approved public or private independent
terity.

CDA Policy
The CDA will consider PBV assistance at CDA-owned properties.
The CDA may only compensate the independent entity from CDA ongoing administrative fee
income (including amounts credited to the administrative fee reserve). The CDA may not use
other program receipts to compensate the independent entity for its services. The CDA and
independent entity may not charge the family any fee for the appraisal or the services provided
by the independent entity.

CDA Notice of Owner Selection [24 CFR 983.51(d)]
The CDA must give prompt written notice to the party that submitted a selected proposal and
must also give prompt public notice of such selection. Public notice procedures may include
publication of public notice in a local newspaper of general circulation and other means designed
and actually operated to provide broad public notice.

**CDA Policy**

Within 10 business days of the CDA making the selection, the CDA will notify the selected
owner in writing of the owner’s selection for the PBV program. The CDA will also notify in
writing all owners that submitted proposals that were not selected and advise such
owners of the name of the selected owner.

The CDA will make available to any interested party its rating and ranking sheets and
documents that identify the CDA basis for selecting the proposal. These documents will be
available for review by the public and other interested parties for one month after
publication of the notice of owner selection. The CDA will not make available sensitive
owner information that is privileged, such as financial statements and similar information
about the owner.

The CDA will make these documents available for review at the CDA during normal
business hours. The cost for reproduction of allowable documents will be $.20 per page.

17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56, FR Notice 1/18/17, and Notice PIH 2017-21]

In general, the CDA may not select a proposal to provide PBV assistance for units in a project or
enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units
in a project, if the total number of dwelling units in the project that will receive PBV assistance
during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the
number of dwelling units (assisted or unassisted) in the project.

**Exceptions to 25 Percent per Project Cap [FR Notice 1/18/17; Notice PIH 2017-21]**

*As of April 18, 2017, Exceptions are allowed and PBV units are not counted against the 25 percent
or 25-unit per project cap if:*

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving
  PBV assistance in the project
  
  - If the projects is located in a census tract with a poverty rate of 20 percent or less, as
determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25
  percent) of the units in the project [FR Notice 7/14/17]. The project is located in a
census tract with a poverty rate of 20 percent or less, as determined in the most
recent American Community Survey Five-Year estimates

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the
project cap exemption for projects that serve disabled families and modified the exception for
supportive services. Projects where these caps were implemented prior to HOTMA (HAP
contracts executed prior to April 18, 2017) may continue to use the former exemptions and may renew their HAP contracts under the old requirements, unless the CDA and owner agree
to change the conditions of the HAP contract. However, this change may not be made if it would jeopardize an assisted family’s eligibility for continued assistance in the project.

Supportive Services

The CDA must include in the CDA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. As of April 18, 2017, the project must make supportive services available to all families receiving PBV assistance in the project, but the family does not actually have to accept and receive supportive services for the exception to apply to the unit, although the family must be eligible to receive supportive services. It is not necessary that the services be provided at or by the project, but must be reasonably available to families receiving PBV assistance at the project and designed to help families in the project achieve self-sufficiency or live in the community as independently as possible. The CDA may not require participation in the supportive services as a condition of living in the excepted unit, although such services may be offered.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in the CDA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

CDA Policy

Excepted units will be limited to units for elderly families and households eligible for supportive services available to all families receiving PBV assistance in the project.

Projects not Subject to a Project CAP [FR Notice 1/18/17; Notice PIH 2017-21]

PBV units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are exempt from the project cap. In other words, 100 percent of the units in these projects may receive PBV assistance. To qualify for the exception, the unit must:

- Be covered by a PBV HAP contract that first became effective on or after 4/18/17; and
- In the five years prior to the date the CDA either issued the RFP under which the project was selected or the CDA selected the project without competition, the unit met at least one of the following conditions:
  - The unit received Public Housing Capital or Operating Funds, Project-Based Rental Assistance, Housing for the Elderly (Section 303), Housing for Persons with disabilities (Section 811), the Rental Supplement program,
  - The unit was subject to a rent restriction as a result of one of the following HUD loans or insurance programs: Section 236, Section 221(d)(3) or (d)(4) BMIT, Housing for the Elderly (Section 202), or Housing for Persons with Disabilities (Section 811)

Units that were previously receiving PBV assistance are not covered by the exception. Both existing and rehabilitation units are eligible for this exception. Newly constructed units qualify if they meet the definition of replacement unit described in FR Notice 1/18/17.

CDA Policy
The CDA does not have any PBV units that are subject to the per project cap exception.

**Promoting Partially-Assisted Projects [24 CFR 983.56(c)]**

A CDA may establish local requirements designed to promote PBV assistance in partially assisted projects. A partially assisted project is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

A CDA may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units or in a single-family building. A CDA may also determine not to provide PBV assistance for excepted units, or the CDA may establish a per-project cap of less than 25 percent.

**CDA Policy:**

The CDA will not provide assistance for excepted units. Beyond that, the CDA will not impose any further cap on the number of PBV units assisted per project.

**17-III.D. INSPECTING UNITS**

**Pre-selection Inspection [24 CFR 983.103(a)]**

The CDA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the CDA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, the CDA may not execute the HAP contract until the units fully comply with HQS, unless the CDA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions.

**CDA Policy:**

The CDA will not provide assistance for excepted units. Beyond that, the CDA will not impose any further cap on the number of PBV units assisted per project.

**Pre-HAP Contract Inspections [24 CFR 983.103(b); FR Notice 1/18/17]**

The CDA must inspect each contract unit before execution of the HAP contract. The CDA may not enter into a HAP contract covering a unit until the unit fully complies with HQS.

**Turnover Inspections [24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20]**

Before providing assistance to a new family in a contract unit, the CDA must inspect the unit. The CDA may not provide assistance on behalf of the family until the unit fully complies with HQS, unless the CDA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions.

**CDA Policy**

The CDA will not provide assistance for excepted units. Beyond that, the CDA will not impose any further cap on the number of PBV units assisted per project.

**Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]**

At least once every 24 months during the term of the HAP contract, the CDA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement.

**CDA Policy**
The CDA will inspect, on an annual basis, a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the CDA must re-inspect 100 percent of the contract units in the building.
Other Inspections [24 CFR 983.103(e)]

The CDA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The CDA must take into account complaints and any other information coming to its attention in scheduling inspections.

The CDA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting CDA supervisory quality control HQS inspections, the CDA should include a representative sample of both tenant-based and project-based units.

Inspecting CDA-Owned Units [24 CFR 983.103(f)]

In the case of CDA-owned units, the inspections must be performed by an independent agency designated by the CDA and approved by HUD. The independent entity must furnish a copy of each inspection report to the CDA and to the HUD field office where the project is located. The CDA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the CDA-owner.

17-V.B. HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203]

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project’s name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set-aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]
The CDA may not enter into a HAP contract until each contract unit has been inspected and the CDA has determined that the unit complies with the Housing Quality Standards (HQS), unless the CDA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions. For existing housing, the HAP contract must be executed promptly after the CDA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the CDA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

CDA Policy

For existing housing, the HAP contract will be executed within 10 business days of the CDA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of the CDA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract [24 CFR 983.205; FR Notice 1/18/17, and Notice PIH 2017-21]

The CDA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of CDA-owned units, the term of the HAP contract must be agreed upon by the CDA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

CDA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis and for an initial term of no less than one year and no more than 10 years. The CDA will consider a term, up to, 15 years when required to comply with another secured financing source.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, the CDA may extend the term of the contract for an additional term of up to 20 years if the CDA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 20 years. The CDA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract the CDA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of CDA-owned units, any extension of the term of the HAP contract must be agreed
upon by the CDA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

**CDA Policy**

When determining whether or not to extend an expiring PBV contract, the CDA will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available budget authority;
- The condition of the contract units;
- The owner’s record of compliance with obligations under the HAP contract and lease(s);
- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
- Whether the funding could be used more appropriately for tenant-based assistance.

**Termination by CDA [24 CFR 983.205(c) and FR Notice 1/18/17]**

The HAP contract must provide that the term of the CDA’s contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the CDA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

In times of insufficient funding, HUD requires that the CDA first take all cost-saving measures prior to failing to make payments under existing PBV HAP contracts.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the CDA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

**Termination by Owner [24 CFR 983.205(d)]**

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the CDA. In this case, families living in the contract units must be offered tenant-based assistance.

**Statutory Notice Requirements: Contract Termination or Expiration [24 CFR 983.206, FR Notice 1/18/17, and Notice PIH 2017-21]**

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify the CDA and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner’s inability to collect an increased tenant portion of rent. An owner may renew the
terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the owners require notice period ends. The CDA must provide the family with a voucher and the family must also be given the option by the CDA and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the CDA HCV tenant-based program, and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family’s adjusted monthly income.

Remedies for HQS Violations [24 CFR 983.208(b)]

The CDA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the CDA determines that a contract does not comply with HQS, the CDA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

CDA Policy
The CDA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

17-VII.C. MOVES
Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260]

If the CDA determines that a family is occupying a wrong size unit, based on the CDA’s subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the CDA must promptly notify the family and the owner of this determination, and the CDA must offer the family the opportunity to receive continued housing assistance in another unit.

CDA Policy
The CDA will notify the family and the owner of the family’s need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the CDA’s determination. The CDA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

Tenant-based voucher assistance;
PBV assistance in the same building or project; and
PBV assistance in another project.

If the CDA offers the family a tenant-based voucher, the CDA must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family’s voucher (including any extension granted by the CDA) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family’s voucher, the CDA must remove the unit from the HAP contract.

If the CDA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the CDA, or both, the CDA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the CDA and remove the unit from the HAP contract.

**CDA Policy**
The CDA will offer the family another form of assistance and opportunity to move at the end of the existing lease term.

**Family Right to Move [24 CFR 983.261]**
The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the CDA. If the family wishes to move with continued tenant-based assistance, the family must contact the CDA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the CDA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family’s lease in the PBV unit, the CDA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

**Emergency Transfers under VAWA [Notice PIH 2017-08]**

Except where special consideration is needed for the project-based voucher program, the CDA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the CDA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.
When the victim of domestic violence, dating violence, sexual assault, or stalking has lived in the unit for less than one year, the CDA will provide several options for continued assistance.

The CDA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where the CDA has PBV units. The CDA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to either tenant-based rental assistance (HCV) or assistance in the PHA’s public housing program. Such a decision will be made by the CDA based on the availability of tenant-based vouchers and/or vacancies in public housing units. Such families must be selected from the waiting list for the applicable program. The CDA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, and stalking in both its HCV and public housing programs in order to expedite this process. See Section 4-III.C. of this administrative plan.

If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, the CDA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where the CDA has PBV units. The CDA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262,]

As of April 17, 2018 the CDA may not pay housing assistance under a PBV HAP contract for more than the greater of 25 units or 25 percent of the number of dwelling units in a project unless:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project
- If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent instead of 25 percent) of the units in the project [FR Notice 7/14/17].

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by the CDA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. However, if the FSS family fails to successfully complete the FSS contract of participation or supportive services objective and consequently is no longer eligible for the supportive services, the family must vacate the unit within a reasonable period of time established by the CDA and the CDA shall cease paying HAP on behalf of the family.
Further, when a family (or remaining members of a family) residing in an excepted unit no longer meets the criteria for a “qualifying family” because the family is no longer an elderly family due to a change in family composition, the CDA has discretion to allow the family to remain in the excepted unit. If the CDA does not exercise this discretion, the family must vacate the unit within a reasonable period of time established by the CDA, and the CDA must cease paying housing assistance payments on behalf of the non-qualifying family.

Individuals in units with supportive services who choose to no longer participate in a service or who no longer qualify for services they qualified for at the time of initial occupancy cannot subsequently be denied continued housing opportunity because of this changed circumstance. A CDA or owner cannot determine that a participant’s needs exceed the level of care offered by qualifying services or require that individuals be transitioned to different projected based on service needs.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the CDA.

The CDA may allow a family that initially qualified for occupancy of an excepted unit based on elderly family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly family member or long-term or permanent hospitalization or nursing care), the elderly family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.

**CDA Policy**

The CDA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to circumstances beyond the remaining family members’ control.

In all other cases, the CDA will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, the CDA will terminate the housing assistance payments at the expiration of this 30-day period.

The CDA may make exceptions to this 30-day period if needed for reasons beyond the family’s control such as death, serious illness, or other medical emergency of a family member.

**17-VIII.B. RENT LIMITS [24 CFR 983.301]**

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:
• An amount determined by the CDA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
• The reasonable rent; or
• The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c)]
For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:
• The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
• The contract unit is not located in a qualified census tract;
• There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
• The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:
• The tax credit rent minus any utility allowance;
• The reasonable rent; or
• The rent requested by the owner.

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

Tax credit rent is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Reasonable Rent [24 CFR 983.301(e) and 983.302(c)(2)]
The CDA must determine reasonable rent in accordable with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where the CDA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:
• To correct errors in calculations in accordable with HUD requirements
• If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55
• If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant

If the CDA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

CDA Policy

The CDA will elect within the HAP contract not to reduce rents below the initial level, with the exception of circumstances listed in 24 CFR 983.302(c)(2). If, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent, the PHA will use the higher initial rent to owner amount.

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, the CDA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the CDA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the CDA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the CDA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

CDA Policy

Upon written request by the owner, the CDA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The CDA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the CDA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the CDA determines it is necessary due to CDA budgetary constraints.

Use of Small Area FMRs (SAFMRs) [24 CFR 888.113(h)]

While small area FMRs (SAFMRs) do not apply to PBV projects, PHAs that operate a tenant-based program under SAFMRs (either by HUD-designation or because the PHA requested HUD approval...
to use SAFMRs) may apply SAFMRs to all future PBV HAP contracts. If the CDA adopts this policy, it must apply to all future PBV projects and the CDA’s entire jurisdiction. The CDA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the CDA subsequently changes its policy.

Further, the CDA may apply SAFMRs to current PBV projects where the notice of owner selection was made on or before the effective dates of both the SAFMR designation and the CDA administrative plan policy implementation, provided the owner is willing to mutually agree to doing so and the use of FMRs once the SAFMRs have been adopted, even if the CDA subsequently changes its policy. If rents increase as a result of the use of SAFMRs, the rent increase may not be effective until the first anniversary of the HAP contract.

CDA Policy

The CDA will not apply SAFMRs to the CDA’s PBV program.

Redetermination of Rent [24 CFR 983.302]

The CDA must redetermine the rent to owner upon the owner’s request or when there is a 10 percent or greater decrease in the published FMR.

Rent Increase

If an owner wishes to request an increase in the rent to owner from the CDA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by the CDA. The CDA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

CDA Policy

An owner’s request for a rent increase must be submitted to the CDA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

The CDA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment.

Notice of Rent Change

The rent to owner is redetermined by written notice by the CDA to the owner specifying the amount of the redetermined rent. The CDA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies
for the period of 12 calendar months from the annual anniversary of the HAP contract.

CDA Policy

The CDA will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

CDA-Owned Units [24 CFR 983.301(g)]

For CDA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The CDA must use the rent to owner established by the independent entity.
Public Hearing To Receive Comments And Approval Of The
2020 Public Housing Agency Five Year and Annual Plan

Meeting Date: 3/17/2020
Department: Housing Assistance/Property Management
Prepared By: Lisa Hohenstein
Contact: Lisa Hohenstein/Anna Judge
Contact Phone: 651-675-4543/651-675-4501

Fiscal/FTE Impact:
☒ None
☐ Amount included in current budget
☐ Budget amendment requested
☐ FTE included in current complement
☐ New FTE(s) requested
☐ Other:

PURPOSE/ACTION REQUESTED
• Conduct and close a public hearing.
• Approve the 2020 Public Housing Agency Five Year and Annual Plan.

SUMMARY
As an administrator of the Housing Choice Voucher and Public Housing programs, the Dakota County Community Development Agency (CDA) is required to prepare an Annual Update to its Public Housing Agency Plan (PHA Plan) and additionally, one every five years, a Public Housing Agency Five Year Plan using the Department of Housing and Urban Development’s (HUD) prescribed template.

The CDA’s 2020 PHA Five Year and Annual Plan Update (Attachment A) outlines goals and objectives for the Housing Choice Voucher and Public Housing programs for the upcoming year.

HUD requires a 45-day public comment period and a public hearing for the drafted PHA Plan. The public comment period was published in the Dakota County Tribune beginning January 3, 2020 (Attachment B) and was posted on the CDA’s website. The drafted PHA Plan was available to review on the CDA’s website and at the CDA’s office. Letters were sent to city officials in cities where public housing units are located to review the plan and provide comment. In conjunction with the public comment period, the CDA held two public housing resident meetings to solicit feedback. Public Housing and Housing Choice Voucher households were mailed a postcard with information on where to view the PHA Plan and could provide comment by email, phone or mail.

There were several comments from Public Housing residents and Housing Choice Voucher recipients, all of which have been addressed, or are being considered. There were no comments received from city officials outside Burnsville confirming site visits on February 14, 2020 and there were no violations except a vehicle with expired license tabs. The comments that were received are in Attachment C.

RECOMMENDATION
HUD requires Public Housing agencies to submit the PHA Plan 75 days prior to the fiscal year end. Staff recommends approval of the PHA Plan for submission to HUD.

EXPLANATION OF FISCAL/FTE IMPACT
Programs described in the PHA Plan are funded through HUD federal allocations.
Resolution No. 20-XXXX

Public Hearing To Receive Comments And Approval Of The
2020 Public Housing Agency Five Year And Annual Plan

WHEREAS, the U.S. Department of Housing and Urban Development requires that public housing agencies with Housing Choice Voucher and/or Public Housing programs submit a Five Year and Annual Update to its Public Housing Agency Plan (PHA Plan) in accordance with the prescribed HUD templates; and

WHEREAS, CDA Board Resolution #20-6224 scheduled a public hearing for the purpose of receiving comments from citizen and residents; and

WHEREAS, a public notice was published in the Dakota County Tribune and posted on the CDA’s website; and

WHEREAS, CDA staff solicited feedback from program participants and community stakeholders; and

WHEREAS, comments that were received during the 45-day comment period have been considered in the Annual Update to the PHA Plan; and

WHEREAS, a public hearing for the purpose of receiving additional comments from citizens and residents was conducted at the CDA Board meeting on March 17, 2020; and

WHEREAS, the PHA Plan was reviewed and discussed with the CDA Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the 2020 Public Housing Agency Five Year and Annual Plan is approved for submission to the U.S. Department of Housing and Urban Development.
### A. PHA Information.

#### A.1 PHA Name: Dakota County Community Development Agency  PHA Code: MN46P147

**PHA Plan for Fiscal Year Beginning:** (MM/YYYY): **07/2020**

**PHA Plan Submission Type:**
- [x] 5-Year Plan Submission
- [ ] Revised 5-Year Plan Submission

**Availability of Information.** In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

#### PHA Consortia:

- [ ] PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

<table>
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<tr>
<th>Participating PHAs</th>
<th>PHA Code</th>
<th>Program(s) in the Consortia</th>
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### B. 5-Year Plan

**Required for all PHAs completing this form.**

#### B.1 Mission

State the PHA’s mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA’s jurisdiction for the next five years.

“To improve the lives of Dakota County residents and enhance the economic vitality of communities through housing and community development.”

The Dakota County Community Development utilizes available federal, state and local resources to serve the low-income, very low-income, and extremely low-income households of Dakota County by working to upgrade and maintain existing housing stock, encourage the construction of new affordable housing, and provide decent, safe, and affordable rental housing opportunities.

#### B.2 Goals and Objectives

**Goals adopted by the Dakota County CDA include:**

- **Create and Maintain Affordable Housing Opportunities**
  - Apply for additional rental vouchers, as they are available.
  - Modernize public housing units utilizing over $800,000 for public housing units per year.
  - Comply with VAWA requirements.

- **Strengthen Dakota County Communities**
  - Deconcentrate poverty by promoting mixed-income private developments, when possible, and maintaining scattered site public housing program.
  - Promote self-sufficiency and asset development by continuing a Section 8 Family Self-Sufficiency program, incorporating services in housing units as feasible, and working with the Dakota County Community Services on partnering opportunities that benefit the residents of the CDA and Dakota County as a whole.

- **Excellence in the Administration of Programs**
  - Maintain 95% or better occupancy/utilization rate for each CDA housing program.
  - Earn a High Performer designation through the Public Housing Assessment System (PHAS) and the Section 8 Management Assessment Program (SEMAP).
  - Provide quality service to customers and clients through open communication, offering extended hours once a month for working program participants, and completing no less than 98% of Section 8 recertifications on time.

- **Increase Public Awareness of Agency and Affordable Housing**
  - Promote housing programs through annual landlord conference and education.
  - Promote initiatives through comprehensive communications program.
  - Pursue opportunities for collaboration and partnership.
  - Promote the CDA on LinkedIn

- **Attract, Retain and Develop Qualified Staff**
  - Offer career opportunities and benefits that successfully compete with other employers.
  - Foster workplace environment where employees feel supported and encouraged to pursue on-going professional development.

#### B.3 Progress Report

Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

*See Attachment Exhibit 1A.*
| B.4 | **Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA’s goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.  
*See Attachment Exhibit 1B*
|---|---|
| B.5 | **Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.  

The CDA defines “significant amendment” to the Annual Plan for the Public Housing and Housing Choice Voucher (HCV) Programs to be changes to the local preference given in waiting list systems and those changes that may be required by HUD through regulation, if any. For Public Housing only, “significant amendment” is further defined as any change to the proposed demolition or disposition of property and any proposed elderly only designation of property.  

The CDA defines “substantial deviation/modification” as a fundamental change to the CDA’s mission statement, goals or objectives identified in the 5-Year Plan.
| B.6 | **Resident Advisory Board (RAB) Comments.**  
(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?  

Y ☐ N ☐

(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
| B.7 | **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.
EXHIBIT 1A

Goals and Objectives. Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

Goals adopted by the Dakota County CDA include:

Create and Maintain Affordable Housing Opportunities
- Apply for additional rental voucher as they are available.
- Modernize public housing units utilizing over $800,000 for public housing units per year.
- Compliance with VAWA requirements.

PROGRESS:
- 2019 awarded 20 Mainstream Vouchers
- 2019 awarded funding for housing search assistance for Housing Trust Fund Program
- 2019 – 40 PBV vouchers to a supportive housing project in Inver Grove Heights
- Additional local levy resources were earmarked for households on the Housing Choice Voucher waiting list and residing in Dakota Woodlands shelter.
- Administered an Emergency Solutions Grant (ESG) for the first time in 2013-2014. Served 45 households with ESG funds with a rapid re-housing program providing a mix of rental assistance, security deposits, or application fees.
- 2015-2019 the CDA modernized and completely rehabilitated 33 units of Public Housing through Capital Funds.
- VAWA notification is posted on the CDA’s website and applicant/participant documentation.
- Maintaining housing and/or subsidy when it has been determined protection by VAWA is warranted.
- Staff was trained on VAWA and its requirements in 2019.

Strengthen Dakota County Communities
- Deconcentrate poverty by promoting mixed-income private developments when possible and maintaining scattered site public housing program.
- Promote self-sufficiency and asset development by continuing a Section 8 Family Self-Sufficiency program, incorporating services in housing units as feasible.

PROGRESS:
- Offered a four part Financial Literacy Series for FSS participants.
- Received approval for 120 Public Housing Units through HUD Section 18

Excellence in the Administration of Programs
- Maintain 95% or better occupancy/utilization rate for each CDA housing program.
- Earn a High Performer designation through the Public Housing Assessment System (PHAS) and the Section 8 Management Assessment Program (SEMAP).
- Provide quality service to customers and clients through open communication, offering extended hours once a month for working program participants, and completing no less than 98% of Section 8 recertifications on time.

PROGRESS:
- Maintained 98% unit utilization for the HCV Program.
- Maintained High Performer designation for SEMAP and PHAS.
- Offer open late hours on a monthly basis.
- Obtain the maximum points for timely re-certifications established in SEMAP.
- Maintained 98% occupancy in our Public Housing Program
Increase Public Awareness of Agency and Affordable Housing
- Promote housing programs through annual landlord conference and education.
- Promote initiatives through comprehensive communications program.
- Pursue opportunities for collaboration and partnership
- Promote the CDA on LinkedIn

PROGRESS:
- Offer monthly owner workshops, Annual Owners Conference and hosted Landlord/Tenant Law Training.
- Built partnerships with local community services to benefit the residents of Dakota County as a whole.
- Promoting the Dakota County CDA housing and employment opportunities on LinkedIn.

Attract, Retain and Develop Qualified Staff
- Offer career opportunities and benefits that successfully compete with other employers.
- Foster workplace environment where employees feel supported and encouraged to pursue on-going professional development.

PROGRESS:
- Offer compensation and benefit package that is competitive with similar positions at housing authorities in the Twin Cities Metropolitan Area.
- Invest in professional development of all staff through local and national training opportunities.
- The CDA has a tuition reimbursement policy for continuing education.
PART IX: VIOLENCE AGAINST WOMEN ACT OF 2005 (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

16-IX.A. OVERVIEW

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, and stalking who are applying for or receiving assistance under the housing choice voucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and CDA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located primarily in the following sections: 3-I.C, “Family Breakup and Remaining Member of Tenant Family”; 3-III.G, “Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking”; 10-I.A, “Allowable Moves”; 10-I.B, “Restrictions on Moves”; 12-II.E, “Terminations Related to Domestic Violence, Dating Violence, or Stalking”; and 12-II.F, “Termination Notice.”

16-IX.B. DEFINITIONS [24 CFR 5.2003, 42 USC 13925]

As used in VAWA:

- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact.

- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship

- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

- The term *affiliated individual* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
- Any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.

- The term sexual assault means:
  - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent.

- The term stalking means:
  - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

**16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]**

*Notification to Public*

The CDA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

**CDA Policy**

The CDA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

- A notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

- A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

- A copy of the CDA’s emergency transfer plan (Exhibit 16-3)

- A copy of HUD’s Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)

- Contact information for local victim advocacy groups or service providers

**Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]**

CDA’s are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

**CDA Policy**

The CDA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The PHA will also include information
about VAWA in all notices of denial of assistance (see section 3-III.G).

The CDA will provide all participants with information about VAWA at the time of admission (see section 5-I.B) and at annual reexamination. The CDA will also include information about VAWA in notices of termination of assistance, as provided in section 12-II.F.

The VAWA information provided to applicants and participants will consist of the notices in Exhibits 16-1 and 16-2.

Notification to Owners and Managers
While the CDA is no longer required, by regulation, to notify owners and managers participating in the HCV program of their rights and obligations under VAWA, the CDA may still choose to inform them.

CDA Policy
The CDA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the HCV program and at least annually thereafter.

The VAWA information provided to owners will consist of the notice in Exhibit 16-5 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, and Stalking and Alternate Documentation.

16-IX.D. DOCUMENTATION [24 CFR 5.2007]
A CDA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The CDA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the CDA’s request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:
(1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim
(2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
(3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional or a medical professional. The person signing the documentation must
attest under penalty of perjury to the person’s belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation. The CDA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under “Conflicting Documentation,” nor may it require certification in addition to third-party documentation [VAWA final rule].

**CDA Policy**
Any request for documentation of domestic violence, dating violence, sexual assault or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The CDA may, in its discretion, extend the deadline for 10 business days. Any extension granted by the PHA will be in writing.

**Conflicting Documentation [24 CFR 5.2007(e)]**
In cases where the CDA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the CDA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3) within 30 calendar days of the date of the request for third-party documentation. The CDA must honor any court orders issued to protect the victim or to address the distribution of property.

**CDA Policy**
If presented with conflicting certification documents (two or more forms HUD-5382) from members of the same household, the CDA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. The family will have 30 calendar days from the date of request by the CDA to provide this documentation.

**Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]**
The CDA has the discretion to provide benefits to an individual based solely on the individual’s statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b).

**CDA Policy**
If the CDA accepts an individual’s statement or other corroborating evidence of domestic violence, dating violence, sexual assault or stalking, the CDA will document acceptance of the statement or evidence in the individual’s file.
Failure to Provide Documentation [24 CFR 5.2007(c)]
In order to deny relief for protection under VAWA, a CDA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the CDA may deny relief for protection under VAWA.

16-IX.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the CDA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the CDA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

CDA Policy
If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the CDA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.
EXHIBIT 16-1: SAMPLE NOTICE OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT, FORM HUD-5380

[Dakota County Community Development Agency]

Notice of Occupancy Rights under the Violence Against Women Act

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Housing Choice Voucher Program is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance under the Housing Choice Voucher Program you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under the Housing Choice Voucher Program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the Housing Choice Voucher Program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

1 The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

2 Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

3 Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.
Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

Dakota County CDA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If Dakota County CDA chooses to remove the abuser or perpetrator, Dakota County CDA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, Dakota County CDA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, Dakota County CDA must follow Federal, State, and local eviction procedures. In order to divide a lease, Dakota County CDA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, Dakota County CDA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, Dakota County CDA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

1. **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

2. **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

3. **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR
You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

Dakota County CDA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

Dakota County CDA’s emergency transfer plan provides further information on emergency transfers, and Dakota County CDA must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

Dakota County CDA can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from Dakota County CDA must be in writing, and Dakota County CDA must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. Dakota County CDA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to Dakota County CDA as documentation. It is your choice which of the following to submit if Dakota County CDA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by Dakota County CDA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual
assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

☒ Any other statement or evidence that Dakota County CDA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, Dakota County CDA does not have to provide you with the protections contained in this notice.

If Dakota County CDA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Dakota County CDA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, Dakota County CDA does not have to provide you with the protections contained in this notice.

Confidentiality

Dakota County CDA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

Dakota County CDA must not allow any individual administering assistance or other services on behalf of Dakota County CDA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Dakota County CDA must not enter your information into any shared database or disclose your information to any other entity or individual. Dakota County CDA, however, may disclose the information provided if:

- You give written permission to Dakota County CDA to release the information on a time limited basis.
- Dakota County CDA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires Dakota County CDA or your landlord to release the information.

VAWA does not limit Dakota County CDA’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not
related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, Dakota County CDA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if Dakota County CDA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If Dakota County CDA can demonstrate the above, Dakota County CDA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider’s violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with The Department of Housing and Urban Development (HUD) Minneapolis Field Office.

For Additional Information


Additionally, Dakota County CDA must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact a Housing Choice Voucher Program staff member.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the Harriet Tubman Shelter at 612-825-3333 or www.tubman.org or Lewis House Shelters and Outreach (CAC) at 651-437-1291/651-452-7288 or www.communityactioncouncil.org.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of

For help regarding sexual assault, you may contact CAC Sexual Assault Advocate at 651-452-7466 or www.communityactioncouncil.org or CAC Sexual Assaults Services Hotline at 651-405-1500

Victims of stalking seeking help may contact Dakota County Order for Protection Information Line at 952-895-1200 or MN Day One Crisis Line at 1-866-223-1111.

**Attachment:** Certification form HUD-5382
Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to
by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.
TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _________________________________________

2. Name of victim: _________________________________________________________________

3. Your name (if different from victim’s): _____________________________________________

4. Name(s) of other family member(s) listed on the lease: ________________________________

5. Residence of victim: ______________________________________________________________

6. Name of the accused perpetrator (if known and can be safely disclosed): ________________

7. Relationship of the accused perpetrator to the victim: _________________________________

8. Date(s) and times(s) of incident(s) (if known): _______________________________________

10. Location of incident(s): __________________________________________________________

In your own words, briefly describe the incident(s):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature __________________________ Signed on (Date) __________________________

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.
Emergency Transfers

The Dakota County CDA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),\textsuperscript{4} the Dakota County CDA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.\textsuperscript{5} The ability of the Dakota County CDA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the Dakota County CDA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the public housing and housing choice voucher (HCV) programs are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

\textsuperscript{4}Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

\textsuperscript{5}Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.
Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

**Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify the Dakota County CDA’s management office and submit a written request for a transfer to any PHA office. The Dakota County CDA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the Dakota County CDA’s program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

**Confidentiality**

The Dakota County CDA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the Dakota County CDA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the Dakota County CDA’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

**Emergency Transfer Timing and Availability**

The Dakota County CDA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The Dakota County CDA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The Dakota County CDA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit. If the Dakota County CDA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the Dakota County CDA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant’s request, the Dakota County CDA will also assist
tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.
Emergency Transfers: Housing Choice Voucher (HCV) Program

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, the Dakota County CDA will assist you to move to a safe unit quickly using your existing voucher assistance. The Dakota County CDA will make exceptions to program regulations restricting moves as required.

At your request, the Dakota County CDA will refer you to organizations that may be able to further assist you.

Project-based assistance: If you are assisted under the project-based voucher (PBV) program, you may request an emergency transfer under the following programs for which you are not required to apply:

- Tenant-based voucher, if available
- Project-based assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe)

Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance.

You may also request an emergency transfer under the following programs for which you are required to apply:

- Public housing program (if a vacant unit is available).
- PBV assistance in another development not owned by the PHA (if a vacant unit is available)
- Dakota County CDA’s Senior Housing Program (if a vacant unit is available and the household meets eligibility requirements)
- Dakota County CDA’s Workforce Housing Program (if a vacant unit is available and the household meets eligibility requirements)

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, the Dakota County CDA will refer you to organizations that may be able to further assist you.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse, and Incest National Network’s National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.
Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider’s emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider’s emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.
Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: ________________________________
2. Your name (if different from victim’s) _______________________________________
3. Name(s) of other family member(s) listed on the lease: _________________________
4. Name(s) of other family member(s) who would transfer with the victim: _______
5. Address of location from which the victim seeks to transfer: ___________________
6. Address or phone number for contacting the victim: ____________________________
7. Name of the accused perpetrator (if known and can be safely disclosed): ________
8. Relationship of the accused perpetrator to the victim: _________________________
9. Date(s), Time(s) and location(s) of incident(s): _______________________________

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. __________

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: ________________________________________________________________

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature ___________________________ Signed on (Date) ___________________________
A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your obligations under VAWA.

**Protections for Victims**
You cannot refuse to rent to an applicant solely because he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

**Permissible Evictions**
You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an actual and imminent (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

**Removing the Abuser from the Household**
You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants’ rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

**Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**
If a tenant asserts VAWA’s protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim’s statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-5382. This form is available at the housing authority or online at https://portal.hud.gov/hudportal/documents/huddoc?id=5382.docx.

- A statement from a victim service provider, attorney, mental health professional, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.

- A police or court record, such as a protective order, or administrative record.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

**Confidentiality**
You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser.
- Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

**VAWA and Other Laws**

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

**Additional Information**

- If you have any questions regarding VAWA, please contact Dakota County CDA Housing Assistance Department staff at 651-675-4400.

**Definitions**

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- 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

VAWA defines *dating violence* as 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:

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

VAWA defines *sexual assault* as “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)).

VAWA defines *stalking* as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.
STATE OF MINNESOTA
COUNTY OF DAKOTA

Brandt Boys being duly sworn as an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

Dakota County Tribune

with the known office of issue being located in the county of:

Dakota County

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §311A.02;

(B) This Public Notice was prepared and published in said newspaper(s) once each week, for 3 successive weeks; the first insertion being on 01/03/2020 and the last insertion being on 01/03/2020.

MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.613 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.633, subd. 1, clause (i) or (j). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises are located, the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By, [Signature]

Designated Agent

Subscribed and sworn to or affirmed before me on 01/03/2020 by Brandt Boys.

[Seal]

Notary Public

Mortgage Foreclosure Notice:

Date: January 3, 2020

Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space:
$25.00 per column inch

AD ID: 1009946
AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA
COUNTY OF DAKOTA

Tonya Orbeck being duly sworn on an oath, states or affirms that he/she is the Publisher’s Designated Agent of the newspaper(s) known as:

Dakota County Tribune

with the known office of issue being located in the county of:

DAKOTA

with additional circulation in the counties of:

DAKOTA

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 01/17/2020 and the last insertion being on 01/17/2020.

MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper’s known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper’s circulation is in the latter county.

By: [Signature]
Designated Agent

Subscribed and sworn to or affirmed before me on 01/17/2020 by Tonya Orbeck.

[Signature]
Notary Public

ERICA MARIE WILSON
NOTARY PUBLIC-MINNESOTA
Not commissioned until Jan. 31, 2021

Rate Information:

(1) Lowest classified rate paid by commercial users for comparable space:

$10 per column inch

Ad ID 1011923
March 17, 2020

To: Dakota County CDA Board of Commissioners

From: Anna Judge, Director of Property Management
      Lisa Hohenstein, Director of Housing Choice Voucher Program

Re: Public Comments on CDA 2020 Annual PHA Plan

In addition to mailing postcards to all households that participate in the Housing Choice Voucher and Public Housing programs, the CDA advertised the public comment period in the Dakota County Tribune and on its website, held meetings for public housing residents (one at Collen Loney Manor and the other at the CDA’s office), and solicited feedback from cities where the CDA has public housing units located within them.

The following comments were received and responded to through the public comment period for the CDA’s 2020 Annual Public Housing Agency Plan.

Public Housing resident / City comments were as follows:

- The CDA received the following comments from its Public Housing residents. Residents were solicited for their comments/feedback. They could either attend one of the meetings staff held or were able to provide comments through emails, voicemails, or written correspondence to CDA staff.

<table>
<thead>
<tr>
<th>Comment received via email:</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>I am a resident in Rosemount at the Public Housing Townhomes. I am submitting my suggestions for updates.</td>
<td>Staff will look into these requests and their financial feasibility under the Public Housing program.</td>
</tr>
</tbody>
</table>
  - I would like to see all updated closet doors.
  - Being a single mom that leaves EARLY in the morning, I would suggest putting in garage door openers. (safety concern)
  - More visitor parking spots are greatly needed. (for the townhomes behind the CAP building)
  - Possibly updated the bathroom and the “storage” room within the bathroom. Make the bathroom bigger, the “storage” area smaller. |
Comments received at the February 11, 2020 Colleen Loney Manor meeting included the following:

- Change machine requested on-site for laundry and vending.
- Plowing. Can’t get down to pavement. Snow covers the parking lines and the space #s
- TV is too small for large events like the Super Bowl party.
- Free Wi-Fi throughout the building
- Power door operator for third floor patio
- Better exterior rear entry lighting (first floor).

Staff will determine the wants vs. the financial feasibility of requests, and will address with the buildings residents as a whole.

The power door operator request on the 3rd floor patio is already an item under contract and will be completed in the current fiscal year using operating funds.

There were no attendees at the meeting offered at the CDA office.

Other comments received at the 2/11/20 meeting were regarding volume and level of inspections or lease related. Staff will take these suggestions under consideration and update residents as necessary.

The CDA received comments from the City of Burnsville. They conducted their annual inspection of our Public Housing sites on February 14, 2020. At that time, they observed no violations except one vehicle with expired tabs, which staff will follow up on.

### Housing Choice Voucher recipient comments were as follows:

<table>
<thead>
<tr>
<th>Comment</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Want to ensure that policies are consistently applied within the property. Additional comments regarding lease requirements for CDA owned property.</td>
<td>Referred to Property Management staff to address concerns.</td>
</tr>
<tr>
<td>Requested explanation of rent calc. Additional comments regarding lease requirements for CDA owned property.</td>
<td>Overview of rent calculation sent to HCV participant. Referred to Property Management staff to address additional concerns.</td>
</tr>
<tr>
<td>Confused about the postcard and need to come to the meeting.</td>
<td>Explained postcard and how to review plan and make comments. Confirmed-not required to attend the meeting.</td>
</tr>
<tr>
<td>Requested a copy of plan mailed for review. No access to internet.</td>
<td>Explained that a copy is available at the CDA for review as well as a computer, to access on-line.</td>
</tr>
</tbody>
</table>
Approval Of Record Of Disbursements – February 2020

Meeting Date: 3/17/2020
Department: Finance
Prepared By: Chris Meyer
Contact: Ken Bauer
Contact Phone: 651-675-4450

Fiscal/FTE Impact:
- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE(s) requested
- Other:

PURPOSE/ACTION REQUESTED
- Approval of Record of Disbursements for February 2020.

SUMMARY
In February 2020, the Dakota County Community Development Agency (CDA) had $3,983,797.95 in disbursements and $419,325.47 in payroll expenses. Attachment A provides the breakdown of disbursements. Additional detail is available from the Finance department.

RECOMMENDATION
Staff recommends approval of the Record of Disbursements for February 2020.

EXPLANATION OF FISCAL/FTE IMPACT
These disbursements are included in the Fiscal Year Ending June 30, 2020 budget.
Resolution No. 20-XXXX

Approval of Record Of Disbursements – February 2020

BE IT RESOLVED, by the Dakota County Community Development Agency Board of Commissioners, That the February 2020 Record of Disbursements is approved as written.

---

Executive Director’s Comments:
- ✔ Recommend Action
- - Item Type-Consent
- - Item Type-Discussion
- - Item Type-Informational

Strategic Plan Priorities:
- - Focused Housing Programs
- - Collaboration
- - Development/Redevelopment
- - Financial Sustainability
- ✔ Operational Effectiveness

Executive Director: [Signature]
Department Director: [Signature]
### Dakota County CDA

**Record of Disbursements**

**For the month of February 2020**

<table>
<thead>
<tr>
<th>Common Bond Fund</th>
<th>Date</th>
<th>Amount</th>
<th>Total</th>
</tr>
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<tr>
<td></td>
<td>02/20/20</td>
<td>$92,813.99</td>
<td>$92,813.99</td>
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<table>
<thead>
<tr>
<th>Disbursing</th>
<th>Date</th>
<th>Amount</th>
<th>Total</th>
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<tr>
<td></td>
<td>02/01/20</td>
<td>$70,463.00</td>
<td>$70,463.00</td>
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<tr>
<td></td>
<td>02/06/20</td>
<td>$422,076.31</td>
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<tr>
<td></td>
<td>02/12/20</td>
<td>$13,512.15</td>
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<tr>
<td></td>
<td>02/13/20</td>
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<td>$451,089.26</td>
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<tr>
<td></td>
<td>02/20/20</td>
<td>$792,351.89</td>
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<tr>
<td></td>
<td>02/27/20</td>
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<td></td>
<td></td>
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<td>$2,097,306.53</td>
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<table>
<thead>
<tr>
<th>Housing Assistance</th>
<th>Date</th>
<th>Amount</th>
<th>Total</th>
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</thead>
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<tr>
<td></td>
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<td>$1,744,832.43</td>
<td>$1,744,832.43</td>
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<tr>
<td></td>
<td>02/12/20</td>
<td>$48,845.00</td>
<td>$48,845.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$1,793,677.43</td>
</tr>
</tbody>
</table>

**Total Disbursements**

|          |         |           | $3,983,797.95 |

<table>
<thead>
<tr>
<th>February 2020 Payroll</th>
<th>Date</th>
<th>Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>02/14/20</td>
<td>$208,662.74</td>
<td>$208,662.74</td>
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<tr>
<td></td>
<td>02/28/20</td>
<td>$210,662.73</td>
<td>$210,662.73</td>
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</tbody>
</table>

**Total Payroll**

|          |         |           | $419,325.47 |

________________________________________________________________________

Chairperson

Disbursement detail is available in the Finance Office
Award Elevator Maintenance Contract To Suburban Elevator Of Minnesota For Routine Maintenance And Repair Of Elevators In CDA Properties

Meeting Date: 3/17/2020
Department: Property Management
Prepared By: Anna Judge
Contact: Anna Judge
Contact Phone: 651-675-4501

Fiscal/FTE Impact:
☒ None
☒ Amount included in current budget
☐ Budget amendment requested
☐ FTE included in current complement
☐ New FTE(s) requested
☒ Other: Contract amount will be included in future budgets.

PURPOSE/ACTION REQUESTED
• Award Elevator Maintenance Contract to Suburban Elevator of Minnesota.

SUMMARY
This three-year contract is for the routine maintenance and repairs of elevators in CDA properties (28 senior buildings, Colleen Loney Manor, Lincoln Place and the CDA office building). The bid requirements called for monthly maintenance costs, as well as, hourly labor rates for repairs.

The solicitation of bids was done in accordance with public bidding requirements. Public notice was published in the Dakota County Tribune (Attachment A) and posted on the CDA’s website. On March 3, 2020, a bid opening was held at the CDA office. A total of nine bid packages were sent out to contractors and three bids were received, all of which were deemed responsive. Suburban Elevator of Minnesota was the low responsive bidder with a three-year total rate of $150,811. The bid tabulation is Attachment B.

The bids were evaluated using both the monthly maintenance costs and the hourly labor rates for repairs. Annually the CDA spends approximately $15,000 in repairs in addition to the maintenance contract.

Operating funds from each property are included in the current budget for this work and will be included in future budgets.

RECOMMENDATION
Staff recommends awarding this contract to Suburban Elevator of Minnesota. They are an established and experienced firm in the local market.

EXPLANATION OF FISCAL/FTE IMPACT
Operating funds are allocated from each building’s budget to pay for these services and will be included in future budgets.
Resolution No. 20-XXXX

Award Elevator Maintenance Contract To Suburban Elevator Of Minnesota For Routine Maintenance And Repair Of Elevators In CDA Properties

WHEREAS, the Dakota County Community Development Agency accepted bids for the necessary routine maintenance and repair of elevators in CDA apartment building properties and the CDA office building; and

WHEREAS, Suburban Elevator of Minnesota is the low responsive bidder with a three-year contract total of $150,811; and

WHEREAS, the bidding was done in conformance with State law for bidding; and

WHEREAS, funds are allocated from the operating budgets of each of the properties for this work.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the three-year elevator maintenance and repair contract for CDA properties be awarded to Suburban Elevator of Minnesota.
AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA
COUNTY OF DAKOTA

Brandi Botts being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

Dakota County Tribune

with the known office of issue being located in the county of:

DAKOTA

with additional circulation in the counties of:

DAKOTA

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 02/07/2020 and the last insertion being on 02/14/2020.

MORTGAGE FORECLOSURE NOTICES
Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: ____________________________
Designated Agent

Subscribed and sworn to or affirmed before me on 02/14/2020 by Brandi Botts.

______________________________
Notary Public

Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space:
$27.40 per column inch

Ad ID 1019275
ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received from qualified vendors for the Elevator Contract Services for our CDA senior housing, youth supportive housing, and the CDA office building. Bids will be received by the Office of the Director of Property Management at the Dakota County Community Development Agency, 1228 Town Centre Drive, Eagan, MN 55123 until 10:00 AM on March 3, 2020.

At the time (above), the sealed bids will be publicly opened and read aloud. Bids received after this time and date will be rejected. No telephone bids or fax bids will be accepted. Bids shall be on the forms provided for that purpose and according to the bid documents as prepared by the Dakota County CDA, or its representative. A bid tabulation or other bid result will be furnished to those that bid the project. Project specifications, bid forms, contractor's qualification statement have been issued and shall be used to be a qualified bid. Sealed bids shall be addressed to:

Dakota County CDA
1228 Town Centre Drive
Eagan, MN 55123
Attn: Vince Markell/Elevator Contract Services

The project manual is now available.

Bid security in the amount of 5% of the bid must accompany each bid in accordance with the Instruction to Bidders. There are Davis-Bacon prevailing wage components with this contract.

The CDA hereby notifies all bidders that in regard to any Contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (D.B.E.) will be afforded full opportunity to submit bids and / or proposals and will not be subjected to discrimination on the basis of race, color, sex, age, religion, or national origin.

The Dakota County CDA reserves the right to reject any and all bids, to waive irregularities and informalities therein and to award the Contract in the best interest of the Dakota County CDA.

For bid documents, contact:
Vince Markell, Facilities Contract Manager
Dakota County Community Development Agency
vmarkell@dakotacda.state.mn.us
651-675-4507

Published in the Dakota County Tribune
February 7, 14, 2020
1018275
## Elevator Bid Tabulation

Public Bid Opening Held 3/3/20 @ 10:00 a.m.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>All City</td>
<td>$54,960</td>
<td>$56,609</td>
<td>$58,307</td>
<td>$169,876</td>
</tr>
<tr>
<td>Schumacher Elevator Co</td>
<td>$59,508</td>
<td>$61,293</td>
<td>$63,132</td>
<td>$183,933</td>
</tr>
<tr>
<td>Suburban Elevator</td>
<td>$48,792</td>
<td>$50,256</td>
<td>$51,763</td>
<td>$150,811</td>
</tr>
</tbody>
</table>
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY
REQUEST FOR BOARD ACTION

Award Contract For Exterior Renovation A O'Leary Manor (Eagan) Senior Housing Development

Meeting Date: 3/17/2020
Department: Housing Development
Prepared By: Troy Blakestad
Contact: Kari Gill
Contact Phone: 651-675-4477

Fiscal/FTE Impact:
□ None
☒ Amount included in current budget
□ Budget amendment requested
□ FTE included in current complement
□ New FTE(s) requested
☐ Other: Carryforward to FYE21 recommended

PURPOSE/ACTION REQUESTED
• Authorize Deputy Executive Director to execute a contract for exterior renovation.
• Authorize change order authority.

SUMMARY
This contract is for the exterior renovation of O'Leary Manor senior housing development in Eagan. The renovation will include: replacing the existing asphalt roof, replacing the standing seam roof with asphalt shingles, installing new windows and replacing the siding.

On March 2, 2020 at 2 p.m. a public bid opening was conducted at the Dakota County CDA office for this project. Eight contractors were solicited to bid on the project in addition to being publicly advertised (Attachment A) and posted on the CDA website. There were six contractors that showed interest by attending a site walk-through. Three contractors attended the bid opening, but one could not submit his bid because he didn’t receive his bid bond prior to the bid opening. CNC Construction, LLC was the low bidder on the project; the bid tabulation is Attachment B.

The contract price with alternates #1 and #3 selected is $515,175. Alternate #1 is to remove the standing seam metal roof and replace with asphalt shingles. Alternate #3 is to use the Diamond Kote finish, this a factory finish on the siding that provides for a 30-year warranty and improves the ease of installation with little to no fasteners exposed.

The solicitation of bids was done in accordance with public bidding requirements, the low bid is reasonable in cost and the contractor has successfully completed similar projects for the CDA in the past. It is expected that the project would begin by May and completed by November 2020.

RECOMMENDATION
Staff recommends that the Deputy Executive Director be authorized to enter into a contract with CNC Construction, LLC in the amount of $515,175. In a project of this size, it is possible there may be change orders that would result in minor changes to the project. To deal with these change orders more efficiently, while avoiding delays in construction, staff recommends that the Deputy Executive Director be authorized to approve change orders up to the amount of $36,062 (this is 7% of the contract amount).

EXPLANATION OF FISCAL/FTE IMPACT
Funds are available for this project from the approved current fiscal year budget and the resolution reflects automatic carryover of these funds to FYE21 to complete the project. The low bid was less than the budget estimate for the project.
Resolution No. 20-XXXX

Award Contract For Exterior Renovation A O’Leary Manor (Eagan) Senior Housing Development

WHEREAS, formal bids were received on March 2, 2020 for the Exterior Renovation project at O’Leary Manor Senior Housing Development in Eagan; and

WHEREAS, CNC Construction, LLC submitted a low responsive bid of $515,175 when Alternates #1 and #3 are selected; and

WHEREAS, CNC Construction, LLC meets the bidder qualifications in the bid specifications; and

WHEREAS, the contractor is being recommended on both low bid results and their prior experience on similar projects with the CDA; and

WHEREAS, funds to complete this project are included in the FYE20 Common Bond Fund budget.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the Deputy Executive Director be authorized to sign a construction contract on behalf of the Dakota County CDA with low bidder, CNC Construction LLC, in an amount of $515,175; and

BE IT FURTHER RESOLVED, that the Deputy Executive Director be authorized to approve change orders in an amount not to exceed $36,062; and

BE IT FURTHER RESOLVED, that funds from FYE20 are approved to be carried over to FYE21 to complete this project.

Executive Director’s Comments:
☒ Recommend Action
☐ Do Not Recommend Action
☐ Reviewed-No Recommendation
☐ Reviewed-Information Only
☐ Submitted at Commissioner Request

Item Type-Consent
☒ Item Type-Discussion
☐ Item Type-Informational

Strategic Plan Priorities:
☒ Focused Housing Programs
☐ Collaboration
☐ Development/Redevelopment
☐ Financial Sustainability
☐ Operational Effectiveness

Executive Director
Kari R. Hill
Department Director
AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA    ss
COUNTY OF DAKOTA

Brandi Botts being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

Dakota County Tribune

with the known office of issue being located in the county of:

DAKOTA

with additional circulation in the counties of:

DAKOTA

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 02/07/2020 and the last insertion being on 02/14/2020.

MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By:  

Designated Agent

Subscribed and sworn to or affirmed before me on 02/14/2020 by Brandi Botts.

By:  

Notary Public

Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space:
$27.40 per column inch

Ad ID 1019085
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA) EAGAN, MN 55123 PUBLIC NOTICE ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the Director of Housing Finance & Development, Dakota County CDA, until 2:00 p.m. Monday, March 2, 2020 at the office of Dakota County Community Development Agency, 1228 Town Centre Drive, Eagan, MN 55123; at which time they will be publicly opened and read aloud for the furnishing of all labor and materials for the Exterior Renovation Project at O’Leary Manor Senior Housing, 1220 Town Centre Drive, Eagan MN 55122.

Bids received after this time and date will be rejected. No telephone, email or fax bids will be accepted. Bids shall be on the forms provided for this purpose and according to the Bidding Documents prepared by Dakota County CDA. Bids shall be directed to the Project Manager, securely sealed and endorsed upon the outside wrapper, with the Project Title and Bid Due Date. Bids will be opened publicly and read aloud. A bid tabulation will be furnished to the Bidders. Bids shall be addressed to:

O’Leary Manor: Exterior Renovation Project-Public Bid c/o Dakota County CDA, 1228 Town Centre Drive, Eagan, MN 55123 Attn: Troy Blakestad

Interested bidders can contact Troy Blakestad @ 651-675-4475 of the Dakota County CDA to obtain bid documents and receive more information regarding this project.

There will be a mandatory project walk through at O’Leary Manor on February 14, 2020 at 10:00 a.m. Attendance of this walkthrough is required; failure to attend will result in a disqualified bid.

This Project will be subject to Minnesota Statutes 2014, section 16C.286 (the Responsible Contractor’s Act) and therefore require a Verification of Compliance form included with the bid.

Bid security in the amount of 5% of the bid must accompany each bid in accordance with the Instruction to Bidders. Any bid not including a bid security will be considered disqualified. Only a bond issued by a Surety, cashier's check or certified check will be accepted. Payment and Performance Bonds will also be required of the awarded party. Prevaling wages will also be required on this project. Wage Determinations will be provided with the bid materials.

The CDA hereby notifies all bidders that in regard to any Contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (D.M.E.) will be afforded full opportunity to submit bids and / or proposals and will not be subjected to discrimination on the basis of race, color, sex, age, religion, or national origin.

The Dakota County CDA reserves the right to reject any and all bids, to waive irregularities and inconsistencies therein and to award the Contract in the best interest of the CDA.

Troy Blakestad, Capital Projects Manager, Dakota County CDA

Published in the Dakota County Tribune
February 6, 13, 2020
1019095
<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDENDA 1</th>
<th>BID BOND</th>
<th>BASE BID</th>
<th>ALT. #1 Removal of Standing Seam Roof</th>
<th>ALT. #2 In-Line Windows</th>
<th>ALT. #3 DiamondKote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardinal Exteriors</td>
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<td>X</td>
<td>737,010.00</td>
<td>5,287.00</td>
<td>78,222.00</td>
<td>24,341.00</td>
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<tr>
<td>CNC Construction, LLC</td>
<td>X</td>
<td>X</td>
<td>484,915.00</td>
<td>4,625.00</td>
<td>73,160.00</td>
<td>25,775.00</td>
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</table>
Award Contract For The Attic Dry System Replacement At Cahill Commons (Inver Grove Heights) And Village Commons (Mendota Heights) Senior Housing Developments

Meeting Date: 3/17/2020
Department: Housing Development
Prepared By: Bob Rosenthal
Contact: Kari Gill
Contact Phone: 651-675-4477

Fiscal/FTE Impact:
- [ ] None
- [X] Amount included in current budget
- [ ] Budget amendment requested
- [ ] FTE included in current complement
- [ ] New FTE(s) requested
- [ ] Other:

PURPOSE/ACTION REQUESTED
- Authorize Deputy Executive Director to execute a contract with Escape Fire Protection.
- Authorize change order authority.

SUMMARY
This contract is for the replacement for the attic sprinkler dry systems at Cahill Commons in Inver Grove Heights and Village Commons in Mendota Heights, two developments in the CDA’s senior housing portfolio. At both locations, the current piping is rusting and developing pin holes which can allow air to leak out of the line. The pipe needs to be replaced before water gets in the dry system causing the attic sprinklers to activate.

On March 3, 2020 at 10 a.m., a public bid opening was held at the CDA office building for this joint project. Seven contractors were solicited to bid on the project in addition to being publicly advertised (Attachment A) and posted on the CDA website. As a result of all solicitations, two potential bidders attended the required pre-bid walk. Two bids were received. Escape Fire Protection was the low responsive bidder on the project with a bid of $234,000. The bid tabulation is Attachment B.

The solicitation of bids was done in accordance with public bidding requirements; the low bid is reasonable in cost and the contractor has successfully completed similar projects in the past for the CDA. It is expected the project would begin in March 2020.

RECOMMENDATION
Staff recommends that the Deputy Executive Director be authorized to enter into a contract with Escape Fire Protection in the amount of $234,000. In a project of this size, it is possible there may be change orders that would result in minor changes to the project. To deal with these change orders more efficiently, while avoiding delays in construction, staff is recommending that the Deputy Executive Director be authorized to approve change orders up to the amount of $23,400 (this is 10% of the contract amount).

EXPLANATION OF FISCAL/FTE IMPACT
Funds are available for this project from the approved current fiscal year budget. The low bid was less than the budget estimate for the project.
Resolution No. 20-XXXX

Award Contract For The Attic Dry System Replacement At Cahill Commons (Inver Grove Heights) And Village Commons (Mendota Heights) Senior Housing Developments

WHEREAS, formal bids were received on March 3, 2020 at the Dakota County Community Development Agency (CDA) for replacement of the dry sprinkler system in the attic at Cahill Commons in Inver Grove Heights and Village Commons in Mendota Heights; both CDA owned senior housing developments; and

WHEREAS, Escape Fire Protection submitted a low responsive bid of $234,000; and

WHEREAS, Escape Fire Protection meets the bidder qualification in the bid specifications; and

WHEREAS, the contractor is being recommended on both low bid results and their prior experience on similar projects with the CDA; and

WHEREAS, funds to complete these projects are included in the FYE20 Common Bond Fund budget.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, that the Deputy Executive Director be authorized to sign a contract for the project with the lowest responsible bidder, Escape Fire Protection in an amount of $234,000; and

BE IT FURTHER RESOLVED that the Deputy Executive Director be authorized to execute change orders not to exceed $23,400.

Executive Director’s Comments:
- Recommend Action
- Item Type-Consent
- Do Not Recommend Action
- Item Type-Discussion
- Reviewed-No Recommendation
- Item Type-Informational
- Reviewed-Information Only
- Submitted at Commissioner Request

Strategic Plan Priorities:
- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness

Executive Director

Department Director

- 177 -
AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA
COUNTY OF DAKOTA

Brandi Botts being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

Dakota County Tribune

with the known office of issue being located in the county of:

DAKOTA

with additional circulation in the counties of:

DAKOTA

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 02/07/2020 and the last insertion being on 02/14/2020.

MORTGAGE FORECLOSURE NOTICES
Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: 

Designated Agent

Subscribed and sworn to or affirmed before me on 02/14/2020 by Brandi Botts.

Notary Public

Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space:
$27.40 per column inch

Ad ID 1019537
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA)  
EAGAN, MN 55123  
PUBLIC NOTICE  
ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the Office of the Director of Housing Development, Dakota County CDA, Minnesota until 10:00 AM, Tuesday, March 3, 2020, at the office of Dakota County Community Development Agency, 1228 Town Centre Drive, Eagan, MN 55123, at which time they will be publicly opened and read aloud for the furnishing of all labor and materials for the Attic Dry System Replacement Projects at Cahill Commons & Village Commons Senior Apartments located at 5840 Cahill Avenue, Inver Grove Heights, and 702 Linden St. Mendota Heights, MN.

Bids received after this time and date will be rejected. No telephone bids, fax bids, or emailed bids will be accepted. Bids shall be on the forms provided for that purpose and according to the Bidding Documents prepared by Dakota County CDA. Bids will be opened publicly and read aloud. A bid tabulation or other bid result will be furnished to the Bidders. Bids shall be addressed to: Bob Rosenthal, Dakota County CDA, 1228 Town Centre Drive, Eagan, MN 55123.

A mandatory pre-bid walk-through is scheduled for Tuesday, February 18, 2020 at 12:30 PM and is required of all bidders. Bidders are to meet at the parking lot at Village Commons Senior Apartments located at 702 Linden St. Mendota Heights, MN at 12:30 PM on Tuesday, February 18, 2020. The pre-bid walk-through is mandatory and only those bidders who attend will have their bids considered at bid opening. Bidders must confirm their intent to attend the walk-through by contacting the Project Manager, Bob Rosenthal at Dakota County CDA, 651-975-4453 no later than 3:00 PM Monday, February 17, 2020. Failure of a bidder to attend the walk-thru immediately subjects his/her bid to disqualification.

Specifications and bid documents for this project will not be available until the walk-thru on Tuesday, February 18, 2020. Important note: this is a prevailing wage project, and a bid bond is required to be submitted with all bids.

Bid security in the amount of 5% of the bid must accompany each bid. Each bid shall be accompanied by a certified check or cashier's check in the amount of 5% of total bid. Bids shall be directed to the Project Manager, securely sealed and endorsed on the outside wrapper, with the Project Address and Bid Due Date.

The CDA hereby notifies all bidders that in regard to any Contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (D.B.E.) will be afforded full opportunity to submit bids and / or proposals and will not be subjected to discrimination on the basis of race, color, sex, age, religion, or national origin. The Dakota County CDA reserves the right to reject any and all bids, to waive irregularities and informalities therein and to award the Contract in the best interest of the CDA.

Bob Rosenthal,  
Capital Projects Manager,  
Dakota County Community Development Agency  
Published in the  
Dakota County Tribune  
February 7, 2020  
1019537
**PROJECT TITLE:** Attic Dry System Replacement at Cahill & Village Commons  
**PROJECT ADDRESS:** Inver Grove Heights & Mendota Heights, MN

Bid Close: Tuesday, March 3, 2020 at 10:00 a.m.

<table>
<thead>
<tr>
<th>RIDDER</th>
<th>ADDENDA 0</th>
<th>BID BOND</th>
<th>BASE BID</th>
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<tr>
<td>Viking Automatic Sprinkler</td>
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<tr>
<td>Escape Fire</td>
<td>X</td>
<td></td>
<td>234,000.00</td>
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DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY  
REQUEST FOR BOARD ACTION

Award Contract For The Unit Flooring Replacement Project At Park Ridge Place (Burnsville) and Crossroads Commons (Lakeville) Senior Housing Developments

Meeting Date: 3/17/2020  
Department: Housing Development  
Prepared By: Nick Sisterman  
Contact: Kari Gill  
Contact Phone: 651-675-4477

Fiscal/FTE Impact:  
☐ None  
☒ Amount included in current budget  
☐ Budget amendment requested  
☐ FTE included in current complement  
☐ New FTE(s) requested  
☐ Other:

PURPOSE/ACTION REQUESTED
• Authorize Deputy Executive Director to execute a contract with Value Plus Flooring, Inc.  
• Authorize change order authority.

SUMMARY
This contract is for the occupied unit flooring replacement at Park Ridge Place in Burnsville and Crossroads Commons in Lakeville, two developments in the Dakota County Community Development Agency (CDA) senior housing portfolio.  The current CDA policy for senior housing to be eligible for unit flooring replacements is every 10 years. Since these are all occupied units, the residents have the option to forgo having their flooring replaced. If the resident elects not to have the flooring replaced at this time, it is done at the time of unit turnover.

On February 28, 2020 at 10 a.m., a public bid opening was held at the CDA office for these projects. Local contractors were solicited and invited to bid in addition to public advertising (Attachment A) and posting on the CDA’s website. Three interested bidders attended the walk-through meeting on February 14, 2020 and three bids were received. Value Plus Flooring, Inc. was the low, responsive bidder with a bid of $138,639.93. The bid tabulation is Attachment B. Galaxie Floor Stores bid was non-responsive for failure to submit a verification of compliance with its bid documents.

The solicitation of bids was done in accordance with public bidding requirements. The low bid is reasonable in cost and the contractor has completed similar projects for the CDA in the past.

RECOMMENDATION
Staff recommends that the Deputy Executive Director be authorized to enter into a contract with Value Plus Flooring, Inc. in the amount of $138,639.93. In a project this size, it is possible there may be change orders that would result in minor changes to the project. To deal with these change orders more efficiently, staff recommends that the Deputy Executive Director be authorized to approve change orders up to the amount of $6,932 (5% of the contract amount).

EXPLANATION OF FISCAL/FTE IMPACT
Funds are available for this project from the approved current fiscal year budget. The low bid was less than the budget estimate for the project.
Resolution No. 20-XXXX

Award Contract For The Unit Flooring Replacement Project At Park Ridge Place (Burnsville) and Crossroads Commons (Lakeville) Senior Housing Developments

WHEREAS, the Dakota County Community Development Agency accepted bids on February 28, 2020 for the unit flooring replacement at the CDA owned senior buildings of Park Ridge Place and Crossroads Commons; and

WHEREAS, Value Plus Flooring, Inc. was the lowest responsive bidder with a bid total of $138,639.93; and

WHEREAS, Value Plus Flooring, Inc. meets the bidder qualifications in the bid specifications; and

WHEREAS, the contractor is being recommended on both low bid results and their prior experience on similar projects; and

WHEREAS, funds to complete these projects are included in the FYE20 Common Bond Fund budget.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the Deputy Executive Director is authorized to sign a contract with Value Plus Flooring, Inc. in the amount of $138,639.93; and

BE IT FURTHER RESOLVED, That the Deputy Executive Director be authorized to execute change orders not to exceed $6,932.

Executive Director’s Comments:

- Recommend Action
- Item Type-Consent
- Do Not Recommend Action
- Item Type-Discussion
- Reviewed-No Recommendation
- Item Type-Informational
- Reviewed-Information Only
- Submitted at Commissioner Request
- Strategic Plan Priorities:
  - Focused Housing Programs
  - Collaboration
  - Development/Redevelopment
  - Financial Sustainability
  - Operational Effectiveness

[Signatures]

Executive Director

Department Director
AFFIDAVIT OF PUBLICATION
STATE OF MINNESOTA ss
COUNTY OF DAKOTA

Brandi Botts being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

Dakota County Tribune

with the known office of issue being located in the county of:

DAKOTA

with additional circulation in the counties of:

DAKOTA

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 2 successive week(s); the first insertion being on 01/31/2020 and the last insertion being on 02/07/2020.

MORTGAGE FORECLOSURE NOTICES
Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By:  

Designated Agent

Subscribed and sworn to or affirmed before me on 02/07/2020 by Brandi Botts.

Notarized by:

DARLENE MARIE MACPHERSON
Notary Public

Rate Information:
(1) Lowest classified rate paid by commercial users for comparable space: $27.40 per column inch

Ad ID 1018403
DAKOTA COUNTY COMMUNITY
DEVELOPMENT AGENCY (CDA)
EAGAN, MN 55123
PUBLIC NOTICE
ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the Office of the Director of Housing Finance & Development, Dakota County CDA, Minnesota until 10:00 AM, Friday, February 28, 2020 at the office of Dakota County Community Development Agency, 1228 Town Centre Drive, Eagan, MN 55123, at which time they will be publicly opened and read aloud for the furnishing of all labor and materials for a Unit Flooring Replacement project for Park Ridge Place and Crossroads Commons; senior housing apartment buildings in Dakota County.

Bids received after this time and date will be rejected. No telephone bids or fax bids will be accepted. Bids shall be on the forms provided for that purpose and according to the bidding documents prepared by Dakota County CDA. This project will be subject to Minnesota Statutes 2016, section 16C.285 (the Responsible Contractor's Act) and therefore require a verification of compliance form included with the bid. Bids will be opened publicly and read aloud. A bid tabulation will be furnished to the Bidders. Bids shall be addressed to:

Unit Flooring Replacement Project-Public Bid

c/o Dakota County CDA, 1228 Town Centre Drive, Eagan, MN 55123
Attn: Nick Sisterman

Bid security in the amount of 5% of the bid must accompany each bid in accordance with the Instructions to Bidders. Bids shall be directed to the capital projects administrator, securely sealed and endorsed upon the outside wrapper, with the project title and bid due date. Any bid not including a bid security will be considered disqualified. Payment and performance bonds will also be required of the awardee party. Only a bond issued by a surety, cashier's check or certified check will be accepted.

A mandatory pre-bid walk through is scheduled Friday, February 14, 2020 at 9:00 AM and is required of all bidders. Prospective bidders must meet at the front entrance to Crossroads Commons for unit measuring no later than 9:00 AM. Walk through will continue at Park Ridge Place after all unit types in Crossroads have been measured. Only those bidders who attend will have their bids considered at bid opening. Bidders must confirm their intent to attend the walk through by contacting the project manager, Nick Sisterman at Dakota County CDA, 651-675-4480 no later than 7:00 AM Friday, February 14, 2020. Failure of a bidder to attend the walk through immediately subjects his/her bid to disqualification.

The CDA hereby notifies all bidders that in regard to any contract entered into pursuant to this advertisement. Disadvantaged Business Enterprises (D.B.E) will be afforded full opportunity to submit bids and/or proposals and will not be subjected to discrimination on the basis of race, color, sex, age, religion, or national origin.

The Dakota County CDA reserves the right to reject any and all bids, to waive irregularities and informalities therein and to award the contract in the best interest of the CDA.

Nick Sisterman, Capital Projects Administrator, Dakota County CDA

Published in the Dakota County Tribune
January 30, February 7, 2020
1018403
## BIDDER LIST & BID TABULATIONS

**Public Bid Opening Date & Time:** Friday, February 28, 2020, 10:00 am

**Project:** Unit Flooring Replacement Project

**Project Address:** Crossroads Commons, Park Ridge Place

<table>
<thead>
<tr>
<th>Company Name</th>
<th>BASE BID</th>
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<tr>
<td>Continental Flooring Co.</td>
<td>$195,275.00</td>
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**BID SECURITY ✓**

**VERIFICATION OF COMPLIANCE ✓**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Plus Flooring Inc</td>
<td>$138,639.93</td>
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**BID SECURITY ✓**

**VERIFICATION OF COMPLIANCE ✓**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Galaxie Floor Stores</td>
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**BID SECURITY ✓**

**VERIFICATION OF COMPLIANCE ✓**
Authorize The Declaration Of Official Intent To Reimburse Certain Expenditures Made Prior To The Issuance Of Bonds For A Multifamily Housing Development

Meeting Date: 3/17/2020
Department: Community & Economic Development
Prepared By: Kathy Kugel
Contact: Lisa Alson
Contact Phone: 651-675-4467

Fiscal/FTE Impact:
- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE(s) requested
- Other:

PURPOSE/ACTION REQUESTED
- Authorize the Declaration of Official Intent to reimburse certain expenditures made prior to the issuance of bonds for a multifamily housing development.

SUMMARY
The Dakota County CDA owns a site located on the north end of Robert Street South between Annapolis Street East and Haskell Street East in West St. Paul and has submitted an application for a proposed multifamily development to the City of West St. Paul. Assuming the City approvals are secured along with the financing, the CDA anticipates construction to commence in summer 2020. This multifamily housing development will be the 10th building in the Phase III of the Dakota County CDA Capital Improvement Plan (CIP). The financing plan for Phase III CIP developments includes the issuance of bonds.

Internal Revenue Service (IRS) regulations require the CDA to make a declaration of its official intent to reimburse itself from bond proceeds for expenditures made prior to the bond closing date. Since the CDA will likely begin construction in advance of the bond closing, the attached resolution is required in order for soft costs (architectural, survey, geotechnical, application, legal and financing fees) and hard construction costs to be funded from bond proceeds.

RECOMMENDATION
In order to comply with IRS regulations, the attached resolution authorizing the declaration of the CDA’s intent to reimburse itself for qualified expenditures that occurred prior to the issuance of the bonds, is recommended for approval.

EXPLANATION OF FISCAL/FTE IMPACT
Development funds for soft costs for this project were included in FYE20.
Resolution No. 20-XXXX

Authorize The Declaration Of Official Intent To Reimburse Certain Expenditures Made Prior To The Issuance Of Bonds For A Multifamily Housing Development

BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners as follows:

1. Recitals.
   a. The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of obligations, all or a portion of the proceeds of which are to be used to reimburse the Dakota County Community Development Agency (CDA) for project expenditures made by the CDA prior to the date of issuance.

   b. The Regulations generally require that the CDA make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing no later than 60 days after payment of such expenditure, that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within 18 months of the payment of the expenditure or, if longer, within 18 months of the date the project is placed in service, but in no event more than three years after the date the original expenditure was paid and that the expenditure must either be a capital expenditure, or a cost of issuance of the obligation.

   c. The Regulations do not require a Declaration in order to reimburse from bond proceeds the following expenditures: (i) costs of issuance of a bond; (ii) an amount to be reimbursed not exceeding the lesser of $100,000 or 5 percent of the proceeds of the bond issue; and (iii) preliminary expenditures (including architectural, engineering, surveying, soil testing and similar costs) up to an amount not in excess of 20 percent of the aggregate issue price of the issue(s) reasonably expected to finance the project for which the preliminary expenditures have been incurred.

2. Declaration. The CDA desires to comply with requirements of the Regulations with respect to the following capital project (the “Project”) in order to preserve the option of the CDA to finance costs of the Project with tax-exempt obligations:

   a. The acquisition of one or more parcels of land within Dakota County and the development by the CDA of a multifamily rental housing facility as a part of the CDA’s ongoing Common Bond program and the construction of a multifamily housing facility (the “Project”). The maximum amount of debt to be issued for the Project is $12,000,000, plus costs of issuance, capitalized interest and reserves. The CDA reasonably expects to reimburse all or a portion of the expenditures made for costs of the Project out of the proceeds of an obligation, as defined in the Regulations.

3. Budgetary Matters. As of the date hereof, there are no CDA funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project. This resolution, therefore, is determined to be consistent with the CDA’s budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Executive Director’s Comments:
- Recommend Action
- Do Not Recommend Action
- Reviewed-No Recommendation
- Reviewed-Information Only
- Submitted at Commissioner Request

Strategic Plan Priorities:
- Item Type-Consent
- Item Type-Discussion
- Item Type-Informational
- Focused Housing Programs
- Collaboration
- Development/Redevelopment
- Financial Sustainability
- Operational Effectiveness
Approval Of 2020 Investment In GREATER MSP

Meeting Date: 3/17/2020
Department: Community & Economic Development
Prepared By: Lisa Alfson
Contact: Lisa Alfson
Contact Phone: 651-675-4467

Fiscal/FTE Impact:

☐ None
☒ Amount included in current budget
☐ Budget amendment requested
☐ FTE included in current complement
☐ New FTE(s) requested
☐ Other:

PURPOSE/ACTION REQUESTED
• Approve financial investment to GREATER MSP for 2020.

SUMMARY
GREATER MSP is a public-private partnership whose mission is to stimulate economic growth and prosperity in the Minneapolis – St. Paul region. GREATER MSP provides vision, strategy, resources and staff support to governments and organizations involved with job creation, regional marketing, business recruitment and retention, and talent/workforce attraction.

GREATER MSP assists with the implementation of several economic development strategic initiatives outlined in the Dakota County Economic Development Strategy. Through participating in GREATER MSP, the strategic initiatives of 1) creating prospect response capacity (i.e. working with site selectors) and 2) undertaking development-related resource and policy capacity (i.e. MSP Dashboard, Make.It.MSP workforce research efforts, etc.) are being advanced.

Dakota County CDA, on behalf of Dakota County, has been an investor in GREATER MSP since 2011. As part of our investment, the CDA is provided one seat on the GREATER MSP Board (as approved by the GREATER MSP Board). Commissioner Gaylord represents Dakota County on the GREATER MSP Board.

In addition to the CDA, the cities of Apple Valley, Eagan and Rosemount are investors in GREATER MSP. Other investor counties include: Anoka, Carver, Chisago, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright.

Peter Frosch, GREATER MSP CEO, attended the February CDA Board meeting and provided an update on the progress of GREATER MSP has made in the past year and what is expected in 2020.

RECOMMENDATION
Staff recommends continued investment of $100,000 in GREATER MSP for 2020. This investment amount is designated for counties with populations between 350,000 to 500,000.

EXPLANATION OF FISCAL/FTE IMPACT
The FYE20 Operating Budget includes $100,000 from the CDA levy to pay the 2020 GREATER MSP investor contribution.
Resolution No. 20-XXXX

Approval Of 2020 investment In GREATER MSP

WHEREAS, the Itasca Project conducted a study in 2010 demonstrating the need for a regional economic development organization to develop and implement a coordinated regional economic development strategy; and

WHEREAS, the Minneapolis St. Paul Regional Economic Development Partnership (GREATER MSP) was created through a public-private partnership to stimulate economic growth and prosperity in the region to coordinate site selector processes for the metropolitan area; market, brand, and promote the region; and conduct research to inform a regional economic development strategy; and

WHEREAS, the Dakota County CDA has been granted Economic Development Authority powers by the State Legislature and the Dakota County Board of Commissioners; and

WHEREAS, the Dakota County CDA Board of Commissioners approved participation in GREATER MSP and a financial investment of $100,000 annually since 2011; and

WHEREAS, GREATER MSP has developed strong private sector partners, resulting in approximately 80 percent of the investment originating from the private sector; and

WHEREAS, GREATER MSP has developed and continues to refine a regional economic development strategy to increase the number of jobs in the region, has developed organizational capacity, established global partnerships, represented the region at trade shows throughout the United States and globally, and implemented an award-winning marketing campaign for the region.

NOW, THEREFORE, BE IT RESOLVED by the Dakota County Community Development Agency Board of Commissioners, That the 2020 investment of $100,000 in GREATER MSP is approved.
Approval Of The Formation Of A Limited Liability Company For The Purpose Of Constructing Housing For Extremely Low Income Seniors With A Preference For Veterans

Fiscal/FTE Impact:
- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE(s) requested
- Other:

PURPOSE/ACTION REQUESTED
- Approve the formation of a limited liability company to construct and own an affordable housing development for extremely low-income seniors with a preference for Veterans.

SUMMARY
The Dakota County Community Development Agency (CDA) owns property in Eagan, Minnesota, with the intention of constructing and managing a development for extremely low-income seniors and providing a preference for veterans. CDA staff requests approval to create a limited liability company, whose sole member is the Dakota County Community Development Agency, to facilitate the financing applications necessary to construct such a development. The organizational documents for the proposed limited liability company are attached in draft form.

RECOMMENDATION
CDA staff recommend the formation of a limited liability company to further the feasibility of constructing an affordable housing development for extremely low-income seniors.

EXPLANATION OF FISCAL/FTE IMPACT
The LLC would be a disregarded entity for accounting and tax purposes, so any expenditures or revenue for the LLC will be included within the CDA’s budget.
Resolution No. 20-XXXX

Approval Of The Formation Of A Limited Liability Company For The Purpose Of Constructing Housing For Extremely Low Income Seniors With A Preference For Veterans

WHEREAS, the Dakota County Community Development Agency (the “CDA”) is authorized under Minnesota Statutes, Section 469.012, Subd. 2j, to become a member in a limited liability company for the purpose of undertaking housing projects and housing development projects; and

WHEREAS, limited liability companies and other entities created by the CDA pursuant to Section 469.012, Subd. 2j, are subject to the provisions of Minnesota laws applicable to housing and redevelopment authorities as if they were housing and redevelopment authorities; and

WHEREAS, the CDA desires to proposes to create a limited liability company in which it will be the sole member for the purpose of constructing and owning an affordable housing development for extremely low-income seniors, with a preference for veterans, located in Eagan, Minnesota (the “Project”); and

WHEREAS, it is in the best interest of the CDA that it establishes the LLC pursuant to Minnesota Statutes, including, without limitation, Section 469.012, Subd. 2j, in which it will be the sole member, to undertake the housing development project.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Dakota County Community Development Agency as follows:

1. There is hereby authorized the formation of a limited liability company to be known as the DCCDA Eagan ELI LLC (the “LLC”) pursuant to Minnesota Statutes, Section 469.012, Subd. 2j and Chapter 322B, for the purpose of constructing and owning the Project.

2. The Articles of Organization of the LLC, which will be filed with the Minnesota Secretary of State in substantially the form attached, are adopted and approved; and when and as received from the Minnesota Secretary of State, the original Articles of Organization and the Certificate of Organization for the LLC shall be inserted in the LLC’s minute book and made a permanent part of its records;

3. The Executive Director of the CDA is authorized and directed to execute and deliver on behalf of the CDA all documents necessary or convenient in order to establish the LLC, including, without limitation:
   a. a Contribution Agreement, pursuant to which the CDA agrees to purchase the sole membership interest in the LLC for $100.00; and
   b. an Operating Agreement in substantially the form attached, which is adopted as the Operating Agreement of the LLC.
   c. The certified original of the Operating Agreement shall be inserted in the LLC’s minute book and made a permanent part of its records.

4. The CDA, as the sole member of the LLC, is authorized to pay all charges and expenses arising out of the organization of the LLC and to reimburse any persons who have made any disbursements therefore, consistent with the policies and procedures of the CDA.

5. The initial fiscal year of the LLC shall end June 30, 2020; thereafter the LLC’s fiscal year shall begin the first day of July and shall end on the last day of June;

6. The CDA’s Finance Director or his designee is authorized to open an account or accounts in the name of the LLC, and to execute such documents or certificates necessary or convenient in order to open such account; and that each of the persons named in the master certificate of authority for the CDA and its subsidiaries are authorized and empowered to sign checks and other orders for withdrawals of funds and to take such other actions as are in accordance with such certificate;

7. The LLC shall be managed by a Board of Governors subject to ratification of the Board of Governor’s actions by the Board of Commissioners.
8. Tony Schertler, in his capacity as Executive Director of the CDA, is authorized to exercise the functions of the president of the LLC, subject to specific authorization of certain of such functions to specific persons by resolution adopted by the CDA, as the sole member.

9. As long as the sole member of the LLC is the CDA, the LLC is and shall be subject to the provisions of Minnesota Statutes, Sections 469.001 to 469.047, and other laws that apply to housing and redevelopment authorities, as if the LLC were a housing and redevelopment authority, in accordance with Minnesota Statutes, Section 469.102, Subd. 2j.

10. All actions taken by staff of and counsel to the CDA to create the LLC in accordance with the laws of the State of Minnesota are hereby ratified and confirmed.
ARTICLES OF ORGANIZATION
OF
DCCDA EAGAN ELI LLC

The undersigned organizer, being a natural person 18 years of age or older, in order to form a limited liability company under Chapter 322C of the Minnesota Statutes, hereby adopts the following Articles of Organization:

ARTICLE I
NAME

The name of this Company is DCCDA EAGAN ELI LLC.

ARTICLE II
REGISTERED OFFICE

The registered office of the Company is located at 1228 Town Centre Drive, Eagan, Minnesota 55123-1066.

ARTICLE III
ORGANIZER

The name and address of the organizer of this Company is as follows:

Tony Schertler, Executive Director
Dakota County Community Development Agency
1228 Town Centre Drive
Eagan, MN 55123-1066

ARTICLE IV
PURPOSE

The Company is formed for the object and purpose of; and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing. The Company shall be operated in a manner that supports the governmental purposes of its Member. Notwithstanding any other law, rule or agreement to the contrary, these purposes shall override any duty that the Member or the Company's governors, if any, or managers may otherwise have to operate the Company for the financial benefit of any individual or entity, including the Member.
ARTICLE V
LIMITATION ON DISTRIBUTIONS

The Company may not pay dividends, make distributions or pay other pecuniary remuneration, directly or indirectly, to its members, other than to members that are non-profit organizations or subdivisions, units or agencies of the United States or a state or local government.

ARTICLE VI
NO CUMULATIVE VOTING

No member of this Company shall have any cumulative voting rights.

ARTICLE VII
ACTIONS BY SOLE MEMBER

Any action otherwise required or permitted to be taken at a meeting of the Board of Governors may be taken by the sole member of the Company.

IN WITNESS WHEREOF, I have executed these Articles of Organization this _____ day of March, 2020.

________________________________________
Tony Schertler
CONTRIBUTION AGREEMENT

March __, 2020

TO:  DCCDA EAGAN ELI LLC

The undersigned hereby subscribes for and proposes to purchase a one hundred percent (100%) membership interest in DCCDA Eagan ELI LLC (the “Company”). In consideration of the Company’s acceptance of this Contribution Agreement and the reflection of such contribution upon the records of the Company, the undersigned shall pay to the Company the contribution of One Hundred Dollars ($100.00) in cash.

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY,
Member

By:  ________________________________
    Executive Director
OPERATING AGREEMENT
OF
DCCDA EAGAN ELI LLC
THE INTERESTS REFERRED TO IN THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 OR ANY OTHER SECURITIES LAWS, STATE OR FEDERAL, AND SUCH INTERESTS MAY NOT BE TRANSFERRED WITHOUT APPROPRIATE REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS.

OPERATING AGREEMENT
OF
DCCDA EAGAN ELI LLC

This Operating Agreement (this “Agreement”) of DCCDA Eagan ELI LLC, a Minnesota limited liability company (the “Company”), is entered into by and between Dakota County Community Development Agency (the “Sole Member”) and the Company effective as of _________________, 2020. The Sole Member hereby agrees as follows:

1. Name. The name of the limited liability company is DCCDA Eagan ELI LLC.

2. Formation. The Company was formed by the filing of the articles of organization with the Secretary of State of the State of Minnesota on _________________, 2020.

3. Purpose. The Company was formed for the object and purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Revised Act. The Company shall be operated in a manner that supports the public purposes of the sole member. Notwithstanding any other law, rule or agreement to the contrary, the member agrees that these purposes shall override any duty that the member or the Company’s governors may otherwise have to operate the Company for the financial benefit of any individual or entity, including the member(s). As long as the sole member of the Company is the Dakota County Community Development Agency, the Company is and shall be subject to the provisions of Minnesota Statutes, Sections 469.001 to 469.047, and other Minnesota laws that apply to housing and redevelopment authorities as if the Company were a housing and redevelopment authority, in accordance with Minnesota Statutes § 469.102, subd. 2.

4. Operating Agreement. Subject only to Section 322C.0110, Subd. 2 and Subd. 3 of the Minnesota Revised Uniform Limited Liability Company Act (Minn. Stat. §§ 322C.0101 et. seq.) (the “Revised Act”), the Sole Member intends that this Agreement govern all aspects of the Company’s business, activities and affairs. Notwithstanding Section 322C.0102, Subd. 17 of the Revised Act, the Sole Member acknowledges and agrees that this Agreement shall be the Company’s sole operating agreement for purposes of the Revised Act, in each case as hereafter amended from time to time pursuant to Section 27, including any exhibits to this Agreement, and at no time shall any operating agreement be created by oral or implied means. The Sole Member intends that, during the entire term of this Agreement, the provisions of this Agreement shall supersede any provisions of the Revised Act, as they now exist or as may be subsequently amended or restated, that are inconsistent or conflict with the provisions of this Agreement to the maximum extent permitted by law.
5. **Powers.** In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company will have all of the powers specifically granted by the Revised Act and all other powers necessary or convenient to its business and purposes.

6. **Principal Place of Business.** The principal business office of the Company will be located at 1228 Town Centre Drive, Eagan, Minnesota 55123-1066 or such location as may hereafter be determined by the Board.

7. **Registered Office and Registered Agent.** The location of the registered office and the name of the registered agent (if any) of the Company in the State of Minnesota are stated in the Company’s articles of organization. The registered office and registered agent of the Company in the State of Minnesota may be changed, from time to time, by the Board.

8. **Members.** The name and the mailing address of the Sole Member are set forth beneath the Sole Member’s signature.

9. **Capital Contributions; Interest in the Company.** The Sole Member has been admitted as a member of the Company. The Sole Member’s capital contribution is set forth on Schedule 1 attached hereto.

10. **Interest in the Company; Units.**

   (a) The Sole Member owns 100% of the issued and outstanding ownership interest (the “Interest”) in the Company. For purposes of this Agreement the Sole Member’s Interest includes all of the Sole Member’s rights and interests in the Company in the Sole Member’s capacity as a member of the Company, all as provided in the articles of organization, this Agreement and the Revised Act, including the Sole Member’s interest in the capital, distributions, income, gain, deductions, losses, and credits of the Company. Unless otherwise expressly separated, the Sole Member’s Interest includes 100% of the transferable interest under the Revised Act.

   (b) The Interest in the Company shall be apportioned into 100 units (each a “Unit” and collectively the “Units”), which represent a proportionate interest in the Interest, and therefore represent a proportionate interest in the rights and interests in the Company including a proportionate interest in the capital, distributions, income, gain, deductions, losses, and credits of the Company. Unless otherwise determined by the Board, the Units will be uncertificated.

   (c) The Units represented by this Agreement, as amended, supplemented or otherwise modified from time to time, are “securities” governed by Article 8 of the Uniform Commercial Code as in effect from time to time in Minnesota.

11. **Additional Contributions.** The Sole Member is not required to make any additional capital contributions to the Company. However, subject to approval by the Board, the Sole Member may make additional capital contributions to the Company provided that such contributions are recorded in writing deposited in the Company’s books and records.

12. **Allocation of Profits and Losses.** 100% of the Company’s profits and losses will be allocated to the Sole Member.
13. **Distributions.** 100% of the distributions will be made to the Sole Member at the times and in the aggregate amounts determined by the Board. Notwithstanding any provision to the contrary contained in this Agreement, the Company will not and the Board shall not cause the Company to make a distribution to the Sole Member on account of such member’s Interest in the Company if such distribution would violate the Revised Act or other applicable law.

14. **Member Voting.** Notwithstanding Section 322C.0407, Subd. 2(2) of the Revised Act, in all matters on which a vote of members is required or otherwise provided for, each member will vote in proportion to the amount of Interests of the Company owned by such member.

15. **Management by the Board of Governors.** Subject to the requirement that the Board of Commissioners ratify actions of the Board of Governors as set forth in Section 15(f) below, the business, activities and affairs of the Company shall be managed by and under the direction of the board of governors (the “Board”) and, except as expressly set forth in this Agreement, all matters relating to the activities of the Company shall be decided by the Board. The Company shall be a “board-managed limited liability company” as that term is defined in Section 322C.0102, Subd. 4 of the Revised Act. The Board shall be composed of natural persons (each a “Governor”) who shall be appointed in accordance with the provisions of Section 15(a).

(a) **Board Composition; Term, Removal, Resignation, Vacancies, Election.**

(i) **Composition.** There shall be three (3) Governors, provided that authorized number of Governors may be increased or decreased by the Board. Each Governor shall be an employee of the Sole Member (or an affiliate of the Sole Member) or a member of the Sole Member’s Board of Directors. The Governors of the Company shall be the Executive Director of the Sole Member, the ______________ of the Sole Member, and the __________________________ of the Sole Member, or any other officer or employee of the Sole Member as designated by the Board of Directors of the Sole Member or designated by the Governors of the Company in accordance with the Articles. The Board may prescribe additional qualifications for Governors.

(ii) **Term.** Each Governor shall serve for an indefinite term, except that if a Governor is no longer an employee of the Sole Member or an affiliate of the Sole Member or a member of the Sole Member’s Board of Directors, that Governor’s term shall expire automatically. A Governor shall hold office until his/her successor is elected and has qualified or until the earlier death, resignation, removal or disqualification of the Governor.

(iii) **Vacancies.** Vacancies on the Board resulting from the death, resignation, removal or disqualification of a Governor shall be filled by the person who holds the position of Executive Director, ______________ or ______________, as applicable, or if within thirty (30) days no individual fills that position, the vacancy shall be filled by affirmative vote of a majority of the remaining Governors, even though less than a quorum, until the position is filled. Vacancies on the Board resulting from newly-created governorships shall be filled by the Sole Member. Each person elected to fill a vacancy shall hold office until a qualified successor is elected.
at any meeting duly called for that purpose. The existence of vacancies does not affect the power of the Board to function if at least one Governor remains in office.

(iv) **Election; Appointment of Governors.** Except for appointments to fill vacancies pursuant to Section 15(a)(iii) above, Governors may be appointed at any time and, when appointed, shall be appointed in writing by the Sole Member.

(v) **Removal.** A Governor may be removed at any time, without cause and without advance notice, by the Sole Member.

(b) **Board Meetings.**

(i) **Generally.** The Board shall meet at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by means of remote communication (as more fully set forth in Section 15(b)(vii) of this Agreement), at the offices of the Company or at such other place (either within or outside the State of Minnesota) as may be determined from time to time by the Board. Written notice of each meeting of the Board shall be given to each Governor at least ten days prior to each such meeting. The purpose of the meeting need not be stated. If the day or date, time, and place of a Board meeting has been provided in a Board resolution, or announced at a previous meeting of the Board, no notice is required. Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

(ii) **Special Meetings.** Special meetings of the Board shall be held on the call of any Governor upon at least three days’ advance written notice (if the meeting is to be held in person) or one day advance written notice (if the meeting is to be held by telephone communications or video conference) to the Governors, or upon such shorter notice as may be approved by all the Governors. The purpose of the meeting need not be stated. Any Governor may waive such notice as to himself or herself.

(iii) **Method of Notice.** Notice may be: (1) mailed to the Governor at an address designated by the Governor or at the last known address of the Governor; (2) deposited with a nationally recognized overnight delivery service for overnight delivery or, if overnight delivery to the Governor is not available, for delivery as promptly as practicable to the Governor at an address designated by the Governor or at the last known address of the Governor; (3) communicated to the Governor orally; (4) handed to the Governor; (5) given by facsimile communication, electronic mail, or any other form of electronic communication (each Governor, by accepting his or her governorship, is hereby deemed to have consented to receive notice by such means); or (6) by any other means determined by the Sole Member.

(iv) **Time of Notice.** Notice is deemed given if by: (1) mail, when deposited in the United States mail with sufficient postage affixed; (2) deposit for delivery, when deposited for delivery with delivery charges prepaid or otherwise provided for by the sender; (3) facsimile communication, when directed to a telephone number at which the Governor has consented in a record to receive notice; (4) electronic mail, when directed to an electronic mail address at which the Governor has consented in a record to receive notice;
notice; and (5) any other form of electronic communication by which the Governor has consented in a record to receive notice, when directed to the Governor.

(v) **Attendance and Waiver of Notice.** A Governor may waive notice of a meeting of the Board. A waiver of notice by a Governor entitled to notice is effective whether given before, at, or after the meeting, and whether given in a record, orally, or by attendance. Attendance by a Governor at a meeting is a waiver of notice of that meeting, except where the Governor objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate in the meeting after the objection.

(vi) **Quorum.** A majority of the Governors serving on the Board shall constitute a quorum for the transaction of business of the Board. If a quorum is not present at any meeting of the Board, then the Governors present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. If a quorum is present when a duly called or held meeting is convened, the Governors present may continue to transact business until adjournment, even though the withdrawal of a number of the Governors originally present leaves less than the proportion or number otherwise required for a quorum.

(vii) **Electronic Meetings; Participation; Proxies.** Any Board meeting may be conducted solely by one or more means of remote communication through which all of the Governors may participate with each other during the meeting (including by means of telephone, video conference, web conference or other communications device that permits all Governors participating in the meeting to hear each other), if the number of Governors participating in the meeting would be sufficient to constitute a quorum. Participation in a meeting by that means constitutes presence in person at the meeting. A Governor may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by applicable law.

(c) **Binding Act.** Each Governor shall have one vote on all matters submitted to the Board or any committee thereof. The Board shall take action by the affirmative vote of a majority of the Governors present at any duly held meeting.

(d) **Action By Written Consent.** An action required or permitted to be taken at a Board meeting may be taken by written action signed (including approval by electronic communications) by the number of Governors that would be required to take the same action at a meeting of the Board at which all Governors were present. The written action is effective when signed by the required number of Governors, unless a different effective time (which may be before or after the time when the minimum number of signatures is received) is provided in the written action. When written action is taken by less than all Governors, all Governors must be notified promptly (either orally, in writing or by electronic communication) of its text and effective date. Failure to provide the notice does not invalidate the written action. A Governor who does not sign or consent or approve by electronic communication the written action has no liability for the action or actions taken by the written action.
(e) **Compensation; No Employment.**

(i) Each Governor shall be reimbursed for his or her reasonable out-of-pocket expenses incurred in the performance of his duties as a Governor, pursuant to such policies as from time to time established by the Board. Nothing contained in this Section 15(e) shall be construed to preclude any Governor from serving the Company in any other capacity and receiving reasonable compensation for such services.

(ii) This Agreement does not, and is not intended to, confer upon any Governor any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Governor.

(f) **Ratification.** Any action by the Board, whether by meeting or by written action, shall not be effective until it is ratified by the Board of Commissioners of the Sole Member.

16. **Committees.**

(a) **Establishment.** The Board may, by resolution, designate one or more committees, each of which shall be comprised of at least 2 persons, one of whom must be a Governor unless otherwise approved in writing by the Sole Member; provided, that in no event may the Board designate any committee with all of the authority of the Board. Subject to the immediately preceding proviso, any such committee, to the extent provided in the resolution forming such committee, shall have and may exercise the authority of the Board, subject to the limitations set forth in Section 16(b). The Board may dissolve any committee or remove any member of a committee at any time.

(b) **Limitation of Authority.** No committee of the Board shall have the authority of the Board in reference to:

(i) authorizing or making distributions to the members;

(ii) authorizing the issuance of Interests;

(iii) approving a plan of merger, exchange or conversion or domestication to another domicile or sale of the Company;

(iv) filling vacancies in the Board; or

(v) altering or repealing any resolution of the Board that by its terms provides that it shall not be so amendable or repealable.

17. **Officers.**

(a) **Board Approval.** The Board may appoint individual persons as Officers of the Company as it deems necessary or desirable to carry on the business of the Company and the Board may delegate to such Officers such power and authority as the Board deems advisable, provided that the appointment of Officers must be ratified by the Board of Commissioners of the Sole Member. No Officer need be a member or Governor. Any individual may hold two or more
offices of the Company. Each Officer shall hold office until his or her successor is designated by
the Board or until his or her earlier death, resignation or removal. Any Officer may resign at any
time upon written notice to the Board. Any Officer may be removed by the Board (acting by
majority vote of all Governors other than the Officer being considered for removal, if applicable)
with or without cause at any time. A vacancy in any office occurring because of death, resignation,
removal or otherwise, may, but need not, be filled by the Board. As used in this Agreement
“Officer” means an individual person designated as such by the Board, with the responsibilities
and duties specified or delegated by the Board, including the offices set forth in this Section 17.

(b) Chairman. If the Board designates a person as “chairman” that person shall
serve as the chairman of the Board unless otherwise determined by the Sole Member. The
Chairman shall preside at Board meetings and member meetings. The Chairman shall also be an
ex officio member of each Board committee unless otherwise determined by the Board or the Sole
Member.

(c) Chief Executive Officer. If the Board designates a person as “chief
manager,” “president,” “chief executive officer,” “CEO,” or another title of similar import, that
person shall, unless otherwise specified by the Board (i) serve as an agent of the Company at the
will of the Board, without prejudice to any rights the person may have under a contract with the
Company; (ii) have general active management of the business of the Company, subject to the
supervision and control of the Board; (iii) see that all orders and resolutions of the Board are carried
into effect; (iv) sign and deliver in the name of the Company any deeds, mortgages, bonds,
contracts, or other instruments pertaining to the business of the Company, except in cases in which
the authority to sign and deliver is required by law to be exercised by another person or is expressly
delegated by the Board to some other Officer or agent of the Company; (v) maintain records of
and, whenever necessary, certify all proceedings of the Governors and the members; and (vi)
perform other duties prescribed by the Board.

(d) Chief Financial Officer. If the Board designates a person as “treasurer,”
“chief financial officer,” “CFO,” or another title of similar import, that person shall, unless
otherwise specified by the Board (i) serve as an agent of the Company at the will of the Board,
without prejudice to any rights the person may have under a contract with the Company; (ii) keep
or oversee the keeping of accurate financial records for the Company; (iii) deposit or oversee the
deposit of all money, drafts, and checks in the name of and to the credit of the Company in the
banks and depositories designated or permitted by the Board; (iv) endorse or oversee the
endorsement for deposit all notes, checks, and drafts received by the Company as ordered by the
Board or delegated as permitted by the Board, making proper vouchers for them when necessary;
(v) disburse or oversee the disbursement of Company funds and issue or oversee the issuance of
checks and drafts in the name of the Company, as ordered by the Board; (vi) give to the Chief
Executive Officer and the Board, whenever requested, an account of all transactions by the Chief
Financial Officer and of the financial condition of the Company; and (vii) perform other duties
prescribed by the Board or by the Chief Executive Officer.

(e) Secretary. The Secretary shall be Secretary of and attend all meetings of
the members and Governors and may record the proceedings of such meetings in the minute book
of the Company, and whenever necessary certify such proceedings. The Secretary shall give
proper notice of meetings of members and Governors and shall perform such other duties as may be prescribed by the Chief Executive Officer.

(f) **Vice President.** Each Vice President shall have such powers and shall perform such duties as may be prescribed by the Chief Executive Officer.

(g) **Delegation.** Unless prohibited by the Board, an Officer may, without the approval of the Board, delegate some or all of the duties and powers of an office to other persons. An Officer who delegates the duties or powers of an office is subject to the standard of conduct for an Officer stated in this Agreement with respect to: (1) the act of delegation; and (2) the supervision of persons to whom those duties and powers are so delegated.

(h) **No Employment Rights.** This Agreement does not, and is not intended to, confer upon any member or any Officer any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any member or any Officer. Nothing contained in this Section 17(h) shall be construed to preclude any Governor from serving the Company in any other capacity and receiving reasonable compensation for such services.

(i) **Initial Officers.** The following individuals shall hold the office set forth next to their name until such Officer’s resignation, removal or death:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tony Schertler</td>
<td>President</td>
</tr>
<tr>
<td></td>
<td>Secretary/Vice President</td>
</tr>
<tr>
<td></td>
<td>Treasurer/Vice President</td>
</tr>
</tbody>
</table>

18. **Elimination of Fiduciary Duties of the Sole Member, Governors and Officers.** Except as otherwise set forth in this Agreement, in performing his hers its rights and obligations as a Governor, Officer or the Sole Member, such person shall have no fiduciary duties to the Company and such duties are hereby eliminated to the fullest extent permitted by the Revised Act, including, but not limited to, the duties specified in Section 322C.0409, Subd. 8 of the Revised Act. Notwithstanding the foregoing, any such elimination of the duty of care shall not extend to or authorize any intentional misconduct or a knowing violation of law. In furtherance of the foregoing and to the extent not eliminated by the foregoing or as may not be eliminated pursuant to the Revised Act:

(a) **Duty of Care of Governors and Officers.** Subject to the business judgment rule, the duty of care of a Governor or an Officer in the conduct of the Company’s activities is to act with the care that a person in a like position would reasonably exercise under similar circumstances and in a manner the Governor or Officer reasonably believes to be in the best interests of the Company. In discharging this duty, the Governor or Officer may rely in good faith on opinions, reports, statements, or other information provided by another person that the Governor or Officer reasonably believes is a competent and reliable source for the information.
(b) **Duty of Loyalty.** The Sole Member formed the Company and entered into this Agreement with the full knowledge and awareness that each Governor is an employee of the Sole Member or an affiliate of the Sole Member (and therefore has a significant financial or otherwise conflicting interest in the Sole Member or such affiliate) and may also be a governor, director, manager, officer or other legal representative of the Sole Member or one or more affiliates of the Sole Member. Knowing this, and notwithstanding anything to the contrary in Section 322C.0409 of the Revised Act, the Sole Member acknowledges and agrees that it entered into this Agreement without any expectation that any Governor would be required to exclusively consider the interests of the Company in any matter. The Sole Member further acknowledges and agrees that, when voting or taking any other action, each Governor is free to consider the interests of the Sole Member or one or more of its Affiliates without considering whether such vote or other action serves the interests or is in the best interest of the Company. Accordingly, when the Board causes the Company to take any action, each Governor shall be entitled to consider only such interests and factors as such Governor desires, including the Governor’s own interests, and each such Governor shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company. Whenever in this Agreement any Governor is permitted or required to make a decision in “good faith,” such Governor shall act under this express standard and shall not be subject to any other or different standard imposed by this Agreement (other than for purposes of Section 20(a)) or any other applicable law.

(c) **Elimination of Certain Fiduciary Duties Not Manifestly Unreasonable.**

THE SOLE MEMBER WAS ADVISED BY COUNSEL IN ENTERING INTO THIS AGREEMENT AND IS FULLY APPRISED AND AWARE OF ALL IMPLICATIONS AND CONSEQUENCES OF ENTERING INTO THIS AGREEMENT. THE SOLE MEMBER AGREES THAT THIS SECTION 18 IS NOT MANIFESTLY UNREASONABLE.

19. **No Personal Liability.** Except as otherwise provided by applicable law or as expressly set forth in this Agreement, the debts, obligations, or other liabilities of the Company, whether arising in contract, tort or otherwise (a) are solely the debts, obligations or other liabilities of the Company, and (b) do not become the debts, obligations or other liabilities of a Governor, an Officer or the Sole Member solely by reason of such Governor, Officer or the Sole Member acting as a governor, officer or member of a limited liability company; provided, however, that any repeal of this provision or the Revised Act as a matter of law or any modification of this Section 19 shall be prospective only, and shall not adversely affect any limitation on the personal liability of any Governor, Officer or the Sole Member existing at the time of such repeal or modification.

20. **Indemnification; Covered Persons; Limitation of Liability.**

(a) **Conduct of Covered Persons.** A person entitled to indemnification under Section 322C.0408 of the Revised Act (a “Covered Person”) shall be deemed to have acted in “good faith” within the meaning of the Revised Act if such person acted in reliance upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, income or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following persons or groups: (i) the Sole Member (if applicable); (ii) one or more Officers or employees of the
Company; (iii) any attorney, independent accountant, appraiser or other expert or professional
employed or engaged by or on behalf of the Company; or (iv) any other person selected in good
faith by or on behalf of the Company, in each case as to matters that such relying person reasonably
believes to be within such other person’s professional or expert competence.

(b) **Right to Indemnification and Advancement; Limitations.** The Company
shall indemnify and advance expenses to the Governors, the Officers and other Covered Persons
acting in their “official capacity” (as defined in Section 322C.0408 of the Revised Act) with respect
to “proceedings” (as defined in Section 322C.0408 of the Revised Act) to the fullest extent required
by Section 322C.0408 of the Revised Act for actions thereafter, and in furtherance of the
foregoing, in accordance with Section 322C.0110, Subd. 7 of the Revised Act, no Governor or
Officer will be liable to the Company or the Sole Member for any loss, damage, liability, or
expense on account of any action taken or omitted to be taken by such person as a Governor or
Officer other than for: (i) a breach of the duty of loyalty in contravention of this Agreement; (ii) a
financial benefit received by the Governor or Officer to which the Governor or Officer is not
entitled; (iii) a breach of a duty under Section 322C.0406 of the Revised Act; (iv) an intentional
infliction of harm on the Company or the Sole Member; or (v) an intentional violation of criminal
law. If the Revised Act is hereafter amended to authorize the further elimination or limitation of
the liability of a Governor or Officer then, without requiring any action by the Sole Member, the
liability of each Governor and Officer shall be further limited to the fullest extent permitted by the
amended Revised Act. Any repeal of this provision as a matter of law or any modification of this
subpart by the Sole Member shall be prospective only, and shall not adversely affect any limitation
on the personal liability of any Governor or Officer existing at the time of such repeal or
modification.

(c) **Additional Limitation on Indemnification.** The Company shall not be
required to indemnify a Covered Person or advance expenses in connection with a proceeding (or
part thereof) covered by Section 322C.0408 of the Revised Act if such proceeding (or part thereof)
was commenced by such Covered Person.

21. **Reimbursement of Sole Member’s Expenses.** Except to the extent otherwise
provided for herein, and except for items generally constituting a member’s overhead, the
Company will pay all costs and expenses associated with the Company’s business, and will
reimburse the Sole Member for the actual costs incurred for goods, materials, and services used
by or for the Company.

22. **Execution of Documents Filed with Minnesota.** Any Officer authorized by the
Board is authorized to execute and file with the Minnesota Secretary of State any document
permitted or required by the Revised Act. Such documents may be executed and filed only after
the Board and/or the Sole Member (to the extent required by this Agreement or the Revised Act)
has approved or consented to such action in the manner provided herein.

23. **Transfers.** Subject to the advance written consent of the Board, a member may
transfer in whole or in part such member’s Interest. If the Sole Member transfers any part of its
Interest in the Company pursuant to this Section 23, the transferee will be admitted to the Company
upon its execution of an instrument signifying its agreement to be bound by the terms and
conditions of this Agreement. Unless and until this Agreement is amended in writing to
accommodate multiple members (which amendment shall be approved by the Board and executed by the Sole Member), any such transferee acknowledges that this Agreement generally contemplates only one member and it will be interpreted in the manner and as determined by the Sole Member in its sole discretion. If the Sole Member transfers all (but not less than all) of its interest in the Company, the transferee will be admitted to the Company effective immediately prior to the transfer, and, immediately following such admission, the Sole Member will cease to be a member of the Company and this Agreement will be deemed to be the Company’s operating agreement with respect to the transferee unless and until such transferee adopts a replacement operating agreement or otherwise amends or modifies this Agreement.

24. **Dissolution.** Notwithstanding Section 322C.0701 of the Revised Act, the Company will be dissolved upon the first to occur of the following events: (a) upon the approval of the Sole Member (or the approval of the members holding a majority of the Interests if there are more than one), (b) upon the approval of the Board; or (c) upon the entry of a judicial decree permitted under Section 322C.0701 of the Revised Act. To the full extent permitted by applicable law, the foregoing events which cause dissolution of the Company shall be the exclusive events which cause the dissolution of the Company. In the event of dissolution, the Company will be wound up and terminated in accordance with Section 322C.0702 of the Revised Act.

25. **Separability of Provisions.** Each provision of this Agreement will be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

26. **Entire Agreement.** This Agreement constitutes the entire agreement of the member(s) with respect to the subject matter hereof and supersedes all prior agreements with respect to each member’s Interest in the Company. The heirs, executors, administrators, legal or personal representatives, successors and/or assigns of each member shall be bound by this Agreement and shall be obligated to take any further action necessary or proper to fulfillment hereof.

27. **Amendments.** Any amendment to this Agreement will be adopted and be effective as an amendment hereto if it is approved in writing by the Sole Member (or all of the members if there are more than one).

28. **Notices.** Any notice to be given or to be served by a member upon the Company in connection with this Agreement must be in writing and will be deemed to have been given when delivered personally or mailed to the Company at its registered office or its principal executive office or to the Sole Member. Notice to a member will be deemed to have been given when (a) delivered personally to the member or (b) deposited in the United States mail, postage prepaid and addressed to a member at the address specified in Section 8 hereof. At any time, by giving five days’ prior written notice to the Company, a member may designate another address in substitution of the foregoing address as the address to which notice is to be given.
29. **Governing Law.** This Agreement will be governed by, and construed under, the laws of the State of Minnesota (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

30. **Seal.** This Company will have no seal.

31. **Member Loans to the Company.** In order to meet the financial needs of the Company, the Company may borrow, from time to time, such amounts as the Sole Member of the Company is willing to lend and the Company may require, as determined by the Board. Such amounts will be repaid by the Company on demand, or as determined by the Board, and bear interest at a rate per annum to be agreed upon by the Sole Member and the Company. Subject to the contrary determination of the Board, the Officers are authorized, empowered and directed to execute and deliver to the lending members promissory notes containing terms consistent with this Agreement and to perform, execute and deliver such other documents or acts as the Officers determine appropriate in connection with the foregoing.

32. **MHFA Provision.** Notwithstanding anything to the contrary contained herein, the following provisions shall control for so long as the Minnesota Housing Finance Agency (“MHFA”) holds a mortgage on the property described in Exhibit A attached hereto and incorporated herein and the multifamily development constructed thereon (the “Property”):

   (a) The Company’s sole function shall be the ownership and operation of the multifamily development constructed on the Property.

   (b) The Company is authorized to execute and deliver a mortgage note and mortgage and/or an assumption agreement and amendment to loan documents or similar agreement if the Company is assuming existing debt, to MHFA relating to the Property, and is also authorized to execute a regulatory agreement and such other loan documents as are required by the MHFA in connection with such loan or assumption of existing debt, as the case may be.

   (c) The regulatory agreement shall be a binding obligation upon the Company, its successors or assigns, for so long as a mortgage on the Property that is held by the MHFA is outstanding. The regulatory agreement includes within its terms provisions limiting the use of monies generated by the operation of the multifamily development constructed on the property described in Exhibit A attached hereto. Any incoming member, if any, shall, as a condition of receiving an interest in the Company, agree to be bound by the mortgage note, mortgage, and regulatory agreement, and such other loan documents required by the MHFA to the same extent and on the same terms as the other members. Upon dissolution of the Company, no titles or right to possession and control of the Property and no right to collect the rents therefrom shall pass to any person who is not bound by the regulatory agreement in a manner satisfactory to the Minnesota Housing Finance Agency.

   (d) The Company is authorized to execute such other notes, mortgages, construction loan agreements, loan commitments or other loan documents or agreements as may be necessary to effectuate the purposes of this agreement.

   (e) No member will voluntarily withdraw from or be substituted by the Company without the MHFA’s prior written approval, which approval will not be unreasonably
withheld if there are one or more remaining or substitute members who, in the MHFA’s opinion and sole discretion, are financially capable and competent to cause the Company to have the capacity to effectively own and operate the multifamily development to be built and operated on the property described in Exhibit A attached hereto, subject to the terms and provisions of the regulatory agreement and of this agreement.

(f) No amendments will be made to this agreement that would affect the MHFA’s rights under the note, mortgage, regulatory agreement or other loan documents made between the MHFA and the Company without the MHFA’s prior written approval.

(g) For so long as the MHFA holds a mortgage on the Property described in Exhibit A attached hereto and the multifamily development constructed thereon, in the event of the retirement, death, insanity, incapacity, withdrawal, liquidation, bankruptcy or assignment for the benefit of creditors of a member, the business of the Company will be continued by the remaining members.

(h) In the event that there is a conflict or inconsistency between any term or provision in this Agreement and any term or provision in any of the MHFA loan documents, then the terms and provisions contained in the loan documents shall control.

33. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute but one instrument.

[Signature Page Follows]
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed this Agreement to be effective as of the date first above stated.

SOLE MEMBER:

DAKOTA COUNTY COMMUNITY
DEVELOPMENT AGENCY

By: __________________________
Name: _________________________
Title: __________________________

1228 Town Centre Drive
Eagan, Minnesota  55123-1066

THE COMPANY:

DCCDA EAGAN ELI LLC

By: __________________________
Name: _________________________
Title: __________________________

1228 Town Centre Drive
Eagan, Minnesota  55123-1066
EXHIBIT A

LEGAL DESCRIPTION
<table>
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<th>Contribution</th>
<th>% Interest</th>
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<tr>
<td>Total</td>
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Housing Development Update – Informational

Meeting Date: 3/17/2020
Department: Housing Development
Prepared By: Kari Gill
Contact: Kari Gill
Contact Phone: 651-675-4477

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE(s) requested
- Other:

PURPOSE/ACTION REQUESTED

- Updated on housing development activities.

SUMMARY

Deputy Executive Director Kari Gill will provide updates on CDA housing developments.

RECOMMENDATION

N/A – Informational Only

EXPLANATION OF FISCAL/FTE IMPACT

N/A

Executive Director's Comments:

☐ Recommend Action
☐ Do Not Recommend Action
☐ Reviewed-No Recommendation
☒ Reviewed-Information Only
☐ Submitted at Commissioner Request

Strategic Plan Priorities:

☒ Focused Housing Programs
☐ Collaboration
☐ Development/Redevelopment
☐ Financial Sustainability
☐ Operational Effectiveness

Executive Director

Department Director

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Housing Development Update
March 2020

HOUSING DEVELOPMENTS

WEST ST. PAUL
Gateway Site

# of UNITS: 60

- Proposed concept plan for the West St. Paul Gateway Site includes two 54-unit buildings.
- Submitted a revised application for the first building in February.
- Meeting schedule: Attended EDA work session (March 9); held neighborhood meeting (March 10); planning commission (March 17); City Council (March 23).

EAGAN
Housing for Homeless Veterans

# of UNITS: 20

- Working on site and unit plans.
- Pursuing a 55+ with Veteran’s Preference model.
- Goal is to submit an application to the city in March or April.
INVER GROVE HEIGHTS
Concord Site

# of UNITS: 40

- CDA staff met with city staff in January to talk about options that would meet city goals for the area.
- Considering financing options that could include tax credits.
- Number of units to be determined.
- Mix of one, two, and three bedroom units.
- Architect is revising plans.
- Will meet with city staff again.
Executive Director’s Update – Informational

Meeting Date: 3/17/2020
Department: Administration
Prepared By: Kaili Braa
Contact: Tony Schertler
Contact Phone: 651-675-4432

Fiscal/FTE Impact:
☑ None
☐ Amount included in current budget
☐ Budget amendment requested
☐ FTE included in current complement
☐ New FTE(s) requested
☐ Other:

PURPOSE/ACTION REQUESTED
- Agency updates.

SUMMARY
Executive Director Tony Schertler will provide updates regarding topics related to agency operations and a preview of items that will be on the April 21, 2020 CDA Board meeting agenda.

RECOMMENDATION
N/A – Informational Only

EXPLANATION OF FISCAL/FTE IMPACT
N/A

Strategic Plan Priorities:
☑ Focused Housing Programs
☑ Collaboration
☑ Development/Redevelopment
☑ Financial Sustainability
☑ Operational Effectiveness

☑ Recommend Action
☐ Do Not Recommend Action
☑ Reviewed-No Recommendation
☒ Reviewed-Information Only
☐ Submitted at Commissioner Request

Executive Director

Department Director