

CHARLES CITY HOUSING & REDEVELOPMENT AUTHORITY

AGENDA

January 16, 2020, 7:00 a.m.

at

501 Cedar Terrace South, Charles City, IA 50616

- I. Roll Call – Call Meeting to Order
- II. Public Comments
- III. Amend-Approve Minutes of December 19, 2019 ..... 1-2
- IV. Approval of Bills for January 2020 ..... 3
- V. Communications ..... 4-6
  - 1. CFP Update
  - 2. Rehab Update
  - 3. Section 8 Funding/Utilization
  - 4. Monthly Rental Status Update
  - 5. End of Participation Tracker
- VI. Old Business
  - 1. Schedule HUD Visit for Repositioning..... 7
  - 2. Update on HUD Lawsuit..... 8-10
- VII. New Business
  - 1. Review Operating Reports ..... 11-15
  - 2. Set Reimbursement Rates for Moving Costs..... 16
  - 3. Approve Renewal of Contract with the DIA ..... 17-19
  - 5. Approve Resolution 1-20 to approve annual Civil Rights Certification... 20-21
- VIII. Executive Director’s Report
- IX. Move to Adjourn

Next regular meeting scheduled for Thursday, February 20, 2020  
7:00 a.m., CCHRA Office

MINUTES  
CHARLES CITY HOUSING AND REDEVELOPMENT AUTHORITY  
December 19, 2019 7:00 a.m.

Members Present: Jeremy Heyer, Beth Diers, Linda Klemesrud, and Eric Miller. Absent: Diane Stewart. Others present: Heidi Nielsen, staff

Call to Order. Chairperson Heyer called the meeting to order at 7: 05 a.m.

Public Comment. None

Amend-Approve Minutes of November 21, 2019. Diers moved, Miller seconded the motion to approve the minutes of November 21, 2019 as presented. Ayes: 4, Nays: 0. Motion carried.

Approval of Bills. Diers moved, Klemesrud seconded the motion to approve payment of the revised bill listing totaling \$166,515.15. Ayes: 4, Nays: 0. Motion carried.

Communications. Items reviewed under Communications included an update on upcoming projects, status of Electrical Updates, problems with the new windows at SCT, Rehab Program, Section 8 funding/utilization, and program occupancy/termination update. All items were informational, so no action was required.

Old Business. None

New Business.

Review Financial Reports. Nielsen reported that it appeared we were on track with spending. There were no questions or concerns. No action is required.

Approve Resolution 13-19 to Adopt Passbook Rate. Nielsen informed the board that the rates received from area banks were for a basic passbook account and requested to keep the rate at .15%. Nielsen explained the imputed asset value in relation to the actual asset income and stated that it will not apply to most of the participants as they do not have enough in assets. Miller moved to approve Resolution 13-19 adopting a passbook rate. Diers seconded the motion. Motion carried on roll call vote. Ayes: Klemesrud, Miller, Diers, and Heyer. Nays: 0. Motion carried on roll call vote.

Approve Resolution 14-19 to Accept Lease Revisions. Nielsen reviewed the proposed changes and the steps required to make changes to the lease. The proposed revisions were discussed including the comments received from two residents regarding the time limitations placed on being away from the units. Nielsen explained the reasoning behind the limitation and that the lease requires the residents to use the unit as their only residence and when they travel or stay somewhere else for several months they are in violation of the lease. Reasonable accommodations to the limitation were also discussed. Diers asked about the garden spaces and whether the requirement to contain the gardens by some sort of border was new. Nielsen stated that it was new and it was requested by maintenance because they have difficulty distinguishing between flowers and weeds sometimes and accidentally mow over the gardens. Miller made a motion to approve Resolution 14-19 to Accept Lease Revisions. Klemesrud seconded the motion. Roll Call: Ayes: Heyer, Miller, Klemesrud, and Diers. Nays: none. Motion carried on roll call vote.

Certification of Net Restricted Assets for FYE 2019. Nielsen explained the requirement to send any interest earned in excess of \$500 on Housing Assistance Payment reserves to HUD. The Board reviewed the certification and there were no questions. A motion to approve the certification verifying that the amount of \$1,384.82 was paid was made by Diers. It was seconded by Klemesrud. Ayes: 4, Nays: 0. Motion carried.

Executive Director's report. Nielsen reported on the Procurement Training.

Being no further business, Diers moved, Klemesrud seconded the motion to adjourn. Ayes: 4, Nays: 0. Motion carried, and meeting adjourned at 7:50 a.m.

Charles City Housing and Redevelopment Authority

\_\_\_\_\_  
Jeremy Heyer, Board Chairperson

ATTEST:

\_\_\_\_\_  
Heidi Nielsen, Director

Charles City Housing  
 Monthly Bill Listing  
 January 16, 2020

Customer	Description	Amount
Arnold Motor Supply	maintenance supplies	21.74
Business Card	back up fee/	
Catherine Marie Ott	office cleaning	480.00
CenturyLink	phone bill	163.16
Cintas	rug service	55.22
City of Charles City	water/sewer/URP/S8 inspections	601.00
Do It All Services	bathroom repairs #42	538.42
HAPS	Jan.1 HAPS	65,088.30
Heidi Nielsen	mileage reimbursement	54.28
Hillegas Flooring, LLC	flooring supplies	328.49
Hockenson Plumbing	maintenance repairs	2,544.68
Housing Authority Acctg. Spec, Inc.	accounting fees	500.00
Jendro Sanitation	trash service	822.25
LEAF	copier lease	241.64
Linderman Heating & Air, LLC	maintenance repairs	66.00
Mediacom	internet for security cameras	156.90
Mid American Energy	electric/gas/URP	7,882.96
Nan McKay	admin plan update	239.00
Noah, Smith & Schuknecht, P.L.C.	legal fees	64.00
Plunkett's Pest Control	service fee	55.00
Schueth Ace Hardware	maintenance items	574.94
Sherwin Williams	paint	372.30
Short Elliott Hendrickson, Inc.	sidewalk project	3,331.20
Skyline Tree Service/Harken Brothers LLC	tree removal	2,500.00
Staples Advantage	office items	
Stock Glass	window/screen repairs	125.50
Superior Lumber	maintenance items	2,310.27
T-J Service	maintenance repairs	
US Cellular	cell phone	
		<b>89,117.25</b>

REQUESTED ACTION: None - for your information only.

1. Capital Fund/Maintenance Update. We removed three trees at North Cedar Terrace to clear the areas for the proposed parking lots and should have the cost estimates soon. Then we can determine the scope of the project. Once this is done, we will need to get approval from the City to proceed with the bidding process.

Last month the contractor for the electrical upgrades had submitted a partial pay request and was requesting payment for the retainage had suggested that we retain \$6,000 for the remaining work to be done this spring. Based on a recommendation from the architects we were going to release all the retainage except \$4,000. This would give us a balance to pay of \$10,000 when the project was complete. The contractor contacted us this week and withdrawing his pay request and will not be requesting payment on the entire balance until after the work is complete.

We were just notified by the contractor, Steege Construction, that they will be fixing the issue we are having with the double hung windows at South Cedar Terrace. The window company determined that faulty installation caused the widows to bow and not the windows themselves. It is anticipated to take about a week to make the repairs involving 61 apartments. They will be taking off the window stops and installing shims to push the window frames back into square and then reinstalling the window stops.

2. Rehab Update. The work on the first two projects should be complete by the end of the week of the 17<sup>th</sup> and we should be able to close out the projects then. The contracts have been signed for the second two projects and they will be starting some of the work this month. We have applications for the last two projects. The information on these will be verified in February to determine the applicant's eligibility. It is still our plan to have the entire grant completed by the end of 2020.
3. Section 8 Funding/Utilization. See attachment for utilization.
4. Monthly Rental Status Update.

Month of December 2019	Total Leased 12/1/19	New Leases	Removed Or Moved	Total Leased 1/1/20	Total on Waiting List	Offered Assistance	Removed
Terraces 132 Units	126	2	1	127	N-24	N-3	N-3
					S-23	S-5	S-4
Morningside 16 Units	13	1	0	14	9	2	1
Section 8 197 Units	166	9	1	174	89	25	9

Declined Assistance (6) Over Income (1) Denied ( ) Insufficient Address ( )  
 Did not attend Briefing/Information Not Returned (10) Criminal Background Check ( )  
 Voucher Expired (3) Purged ( )  
 Terminations: PH ( ) S8 ( )

5. End of Participation Tracker. See attachment

# HCV HAP Spending Projection

	A	B	C	D	E	F	G	H	I	J	K	L	M
	HUD Held												
	NRA												
PHA Name	Funds on Hand at PHA at End of Prior Month (HAP related, not administrative funds)	Number of Units Leased on the First of the Month	Plus: HUD Actual or Planned HAP Related Disbursements	Minus: HAP Expenses: Actuals from VMS and/or PHA projected	Disbursements minus Expenditures	VMS Reported Fraud Recovery and/or FSS Forfeitures	Estimated End of Month Balance (NRA): HAP funds on hand (includes Fraud Recovery and/or FSS forfeitures)	Beginning monthly HUD Held Balance starting	Plus: ALL Obligated HAP BA (including BA for prior period Tenant Protection vouchers)	Minus: HUD Actual or Planned HAP Related Disbursements	End of Month Balance HUD Held Undisbursed BA/Reserves (obligated HAP BA minus disbursements)		
	D		E	F	E-F	H	D+G+H	K	L	M	(K+L)-M		
1													
2													
4													
5	PHA# IA002												
6													
7	CY 2019												
8	January	\$24,236	140	\$63,602	\$49,861	\$40	\$38,017	\$85,696	\$60,216	\$63,602	\$82,310		
9	February	\$38,017	141	\$63,602	\$49,354	\$849	\$53,114	\$82,310	\$60,216	\$63,602	\$78,924		
10	March	\$53,114	137	\$58,766	\$48,418	\$273	\$63,735	\$78,924	\$60,216	\$58,766	\$80,374		
11	April	\$63,735	135	\$58,766	\$47,332	\$63	\$75,232	\$80,374	\$60,216	\$58,766	\$81,824		
12	May	\$75,232	135	\$51,577	\$47,461	\$1,045	\$69,393	\$81,824	\$60,216	\$51,577	\$90,463		
13	June	\$80,393	138	\$27,472	\$48,653	\$395	\$89,607	\$90,463	\$60,216	\$27,472	\$123,207		
14	July	\$59,607	138	\$51,708	\$52,758	\$83	\$58,640	\$123,207	\$60,216	\$51,708	\$131,715		
15	August	\$68,640	144	\$51,708	\$52,997	\$145	\$7,496	\$131,715	\$60,216	\$51,708	\$140,223		
16	September	\$7,496	148	\$48,410	\$52,708	\$141	\$53,339	\$140,223	\$60,216	\$48,410	\$152,029		
17	October	\$53,339	158	\$48,410	\$55,970	\$247	\$46,026	\$152,029	\$60,216	\$48,410	\$163,835		
18	November	\$46,026	161	\$12,200	\$57,653	\$103	\$676	\$163,835	\$60,216	\$12,200	\$211,851		
19	December	\$676	166	\$60,219	\$60,423	\$153	\$625	\$211,851	\$60,216	\$60,219	\$211,848		
20	Total			\$596,440	\$623,588	\$3,537		\$722,592		\$596,440			
21													
22	CY 2020												
23	January	\$625	174	\$64,757	\$64,816		\$566	\$211,848	\$51,966	\$64,757	\$199,057		
24	February	\$566		\$54,057			\$54,623	\$199,057	\$51,966	\$54,057	\$196,966		
25	March	\$54,623		\$0			\$54,623	\$196,966	\$51,966	\$0	\$248,932		
26	April	\$54,623					\$54,623	\$248,932	\$51,966	\$0	\$300,898		
27	May	\$54,623					\$54,623	\$300,898	\$51,966	\$0	\$352,864		
28	June	\$54,623					\$54,623	\$352,864	\$51,966	\$0	\$404,830		
29	July	\$54,623					\$54,623	\$404,830	\$51,966	\$0	\$456,796		
30	August	\$54,623					\$54,623	\$456,796	\$51,966	\$0	\$508,762		
31	September	\$54,623					\$54,623	\$508,762	\$51,965	\$0	\$560,727		
32	October	\$54,623					\$54,623	\$560,727	\$51,965	\$0	\$612,692		
33	November	\$54,623					\$54,623	\$612,692	\$51,965	\$0	\$664,657		
34	December	\$54,623					\$54,623	\$664,657	\$51,965	\$0	\$716,622		
35	Total			\$118,814	\$64,816	\$3,537		\$684,657	\$623,588	\$118,814			

END OF PARTICIPATION  
TRACKER  
2018-2019

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTALS
LEFT IN GOOD STANDING	2	1		1	2	1							7
ZERO HAP					1								1
MUTUAL RESCISION													0
ANNUAL RE-EXAM SEARCHING	1	1	1	1	1	1							5
PORT-OUT ABSORBED	1	2	1	1									5
PORT-OUT SEARCHING		1											1
DECEASED						1							1
MOVED IN VIOLATION													0
EVICTED													0
UNAUTHORIZED LIVE-IN	1				1								2
VIOLATION OF FAMILY OBLIGATION													0
GAVE UP ASSISTANCE BEFORE 1 YEAR													0
FAILURE TO RENEW													0
FAILURE TO REPAY	1												1
FAILURE TO PROVIDE INFO													0
FAILURE TO FOLLOW THROUGH													0
FRAUD													0
UNREPORTED INCOME-2ND TIME			1		1								2
UTILITIES DISCONNECTED			1										1
CRIMINAL CONVICTION													0
VOUCHER EXPIRED													0
VOUCHER REVOKED													0
LEASED W/NEW LANDLORD	1												1
<b>TOTALS</b>	<b>7</b>	<b>3</b>	<b>5</b>	<b>2</b>	<b>7</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>
<b>PUBLIC HOUSING</b>													
LEFT IN GOOD STANDING	3	2	3	3	1	4							13
DECEASED					1								2
MOVED IN VIOLATION													0
TERMINATED FOR LEASE VIOLATIONS		1											1
EVICTED	1												1
UNAUTHORIZED LIVE-IN													0
FAILURE TO RENEW													0
FAILURE TO REPAY													0
FAILURE TO PROVIDE INFO													0
FAILURE TO FOLLOW THROUGH													0
CRIMINAL CONVICTION													0
OTHER (moved to new unit)						1							1
UTILITIES DISCONNECTED													1
<b>TOTALS</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>

**REQUESTED ACTION:** Identify some potential dates the last week of March for the visit from HUD.

**Comments:** Two of the HUD Staff will be coming to Charles City to go over options for repositioning our Public Housing units. We are looking at the last week of March and we need to give them a couple of dates/times to work with.

Repositioning is the process of either converting existing units over to project-based/site-based Section 8 or demolition/disposition of the units. There are several ways this can be accomplished and they will be discussing this with us and trying to help us determine which option, if any, would be in the best interest of the agency.

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**MEETING DATE:** 01/16/2020

**RE:** Update on HUD Lawsuit

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**REQUESTED ACTION:** None.

**Comments:** The attached email summarizes the appeal process for the lawsuit against HUD. The purpose of the lawsuit is to recover operating funds from HUD which were withheld during sequestration. An earlier case determined that HUD was not authorized to withhold funding as stated in our contract with them.

## Heidi Nielsen

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**From:** CL Law Clerk <LawClerk@coanlyons.com>  
**Sent:** Thursday, January 09, 2020 11:13 AM  
**Subject:** FW: PHA appeal information

Dear Plaintiffs:

I am forwarding the message below on behalf of attorney, Carl Coan, III.

Best,  
Joseph Fons

**From:** Carl Coan, III  
**Sent:** Thursday, January 9, 2020 12:01 PM  
**To:** CL Law Clerk <LawClerk@coanlyons.com>  
**Subject:**

Dear Plaintiffs:

Because some of you have asked, I am providing another summary of the process for the pending appeal by the Government of the decision by the Claims Court awarding damages in your favor in the aggregate amount of \$132,656,951. In addition, I will discuss the possible courses of action after the Court of Appeals makes its decision.

Currently, the Government's first brief is due on January 31. I expect that the Government will file its brief by this deadline since the Court of Appeals already granted the Government two extensions to file its first brief and stated that "no further extensions should be anticipated" when it approved the second extension.

I will have, unless I request an extension, forty days from the date the Government files its first brief to file my brief. At this time, I do not think that I will be requesting an extension.

The Government will then have twenty-one days from the date I file my brief to file its second brief. This assumes that the Government doesn't request and receive an extension of the twenty-one day deadline.

After the Government files its second brief, the Court of Appeals will schedule an oral argument. The argument will be heard by a panel of three judges. The argument is usually scheduled three or four months after all the briefs have been filed.

After the argument is completed, the judges will take the case under advisement and issue a decision. A decision is usually issued within six months of the oral argument.

Based on these timelines, and without any further extensions, the earliest we can expect to receive a decision is late this year. However, it is very possible that we won't receive a decision until early next year.

If we win the appeal, the Government will essentially have three possible courses of action available to it. First, the Government could accept the decision by the Court of Appeals and begin the process of paying the damages awarded by the Claims Court. Clearly, this is the outcome we are hoping for.

Second, the Government could file a petition with the Court of Appeals asking that there be a rehearing of the case before all the judges of the Court of Appeals. This is called a petition for a rehearing en banc.

Although the Government would, like any losing party, have the right to file a petition for a rehearing en banc, this doesn't mean that there will be such a rehearing. The Government would have to persuade a majority of the Court of Appeals judges that the decision by the three-judge panel was in conflict with a decision by the United States Supreme Court or a previous decision by the Court of Appeals or that the case involves a question "of exceptional importance." Such petitions are rarely granted. However, if the petition was granted, there would be additional briefs filed and another oral argument before all the judges of the Court of Appeals.

And third, instead of, or in addition to, the Government could request that the United States Supreme Court hear the case. However, the Government would have to persuade at least four of the nine Supreme Court judges that the decision by the Court of Appeals was in conflict with a decision by one of the twelve other federal Courts of Appeals or that the case involves significant legal issues that need to be resolved by the Supreme Court. The Supreme Court only grants approximately two percent of the petitions asking it to hear a case. However, if the Supreme Court granted such a petition, briefs would be filed and there would be an oral argument before the Supreme Court judges.

Although I am hopeful that we will win the appeal, there is a possibility that the Government will win instead. If that were to happen, we would have the same options discussed above with respect to the Government. That is, we could ask for a rehearing en banc by the Court of Appeals. Or, instead of, or in addition to, we could ask the Supreme Court to hear the case.

PHADA has begun receiving the additional fee for the pending appeal by the Government, \$100 for housing authorities with fewer than 250 public housing units and \$300 for housing authorities with 250 or more public housing units. We greatly appreciate your promptness in mailing your fee.

As a reminder, the fee must be paid from non-federal funds. I understand that many of the smaller housing authorities don't have any non-federal funds. This is why some of the state NAHROs are paying the fee for such housing authorities in their states. In addition, we hope that the fee is sufficiently small so that a person or persons who work for a housing authority without non-federal funds can loan the fee to the authority. I spoke to one executive director who told me that he was going to write the check himself. Anyone who does this can be repaid, assuming we win the appeal, from the damages received by the housing authority.

Please note that as with the original fee, the appeal fee is a flat fee that is for the litigation of the pending appeal in the Court of Appeals. The fee does not cover any work related to a request for a rehearing en banc or a request asking the Supreme Court to hear the case. Like the original fee, there will be no refund of this fee.

Please let me or Joseph know if you should have any questions.

Carl A. S. Coan, III  
Coan & Lyons  
1100 Connecticut Avenue, N.W.  
Suite 600  
Washington, DC 20036  
(202) 728-1070

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**MEETING DATE:** 1/16/20

**RE:** Review Operating Reports

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**REQUESTED ACTION:** Review monthly operating reports.

**Comments:** The December 2019 operating reports are attached for your review.

**REVENUE & EXPENSE REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PER CENT EXPENDED	UNEXPENDED
173-532-4300	INTEREST-PUBLIC HOUSING	70,000.00	4,124.37	28,539.12	40.77	41,460.88
173-532-4504	FRAUD-PUBLIC HOUSING	6,000.00	305.00	2,502.39	41.71	3,497.61
173-532-4506	DWELLING RENT-PUBLIC HOUSING	500,000.00	46,035.00	261,284.11	52.26	238,715.89
173-532-4507	EXCESS UTILITY-PUBLIC HOUSING	.00	.00	.00	.00	.00
173-532-4508	CONTRIB-OTHER-PUBLIC HOUSING	12,000.00	.00	4,925.50	41.05	7,074.50
173-532-4518	BAD DEBT COLLECTIONS	.00	.00	155.00	.00	155.00-
173-532-4710	REIMBURSED EXP-PUBLIC HOUSING	12,000.00	31.18	989.74	8.25	11,010.26
173-532-4781	OPER SUBSIDY-PUBLIC HOUSING	220,000.00	59,990.00	137,431.00	62.47	82,569.00
	<b>PUBLIC HOUSING TOTAL</b>	<b>820,000.00</b>	<b>110,485.55</b>	<b>435,826.86</b>	<b>53.15</b>	<b>384,173.14</b>
173-910-4830	TRANSFER IN - PUBLIC HOUSING	.00	.00	5,025.00	.00	5,025.00-
	<b>TRANSFERS IN/OUT TOTAL</b>	<b>.00</b>	<b>.00</b>	<b>5,025.00</b>	<b>.00</b>	<b>5,025.00-</b>
173-532-6010	SALARY - PUBLIC HOUSING	93,540.00	7,668.44	48,512.08	51.86	45,027.92
173-532-6040	OVERTIME SALARY-PUBLIC HOUSING	2,000.00	.00	162.36	8.12	1,837.64
173-532-6070	LABOR/MAINT-PUBLIC HOUSING	.00	.00	.00	.00	.00
173-532-6110	FICA - PUBLIC HOUSING	7,309.00	493.54	3,105.33	42.49	4,203.67
173-532-6130	IPERS - PUBLIC HOUSING	9,019.00	723.89	4,594.82	50.95	4,424.18
173-532-6150	HEALTH INS - PUBLIC HOUSING	46,908.00	3,882.00	23,292.00	49.65	23,616.00
173-532-6151	LIFE INS - PUBLIC HOUSING	350.00	33.40	200.64	57.33	149.36
173-532-6152	DENTAL INSURANCE	.00	34.86	216.23	.00	216.23-
173-532-6160	WORK COMP - PUBLIC HOUSING	4,840.00	.00	2.80-	.06-	4,842.80
173-532-6170	UNEMPLOYMENT - PUBLIC HOUSING	449.00	40.92	103.62	23.08	345.38
173-532-6198	EMP BEN MAINT-PUBLIC HOUSING	.00	.00	.00	.00	.00
173-532-6199	EMPLOYEE BEN-PUBLIC HOUSING	.00	.00	.00	.00	.00
173-532-6230	STAFF TRAINING-PUBLIC HOUSING	5,000.00	2,086.46	7,909.40	158.19	2,909.40-
173-532-6370	GAS - PUBLIC HOUSING	40,000.00	1,701.94	6,231.03	15.58	33,768.97
173-532-6371	UTILITIES - PUBLIC HOUSING	50,000.00	3,890.19	27,102.36	54.20	22,897.64
173-532-6374	WATER - PUBLIC HOUSING	19,000.00	1,491.30	9,049.33	47.63	9,950.67
173-532-6379	OTH UTIL-PUBLIC HOUSING -SEWER	25,000.00	2,029.26	13,780.89	55.12	11,219.11
173-532-6401	ACCOUNTING FEES-PUBLIC HOUSING	3,000.00	200.00	2,012.00	67.07	988.00
173-532-6408	TORT LIABILITY - PUBLIC HOUSIN	35,000.00	.00	6,721.05	19.20	28,278.95
173-532-6411	LEGAL FEES - PUBLIC HOUSING	4,000.00	.00	1,892.20	47.31	2,107.80
173-532-6415	COPIER LEASE - PUBLIC HOUSING	3,500.00	241.64	1,440.38	41.15	2,059.62
173-532-6420	CONTRACT SERVICES - PUBLIC HOU	46,000.00	2,143.76	18,305.57	39.79	27,694.43
173-532-6441	TENANT SERVICES-PUBLIC HOUSING	2,000.00	.00	84.64	4.23	1,915.36
173-532-6442	PILOT-PUBLIC HOUSING	40,000.00	.00	42,066.50	105.17	2,066.50-
173-532-6490	OTHER PROFESSIONAL SERV	21,000.00	.00	.00	.00	21,000.00
173-532-6516	REFUNDS-PUBLIC HOUSING	1,000.00	.00	.00	.00	1,000.00
173-532-6518	SUNDRY-OFF EXP-PUBLIC HOUSING	35,000.00	642.96	14,439.54	41.26	20,560.46
173-532-6599	MAINT MATERIALS-PUBLIC HOUSING	80,000.00	6,418.53	44,616.78	55.77	35,383.22
173-532-6725	CAP OUTLAY-EQUI-PUBLIC HOUSING	40,000.00	.00	14,810.00	37.03	25,190.00
173-532-6750	CAP IMPR BLDG-PUBLIC HOUSING	100,000.00	.00	22,489.73	22.49	77,510.27
	<b>PUBLIC HOUSING TOTAL</b>	<b>713,915.00</b>	<b>33,723.09</b>	<b>313,135.68</b>	<b>43.86</b>	<b>400,779.32</b>

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**REVENUE & EXPENSE REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PER CENT EXPENDED	UNEXPENDED
173-536-6010	SALARY - PH MAINT	85,000.00	6,663.66	41,680.68	49.04	43,319.32
173-536-6040	OVERTIME SALARY - PH MAINT	5,000.00	57.00	57.00	1.14	4,943.00
173-536-6110	FICA - PH MAINT	6,885.00	500.01	3,139.27	45.60	3,745.73
173-536-6130	IPERS - PH MAINT	8,496.00	612.64	3,798.43	44.71	4,697.57
173-536-6150	HEALTH INS - PH MAINT	9,897.00	817.01	4,902.06	49.53	4,994.94
173-536-6151	LIFE INS - PH MAINT	176.00	17.22	85.80	48.75	90.20
173-536-6152	DENTAL INSURANCE	.00	21.77	126.72	.00	126.72-
173-536-6160	WORK COMP - PH MAINT	3,080.00	.00	4.20-	.14-	3,084.20
173-536-6170	UNEMPLOYMENT - PH MAINT	428.00	76.78	181.54	42.42	246.46
173-536-6181	UNIFORM ALLOWANCE - PH MAINT	900.00	.00	450.00	50.00	450.00
173-536-6412	HEALTH SERVICES- PH MAINT	.00	.00	274.00	.00	274.00-
	PUBLIC HOUSING MAINTENANC TOTA	119,862.00	8,766.09	54,691.30	45.63	65,170.70
173-910-6910	TRANSFER OUT - PUBLIC HOUSING	350,000.00	.00	.00	.00	350,000.00
	TRANSFERS IN/OUT TOTAL	350,000.00	.00	.00	.00	350,000.00
	PUBLIC HOUSING TOTAL	363,777.00-	67,996.37	73,024.88	20.07-	436,801.88-

**REVENUE & EXPENSE REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PER CENT EXPENDED	UNEXPENDED
174-533-4300	INTEREST - SECTION 8	2,000.00	221.74	2,165.48	108.27	165.48-
174-533-4440	STATE GRANT-SEC 8	.00	.00	.00	.00	.00
174-533-4504	FRAUD-SEC 8	5,000.00	306.50	1,742.50	34.85	3,257.50
174-533-4505	HUD CONTRIB-SEC 8	750,000.00	31,843.00	272,655.00	36.35	477,345.00
174-533-4509	ADMIN FEE/HTH-SEC 8	110,000.00	7,294.00	46,487.00	42.26	63,513.00
174-533-4518	BAD DEBT COLLECTIONS	.00	.00	.00	.00	.00
174-533-4710	REIMBURSED EXP-SEC 8	1,000.00	.00	207.00	20.70	793.00
174-533-4715	REFUNDS-SEC 8	1,000.00	.00	.00	.00	1,000.00
	SECTION 8 VOUCHER TOTAL	869,000.00	39,665.24	323,256.98	37.20	545,743.02
174-910-4830	TRANSFER IN - SECTION 8 VOUCH	.00	.00	.00	.00	.00
	TRANSFERS IN/OUT TOTAL	.00	.00	.00	.00	.00
174-533-6010	SALARY - SEC 8	40,089.00	2,610.69	18,265.10	45.56	21,823.90
174-533-6040	OVERTIME SALARY - SECTION 8	1,000.00	.00	132.84	13.28	867.16
174-533-6110	FICA - SECTION 8	3,143.00	167.45	1,182.51	37.62	1,960.49
174-533-6130	IPERS -SECTION 8	3,879.00	246.45	1,736.76	44.77	2,142.24
174-533-6150	HEALTH INS - SECTION 8	20,103.00	1,663.71	9,982.26	49.66	10,120.74
174-533-6151	LIFE INS - SECTION 8	147.00	14.32	85.99	58.50	61.01
174-533-6152	DENTAL INSURANCE	.00	15.02	83.05	.00	83.05-
174-533-6160	WORK COMP - SECTION 8	2,462.00	.00	.00	.00	2,462.00
174-533-6170	UNEMPLOYMENT - SECTION 8	193.00	27.28	69.08	35.79	123.92
174-533-6199	EMPLOYEE BEN-SEC 8	.00	.00	.00	.00	.00
174-533-6230	STAFF TRAINING - SECTION 8	4,000.00	.00	193.59	4.84	3,806.41
174-533-6380	UTILITY ALLOT - SECTION 8	15,000.00	1,031.00	4,744.00	31.63	10,256.00
174-533-6401	ACCOUNTING FEES - SECTION 8	4,000.00	300.00	2,167.50	54.19	1,832.50
174-533-6411	LEGAL-SEC 8	1,000.00	.00	.00	.00	1,000.00
174-533-6420	CONTRACT SERVICES - SECTION 8	10,000.00	858.50	5,363.76	53.64	4,636.24
174-533-6423	SPECIAL SERVICE - SECTION 8	300.00	.00	.00	.00	300.00
174-533-6440	ENHANCED VOUCHER	16,000.00	1,294.00	8,999.00	56.24	7,001.00
174-533-6443	HOME OWNERSHIP VOUCHER	6,000.00	483.00	2,738.00	45.63	3,262.00
174-533-6444	PORTABILITY VOUCHER	240,000.00	6,303.40	52,076.20	21.70	187,923.80
174-533-6445	HC VOUCHER PAY-SEC 8	550,000.00	51,545.00	266,206.00	48.40	283,794.00
174-533-6490	OTHER PROF SERVICES-SECTION 8	10,000.00	.00	.00	.00	10,000.00
174-533-6516	REFUND INTEREST-SEC 8	.00	.00	1,384.82	.00	1,384.82-
174-533-6518	SUNDRY-OFF EXP-SEC 8	4,500.00	20.80	568.55	12.63	3,931.45
	SECTION 8 VOUCHER TOTAL	931,816.00	66,580.62	375,979.01	40.35	555,836.99
174-536-6152	DENTAL INSURANCE	.00	.00	.00	.00	.00
	PUBLIC HOUSING MAINTENANC TOTA	.00	.00	.00	.00	.00
174-910-6910	TRANSFER OUT - SECTION 8 VOUCH	.00	.00	.00	.00	.00

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**REVENUE & EXPENSE REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PER CENT EXPENDED	UNEXPENDED
	TRANSFERS IN/OUT TOTAL	.00	.00	.00	.00	.00
	SECTION 8 VOUCHER TOTAL	62,816.00-	26,915.38-	52,722.03-	83.93	10,093.97-

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**REQUESTED ACTION:** Approve rates to be paid for actual moving costs for required apartment transfers, emergency transfers, and reasonable accommodation transfers.

**Comments:** HUD requires the PHA to pay for reasonable moving costs for some PHA required transfers, emergency transfers, and reasonable accommodation moves. It is suggested that there be a moving allowance schedule set to reimburse the family the actual moving costs up to the set allowance. We have spoken with a moving company in the area and compared their estimate with the amounts under the Uniform Relocation and Assistance Act. So we are proposing the following limits.

- 1 Bedroom - \$600
- 2 Bedroom - \$700
- 3 Bedroom - \$800

These amounts include packing, loading, and unloading. There would also be an additional \$150 to cover any miscellaneous fees including any fees for switching phone or cable services. All other miscellaneous costs would be approved at the discretion of the Director.

The resident would be responsible for making their own moving arrangements and they would be reimbursed the actual cost for the approved expenses up to the limit.

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**MEETING DATE:** 01/16/20

**RE:** Renewal of 28E Agreement with the Iowa Department of Inspections and Appeals

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**REQUESTED ACTION:** Approve agreement with Department of Inspections and Appeals (DIA) to enable us to work jointly with them on fraud investigations.

**Comments:** If we would like to continue utilizing the DIA's services to assist us with some of our fraud investigations, we must renew the agreement. The proposed agreement is the same as the one we are currently operating under. The fees will also remain unchanged.

The main benefit to the agreement is that they have access to more information than we do. For instance, if we have someone we suspect is not living in their unit or residing in the state, they have access to the records to show what stores and which states the family is using their food stamp or EBT cards. They are also able to issue administrative subpoenas, in addition to filing civil judgments or criminal charges. In addition, they have the authority to conduct unannounced home visits, which is helpful when we suspect that the program participant has an unauthorized person living in the assisted unit.

In the past, they have also included us in their own investigations when the subject of their investigation is also on one of our programs. In those cases, the fee will be pro-rated, and we will only be charged a portion of the fee.

**INTERAGENCY AGREEMENT  
BETWEEN  
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS  
AND  
CHARLES CITY HOUSING & REDEVELOPMENT AUTHORITY**

This agreement (Agreement) is entered into between the Iowa Department of Inspections and Appeals (DIA) and the Charles City Housing & Redevelopment Authority (CCHRA) pursuant to the authority of Iowa Code sections 28E.5 and 28E.12.

The parties hereto agree as follows:

**Purpose:** The purpose of this Agreement is to authorize the performance of Section 8 Voucher Program / Public Housing investigations of the Charles City Housing & Redevelopment Authority (CCHRA) by DIA.

**Rights, Powers, and Responsibilities:**

CCHRA agrees to:

1. Refer, in writing, investigations for CCHRA to DIA.
2. Approve, in writing, the inclusion of cases involving the CCHRA programs when multiple state, local or federal agencies are involved in an investigation.
3. Provide the following to DIA:
  - a. Access to all case records pertinent to the investigations being conducted.
  - b. Calculations of any overpayments that occurred on cases under investigation.
  - c. Leasing Housing Specialists or other appropriate staff that are required to testify in court about the Section 8 Housing Choice Voucher Program / Public Housing records and determinations of overpayment amounts.
4. Collect all civil and criminal overpayments.

DIA agrees to:

1. Investigate, obtain evidence, and prepare and submit investigative reports to county attorneys or federal prosecutors for criminal prosecution on behalf of CCHRA.
2. In criminal cases, request restitution through the courts on behalf of CCHRA for the amount of overpayment(s).
3. In civil or administrative cases, submit a copy of the investigative report to CCHRA for appropriate action.

**Funding:** DIA will bill CCHRA for investigations conducted pursuant to this Agreement at the initial rate of sixty-eight dollars and 25 cents (\$68.25) per hour, modified annually, by the thirtieth (or last day) of each month. CCHRA shall reimburse DIA within 30 days of receipt of a billing statement / invoice. If CCHRA denies any part of the invoice, CCHRA shall provide DIA with a detailed reason for the denial and give DIA the opportunity to provide further justification.

**Duration:** This Agreement shall be in full force and effect from February 29, 2020 to February 28, 2021 unless terminated earlier in accordance with the Termination section of this Agreement. CCHRA and DIA shall meet at least thirty (30) days prior to the expiration of this Agreement to determine renewal and any modifications to the Agreement, including but not limited to, funding.

**Legal or Administrative Entity Created:** No new legal or administrative entity is created by this Agreement.

**Property:** Nothing in this Agreement shall be deemed to effect any change with respect to the ownership of the real or personal property of either party to this Agreement.

**Dispute Resolution:** The parties to this Agreement shall attempt to mediate disputes that arise under this Agreement by engaging in mediation with a mutually agreed-upon mediator. Each party will bear fifty percent (50%) of the costs of such mediation. In the event the parties are unable to reach agreement during the mediation, the parties shall submit their dispute to binding arbitration as provided for in Iowa Code section 679A.19.

**Filing and Recording:** Copies of this Agreement shall be filed with the Secretary of State before the Agreement shall be in full force and effect, all pursuant to Iowa Code section 28E.8

**Termination:** Either party to this Agreement may terminate this Agreement without cause by providing the other party a written notice of intent to terminate this Agreement, at least thirty (30) days prior to the intended date of termination. The notice shall specify the reasons for termination and shall be delivered by U.S. Certified Mail to either party.

The undersigned hereby execute and enter into this interagency 28E Agreement. Each signatory represents that he/she has been authorized in accordance with state law to sign and bind the agency represented.

\_\_\_\_\_  
Larry Johnson Jr., Director  
IOWA DEPARTMENT OF INSPECTIONS AND APPEALS

\_\_\_\_\_  
Dean Andrews, Mayor  
CITY OF CHARLES CITY

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**MEETING DATE:** 01/16/2020

**RE:** Approve Resolution 01-20 Annual Civil Rights Certification

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**REQUESTED ACTION:** Approve Resolution 01-20 Annual Civil Rights Certification.

**Comments:** Sections 2701 and 2702 of Title VII of the Housing and Economic Recovery Act amends section 5A of the 1937 Housing Act and exempts qualified agencies from completing and submitting an Annual Plan. However, it requires the following civil rights certification to be done and submitted annually:

The Charles City Housing and Redevelopment Authority will carry out the public housing program of the agency in conformity with the VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

A qualified agency is one who administers fewer than 550 combined public housing and section 8 units, is not designated as troubled and has not had a failing score under SEMAP during the prior 12 months.

## RESOLUTION NO. 01-20

### ANNUAL CIVIL RIGHTS CERTIFICATION

#### Charles City Housing and Redevelopment Authority

WHEREAS, the Charles City Housing and Redevelopment Authority provides housing for low income families through various programs which are funded primarily through agreements with the United States Department of Housing and Urban Development; and

WHEREAS, Section 2072 of HERA requires each qualified public housing agency to make the following civil rights certification:

The Charles City Housing and Redevelopment Authority will carry out the public housing program of the agency in conformity with the VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing, and

WHEREAS, the Charles City Housing and Redevelopment Authority meets the definition of qualified agency as defined by the act,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Charles City Housing and Redevelopment Authority that the Authority has reviewed the preceding civil rights certification and will operate the programs of the agency in compliance with the certification to the fullest extent possible, and; authorize their approval for its submission to the Department of Housing and Urban Development.

PASSED AND APPROVED BY THE CHARLES CITY HOUSING AND REDEVELOPMENT AUTHORITY ON THIS 16<sup>th</sup> DAY OF JANUARY 2020.

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Jeremy Heyer, Chairperson

ATTEST:

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Heidi Nielsen, Director