**NORTH IOWA REGIONAL HOUSING AUTHORITY**
**202 First Street SE, Ste. 203, Mason City, IA 50401**

**July 28, 2026, 9:00 AM**

**In person in the conference room or access the conference by calling in to 617-793-8470 or toll free at 844-855-4444. Access code is 5204446 or accepting TEAMS invite**

AGENDA



**2. Open Forum**
Audience Note: If you desire to speak to the board, please read and complete the Open Forum Request form provided at the sign-in table and give it to the Board Secretary.

**3. Consent Agenda**
All items under this section are routine and may be enacted by one motion. Any item may be removed from the Consent Agenda at the request of a commissioner and considered separately.



**6. Adjourn**
Next Scheduled Regular Meeting August 22, 2026.

**Consent Agenda – Executive Director's Report**

**a. Public Housing Unit Status**

| | Unit Turnover | | | | |
|---|---|---|---|---|---|
| | **Month of July 2026** | **Total Units at Site** | **Leased as of June 30, 2026** | **HUD Removed** | **Vacant Units** |
| | Algona | 14 | 13 | 0 | 1 |
| « | Britt | 6 | 6 | 0 | 0 |
| « | Clear Lake | 10 | 10 | 0 | 0 |
| « | Forest City | 16 | 16 | 0 | 0 |
| | Hampton | 27 | 26 | 0 | 1 |
| « | Manly | 12 | 12 | 0 | 0 |
| | Northwood | 8 | 5 | 0 | 3 |
| « | Osage | 10 | 10 | 0 | 0 |
| | Rockford | 10 | 9 | 0 | 1 |
| « | Sheffield | 8 | 8 | 0 | 0 |
| | **Total** | **121** | **115** | **0** | **6** |
| « | ***indicates that property is full*** | | | | |

- All lease paperwork has been updated and approved by legal counsel.
- We have updated the NIRHA procurement policy after completing the NAHRO training.
- Two RFPs were closed out in July. Legal counsel and general maintenance contractor.
- Visited Algona, Britt, Forest City, Northwood and Clear Lake with Karri and Gary on July 07
- Visited Manly, Rockford, Sheffield, Hampton and Osage with Karri and Logan on July 15.
- Attended July 13 with Knight Development at Iowa Finance Authority offices in Des Moines to discuss alternatives to last year's failed 4% LIHTC application.
- It looks like NIRHA managing the 22-unit project-based voucher contract for the Bancroft Housing Authority RAD conversion is moving forward. HUD-KC has not responded with any issues or questions. Carri, Carmen, Karri and I will be visiting Bancroft to discuss this matter in detail.
- Installed new outside camera at Hampton.
- Installed new outside cameras at Forest City and Northwoods.
- The annual public housing unit inspections are starting in July.
- We are proposing a new holiday schedule for NIRHA. We are matching the 11 federal holidays plus the day after Thanksgiving and Christmas Eve.
- Attended Cerro Gordo Board of Supervisors meeting on July 20 and 27.

# 2026 Public Housing Annual Inspections

| Site | Date | Time | # of Units |
|---|---|---|---|
| Algona | 8/26/2026 | 11:00 AM | 14 |
| Britt | 8/26/2026 | 8:30 AM | 6 |
| Clear Lake | 8/19/2026 | 9:00 AM | 10 |
| Forest City | 7/22/2026 | 9:30 AM | 16 |
| Hampton | 8/12/2026 | 9:00 AM | 27 |
| Manly | 9/2/2026 | 10:30 AM | 12 |
| Northwood | 9/2/2026 | 9:00 AM | 8 |
| Osage | 7/29/2026 | 8:30 AM | 10 |
| Rockford | 7/29/2026 | 10:30 AM | 10 |
| Sheffield | 8/12/2026 | 11:00 AM | 8 |

**LOW RENT HOUSING AGENCY OF BANCROFT**
**539 E. RAMSEY**
**BANCROFT, IOWA 50517**
**515-885-2381**
**bancrofthousing@gmail.com**

Rick,

I am following up on our discussion in May regarding North Iowa RHA's willingness to partner with the Low Rent Housing Agency of Bancroft to administer the Project-Based Vouchers (PBVs) following conversion.

We are preparing the RAD application for submission to HUD and need a letter from North Iowa RHA confirming your agency's willingness to administer the PBVs post-conversion. To that end, we have drafted a letter for your review and signature. If the content is acceptable, please print it on your agency's letterhead, sign it, and return it to us at your earliest convenience.

Further down the road, we will also need to discuss and execute an interagency agreement outlining each party's respective roles, responsibilities, and obligations for PBV administration. If North Iowa RHA has an interagency agreement template used with other agencies, please share it with us. Otherwise, we can start with a draft prepared by our RAD consultant.

Please let me know if you have any questions, and thank you for your continued assistance with this application.

Sincerely,
Allison Delgerdhang
Director of Housing

**Please Print on North Iowa Regional Housing Authority letterhead**

[Date]

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
RAD Transaction Management

**Re: Letter of Willingness to Administer RAD Project-Based Voucher HAP Contract — Low Rent Housing Agency of Bancroft, Iowa**

Dear RAD Transaction Manager:

North Iowa Regional Housing Authority (hereinafter "North Iowa RHA" or the "Administering PHA"), a public housing authority organized under the laws of the State of Iowa, submits this letter in accordance with Section 1.9.A of HUD's RAD Notice, PIH 2019-23 (as amended), to confirm its willingness to serve as the Contract Administrator for the Housing Choice Voucher (HCV) Program and to administer the Project-Based Voucher (PBV) Housing Assistance Payment (HAP) contract that will be executed in connection with the proposed Rental Assistance Demonstration (RAD) conversion by the Low Rent Housing Agency of Bancroft, Iowa (hereinafter "Bancroft Housing Agency" or the "Applicant PHA").

North Iowa RHA understands that Bancroft Housing Agency is a Public Housing-only agency seeking to convert its entire public housing portfolio to the RAD PBV component pursuant to PIH 2019-23 and all applicable HUD requirements. Because Bancroft Housing Agency does not administer an HCV program and therefore does not hold Housing Assistance Payment contract authority for project-based vouchers, HUD's RAD Notice requires that a PHA possessing an active HCV program agree to serve as the administering agency for the resulting RAD PBV HAP contract. North Iowa RHA currently administers an HCV program and possesses the administrative capacity and willingness to fulfill this role on behalf of Bancroft Housing Agency.

By executing this letter, North Iowa Regional Housing Authority hereby affirms and agrees to the following:

1. Administration of the RAD PBV HAP Contract. North Iowa RHA agrees to serve as the Contract Administrator / Administering Agency for the RAD PBV HAP contract to be executed between North Iowa RHA and the owner entity that will hold the converted RAD project(s) formerly comprising Bancroft Housing Agency's public housing stock. North Iowa RHA will administer the HAP contract in accordance with 24 C.F.R. Part 983, PIH 2019-23, and all other applicable HUD regulations, notices, and program requirements.
2. HAP Contract Execution. North Iowa RHA agrees to execute the RAD PBV HAP contract with the owner/project owner entity upon successful completion of RAD conversion, closing, and satisfaction of all conditions imposed by HUD.
3. Ongoing PBV Program Obligations. North Iowa RHA understands and accepts that, as the Administering PHA, it will be responsible for all ongoing PBV program administration obligations under the HAP contract, including but not limited to: housing

quality standards (HQS) / NSPIRE inspections, rent reasonableness determinations, income and eligibility reexaminations of assisted households (or coordination thereof), HAP disbursements, and all recordkeeping and reporting requirements imposed by HUD.

4. Coordination with Bancroft Housing Agency. North Iowa RHA agrees to work collaboratively with Bancroft Housing Agency throughout the RAD conversion process, including participation in CHAP application activities, RAD conversion planning, closing preparation, and transition of tenants, as applicable.
5. Compliance with RAD Program Requirements. North Iowa RHA agrees to comply with all RAD program requirements applicable to the Administering PHA as set forth in PIH 2019-23 and any subsequent amendments, waivers, or supplemental guidance issued by HUD.
6. Execution of a Inter-Agency Agreement. North Iowa RHA agrees to enter into a written inter-agency agreement with Bancroft Housing Agency, as may be required or recommended by HUD, documenting the respective roles, responsibilities, and obligations of each party in connection with the RAD PBV conversion and ongoing HAP contract administration.

This letter does not obligate North Iowa RHA to expend funds beyond those authorized under the HAP contract and HCV program allocations. This letter is conditioned upon the execution of a mutually acceptable inter-agency or cooperative agreement between North Iowa RHA and Bancroft Housing Agency, and upon HUD's approval of the RAD conversion.

North Iowa Regional Housing Authority looks forward to supporting Bancroft Housing Agency's RAD conversion and to fulfilling its role as Contract Administrator / Administering Agency. If HUD requires additional information regarding this commitment, please contact me at (641) 423-0897, ext. 3 or at rtoney@nirha.com.

Sincerely,

**Rick Toney**
Executive Director
North Iowa Regional Housing Authority

**Rick Toney**

**From:** northiowatelecom@netamumail.com
**Sent:** Friday, July 17, 2026 8:31 AM
**To:** Rick Toney; Logan Boos
**Cc:** Karri Gansen; Gary Wright
**Subject:** RE: Estimate for new camera for Hampton

new outside camera for Hampton

Good morning, Rick

I can help answer your questions. This equipment is the same brand as the current equipment and therefore is fully compatible with the NVR and your Vortex remote access app. The camera proposed is more expensive than the cameras installed inside the building because it views 360 degrees. It would take two or three conventional cameras to see all of the desired viewing area including the inset where the dumpsters are.

I am the installer who installed the entire Hampton system as well as the Forest City and Northwood cameras this week.

Regards,

Don Heidner
North Iowa Telecom
219 W Kennedy St.
Algona, IA 50511

Cell: 515-341-1754

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**From:** Rick Toney <rtoney@nirha.com>
**Sent:** Friday, July 17, 2026 8:03 AM
**To:** northiowatelecom@netamumail.com; Logan Boos <Lboos@nirha.com>
**Cc:** Karri Gansen <kgansen@nirha.com>; Gary Wright <Gwright@nirha.com>
**Subject:** RE: Estimate for new camera for Hampton

Logan - Is this proposed equipment the same as is currently installed?

Karrie – is this the same equipment and installer you are using at Forest City and Algona?

Thank you!

**Rick Toney**
Executive Director

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**From:** northiowatelecom@netamumail.com <northiowatelecom@netamumail.com>
**Sent:** Thursday, July 16, 2026 7:42 PM
**To:** Logan Boos <lboos@nirha.com>
**Cc:** Karri Gansen <kgansen@nirha.com>; Rick Toney <rtoney@nirha.com>; Gary Wright <gwright@nirha.com>
**Subject:** Estimate for new camera for Hampton

All,

Here's an estimate for installing a fisheye panoramic camera on the north side of the Heritage Place facility at Hampton per Logan's request. This camera would view the entire north entry and parking area as well as the area where the dumpters are.

Don Heidner
North Iowa Telecom
219 W Kennedy St.
Algona, IA 50511

Cell: 515-341-1754

VIVOTEK
A Delta Group Company

V Series

# FE9391-EHV-V2 (1.18 mm)

12MP Fisheye Panoramic AI Camera


## Technical Specifications

| System Information | |
|---|---|
| CPU | Multimedia SoC (System-on-Chip) |
| Flash | 8 GB |
| RAM | 2 GB |

| Camera Specifications | |
|---|---|
| Image Sensor | 1/2.3" Progressive CMOS in 4056x3040 |
| Max. Resolution | 2816x2816 |
| Lens Type | Fixed-focal |
| Focal Length | f = 1.18mm |
| Aperture | F2.18 |
| Iris Type | Fixed iris |
| Field of View | 180° (Horizontal)<br>180° (Vertical)<br>180° (Diagonal) |
| Shutter Time | 1/5 sec. to 1/32,000 sec. |
| WDR Technology | WDR Pro |
| Day/Night | Yes |
| Removable IR-cut filter | Yes |
| Illuminators | Built-in IR illuminators, effective up to 20 meters (50IRE) with Smart IR II, IR LED*4 |
| Minimum Illumination | 0.1 lux @ F2.18 (Color)<br><0.005 lux @ F2.18 (B/W)<br>0 lux with IR illumination on |
| Pan/Tilt/Zoom Functionalities | ePTZ: 12x digital zoom (12x on IE plug-in) |

| | |
|---|---|
| Storage | Seamless Recording to MicroSD/SDHC/SDXC card (1TB capacity supported) and recording to network-attached storage (NAS) |
| Built-in Installation Aids | Pixel calculator |

| Video | |
|---|---|
| Compression | H.265, H.264, MJPEG |
| Maximum Frame Rate | 30fps @ 2816x2816 (WDR off)<br>20fps @ 2816x2816 (WDR on) |
| Maximum Streams | 3 video streams (up to 8 configurable profiles) |
| S/N Ratio | 56.9 dB |
| Dynamic Range | 120 dB |
| Video Streaming | Adjustable resolution, quality and constant bit rate control, Smart Stream III |
| Image Settings | General settings<br>video title and time stamp overlay, video orientation (flip, mirror), day/night settings<br><br>anti-overexposure<br>Image settings<br>white balance, image adjustment (brightness, contrast, saturation, sharpness, gamma curve), defog, 3DNR<br><br>Exposure<br>BLC, exposure control, AE speed adjustment, WDR<br><br>Privacy mask<br>Scheduled profile settings<br>Pixel calculator |
| Display Mode | Client Dewarping<br>Ceiling mounted: 1O Fisheye, 1P Panoramic, 2P Two Panoramics, 1R One Region, 4R Four Regions, 1O3R One Fisheye Three Regions, 1O8R One Fisheye Eight Regions<br>Wall mounted: 1O Fisheye, 1P Panoramic, 1R One Region, 4R Four Regions, 1P2R One Panoramic Two Regions, 1P3R One Panoramic Three Regions, 1O3R, One Fisheye Three Regions<br><br>Local Dewarping<br>Ceiling mounted: 1O Fisheye, 1P Panoramic, 2P Two Panoramics, 1R One Region, 4R Four Regions<br>Wall mounted: 1O Fisheye, 1P Panoramic, 1R One Region, 4R Four Regions |

| Audio | |
|---|---|
| Audio Capability | Two-way Audio (full duplex) |
| Compression | G.711, G.726, MPEG-2 AAC-LC |
| Interface | Built-in microphone<br>External microphone input*<br>External line output*<br>* Requires optional cable |
| Effective Range | 5 meters |

| Network | |
|---|---|
| Users | Live viewing for up to 10 clients |
| Security | Access list, Account block , Audit log, Configurable password strength protection, CSRF protection, Digest authentication, HTTPS , IEEE 802.1x, Secure boot, Session timeout, Signed firmware, Trend Micro IoT Security (Brute force attack event, Cyberattack event, Quarantine event), User access log, User account management |
| Protocols | 802.1X, ARP, Bonjour, CIFS/SMB, DDNS, DHCP, DNS, FTP, HTTP, HTTPS, ICMP, IGMPv3, IPv4, IPv6, NTP, PPPoE, QoS (CoS/DSCP), RTSP/RTP/RTCP, SMTP, SNMP, SSL, TCP/IP, TLS 1.2, UDP, UPnP |

| | |
|---|---|
| Interface | 10 Base-T/100 Base-TX Ethernet (RJ-45)<br>*It is highly recommended to use standard CAT5e & CAT6 cables which are compliant with the 3P/ETL standard. |
| ONVIF | Profile G, S, T,M supported, specification available at www.onvif.org |

## AI Analytics

| | |
|---|---|
| Compute Capability | SoC with built-in hardware deep learning accelerator |
| Vision Object Analytics | Object Detection<br>People, Vehicle (4-wheeled, 2-wheeled), Human / Vehicle Bestshot, Path Extraction<br><br>Attribute Extraction<br>People (gender, clothing color, bag, hat), Vehicle (bike, bus, car, motorcycle, truck, color)<br><br>Human face Bestshot, Re-Search Extraction |
| Application | Deep Learning VCA (Smart Motion Detection, Smart VCA)<br>Smart VCA - Group 1<br>Smart Motion Detection (Five-window video motion detection, People detection, Vehicle detection, Time filter), Smart VCA (Intrusion detection, Loitering detection, Line crossing detection)<br><br>Smart VCA - Group 2<br>Unattended object detection, Missing object detection, Crowd detection |
| Application available with license | Smart VCA - Group 3<br>Running detection, Parking Violation Detection, Restricted Zone Detection<br><br>*Support for more analytic applications and free trial,please visit VIVOTEK website. |
| AI-powered Image Enhancement | Smart IR III |

## Solution Integration

| | |
|---|---|
| VADP Package | Trend Micro IoT Security (3-year free trial) |

## Alarm and Event

| | |
|---|---|
| Event Trigger | Audio detection, camera tampering detection, cybersecurity events (brute force attack event, cyberattack event, quarantine event), digital input, manual trigger, motion detection, periodical trigger, recording notification, SD card life expectancy, shock detection, system boot |
| Event Action | Event notification via audio clip*, digital output, email, HTTP, FTP, NAS server, SD card<br>File upload via email, HTTP, FTP, NAS server, SD card, Camera link |

## General

| | |
|---|---|
| Connectors | RJ-45 cable connector for 10/100 Mbps PoE network connection |
| LED Indicator | System power and status indicator |
| Power Input | IEEE 802.3at PoE Class 4 |
| Power Consumption | Max.22.8W/10.75 W |
| Dimensions | ø 150 x 68.4 mm |
| Weight | 701 g |

| | |
|---|---|
| Certifications | EMC<br>CE (EN 55032 Class A, EN 55024), FCC (FCC Part 15 Subpart B Class A), VCCI (VCCI-CISPR 32 Class A)<br><br>Safety<br>UL (UL 62368-1), CB (IEC/EN 62368-1, IEC/EN 60950-22)<br><br>Environment<br>IK10 (IEC 62262), IP66 (IEC 60529), NEMA (NEMA 250 Type 4X)<br><br>IA<br>BIS (IS 13252)<br><br>*IK10 (Metal Housing) |
| Operating Temperature | Starting Temperature:<br>-20°C ~ 50°C (-4°F ~ 122°F)<br><br>Working Temperature:<br>-40°C ~ 55°C (-40°F ~ 131°F) (IR off)<br>-40°C ~ 50°C (-40°F ~ 122°F) (IR on) |
| Humidity | 90% RH (non-condensing) |

## System Requirements

| | |
|---|---|
| Operating System | Microsoft Windows 10/8/7<br>Mac 10.12 (Chrome only) |
| Web Browser | Chrome 58.0 or above<br>Internet Explorer 11 |
| Other Players | VLC: 1.1.11 or above |

## Included Accessories

| | |
|---|---|
| Packing Contents | Quick installation guide, alignment sticker, screw pack, desiccant bag |

## DORI (EN 62676-4 Standard)

| | |
|---|---|
| Detection (25PPM/ 8PPF) | 30.3 m (99.4 ft) |
| Observation (63PPM/ 19PPF) | 12.0 m (39.4 ft) |
| Recognition (125PPM/ 38PPF) | 6.1 m (20.0 ft) |
| Identification (250PPM/ 76PPF) | 3.0 m (9.8 ft) |

NORTH IOWA TELECOM
515-341-1754

# ESTIMATE

**North Iowa Telecom**
219 W Kennedy Street
Algona, Iowa 50511
United States

BILL TO
**North Iowa Regional Housing Authority**
Karri Gansen
202 1st St. SE, Suite 203
Mason City, Iowa 50401
United States

641-423-0897
kgansen@nirha.com

**Estimate Number:** 2332
**Customer Ref:** Heritage North 365
**Estimate Date:** July 16, 2026
**Valid Until:** August 15, 2026
**Grand Total (USD):** **$1,819.35**

| Product/Service | Quantity | Price | Amount |
|---|---|---|---|
| **FE9391-EHV-V2**<br>Vivotek 12MP Panoramic Dome Camera<br>20M IR, H.265, Outdoor, WDR Pro, 360° | 1 | $1,098.00 | $1,098.00 |
| **AM-525**<br>Mounting adapter for fisheye camera | 1 | $85.00 | $85.00 |
| **AM-412**<br>Vivotek Corner Mount Adapter | 1 | $129.00 | $129.00 |
| **AM-218**<br>Wall-mount bracket | 1 | $58.00 | $58.00 |
| **CAT5e**<br>CAT5e Cable - per ft. | 75 | $0.25 | $18.75 |
| **RJ45-CAT5e**<br>RJ45 Modular Plug for CAT5e cable | 2 | $1.55 | $3.10 |
| **LBR-1**<br>On-site labor / hr<br>Install panoramic 365 camera on NE corner of the dumpster area to view it and all of the north parking/entry area. | 3 | $80.00 | $240.00 |
| **LBR-3**<br>Travel time & mileage | 150 | $1.25 | $187.50 |

**Grand Total (USD):** **$1,819.35**

NORTH IOWA TELECOM
515-341-1754

# ESTIMATE

**North Iowa Telecom**
219 W Kennedy Street
Algona, Iowa 50511
United States

**Notes / Terms**

My contact info:

Don Heidner

515-341-1754

northiowatelecom@netamumail.com

# Proposal for the Installation of Security Cameras

## Purpose

This proposal recommends the installation of security cameras throughout key areas of Forest City to enhance public safety, protect municipal assets, deter criminal activity, and support law enforcement efforts.

## Background

As Forest City continues to grow and attract residents, visitors, and businesses, maintaining a safe and secure environment remains a top priority. Public spaces, parks, parking areas, government facilities, and high-traffic locations can be vulnerable to vandalism, theft, property damage, and other unlawful activities. Modern security camera systems provide an effective tool for monitoring these areas and improving overall community safety.

## Benefits of Security Cameras

### 1. Crime Prevention and Deterrence

Visible security cameras discourage criminal behavior by increasing the likelihood that offenders will be identified and prosecuted. Communities with surveillance systems often experience reductions in vandalism, theft, and other property-related crimes.

### 2. Enhanced Public Safety

Security cameras allow city officials and law enforcement agencies to monitor public areas and respond more quickly to emergencies, suspicious activities, or incidents that may threaten public safety.

### 3. Evidence Collection

Video footage provides valuable evidence for criminal investigations, accident reviews, and insurance claims. High-quality recordings can help identify suspects, verify events, and support legal proceedings.

### 4. Protection of Public Property

Forest City invests significant resources in parks, recreational facilities, public buildings, and infrastructure. Security cameras help protect these assets from vandalism and misuse, reducing repair and replacement costs.

### 5. Increased Community Confidence

Residents, business owners, and visitors often feel safer knowing that public areas are monitored. A visible commitment to security can strengthen community trust and encourage economic development.

### 6. Cost Savings

Preventing vandalism, theft, and property damage can reduce maintenance expenses and law enforcement costs over time. The investment in surveillance technology can provide long-term financial benefits for the city.

## Recommended Locations

The following areas should be considered for camera installation:

- Forest City and Northwood

## Privacy Considerations

All camera installations should comply with applicable laws and regulations regarding privacy and public surveillance. Clear policies should be established concerning footage storage, access, retention, and usage to ensure transparency and public trust.

## Conclusion

The installation of security cameras in Forest City represents a proactive investment in community safety, crime prevention, and protection of public assets. By implementing a strategically placed surveillance system, Forest City can enhance security, support law enforcement efforts, reduce costs associated with vandalism and theft, and provide residents with a safer environment in which to live, work, and visit.
For these reasons, it is recommended that Forest City move forward with the planning and implementation of a comprehensive security camera program.

Forest City – Blue bags; who is throwing trash; who is leaving garbage at the curb; who is using our dumpster; illegal guests – staying overnight

Northwood – People not on lease staying overnight
Smoking within minimum distance of building

Outlook

## Laws

From Gary Wright <Gwright@nirha.com>
Date Wed 6/3/2026 8:05 AM
To Karri Gansen <kgansen@nirha.com>

In Iowa, security cameras are generally legal, but there are important privacy rules that cities, businesses, and homeowners must follow. If Forest City is considering installing public security cameras, these are the key legal considerations:

### 1. Cameras Can Generally Record Public Areas

Iowa law does not prohibit video surveillance in places where people do not have a reasonable expectation of privacy. This includes streets, sidewalks, parking lots, parks, public buildings, and other public spaces.

### 2. Do Not Record Areas Where Privacy Is Expected

Cameras should not be placed where people reasonably expect privacy, such as:

- Bathrooms
- Locker rooms
- Changing rooms
- Bedrooms
- Areas where a person may be disrobing

Iowa law specifically protects against recording people in situations where they have a reasonable expectation of privacy.

### 3. Audio Recording Has Stricter Rules

A major distinction is that Iowa is a **one-party consent state** for audio recordings. Recording conversations is generally legal only when at least one participant in the conversation consents. Secretly recording conversations between other people can create legal problems.

For municipal security cameras, many agencies either:

- Disable audio recording entirely, or
- Post clear notice that audio and video may be recorded.

### 4. Public Notice Is Recommended

Although Iowa law does not always require signs for video surveillance, posting notices such as "Area Under Video Surveillance" is considered a best practice. It increases transparency and reduces privacy concerns.

### 5. Footage Should Be Protected

If Forest City installs cameras, the city should adopt policies addressing:

- Who can view recordings
- How long footage is retained
- When footage may be released
- Cybersecurity protections for stored video

Public entities are expected to use surveillance systems in a professional and responsible manner and to avoid unnecessary intrusions on privacy.

### 6. Government Use Should Have a Clear Purpose

For a city government, cameras should be installed for legitimate public purposes such as:

- Crime prevention
- Protection of public property
- Public safety
- Traffic and facility monitoring
- Evidence collection following incidents

A written surveillance policy helps demonstrate that the system is being used appropriately and consistently.

### Recommendation for Forest City

If Forest City installs security cameras in parks, downtown areas, city buildings, and parking lots, the city should:

1. Record video only in public areas.
2. Avoid recording locations where privacy is expected.
3. Disable audio recording unless there is a specific legal reason to use it.
4. Post surveillance signs.
5. Adopt a written policy governing retention, access, and release of footage.
6. Work with the city attorney to ensure compliance with Iowa law and local ordinances.

---

This information is a general overview, not legal advice. For a city project, consultation with the city attorney before installation is advisable.

NORTH IOWA TELECOM
515-341-1754

# INVOICE

**North Iowa Telecom**
219 W Kennedy Street
Algona, Iowa 50511
United States

BILL TO
**North Iowa Regional Housing Authority**
Karri Gansen
202 1st St. SE, Suite 203
Mason City, Iowa 50401
United States

641-423-0897
kgansen@nirha.com

**Invoice Number:** 1842
**P.O./S.O. Number:** Northwood
**Invoice Date:** July 16, 2026
**Payment Due:** July 31, 2026
**Amount Due (USD):** **$2,394.00**

| Product/Service | Quantity | Price | Amount |
|---|---|---|---|
| **FD-833-HV**<br>VORTEX Premium Cloud Camera, 5MP, Outdoor AI, 30m IR, 2.8mm lens | 1 | $999.00 | $999.00 |
| **AM-21A-V02**<br>Outdoor junction box wall mount accessory | 1 | $60.00 | $60.00 |
| **TEBPC181610-1HF-1**<br>Outdoor weatherproof enclosure with heat and cooling fans. 18"x16"x10" | 1 | $625.00 | $625.00 |
| **SHELF**<br>12" W x 8" D metal vented shelf (for internet modem and router) | 1 | $28.00 | $28.00 |
| **52TG75**<br>MASTER LOCK Padlock: Silver, Unfinished, Stainless Steel, Std Shackle, Boron Alloy | 1 | $29.50 | $29.50 |
| **CAT5e**<br>CAT5e Cable - per ft. | 40 | $0.25 | $10.00 |
| **CAT6A-PATCH2**<br>CAT6A Patch Cable, 2' | 1 | $3.65 | $3.65 |
| **RJ45-CAT5e**<br>RJ45 Modular Plug for CAT5e cable | 2 | $1.55 | $3.10 |
| **MISC-ELECTRICAL**<br>conduit connectors, fittings, cable ties, conduit clamps and screws | 1 | $25.00 | $25.00 |

NORTH IOWA TELECOM
515-341-1754

# INVOICE

**North Iowa Telecom**
219 W Kennedy Street
Algona, Iowa 50511
United States

| Product/Service | Quantity | Price | Amount |
|---|---|---|---|
| **SCHED40**<br>1/2" x 10' Schedule 40 Non-Metallic PVC Conduit, 10' length | 3 | $7.75 | $23.25 |
| **LBR-1**<br>On-site labor / hr<br>Installed Vortex camera, network wiring, weather proof enclosure, setup camera for Vortex direct to cloud service. | 5 | $80.00 | $400.00 |
| **LBR-3**<br>Travel time & mileage | 150 | $1.25 | $187.50 |

| | |
|---|---|
| **Total:** | $2,394.00 |
| **Amount Due (USD):** | **$2,394.00** |

**Notes / Terms**

My contact info:

Don Heidner

515-341-1754

northiowatelecom@netamumail.com

Thank you for your business!

**NORTH IOWA TELECOM**
**515-341-1754**

# INVOICE

**North Iowa Telecom**
219 W Kennedy Street
Algona, Iowa 50511
United States

BILL TO
**North Iowa Regional Housing Authority**
Karri Gansen
202 1st St. SE, Suite 203
Mason City, Iowa 50401
United States

641-423-0897
kgansen@nirha.com

**Invoice Number:** 1841
**P.O./S.O. Number:** Forest City
**Invoice Date:** July 16, 2026
**Payment Due:** July 31, 2026
**Amount Due (USD):** **$3,847.80**

| Product/Service | Quantity | Price | Amount |
|---|---|---|---|
| **FD-833-HV**<br>VORTEX Premium Cloud Camera, 5MP, Outdoor AI, 30m IR, 2.8mm lens | 2 | $999.00 | $1,998.00 |
| **AM-21A-V02**<br>Outdoor junction box wall mount accessory | 2 | $60.00 | $120.00 |
| **TEBPC181610-1HF-1**<br>Outdoor weatherproof enclosure with heat and cooling fans. 18"x16"x10" | 1 | $625.00 | $625.00 |
| **SHELF**<br>12" W x 8" D metal vented shelf (for internet modem and router) | 1 | $28.00 | $28.00 |
| **52TG75**<br>MASTER LOCK Padlock: Silver, Unfinished, Stainless Steel, Std Shackle, Boron Alloy | 1 | $29.50 | $29.50 |
| **CAT5e**<br>CAT5e Cable - per ft. | 140 | $0.25 | $35.00 |
| **CAT6A-PATCH2**<br>CAT6A Patch Cable, 2' | 2 | $3.65 | $7.30 |
| **RJ45-CAT5e**<br>RJ45 Modular Plug for CAT5e cable | 4 | $1.55 | $6.20 |
| **MISC-ELECTRICAL**<br>conduit connectors, fittings, cable ties, conduit clamps and screws | 1 | $30.00 | $30.00 |

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# INVOICE

**North Iowa Telecom**
219 W Kennedy Street
Algona, Iowa 50511
United States

| Product/Service | Quantity | Price | Amount |
|---|---|---|---|
| **SCHED40**<br>1/2" x 10' Schedule 40 Non-Metallic PVC Conduit, 10' length | 2 | $7.75 | $15.50 |
| **NMLT**<br>Non-metallic liquid-tight flexible conduit - per foot | 24 | $1.70 | $40.80 |
| **LBR-1**<br>On-site labor / hr<br>Installed two Vortex cameras, network wiring through attic, weather proof enclosure, setup cameras for Vortex direct to cloud service. | 10 | $80.00 | $800.00 |
| **LBR-3**<br>Travel time & mileage | 90 | $1.25 | $112.50 |

| | |
|---|---|
| **Total:** | $3,847.80 |
| **Amount Due (USD):** | **$3,847.80** |

**Notes / Terms**

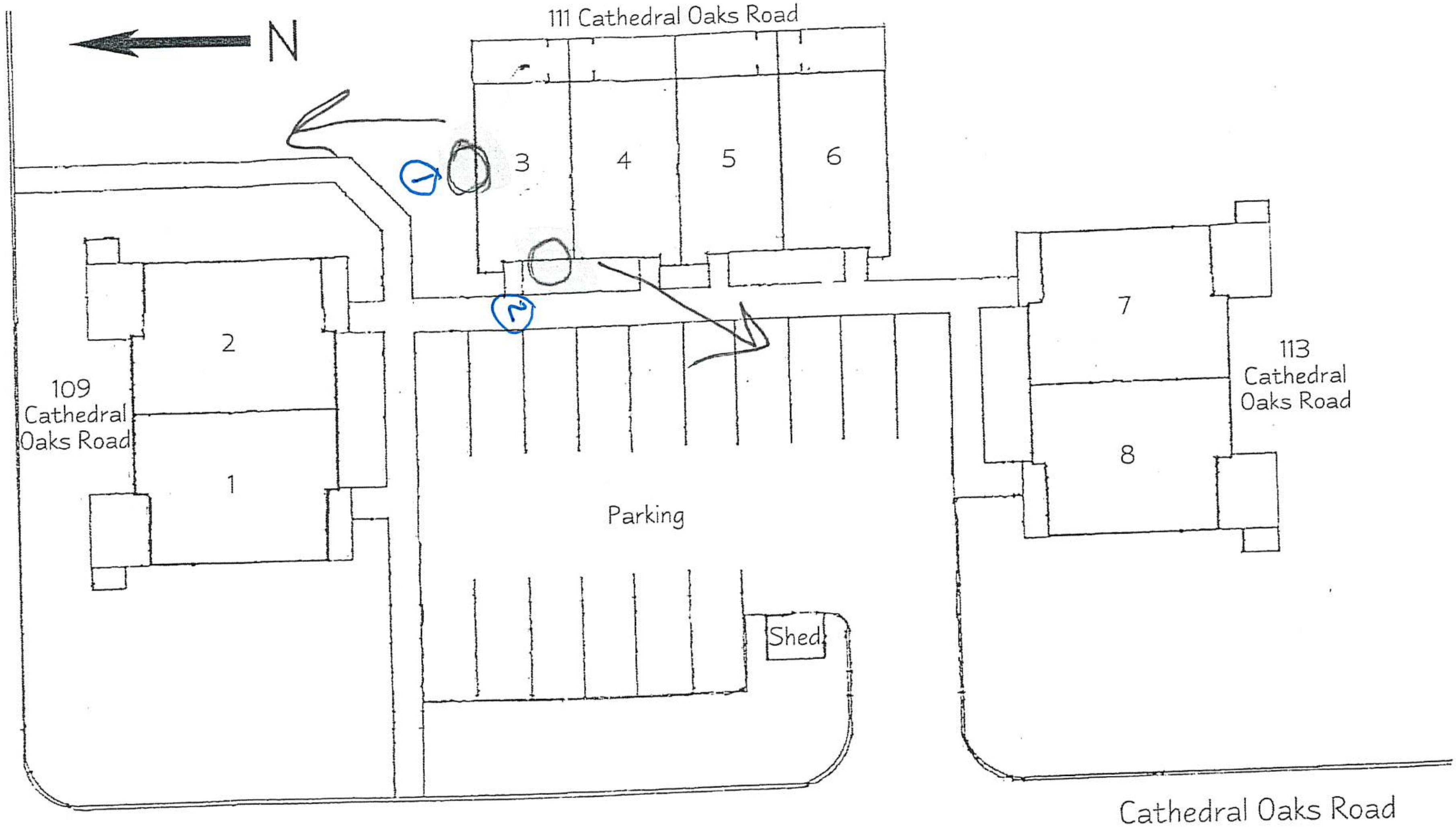
My contact info:

Don Heidner

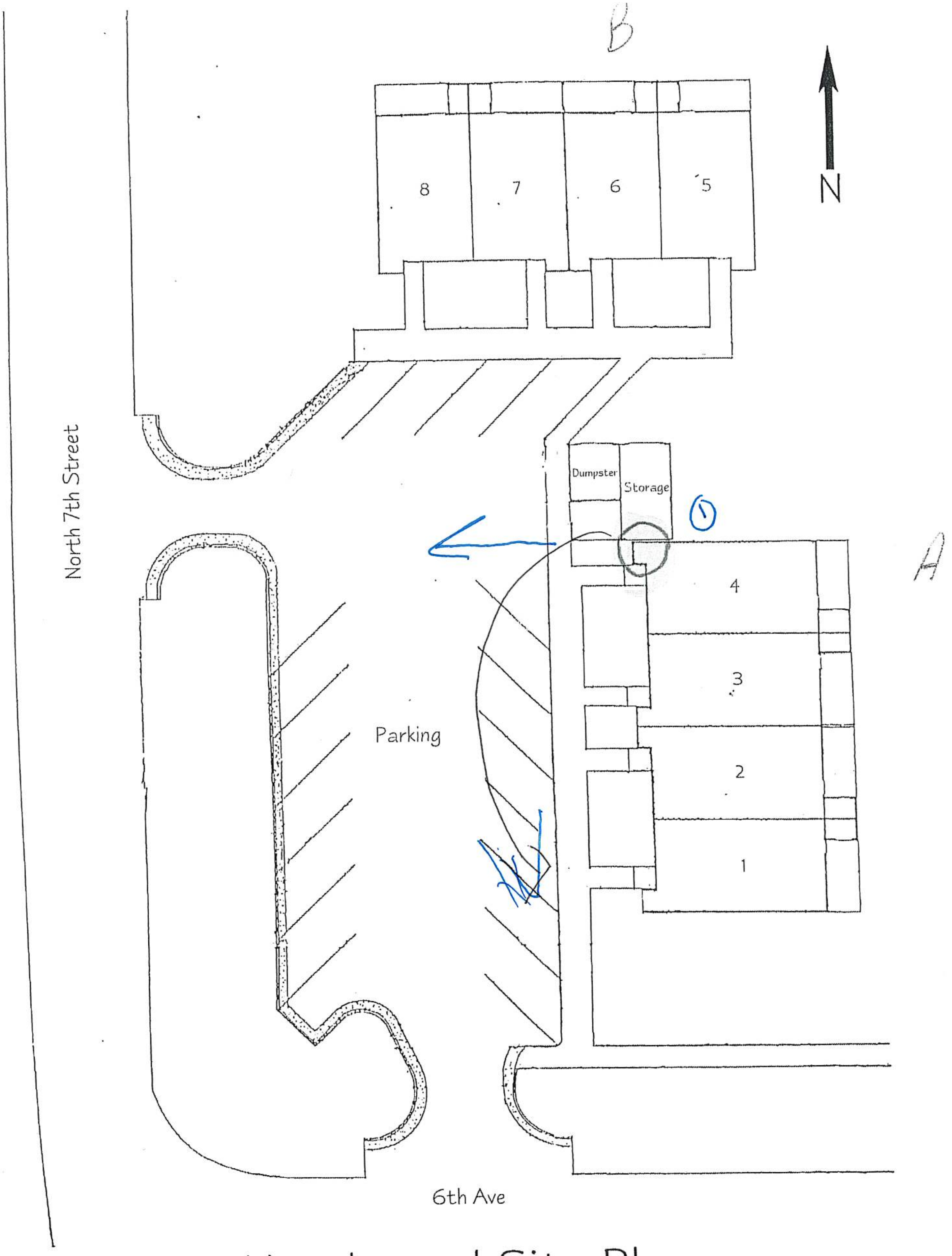
515-341-1754

northiowatelecom@netamumail.com

Thank you for your business!




# Forest City Site Plan B




# Northwood Site Plan

607 North 7th Street

**North Iowa Regional Housing Authority**
**202 First Street SE, Ste. 203, Mason City, IA 50401**
Tuesday June 23, 2026, 9:00 A.M.
Minutes

1. **Opening of Meeting.**
   A. Chairperson Helgeson called the North Iowa Regional Housing Authority regular board meeting to order at 9:00 a.m. via conference call and in office. Public access to the meeting was available via phone and in office.

   **Board Members: Present:** Delegates: Bruce Helgeson, Beth Johnson, Gary Gelner, Enos Loberg, and Kayla Zimmerman. **Alternate:** None. **Absent**: Jessie Willadsen and Dona Nielsen. **By phone:** Yvonne Krukow **Staff:** Rick Toney and Carrie McBride **Guest:** John Olson

   B. Determination of Quorum.
   A quorum was determined.

   C. Recognition of Visitor.
   John Olson of Kronlage and Olson, P.C

   D. Approval of Agenda and Request for Changes/Recording of Agenda.
   Zimmerman moved to approve the agenda as presented. Loberg seconded the motion. All were in favor; none opposed; and none abstained. The motion carried.

   Yvonne Krukow joined the meeting at 9:15 AM

2. **Open Forum.**

3. **Consent Agenda.**
   Zimmerman moved to approve the consent agenda as presented. Johnson seconded the motion. All were in favor; none opposed; and none abstained. The motion carried.

4. **Old Business.**
   A. Minutes
   Zimmerman moved to approve the minutes, financial statements, and bills. Johnson seconded the motion. All were in favor; none opposed; and none abstained. The motion carried.

   B. Financial Statements

   C. Bills

   D. Miscellaneous Communication
   None

5. **New Business.**

   A. Executive Director Rick Toney gave update on the Repositioning update.

   B. Resolution No. 2026-01 updating utility allowances for the Section 8 Housing Choice Voucher program effective August 1, 2026.
   Loberg moved to approve Resolution 2026-01 updating utility allowances for Section 8 Housing Choice Vouchers. Zimmerman seconded the motion. **Roll Call Vote:** Loberg, Johnson, Zimmerman, Gelner, Krukow, and Helgeson were in favor; none opposed; and none abstained. The motion carried.

C. Resolution No. 2026-02 updating the utility allowances for the LIPH program effective August 1, 2026
Zimmerman motioned to approve Resolution No. 2026-02 updating the utility allowances for the LIPH Program effective August 1, 2026. Johnson seconded the motion. **Roll Call Vote:** Loberg, Johnson, Zimmerman, Gelner, Krukow, and Helgeson were in favor; none opposed; and none abstained. The motion carried.

D. Resolution No.2026-03 Five-year PHA Plan.
Loberg motioned to approve Resolution No. 2026-03 Five-year PHA Plan. Zimmerman seconded the motion. **Roll Call Vote:** Loberg, Johnson, Zimmerman, Gelner, Krukow, and Helgeson were in favor; None opposed; and none abstained. The motion carried

E. Resolution No. 2026-04 Audit for FYE September 30, 2025.
Loberg motioned to approve Resolution No. 2026-04 Audit for FYE September 30, 2025. Zimmerman seconded the motion. **Roll Call Vote:** Loberg, Johnson, Zimmerman, Gelner, Krukow, and Helgeson were in favor; none opposed; and none abstained. The motion carried.

F. Postponement of Resolution No. 2026-05 SAC Disposition Actions.
Loberg motioned to approve the postponement of Resolution No.2026-05 SAC Disposition Actions for till September 22, 2026. Zimmerman seconded the motion. All were in favor; none opposed; and none abstained. The motion carried.

**6. Adjourn.**
Loberg moved to adjourn. Johnson seconded the motion. All were in favor; none opposed; and none abstained. The motion carried. Meeting adjourned at 10:10 AM. Next Meeting July 28, 2026.

____________________________ ____________________
Bruce Helgeson, Chairperson Date

____________________________ ____________________
Rick Toney, Executive Director Date

**NORTH IOWA REGIONAL HOUSING AUTHORITY - PH**
**BOARD SUMMARY REPORT**
**DATE** June 2026

| | Current | Fiscal Year Begin Bal | +/- |
|---|---|---|---|
| **Cash & Investments** | | | |
| 1111 Cash General Fund | $ 494,179.08 | $ 772,040.12 | $ (277,861.04) |
| 1114 Sec Deposit Fund | $ 35,189.78 | $ 33,635.07 | $ 1,554.71 |
| 1117 Petty Cash | $ 100.00 | $ 100.00 | $ - |
| 1162 CD | $ 126,321.36 | $ 126,321.36 | $ - |
| 1162.010 CD SD | $ 27,025.38 | $ 27,025.38 | $ - |
| **Total Cash & Investments** | **$ 682,815.60** | **$ 959,121.93** | **$ (276,306.33)** |

| | YTD Balance | Annual Budget | Percent of Budget |
|---|---|---|---|
| **Receipts** | | | |
| Rental Income | $ 214,962.41 | $ 188,179.00 | 114% |
| Other Operating Revenue | $ 290,193.74 | $ 747,741.00 | 39% |
| **Total** | **$ 505,156.15** | **$ 935,920.00** | **54%** |
| | | | |
| **Expenses** | | | |
| Admin Expense | $ 210,205.25 | $ 250,563.00 | 84% |
| Utilities Expense | $ 35,254.53 | $ 59,000.00 | 60% |
| Maintenance Expense | $ 291,631.70 | $ 404,870.00 | 72% |
| General Expense | $ 116,771.38 | $ 87,399.00 | 134% |
| Casualty Loss | $ 28,062.52 | $ - | 0% |
| Leased Amort & Int | $ 10,849.62 | $ 800.00 | 0% |
| Nonroutine Expenses | $ - | $ - | 0% |
| Fixed Assets | $ 71,655.23 | $ - | #DIV/0! |
| Prior Period (Interest 2025 pay to HUD) | $ 28,421.68 | $ - | #DIV/0! |
| **Total Operating Expenses** | **$ 792,851.91** | **$ 802,632.00** | **99%** |
| | | | |
| **Net Income (Loss) from Operations** | **$ (287,695.76)** | **$ 133,288.00** | **-216%** |

| | |
|---|---|
| **Operating Reserve** | |
| **Beginning of Year** | |
| 2810.510 Admin Unrestricted | $ 762,294.19 |
| | |
| Net Income (Loss) from Operations | $ (287,695.76) |
| Equity Transfer Business Activity | $ - |
| Current FY Pension Adjustment | $ - |
| | |
| **Operating Reserve, End of Current Period** | **$ 474,598.43** |

**NORTH IOWA REGIONAL HOUSING AUTHORITY - VOUCHER**
**BOARD SUMMARY REPORT**
**DATE** June 2026

| | Current | Fiscal Year Begin Bal | +/- |
|---|---|---|---|
| **Cash & Investments** | | | |
| 1111 Cash General Fund | $ 476,699.49 | $ 552,522.95 | $ (75,823.46) |
| **Total Cash & Investments** | **$ 476,699.49** | **$ 552,522.95** | **$ (75,823.46)** |

| | YTD Balance | Annual Budget | Percent of Budget |
|---|---|---|---|
| **Receipts** | | | |
| HUD Admin Fees | $ 184,619.00 | $ 285,000.00 | 65% |
| Other Operating Revenue | $ 14,236.37 | $ 10,750.00 | 132% |
| **Total** | **$ 198,855.37** | **$ 295,750.00** | **67%** |
| | | | |
| **Expenses** | | | |
| Admin Expense | $ 201,968.89 | $ 289,955.00 | 70% |
| Utilities Expense | $ - | $ - | |
| Maintenance Expense | $ 1,728.12 | $ 200.00 | 864% |
| General Expense | $ 9,326.86 | $ 14,816.00 | 63% |
| Leased Amort & Int | $ 10,849.62 | $ 800.00 | 1356% |
| **Total Operating Expenses** | **$ 223,873.49** | **$ 305,771.00** | **73%** |
| | | | |
| **Net Income (Loss) from Operations** | **$ (25,018.12)** | **$ (10,021.00)** | **250%** |

| | |
|---|---|
| **Operating Reserve** | |
| **Beginning of Year** | |
| 2810.002 Admin Reserve | $ 527,698.62 |
| | |
| Net Income (Loss) from Operations | $ (25,018.12) |
| Current FY Pension Adjustment | $ - |
| | |
| **Operating Reserve, End of Current Period** | **$ 502,680.50** |

# North Iowa Regional Housing Authority
## Check Register

All Bank Accounts

June 1, 2026 - June 30, 2026

| Check Number | Check Date | Payee | Amount |
|---|---|---|---|
| **Payroll Direct Deposit** | | | |
| 10567 | 06/05/26 | Boos, Logan J | 1,546.13 |
| 10568 | 06/05/26 | Carballo, Carmen N | 1,777.09 |
| 10569 | 06/05/26 | Gansen, Karri S | 1,747.50 |
| 10570 | 06/05/26 | McBride, Carrie L | 1,486.50 |
| 10571 | 06/05/26 | Toney, Ricky W | 1,981.99 |
| 10572 | 06/05/26 | Wright, Gary C | 1,481.33 |
| 10614 | 06/18/26 | Boos, Logan J | 1,478.57 |
| 10615 | 06/18/26 | Carballo, Carmen N | 1,748.10 |
| 10616 | 06/18/26 | Gansen, Karri S | 1,827.64 |
| 10617 | 06/18/26 | McBride, Carrie L | 1,536.62 |
| 10618 | 06/18/26 | Toney, Ricky W | 1,981.99 |
| 10619 | 06/18/26 | Wright, Gary C | 1,506.53 |
| | | **Payroll Direct Deposit Total** | 20,099.99 |
| **Vendor Checks** | | | |
| 10573 | 06/08/26 | A&M Electric Inc | 168.69 |
| 10574 | 06/08/26 | Algona Municipal Utilities 1 | 94.96 |
| 10575 | 06/08/26 | Algona Plumbing & Heating, LLC | 1,651.65 |
| 10576 | 06/08/26 | Alliant Energy/IPL | 361.17 |
| 10577 | 06/08/26 | Black Hills Energy | 31.85 |
| 10578 | 06/08/26 | Bomgaars | 57.76 |
| 10579 | 06/08/26 | Brett A Austin | 980.00 |
| 10580 | 06/08/26 | Caleb White | 625.00 |
| 10581 | 06/08/26 | Central Lock Security | 15.00 |
| 10582 | 06/08/26 | City of Forest City | 54.01 |
| 10583 | 06/08/26 | City of Manly Utility | 658.84 |
| 10584 | 06/08/26 | City of Northwood | 138.14 |
| 10585 | 06/08/26 | City of Rockford | 175.53 |
| 10586 | 06/08/26 | Culligan Water | 37.51 |
| 10587 | 06/08/26 | Finley Law Firm, P.C. | 1,222.00 |
| 10588 | 06/08/26 | Fo Concrete and Construction | 6,160.00 |
| 10589 | 06/08/26 | Gary Gelner | 44.95 |
| 10590 | 06/08/26 | Gary Sheppard | 640.00 |
| 10591 | 06/08/26 | Hampton Hardware | 49.97 |
| 10592 | 06/08/26 | Hawkins Ash CPAs | 2,124.00 |
| 10593 | 06/08/26 | HDSUPPLY | 140.33 |
| 10594 | 06/08/26 | Hjelmeland Flooring Inc | 2,988.92 |
| 10595 | 06/08/26 | Karri Gansen | 116.73 |
| 10596 | 06/08/26 | Kronlage & Olson PC | 4,500.00 |
| 10597 | 06/08/26 | LBL Hardware Inc | 44.00 |
| 10598 | 06/08/26 | Menards - Mason City | 124.95 |
| 10599 | 06/08/26 | Mid American Energy Company | 46.91 |
| 10600 | 06/08/26 | North Iowa Telecom | 2,814.50 |
| 10601 | 06/08/26 | Northwood Electric Inc. | 281.58 |
| 10602 | 06/08/26 | Northwood Sanitation, LLC | 410.00 |
| 10603 | 06/08/26 | Osage Municipal Utilities | 67.24 |
| 10604 | 06/08/26 | Plumb Supply Company | 186.01 |
| 10605 | 06/08/26 | Pollard Pest Control & Lawn Care Co. | 5,324.00 |
| 10606 | 06/08/26 | Reliable1 | 730.39 |
| 10607 | 06/08/26 | River City Communications, Inc | 59.00 |
| 10608 | 06/08/26 | Skyblue Solutions | 240.35 |
| 10609 | 06/08/26 | Steven Giles | 80.00 |
| 10610 | 06/08/26 | Sunde Services, LLC | 1,267.50 |
| 10611 | 06/08/26 | TQ Technologies | 146.40 |
| 10612 | 06/08/26 | Trading Post | 596.87 |
| 10613 | 06/08/26 | Zilges Appliance Center | 5,070.00 |
| 10620 | 06/21/26 | Access Systems Leasing | 404.85 |
| 10621 | 06/21/26 | Alliant Energy/IPL | 30.65 |

# North Iowa Regional Housing Authority
## Check Register
All Bank Accounts
June 1, 2026 - June 30, 2026

| Check Number | Check Date | Payee | Amount |
|---|---|---|---|
| 10622 | 06/21/26 | Black Hills Energy | 3.61 |
| 10623 | 06/21/26 | Blazek Electric | 101.76 |
| 10624 | 06/21/26 | Bomgaars | 84.16 |
| 10625 | 06/21/26 | Brett A Austin | 342.66 |
| 10626 | 06/21/26 | BRIC MC LLC | 2,842.00 |
| 10627 | 06/21/26 | Central Lock Security | 82.00 |
| 10628 | 06/21/26 | D&L Sanitation | 160.00 |
| 10629 | 06/21/26 | Eileen Holm | 300.00 |
| 10630 | 06/21/26 | Fo Concrete and Construction | 13,489.27 |
| 10631 | 06/21/26 | Hayley Naher | 292.86 |
| 10632 | 06/21/26 | HDSUPPLY | 490.92 |
| 10633 | 06/21/26 | Logan Boos | 200.00 |
| 10634 | 06/21/26 | Nuehring's Lawn & Tree Service Inc. | 480.00 |
| 10635 | 06/21/26 | Paymentus | 49.95 |
| 10636 | 06/21/26 | RICK TONEY | 65.00 |
| 10637 | 06/21/26 | River City Communications, Inc | 300.00 |
| 10638 | 06/21/26 | Spahn & Rose Lumber Co | 7,876.00 |
| 10639 | 06/21/26 | Sunde Services, LLC | 870.00 |
| EFT | 06/21/26 | First Citizens Bank | 224.94 |
| EFT | 06/21/26 | First Citizens Bank | 1,978.03 |
| EFT | 06/21/26 | First Citizens Bank | 498.50 |
| EFT | 06/21/26 | Clear Lake Sanitary District | 26.18 |
| EFT | 06/21/26 | Clear Lake Sanitary District | 24.26 |
| EFT | 06/21/26 | Clear Lake Sanitary District | 28.42 |
| EFT | 06/21/26 | Clear Lake Sanitary District | 30.34 |
| EFT | 06/21/26 | Clear Lake Sanitary District | 23.26 |
| EFT | 06/21/26 | Clear Lake Sanitary District | 30.98 |
| EFT | 06/21/26 | Clear Lake Sanitary District | 26.50 |
| EFT | 06/21/26 | Clear Lake Sanitary District | 26.18 |
| EFT | 06/21/26 | Clear Lake Sanitary District | 27.78 |
| EFT | 06/21/26 | Clear Lake Sanitary District | 25.54 |
| EFT | 06/21/26 | Health Partners | 4,810.60 |
| EFT | 06/21/26 | Mid American Energy Company | 1,364.23 |
| EFT | 06/21/26 | Wellmark | 272.93 |
| EFT | 06/08/26 | Verizon | 272.83 |
| EFT | 06/08/26 | Principal Life Insurance Company | 517.39 |
| EFT | 06/08/26 | Online Information Services Inc | 195.50 |
| EFT | 06/08/26 | City of Hampton | 1,598.65 |
| EFT | 06/08/26 | Century Link | 203.50 |
| EFT | 06/08/26 | Aflac | 150.44 |
| | | **Vendor Check Total** | 81,349.38 |
| | | **Check List Total** | 101,449.37 |

Check count = 95

## North Iowa Regional Housing Authority
## Purchases Journal - Condensed

June 1, 2026 - June 30, 2026

| | Account | Account Description | Amount |
|---|---|---|---|
| **2986996640** | | **Alliant Energy/IPL** | |
| | 4320.030 | Electricity - Clear Lake | 4.86 |
| | 4320.060 | Electricity - Manly | 126.68 |
| | 4320.070 | Electricity - Northwood | 75.68 |
| | 4330.020 | Gas - Britt | 50.91 |
| | 4330.060 | Gas - Manly | 93.83 |
| | 4330.070 | Gas - Northwood | 39.86 |
| | | **Total for Alliant Energy/IPL** | 391.82 |
| **A&M** | | **A&M Electric Inc** | |
| | 4430.60 | ELECTRICAL CONTRACT | 168.69 |
| | | **Total for A&M Electric Inc** | 168.69 |
| **ACCESS** | | **Access Systems Leasing** | |
| | 1295.002 | Inter-Program with Voucher | 202.42 |
| | 4190.90 | ADMIN SERVICE CONTRACT | 202.43 |
| | | **Total for Access Systems Leasing** | 404.85 |
| **Algona Plum** | | **Algona Plumbing & Heating, LLC** | |
| | 4430.70 | PLUMBING CONTRACT | 1,651.65 |
| | | **Total for Algona Plumbing & Heating, LLC** | 1,651.65 |
| **AMU** | | **Algona Municipal Utilities 1** | |
| | 4310.010 | Water - Algona | 26.54 |
| | 4320.010 | Electricity - Algona | 26.33 |
| | 4390.010 | Sewer - Algona | 42.09 |
| | | **Total for Algona Municipal Utilities 1** | 94.96 |
| **Austin, Bre** | | **Brett A Austin** | |
| | 4430.70 | PLUMBING CONTRACT | 1,322.66 |
| | | **Total for Brett A Austin** | 1,322.66 |
| **BLACKHILL** | | **Black Hills Energy** | |
| | 4330.040 | Gas - Forest City | 35.46 |
| | | **Total for Black Hills Energy** | 35.46 |
| **BLAZEK** | | **Blazek Electric** | |
| | 4430.60 | ELECTRICAL CONTRACT | 101.76 |
| | | **Total for Blazek Electric** | 101.76 |
| **BOMGAARS** | | **Bomgaars** | |
| | 4420.00 | MAINTENANCE MATERIALS | 141.92 |
| | | **Total for Bomgaars** | 141.92 |
| **BRIC MC LLC** | | **BRIC MC LLC** | |
| | 1295.002 | Inter-Program with Voucher | 1,421.00 |
| | 4180.00 | OFFICE RENT EXPENSE | 1,421.00 |
| | | **Total for BRIC MC LLC** | 2,842.00 |
| **CAleb Whirt** | | **Caleb White** | |
| | 4430.40 | LANDSCAPE & GROUNDS CONTRACT | 625.00 |
| | | **Total for Caleb White** | 625.00 |
| **CENTRAL** | | **Central Lock Security** | |
| | 4430.00 | CONTRACT COSTS-MISC MAINT | 15.00 |
| | 4430.40 | LANDSCAPE & GROUNDS CONTRACT | 82.00 |
| | | **Total for Central Lock Security** | 97.00 |
| **CITYOFFOR** | | **City of Forest City** | |

| | Account | Account Description | | Amount |
|---|---|---|---|---|
| | 4320.040 | Electricity - Forest City | | 37.41 |
| | 4390.040 | Sewer - Forest City | | 16.60 |
| | | | **Total for City of Forest City** | 54.01 |
| **CITYOFMAN** | | **City of Manly Utility** | | |
| | 4310.060 | Water - Manly | | 180.00 |
| | 4390.060 | Sewer - Manly | | 310.84 |
| | 4431.00 | GARBAGE & TRASH REMOVAL | | 168.00 |
| | | | **Total for City of Manly Utility** | 658.84 |
| **CITYOFNOR** | | **City of Northwood** | | |
| | 4310.070 | Water - Northwood | | 20.14 |
| | 4390.070 | Sewer - Northwood | | 24.00 |
| | 4431.00 | GARBAGE & TRASH REMOVAL | | 94.00 |
| | | | **Total for City of Northwood** | 138.14 |
| **CITYOFROCK** | | **City of Rockford** | | |
| | 4310.090 | Water - Rockford | | 15.25 |
| | 4320.090 | Electricity - Rockford | | 73.79 |
| | 4390.090 | Sewer - Rockford | | 21.30 |
| | 4431.00 | GARBAGE & TRASH REMOVAL | | 65.19 |
| | | | **Total for City of Rockford** | 175.53 |
| **Culligan Wa** | | **Culligan Water** | | |
| | 4420.00 | MAINTENANCE MATERIALS | | 37.51 |
| | | | **Total for Culligan Water** | 37.51 |
| **D&L** | | **D&L Sanitation** | | |
| | 4431.00 | GARBAGE & TRASH REMOVAL | | 160.00 |
| | | | **Total for D&L Sanitation** | 160.00 |
| **EILEENHOLM** | | **Eileen Holm** | | |
| | 4430.90 | JANITORIAL CONTRACT | | 300.00 |
| | | | **Total for Eileen Holm** | 300.00 |
| **FINLEYLAW** | | **Finley Law Firm, P.C.** | | |
| | 4130.00 | LEGAL EXPENSE | | 1,222.00 |
| | | | **Total for Finley Law Firm, P.C.** | 1,222.00 |
| **FOCONCRETE** | | **Fo Concrete and Construction** | | |
| | 4430.40 | LANDSCAPE & GROUNDS CONTRACT | | 6,160.00 |
| | 4620.030 | | | 13,489.27 |
| | | | **Total for Fo Concrete and Construction** | 19,649.27 |
| **GARYGElner** | | **Gary Gelner** | | |
| | 1295.002 | Inter-Program with Voucher | | 22.47 |
| | 4150.00 | TRAVEL | | 22.48 |
| | | | **Total for Gary Gelner** | 44.95 |
| **GARYSHEP** | | **Gary Sheppard** | | |
| | 4430.90 | JANITORIAL CONTRACT | | 640.00 |
| | | | **Total for Gary Sheppard** | 640.00 |
| **HAMPTONHARD** | | **Hampton Hardware** | | |
| | 4420.00 | MAINTENANCE MATERIALS | | 49.97 |
| | | | **Total for Hampton Hardware** | 49.97 |
| **HAWKINS** | | **Hawkins Ash CPAs** | | |
| | 1295.002 | Inter-Program with Voucher | | 1,061.00 |

| Account | Account Description | | Amount |
|---|---|---|---|
| 4170.00 | FEE ACCOUNTANT | | 1,063.00 |
| | | **Total for Hawkins Ash CPAs** | 2,124.00 |
| **Hayley Nahe** | **Hayley Naher** | | |
| 4420.00 | MAINTENANCE MATERIALS | | 292.86 |
| | | **Total for Hayley Naher** | 292.86 |
| **HDSUPPLY** | **HDSUPPLY** | | |
| 4420.00 | MAINTENANCE MATERIALS | | 631.25 |
| | | **Total for HDSUPPLY** | 631.25 |
| **HJELM** | **Hjelmeland Flooring Inc** | | |
| 4430.00 | CONTRACT COSTS-MISC MAINT | | 2,988.92 |
| | | **Total for Hjelmeland Flooring Inc** | 2,988.92 |
| **KARRIGANSEN** | **Karri Gansen** | | |
| 4150.00 | TRAVEL | | 116.73 |
| | | **Total for Karri Gansen** | 116.73 |
| **KRONLAGE** | **Kronlage & Olson PC** | | |
| 1295.002 | Inter-Program with Voucher | | 3,465.00 |
| 4171.00 | AUDITING FEES | | 1,035.00 |
| | | **Total for Kronlage & Olson PC** | 4,500.00 |
| **LARSON'S** | **LBL Hardware Inc** | | |
| 4420.00 | MAINTENANCE MATERIALS | | 44.00 |
| | | **Total for LBL Hardware Inc** | 44.00 |
| **LOgan Boos** | **Logan Boos** | | |
| 1295.002 | Inter-Program with Voucher | | 10.00 |
| 4150.00 | TRAVEL | | 190.00 |
| | | **Total for Logan Boos** | 200.00 |
| **MENARDS** | **Menards - Mason City** | | |
| 4420.00 | MAINTENANCE MATERIALS | | 124.95 |
| | | **Total for Menards - Mason City** | 124.95 |
| **MIDAMERICAN** | **Mid American Energy Company** | | |
| 4330.01 | Gas - Algona | | 46.91 |
| | | **Total for Mid American Energy Company** | 46.91 |
| **NORTHIOWATE** | **North Iowa Telecom** | | |
| 4190.90 | ADMIN SERVICE CONTRACT | | 2,814.50 |
| | | **Total for North Iowa Telecom** | 2,814.50 |
| **NORTHWOOD** | **Northwood Sanitation, LLC** | | |
| 4431.00 | GARBAGE & TRASH REMOVAL | | 410.00 |
| | | **Total for Northwood Sanitation, LLC** | 410.00 |
| **Northwood E** | **Northwood Electric Inc.** | | |
| 4430.60 | ELECTRICAL CONTRACT | | 281.58 |
| | | **Total for Northwood Electric Inc.** | 281.58 |
| **NUEHRINGS** | **Nuehring's Lawn & Tree Service Inc.** | | |
| 4430.40 | LANDSCAPE & GROUNDS CONTRACT | | 480.00 |
| | | **Total for Nuehring's Lawn & Tree Service Inc.** | 480.00 |
| **OSAGEMUNICI** | **Osage Municipal Utilities** | | |
| 4310.080 | Water - Osage | | 5.30 |

| Account | Account Description | | Amount |
|---|---|---|---|
| 4320.080 | Electricity - Osage | | 23.27 |
| 4330.080 | Gas - Osage | | 22.67 |
| 4390.080 | Sewer - Osage | | 6.00 |
| 4431.00 | GARBAGE & TRASH REMOVAL | | 10.00 |
| | | **Total for Osage Municipal Utilities** | 67.24 |
| **Paymentus** | **Paymentus** | | |
| 1295.002 | Inter-Program with Voucher | | 24.97 |
| 4190.00 | SUNDRY-OTHER ADMIN EXPENSE | | 24.98 |
| | | **Total for Paymentus** | 49.95 |
| **PLUMBSUPPLY** | **Plumb Supply Company** | | |
| 4420.00 | MAINTENANCE MATERIALS | | 186.01 |
| | | **Total for Plumb Supply Company** | 186.01 |
| **POLLARD** | **Pollard Pest Control & Lawn Care Co.** | | |
| 4430.80 | EXTERMINATION CONTRACT | | 5,324.00 |
| | | **Total for Pollard Pest Control & Lawn Care Co.** | 5,324.00 |
| **Reliable** | **Reliable1** | | |
| 4430.70 | PLUMBING CONTRACT | | 730.39 |
| | | **Total for Reliable1** | 730.39 |
| **RICK TONEY** | **RICK TONEY** | | |
| 1295.002 | Inter-Program with Voucher | | 32.50 |
| 4190.00 | SUNDRY-OTHER ADMIN EXPENSE | | 32.50 |
| | | **Total for RICK TONEY** | 65.00 |
| **RIVERCITY** | **River City Communications, Inc** | | |
| 4430.00 | CONTRACT COSTS-MISC MAINT | | 359.00 |
| | | **Total for River City Communications, Inc** | 359.00 |
| **SkyBlue by** | **Skyblue Solutions** | | |
| 1295.002 | Inter-Program with Voucher | | 120.17 |
| 4191.00 | Telephone | | 120.18 |
| | | **Total for Skyblue Solutions** | 240.35 |
| **SPAHN** | **Spahn & Rose Lumber Co** | | |
| 1400.075 | Fixed Assets - Building Improvements | | 7,876.00 |
| | | **Total for Spahn & Rose Lumber Co** | 7,876.00 |
| **STEVEn Gile** | **Steven Giles** | | |
| 4430.40 | LANDSCAPE & GROUNDS CONTRACT | | 80.00 |
| | | **Total for Steven Giles** | 80.00 |
| **SUNDE** | **Sunde Services, LLC** | | |
| 4430.40 | LANDSCAPE & GROUNDS CONTRACT | | 2,137.50 |
| | | **Total for Sunde Services, LLC** | 2,137.50 |
| **TQ TECH** | **TQ Technologies** | | |
| 4160 | Software | | 146.40 |
| | | **Total for TQ Technologies** | 146.40 |
| **Trading Pos** | **Trading Post** | | |
| 4420.00 | MAINTENANCE MATERIALS | | 596.87 |
| | | **Total for Trading Post** | 596.87 |
| **Zilges Appl** | **Zilges Appliance Center** | | |
| 4420.00 | MAINTENANCE MATERIALS | | 5,070.00 |

| Account | Account Description | | Amount |
|---|---|---|---|
| | | **Total for Zilges Appliance Center** | 5,070.00 |
| | | **Total Purchases** | 68,992.40 |

| Date | Due Date | Discount Exp Date | Reference | Gross Amount | Discount Amount | Net Amount | Discount Taken | Paid Amount | Open Amount |
|---|---|---|---|---|---|---|---|---|---|
| **2986996640** | | **Alliant Energy/IPL** | | | | | | | |
| 06/08/26 | 06/08/26 | | 6155941000 | 197.04 | 0.00 | 197.04 | 0.00 | (197.04) | 0.00 |
| 06/08/26 | 06/08/26 | | 8345746994 | 23.47 | 0.00 | 23.47 | 0.00 | (23.47) | 0.00 |
| 06/08/26 | 06/08/26 | | | 25.12 | 0.00 | 25.12 | 0.00 | (25.12) | 0.00 |
| 06/08/26 | 06/08/26 | | | 115.54 | 0.00 | 115.54 | 0.00 | (115.54) | 0.00 |
| 06/21/26 | 06/21/26 | | | 25.79 | 0.00 | 25.79 | 0.00 | (25.79) | 0.00 |
| 06/21/26 | 06/21/26 | | | 4.86 | 0.00 | 4.86 | 0.00 | (4.86) | 0.00 |
| | | | **Totals for Alliant Energy/IPL** | 391.82 | 0.00 | 391.82 | 0.00 | (391.82) | 0.00 |
| **A&M** | | **A&M Electric Inc** | | | | | | | |
| 06/08/26 | 06/08/26 | | 18928 | 168.69 | 0.00 | 168.69 | 0.00 | (168.69) | 0.00 |
| | | | **Totals for A&M Electric Inc** | 168.69 | 0.00 | 168.69 | 0.00 | (168.69) | 0.00 |
| **ACCESS** | | **Access Systems Leasing** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 404.85 | 0.00 | 404.85 | 0.00 | (404.85) | 0.00 |
| | | | **Totals for Access Systems Leasing** | 404.85 | 0.00 | 404.85 | 0.00 | (404.85) | 0.00 |
| **Algona Plum** | | **Algona Plumbing & Heating, LLC** | | | | | | | |
| 06/08/26 | 06/08/26 | | 41842 | 100.00 | 0.00 | 100.00 | 0.00 | (100.00) | 0.00 |
| 06/08/26 | 06/08/26 | | 41881 | 1,298.85 | 0.00 | 1,298.85 | 0.00 | (1,298.85) | 0.00 |
| 06/08/26 | 06/08/26 | | 41869 | 252.80 | 0.00 | 252.80 | 0.00 | (252.80) | 0.00 |
| | | | **Totals for Algona Plumbing & Heating, LLC** | 1,651.65 | 0.00 | 1,651.65 | 0.00 | (1,651.65) | 0.00 |
| **AMU** | | **Algona Municipal Utilities 1** | | | | | | | |
| 06/08/26 | 06/08/26 | | 51498024 | 94.96 | 0.00 | 94.96 | 0.00 | (94.96) | 0.00 |
| | | | **Totals for Algona Municipal Utilities 1** | 94.96 | 0.00 | 94.96 | 0.00 | (94.96) | 0.00 |
| **Austin, Bre** | | **Brett A Austin** | | | | | | | |
| 06/08/26 | 06/08/26 | | 780921 | 280.00 | 0.00 | 280.00 | 0.00 | (280.00) | 0.00 |
| 06/08/26 | 06/08/26 | | 780915 | 700.00 | 0.00 | 700.00 | 0.00 | (700.00) | 0.00 |
| 06/21/26 | 06/21/26 | | | 242.66 | 0.00 | 242.66 | 0.00 | (242.66) | 0.00 |
| 06/21/26 | 06/21/26 | | | 100.00 | 0.00 | 100.00 | 0.00 | (100.00) | 0.00 |
| | | | **Totals for Brett A Austin** | 1,322.66 | 0.00 | 1,322.66 | 0.00 | (1,322.66) | 0.00 |
| **BLACKHILL** | | **Black Hills Energy** | | | | | | | |
| 06/08/26 | 06/08/26 | | 3226 7021 41 | 31.85 | 0.00 | 31.85 | 0.00 | (31.85) | 0.00 |
| 06/21/26 | 06/21/26 | | | 3.61 | 0.00 | 3.61 | 0.00 | (3.61) | 0.00 |
| | | | **Totals for Black Hills Energy** | 35.46 | 0.00 | 35.46 | 0.00 | (35.46) | 0.00 |
| **BLAZEK** | | **Blazek Electric** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 101.76 | 0.00 | 101.76 | 0.00 | (101.76) | 0.00 |
| | | | **Totals for Blazek Electric** | 101.76 | 0.00 | 101.76 | 0.00 | (101.76) | 0.00 |
| **BOMGAARS** | | **Bomgaars** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 57.76 | 0.00 | 57.76 | 0.00 | (57.76) | 0.00 |
| 06/21/26 | 06/21/26 | | | 84.16 | 0.00 | 84.16 | 0.00 | (84.16) | 0.00 |
| | | | **Totals for Bomgaars** | 141.92 | 0.00 | 141.92 | 0.00 | (141.92) | 0.00 |
| **BRIC MC LLC** | | **BRIC MC LLC** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 2,842.00 | 0.00 | 2,842.00 | 0.00 | (2,842.00) | 0.00 |
| | | | **Totals for BRIC MC LLC** | 2,842.00 | 0.00 | 2,842.00 | 0.00 | (2,842.00) | 0.00 |
| **CAleb Whirt** | | **Caleb White** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 625.00 | 0.00 | 625.00 | 0.00 | (625.00) | 0.00 |
| | | | **Totals for Caleb White** | 625.00 | 0.00 | 625.00 | 0.00 | (625.00) | 0.00 |
| **CENTRAL** | | **Central Lock Security** | | | | | | | |
| 06/08/26 | 06/08/26 | | 123435 | 15.00 | 0.00 | 15.00 | 0.00 | (15.00) | 0.00 |

| Date | Due Date | Discount Exp Date | Reference | Gross Amount | Discount Amount | Net Amount | Discount Taken | Paid Amount | Open Amount |
|---|---|---|---|---|---|---|---|---|---|
| 06/21/26 | 06/21/26 | | | 82.00 | 0.00 | 82.00 | 0.00 | (82.00) | 0.00 |
| | | **Totals for Central Lock Security** | | 97.00 | 0.00 | 97.00 | 0.00 | (97.00) | 0.00 |
| **CITYOFFOR** | | **City of Forest City** | | | | | | | |
| 06/08/26 | 06/08/26 | | 11452900-1 | 29.86 | 0.00 | 29.86 | 0.00 | (29.86) | 0.00 |
| 06/08/26 | 06/08/26 | | 11451600-1 | 24.15 | 0.00 | 24.15 | 0.00 | (24.15) | 0.00 |
| | | **Totals for City of Forest City** | | 54.01 | 0.00 | 54.01 | 0.00 | (54.01) | 0.00 |
| **CITYOFMAN** | | **City of Manly Utility** | | | | | | | |
| 06/08/26 | 06/08/26 | | 4560000 | 658.84 | 0.00 | 658.84 | 0.00 | (658.84) | 0.00 |
| | | **Totals for City of Manly Utility** | | 658.84 | 0.00 | 658.84 | 0.00 | (658.84) | 0.00 |
| **CITYOFNOR** | | **City of Northwood** | | | | | | | |
| 06/08/26 | 06/08/26 | | 210292713 | 77.78 | 0.00 | 77.78 | 0.00 | (77.78) | 0.00 |
| 06/08/26 | 06/08/26 | | 210292118 | 60.36 | 0.00 | 60.36 | 0.00 | (60.36) | 0.00 |
| | | **Totals for City of Northwood** | | 138.14 | 0.00 | 138.14 | 0.00 | (138.14) | 0.00 |
| **CITYOFROCK** | | **City of Rockford** | | | | | | | |
| 06/08/26 | 06/08/26 | | 981000000 | 97.65 | 0.00 | 97.65 | 0.00 | (97.65) | 0.00 |
| 06/08/26 | 06/08/26 | | 98108000 | 51.40 | 0.00 | 51.40 | 0.00 | (51.40) | 0.00 |
| 06/08/26 | 06/08/26 | | 9800001 | 26.48 | 0.00 | 26.48 | 0.00 | (26.48) | 0.00 |
| | | **Totals for City of Rockford** | | 175.53 | 0.00 | 175.53 | 0.00 | (175.53) | 0.00 |
| **Culligan Wa** | | **Culligan Water** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 37.51 | 0.00 | 37.51 | 0.00 | (37.51) | 0.00 |
| | | **Totals for Culligan Water** | | 37.51 | 0.00 | 37.51 | 0.00 | (37.51) | 0.00 |
| **D&L** | | **D&L Sanitation** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 160.00 | 0.00 | 160.00 | 0.00 | (160.00) | 0.00 |
| | | **Totals for D&L Sanitation** | | 160.00 | 0.00 | 160.00 | 0.00 | (160.00) | 0.00 |
| **EILEENHOLM** | | **Eileen Holm** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 300.00 | 0.00 | 300.00 | 0.00 | (300.00) | 0.00 |
| | | **Totals for Eileen Holm** | | 300.00 | 0.00 | 300.00 | 0.00 | (300.00) | 0.00 |
| **FINLEYLAW** | | **Finley Law Firm, P.C.** | | | | | | | |
| 06/08/26 | 06/08/26 | | 526904 | 1,222.00 | 0.00 | 1,222.00 | 0.00 | (1,222.00) | 0.00 |
| | | **Totals for Finley Law Firm, P.C.** | | 1,222.00 | 0.00 | 1,222.00 | 0.00 | (1,222.00) | 0.00 |
| **FOCONCRETE** | | **Fo Concrete and Construction** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 120.00 | 0.00 | 120.00 | 0.00 | (120.00) | 0.00 |
| 06/08/26 | 06/08/26 | | | 6,040.00 | 0.00 | 6,040.00 | 0.00 | (6,040.00) | 0.00 |
| 06/21/26 | 06/21/26 | | | 1,675.00 | 0.00 | 1,675.00 | 0.00 | (1,675.00) | 0.00 |
| 06/21/26 | 06/21/26 | | | 11,814.27 | 0.00 | 11,814.27 | 0.00 | (11,814.27) | 0.00 |
| | | **Totals for Fo Concrete and Construction** | | 19,649.27 | 0.00 | 19,649.27 | 0.00 | (19,649.27) | 0.00 |
| **GARYGElner** | | **Gary Gelner** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 44.95 | 0.00 | 44.95 | 0.00 | (44.95) | 0.00 |
| | | **Totals for Gary Gelner** | | 44.95 | 0.00 | 44.95 | 0.00 | (44.95) | 0.00 |
| **GARYSHEP** | | **Gary Sheppard** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 640.00 | 0.00 | 640.00 | 0.00 | (640.00) | 0.00 |
| | | **Totals for Gary Sheppard** | | 640.00 | 0.00 | 640.00 | 0.00 | (640.00) | 0.00 |
| **HAMPTONHARD** | | **Hampton Hardware** | | | | | | | |
| 06/08/26 | 06/08/26 | | 1841 | 49.97 | 0.00 | 49.97 | 0.00 | (49.97) | 0.00 |
| | | **Totals for Hampton Hardware** | | 49.97 | 0.00 | 49.97 | 0.00 | (49.97) | 0.00 |

| Date | Due Date | Discount Exp Date | Reference | Gross Amount | Discount Amount | Net Amount | Discount Taken | Paid Amount | Open Amount |
|---|---|---|---|---|---|---|---|---|---|
| **HAWKINS** | | **Hawkins Ash CPAs** | | | | | | | |
| 06/08/26 | 06/08/26 | | 3261882 | 340.00 | 0.00 | 340.00 | 0.00 | (340.00) | 0.00 |
| 06/08/26 | 06/08/26 | | 3261639 | 1,063.00 | 0.00 | 1,063.00 | 0.00 | (1,063.00) | 0.00 |
| 06/08/26 | 06/08/26 | | 3261640 | 721.00 | 0.00 | 721.00 | 0.00 | (721.00) | 0.00 |
| | | | **Totals for Hawkins Ash CPAs** | 2,124.00 | 0.00 | 2,124.00 | 0.00 | (2,124.00) | 0.00 |
| **Hayley Nahe** | | **Hayley Naher** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 292.86 | 0.00 | 292.86 | 0.00 | (292.86) | 0.00 |
| | | | **Totals for Hayley Naher** | 292.86 | 0.00 | 292.86 | 0.00 | (292.86) | 0.00 |
| **HDSUPPLY** | | **HDSUPPLY** | | | | | | | |
| 06/08/26 | 06/08/26 | | 449050 | 140.33 | 0.00 | 140.33 | 0.00 | (140.33) | 0.00 |
| 06/21/26 | 06/21/26 | | | 61.19 | 0.00 | 61.19 | 0.00 | (61.19) | 0.00 |
| 06/21/26 | 06/21/26 | | | 429.73 | 0.00 | 429.73 | 0.00 | (429.73) | 0.00 |
| | | | **Totals for HDSUPPLY** | 631.25 | 0.00 | 631.25 | 0.00 | (631.25) | 0.00 |
| **HJELM** | | **Hjelmeland Flooring Inc** | | | | | | | |
| 06/08/26 | 06/08/26 | | 12439 | 2,988.92 | 0.00 | 2,988.92 | 0.00 | (2,988.92) | 0.00 |
| | | | **Totals for Hjelmeland Flooring Inc** | 2,988.92 | 0.00 | 2,988.92 | 0.00 | (2,988.92) | 0.00 |
| **KARRIGANSEN** | | **Karri Gansen** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 116.73 | 0.00 | 116.73 | 0.00 | (116.73) | 0.00 |
| | | | **Totals for Karri Gansen** | 116.73 | 0.00 | 116.73 | 0.00 | (116.73) | 0.00 |
| **KRONLAGE** | | **Kronlage & Olson PC** | | | | | | | |
| 06/08/26 | 06/08/26 | | 6626 | 4,500.00 | 0.00 | 4,500.00 | 0.00 | (4,500.00) | 0.00 |
| | | | **Totals for Kronlage & Olson PC** | 4,500.00 | 0.00 | 4,500.00 | 0.00 | (4,500.00) | 0.00 |
| **LARSON'S** | | **LBL Hardware Inc** | | | | | | | |
| 06/08/26 | 06/08/26 | | 230897 | 44.00 | 0.00 | 44.00 | 0.00 | (44.00) | 0.00 |
| | | | **Totals for LBL Hardware Inc** | 44.00 | 0.00 | 44.00 | 0.00 | (44.00) | 0.00 |
| **LOgan Boos** | | **Logan Boos** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 200.00 | 0.00 | 200.00 | 0.00 | (200.00) | 0.00 |
| | | | **Totals for Logan Boos** | 200.00 | 0.00 | 200.00 | 0.00 | (200.00) | 0.00 |
| **MENARDS** | | **Menards - Mason City** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 124.95 | 0.00 | 124.95 | 0.00 | (124.95) | 0.00 |
| | | | **Totals for Menards - Mason City** | 124.95 | 0.00 | 124.95 | 0.00 | (124.95) | 0.00 |
| **MIDAMERICAN** | | **Mid American Energy Company** | | | | | | | |
| 06/08/26 | 06/08/26 | | 581158763 | 20.74 | 0.00 | 20.74 | 0.00 | (20.74) | 0.00 |
| 06/08/26 | 06/08/26 | | 581158371 | 26.17 | 0.00 | 26.17 | 0.00 | (26.17) | 0.00 |
| | | | **Totals for Mid American Energy Company** | 46.91 | 0.00 | 46.91 | 0.00 | (46.91) | 0.00 |
| **NORTHIOWATE** | | **North Iowa Telecom** | | | | | | | |
| 06/08/26 | 06/08/26 | | 1838 | 2,814.50 | 0.00 | 2,814.50 | 0.00 | (2,814.50) | 0.00 |
| | | | **Totals for North Iowa Telecom** | 2,814.50 | 0.00 | 2,814.50 | 0.00 | (2,814.50) | 0.00 |
| **NORTHWOOD** | | **Northwood Sanitation, LLC** | | | | | | | |
| 06/08/26 | 06/08/26 | | 30252 | 190.00 | 0.00 | 190.00 | 0.00 | (190.00) | 0.00 |
| 06/08/26 | 06/08/26 | | 30251 | 110.00 | 0.00 | 110.00 | 0.00 | (110.00) | 0.00 |
| 06/08/26 | 06/08/26 | | 30250 | 110.00 | 0.00 | 110.00 | 0.00 | (110.00) | 0.00 |
| | | | **Totals for Northwood Sanitation, LLC** | 410.00 | 0.00 | 410.00 | 0.00 | (410.00) | 0.00 |
| **Northwood E** | | **Northwood Electric Inc.** | | | | | | | |
| 06/08/26 | 06/08/26 | | 7841 | 281.58 | 0.00 | 281.58 | 0.00 | (281.58) | 0.00 |
| | | | **Totals for Northwood Electric Inc.** | 281.58 | 0.00 | 281.58 | 0.00 | (281.58) | 0.00 |

| Date | Due Date | Discount Exp Date | Reference | Gross Amount | Discount Amount | Net Amount | Discount Taken | Paid Amount | Open Amount |
|---|---|---|---|---|---|---|---|---|---|
| **NUEHRINGS** | | **Nuehring's Lawn & Tree Service Inc.** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 480.00 | 0.00 | 480.00 | 0.00 | (480.00) | 0.00 |
| | **Totals for Nuehring's Lawn & Tree Service Inc.** | | | 480.00 | 0.00 | 480.00 | 0.00 | (480.00) | 0.00 |
| **OSAGEMUNICI** | | **Osage Municipal Utilities** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 60.74 | 0.00 | 60.74 | 0.00 | (60.74) | 0.00 |
| 06/08/26 | 06/08/26 | | 13529001 | 6.50 | 0.00 | 6.50 | 0.00 | (6.50) | 0.00 |
| | | **Totals for Osage Municipal Utilities** | | 67.24 | 0.00 | 67.24 | 0.00 | (67.24) | 0.00 |
| **Paymentus** | | **Paymentus** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 49.95 | 0.00 | 49.95 | 0.00 | (49.95) | 0.00 |
| | | | **Totals for Paymentus** | 49.95 | 0.00 | 49.95 | 0.00 | (49.95) | 0.00 |
| **PLUMBSUPPLY** | | **Plumb Supply Company** | | | | | | | |
| 06/08/26 | 06/08/26 | | 1798 | 186.01 | 0.00 | 186.01 | 0.00 | (186.01) | 0.00 |
| | | **Totals for Plumb Supply Company** | | 186.01 | 0.00 | 186.01 | 0.00 | (186.01) | 0.00 |
| **POLLARD** | | **Pollard Pest Control & Lawn Care Co.** | | | | | | | |
| 06/08/26 | 06/08/26 | | 2220580 | 5,324.00 | 0.00 | 5,324.00 | 0.00 | (5,324.00) | 0.00 |
| | **Totals for Pollard Pest Control & Lawn Care Co.** | | | 5,324.00 | 0.00 | 5,324.00 | 0.00 | (5,324.00) | 0.00 |
| **Reliable** | | **Reliable1** | | | | | | | |
| 06/08/26 | 06/08/26 | | 74873717 | 414.22 | 0.00 | 414.22 | 0.00 | (414.22) | 0.00 |
| 06/08/26 | 06/08/26 | | 75046158 | 316.17 | 0.00 | 316.17 | 0.00 | (316.17) | 0.00 |
| | | | **Totals for Reliable1** | 730.39 | 0.00 | 730.39 | 0.00 | (730.39) | 0.00 |
| **RICK TONEY** | | **RICK TONEY** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 65.00 | 0.00 | 65.00 | 0.00 | (65.00) | 0.00 |
| | | | **Totals for RICK TONEY** | 65.00 | 0.00 | 65.00 | 0.00 | (65.00) | 0.00 |
| **RIVERCITY** | | **River City Communications, Inc** | | | | | | | |
| 06/08/26 | 06/08/26 | | 11314 | 59.00 | 0.00 | 59.00 | 0.00 | (59.00) | 0.00 |
| 06/21/26 | 06/21/26 | | | 300.00 | 0.00 | 300.00 | 0.00 | (300.00) | 0.00 |
| | **Totals for River City Communications, Inc** | | | 359.00 | 0.00 | 359.00 | 0.00 | (359.00) | 0.00 |
| **SkyBlue by** | | **Skyblue Solutions** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 240.35 | 0.00 | 240.35 | 0.00 | (240.35) | 0.00 |
| | | | **Totals for Skyblue Solutions** | 240.35 | 0.00 | 240.35 | 0.00 | (240.35) | 0.00 |
| **SPAHN** | | **Spahn & Rose Lumber Co** | | | | | | | |
| 06/21/26 | 06/21/26 | | | 7,876.00 | 0.00 | 7,876.00 | 0.00 | (7,876.00) | 0.00 |
| | | **Totals for Spahn & Rose Lumber Co** | | 7,876.00 | 0.00 | 7,876.00 | 0.00 | (7,876.00) | 0.00 |
| **STEVEn Gile** | | **Steven Giles** | | | | | | | |
| 06/08/26 | 06/08/26 | | | 80.00 | 0.00 | 80.00 | 0.00 | (80.00) | 0.00 |
| | | | **Totals for Steven Giles** | 80.00 | 0.00 | 80.00 | 0.00 | (80.00) | 0.00 |
| **SUNDE** | | **Sunde Services, LLC** | | | | | | | |
| 06/08/26 | 06/08/26 | | 12872 | 1,267.50 | 0.00 | 1,267.50 | 0.00 | (1,267.50) | 0.00 |
| 06/21/26 | 06/21/26 | | | 870.00 | 0.00 | 870.00 | 0.00 | (870.00) | 0.00 |
| | | **Totals for Sunde Services, LLC** | | 2,137.50 | 0.00 | 2,137.50 | 0.00 | (2,137.50) | 0.00 |
| **TQ TECH** | | **TQ Technologies** | | | | | | | |
| 06/08/26 | 06/08/26 | | 23779 | 146.40 | 0.00 | 146.40 | 0.00 | (146.40) | 0.00 |
| | | | **Totals for TQ Technologies** | 146.40 | 0.00 | 146.40 | 0.00 | (146.40) | 0.00 |
| **Trading Pos** | | **Trading Post** | | | | | | | |

| Date | Due Date | Discount Exp Date | Reference | Gross Amount | Discount Amount | Net Amount | Discount Taken | Paid Amount | Open Amount |
|---|---|---|---|---|---|---|---|---|---|
| 06/08/26 | 06/08/26 | | 3133068 | 596.87 | 0.00 | 596.87 | 0.00 | (596.87) | 0.00 |
| | | | **Totals for Trading Post** | 596.87 | 0.00 | 596.87 | 0.00 | (596.87) | 0.00 |
| **Zilges Appl** | | **Zilges Appliance Center** | | | | | | | |
| 06/08/26 | 06/08/26 | | 36949 | 5,070.00 | 0.00 | 5,070.00 | 0.00 | (5,070.00) | 0.00 |
| | | | **Totals for Zilges Appliance Center** | 5,070.00 | 0.00 | 5,070.00 | 0.00 | (5,070.00) | 0.00 |
| | | | **Company Totals** | 68,992.40 | 0.00 | 68,992.40 | 0.00 | (68,992.40) | 0.00 |

# North Iowa Regional Housing Authority

## RESOLUTION NO. 2026-06

## RESOLUTION APPROVING PROCUREMENT POLICY REVISION FOR THE NORTH IOWA REGIONAL HOUSING AUTHORITYH IOWA REGIONAL HOUSING AUTHORITY

WHEREAS, the North Iowa Regional Housing Authority provides housing for low-income families through various programs which are funded primarily through agreements with the Department of Housing and Urban Development; and

WHEREAS, HUD and the State of Iowa require policies be in place to govern the lawful, cost efficient, and ethical procurement of goods and services;

NOW, THEREFORE, BE IT RESOLVED, by the North Iowa Regional Housing Authority, Board of Commissioners, the Procurement Policy has been revised and updated to comply with updated regulations including revised purchasing limits.

______________________________ ______________

Bruce Helgeson, Chairperson Date

______________________________ ______________

Rick Toney, Executive Director Date

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# Table of Contents (con'd)

# 1.0 INTRODUCTION

**1.1 General.** Established for the North Iowa Regional Housing Authority (hereinafter, "the Agency") by Action of the North Iowa Regional Housing Authority Board of Commissioners on July 28, 2026, this Procurement Policy (Policy) complies with the Annual Contributions Contract (ACC) between the Agency and the United States Department of Housing and Urban Development (HUD), Federal Regulations at 2 CFR §200.317 through §200.326, *Procurement Standards*, the procurement standards of the Procurement Handbook for Public Housing Authorities (PHAs), HUD Handbook 7460.8, REV 2, and applicable State and Local laws.

# 2.0 GENERAL PROVISIONS

**2.1 General.** The Agency shall:

**2.1.1** Provide for a procurement system of quality and integrity;

**2.1.2** Provide for the fair and equitable treatment of all persons or firms involved in purchasing by the Agency;

**2.1.3** Ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most favorable and valuable prices available to the Agency;

**2.1.4** Promote competition in contracting; and

**2.1.5** Assure that the Agency purchasing actions are in full compliance with applicable Federal standards, HUD regulations, State, and local laws.

**2.2 Application.** This Policy applies to all procurement actions of the Agency, regardless of the source of funds, except as noted under "exclusions" below. However, nothing in this Policy shall prevent the Agency from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. When both HUD and non-Federal grant funds are used for a project, the work to be accomplished with the funds should be separately identified prior to procurement so that appropriate requirements can be applied, if necessary. If it is not possible to separate the funds, HUD procurement regulations shall be applied to the total project. If funds and work can be separated and work can be completed by a new contract, then regulations applicable to the source of funding may be followed.

**2.3 Definition.** The term "procurement," as used in this Policy, includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction and maintenance; consultant services, (3) Architectural and Engineering (A/E) services, (4) Social Services, and (5) other services.

**2.4 Exclusions.** This policy does not govern administrative fees earned under the Section 8 voucher program, the award of vouchers under the Section 8 program, the execution of landlord Housing Assistance Payments contracts under that program, or non-program income, e.g., fee-for-service revenue under 24 CFR §990. These excluded areas are subject to applicable State and local requirements.

**2.5 Changes in Laws and Regulations.** In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these Policies, automatically supersede these Policies.

**2.6 Public Access to Procurement Information.** Most procurement information that is not proprietary is a matter of public record and shall be available to the public to the extent provided in the Iowa Freedom of Information Act.

## 3.0 ETHICS IN PUBLIC CONTRACTING

**3.1 General.** The Agency hereby establishes this code of conduct regarding procurement issues and actions and shall implement a system of sanctions for violations. This code of conduct, etc., is consistent with applicable Federal, State, or local law.

**3.2 Conflicts of Interest.** No employee, officer, Board member, or agent of the Agency shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

**3.2.1** An employee, officer, Board member, or agent involved in making the award;

**3.2.2** His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);

**3.2.3** His/her partner; or

**3.2.4** An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

**3.3 Gratuities, Kickbacks, and Use of Confidential Information.** No officer, employee, Board member, or agent of the Agency shall ask for or accept gratuities, favors, or items of more than nominal value (i.e. inexpensive hat with logo) from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

3.4 **Prohibition against Contingent Fees.** Contractors wanting to do business with the Agency must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

## 4.0 PROCUREMENT PLANNING

4.1 **General.** Planning is essential to managing the procurement function properly. Hence, the Agency will periodically review its record of prior purchases, as well as future needs, to:

**4.1.1** Find patterns of procurement actions that could be performed more efficiently or economically;

**4.1.2** Maximize competition and competitive pricing among contracts and decrease the Agency's procurement costs;

**4.1.3** Reduce Agency administrative costs;

**4.1.4** Ensure that supplies and services are obtained without any need for re-procurement (i.e., resolving bid protests); and

**4.1.5** Minimize errors that occur when there is inadequate lead time.

Consideration shall be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

## 5.0 PROCUREMENT METHODS

5.1 **Petty Cash Purchases.** Purchases under $50 may be handled through the use of a petty cash account. Petty Cash Accounts may be established in an amount sufficient to cover small purchases made during a reasonable period, e.g., one month. For all Petty Cash Accounts, the Agency shall ensure that security is maintained and only authorized individuals have access to the account. These accounts shall be reconciled and replenished periodically.

5.2 **Micro Purchases.** For purchases above the Petty Cash level, but less than $15,000, the Agency may procure the material and/or labor by obtaining a single quote, but, to the extent possible, Micro Purchases should be distributed among qualified sources to promote competition.

5.3 **Small Purchase Procedures**. For any amounts above the Micro Purchase ceiling, but not exceeding $350,000, the Agency may use small purchase procedures. Under small purchase procedures, the Agency shall obtain a reasonable number of quotes (preferably three); however, for purchases of less than $15,000, also known as Micro Purchases, only one quote is required provided the quote is considered reasonable. To the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. Quotations for Small Purchases (QSP), or quotes, may be obtained orally (either in person or by phone), by fax, in writing, or through e-procurement. Award shall be made to the responsive and responsible vendor that submits the lowest cost to the Agency. If award is to be made for reasons other than lowest price, documentation shall be provided in the contract file. The Agency shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into several purchases that are less than the applicable threshold merely to: (1) permit use of the small purchase procedures or (2) avoid any requirements that applies to purchases that exceed the Micro Purchase threshold.

**5.4 Sealed Bids**. Sealed bidding, also known as Invitation for Bids (IFB), shall be used for all contracts that exceed the small purchase threshold and that are not competitive proposals or non-competitive proposals, as these terms are defined in this Policy. Under sealed bids, the Agency publicly solicits bids and awards a firm fixed-price contract (lump sum or unit price) to the responsive and responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, is the lowest in price. Sealed bidding is the preferred method for procuring construction, supply, and non-complex service contracts that are expected to exceed $350,000.

**5.4.1 Conditions for Using Sealed Bids.** The Agency shall use the sealed bid method if the following conditions are present: a complete, adequate, and realistic statement of work, specification, or purchase description is available; three or more responsible bidders are willing and able to compete effectively for the work; the contract can be awarded based on a firm fixed price; and the selection of the successful bidder can be made principally on the lowest price.

**5.4.2 Solicitation and Receipt of Bids.** An IFB is issued which includes the specifications and all contractual terms and conditions applicable to the procurement, and a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the solicitation. The IFB must state the time and place for both receiving the bids and the public bid opening. All bids received will be date and time-stamped and stored unopened in a secure place until the public bid opening. A bidder may withdraw the bid at any time prior to the bid opening.

**5.4.3 Bid Opening and Award.** Bids shall be opened publicly. All bids received shall be recorded on an abstract (tabulation) of bids, which shall then be made available for public inspection. If equal low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method. The method for doing this shall be stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall not be made unless the price can be determined to be reasonable, based on a cost or price analysis.

5.4.4 **Mistakes in Bids.** Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the IFB prior to the time set for bid opening. After bid opening, corrections in bids may be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to allow correction or withdrawal of a bid shall be supported by a written determination signed by the Contracting Officer. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the Agency or fair competition shall not be permitted.

**5.5 Competitive Proposals.** Unlike sealed bidding, the competitive proposal method, also known as Request for Proposals (RFP), permits: consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. Award is normally made on the basis of the proposal that represents the best overall value to the Agency, considering price and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc., set forth in the solicitation and not solely the lowest price.

5.5.1 **Conditions for Use.** Where conditions are not appropriate for the use of sealed bidding, competitive proposals may be used. Competitive proposals are the preferred method for procuring professional services that will exceed the small purchase threshold. As detailed within Section 7.2.B of HUD Procurement Handbook 7460.8 REV 2, "Only under limited circumstances would construction services be procured by competitive proposals;" accordingly, construction services will most typically be procured utilizing the sealed bid (IFB) or small purchase procedures (QSP).

5.5.2 **Form of Solicitation.** Other than A/E services, developer-related services and energy performance contracting, competitive proposals shall be solicited through the issuance of an RFP. The RFP shall clearly identify the importance and relative value of each of the evaluation factors as well as any subfactors and price. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals until after award. The Agency may assign price a specific weight in the evaluation factors or the Agency may consider price in conjunction with technical factors; in either case, the method for evaluating price shall be established in the RFP.

5.5.3 **Evaluation.** The proposals shall be evaluated only on the factors stated in the RFP. Where not apparent from the evaluation factors, the Agency shall establish an Evaluation Plan for each RFP. Generally, all RFPs shall be evaluated by an appropriately appointed Evaluation Committee. The Evaluation Committee shall be required to disclose any potential conflicts of interest and to sign a Non-Disclosure statement. An Evaluation Report, summarizing the results of the evaluation, shall be prepared prior to award of a contract.

5.5.4 **Negotiations.** Negotiations shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of the offerors. This determination is based on the relative score of the proposals as they are evaluated and rated in accordance with the technical and price factors specified in the RFP. These offerors shall be treated fairly and equally with respect to any opportunity for negotiation and revision of their proposals. No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on negotiations. Negotiations are exchanges (in either competitive or sole source environment) between the Agency and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary object of discussions is to maximize the Agency's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. The contracting officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as technical approach, past performance, and terms and conditions) that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposer's potential for award. The scope and extent of discussions are a matter of the contracting officer's judgment. The contracting officer may inform an offeror that its price is considered by the Agency to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that the Agency's price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price in an attempt to get another offeror to lower their price) is prohibited.

**5.5.4** **Award.** After evaluation of the revised proposals, if any, the contract shall be awarded to the responsible firm whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the Agency provided that the price is within the maximum total project budgeted amount established for the specific property or activity.

**5.5.6** **A/E Services.** The Agency shall contract for A/E services using Qualifications-based Selection (QBS) procedures, utilizing a Request for Qualifications (RFQ). Sealed bidding shall not be used for A/E solicitations. Under QBS procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. QBS procedures shall not be used to purchase other types of services, other than Energy Performance Contracting and Developer services, though architectural/engineering firms are potential sources.

## 5.6 Noncompetitive Proposals.

**5.6.1** **Conditions for Use.** Procurement by noncompetitive proposals (sole- or single-source) may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, and if one of the following applies:

**5.6.1.1** The item is available only from a single source, based on a good faith review of available sources;

**5.6.1.2** An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the Agency, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency;

**5.6.1.3** HUD authorizes the use of noncompetitive proposals; or

**5.6.1.4** After solicitation of a number of sources, competition is determined inadequate.

**5.6.2** **Justification.** Each procurement based on noncompetitive proposals shall be supported by a written justification for the selection of this method. The justification shall be approved in writing by the responsible Contracting Officer. Poor planning or lack of planning is not justification for emergency or sole-source procurements. The justification, to be included in the procurement file, should include the following information:

**5.6.2.1** Description of the requirement;

**5.6.2.2** History of prior purchases and their nature (competitive vs. noncompetitive);

**5.6.2.3** The specific exception in 2 CFR §200.320(f)(1)-(4) which applies;

**5.6.2.4** Statement as to the unique circumstances that require award by noncompetitive proposals;

**5.6.2.5** Description of the efforts made to find competitive sources (advertisement in trade journals or local publications, phone calls to local suppliers, issuance of a written solicitation, etc.);

**5.6.2.6** Statement as to efforts that will be taken in the future to promote competition for the requirement;

**5.6.2.7** Signature by the Contracting Officer's supervisor (or someone above the level of the Contracting Officer); and

**5.5.2.8** Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing an analysis, as described in this Policy.

**5.7** **Cooperative Purchasing/Intergovernmental Agreements.** The Agency may enter into State and/or local cooperative or intergovernmental agreements to purchase or use common supplies, equipment, or services. The decision to use an interagency agreement instead of conducting a direct procurement shall be based on economy and efficiency. If used, the interagency agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The Agency may use Federal or State excess and surplus property instead of purchasing new equipment and property if feasible and if it will result in a reduction of project costs. The goods and services obtained under a cooperative purchasing agreement must have been procured in accordance with 2 CFR §200.317 through §200.326.

**5.8** **Compliance with State Bidding Requirements**. All Public Improvements undertaken by the Agency are exempt from requirements under Chapter 26 of the Iowa Code. If other conflicts exist between the provisions of this procurement policy and state law, then state law shall govern.

## 6.0 INDEPENDENT COST ESTIMATE (ICE)

**6.1** **General.** For all purchases above the Micro Purchase threshold, the Agency shall prepare an ICE prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

## 7.0 COST AND PRICE ANALYSIS (CPA)

**7.1** **General.** The Agency shall require assurance that, before entering into a contract, the price is reasonable, in accordance with the following instructions.

**7.1.1** **Petty Cash and Micro Purchases.** No formal cost or price analysis is required. Rather, the execution of a contract by the Contracting Officer (through a Purchase Order or other means) shall serve as the Contracting Officer's determination that the price obtained is reasonable, which may be based on the Contracting Officer's prior experience or other factors.

**7.1.2** **Small Purchases.** A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes are not obtained to establish reasonableness through price competition, the Contracting Officer shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis.

**7.1.3** **Sealed Bids.** The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is substantially more than the ICE, and where the Agency cannot reasonably determine price reasonableness, the Agency must conduct a cost analysis, consistent with federal guidelines, to ensure that the price paid is reasonable.

**7.1.4** **Competitive Proposals.** The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient proposals are not received, the Agency must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, the Agency must conduct a cost analysis, consistent with Federal guidelines, to ensure that the price paid is reasonable.

**7.1.5** **Contract Modifications.** A cost analysis, consistent with federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of $350,000.

# 8.0 SOLICITATION AND ADVERTISING

## 8.1 Method of Solicitation.

**8.1.1** **Petty Cash and Micro Purchases.** The Agency may contact only one source if the price is considered reasonable.

**8.1.2** **Small Purchases.** Quotes may be solicited orally, through fax, E-Procurement, e-mail, or by any other reasonable method.

**8.1.3** **Sealed Bids and Competitive Proposals.** Solicitation must be done publicly. The Agency must use one or more following solicitation methods, provided that the method employed provides for meaningful competition.

**8.1.3.1** Advertising in newspapers or other print mediums of local or general circulations.

**8.1.3.2** Advertising in various trade journals or publications (for construction).

**8.1.3.3** E-Procurement. The Agency may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with 2 CFR §200.317 through §200.326, State and local requirements, and the Agency's procurement policy.

**8.2** **Time Frame.** For purchases of more than $350,000, the public notice should run not less than once each week for two consecutive weeks.

**8.2** **Form.** Notices/advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number, a contact that can provide a copy of, and information about, the solicitation, and a brief description of the needed items(s).

**8.4 Time Period for Submission of Bids.** A minimum of 30 days shall generally be provided for preparation and submission of sealed bids and 15 days for competitive proposals. However, the Executive Director may allow for a shorter period under extraordinary circumstances.

**8.5 Cancellation of Solicitations.**

**8.5.1** An IFB, RFP, or other solicitation may be cancelled before bids/offers are due if:

**8.5.1.1** The supplies, services or construction is no longer required;

**8.5.1.2** The funds are no longer available;

**8.5.1.3** Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or

**8.5.1.4** Other similar reasons.

**8.5.2** A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:

**8.5.2.1** The supplies or services (including construction) are no longer required;

**8.5.2.2** Ambiguous or otherwise inadequate specifications were part of the solicitation;

**8.5.2.3** All factors of significance to the Agency were not considered;

**8.5.2.4** Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;

**8.5.2.5** There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or

**8.5.2.6** For good cause of a similar nature when it is in the best interest of the Agency.

**8.5.3** The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.

**8.5.4** A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

**8.5.5** If all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis should be conducted to see if there is a problem in either the specifications or the Agency's cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Contracting Officer may cancel the solicitation and either

**8.5.5.1** Re-solicit using an RFP; or

**8.5.5.2** Complete the procurement by using the competitive proposal method. The Contracting Officer must determine, in writing, that such action is appropriate, must inform all bidders of the Agency's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.

**8.5.6** If problems are found with the specifications, the Agency should cancel the solicitation, revise the specifications and re-solicit using an IFB.

**8.6** **Credit (or Purchasing) Cards.** Credit card usage should follow the rules for all other small purchases. For example, the Contracting Officer may use a credit card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase level, the Contracting Officer would generally need to have obtained a reasonable number of quotes before purchasing via a credit card. When using credit cards, the Agency shall adopt reasonable safeguards to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards).

## 9.0 BONDING REQUIREMENTS

**9.1** **General.** No bond shall be required except as required by state law.

## 10.0 CONTRACTOR QUALIFICATIONS AND DUTIES

### 10.1 Contractor Responsibility

**10.1.1** The Agency shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

**10.1.1.1** Have adequate financial resources to perform the contract, or the ability to obtain them;

10.1.1.2 Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all of the bidder's/offeror's existing commercial and governmental business commitments;

10.1.1.3 Have a satisfactory performance record;

10.1.1.4 Have a satisfactory record of integrity and business ethics;

10.1.1.5 Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;

10.1.1.6 Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,

10.1.1.7 Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

10.1.2 If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

**10.2 Suspension and Debarment.** Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR §200.317 through §200.326) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Agency staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of HUD Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U.S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

**10.3 Vendor Lists.** All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction) shall be kept current and include enough sources to ensure competition.

## 11.0 CONTRACT PRICING ARRANGEMENTS

**11.1 Contract Types.** Any type of contract which is appropriate to the procurement and which will promote the best interests of the Agency may be used, **provided the cost -plus-a-percentage-of-cost and percentage-of-construction-cost methods are not used**. All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and the Agency. For all cost reimbursement contracts, the Agency must include a written determination as to why no other contract type is suitable. Further, the contract must include a ceiling price that the contractor exceeds at its own risk.

**11.2 Options.** Options for additional quantities or performance periods may be included in contracts, provided that:

**11.2.1** The option is contained in the solicitation;

**11.2.2** The option is a unilateral right of the Agency;

**11.2.3** The contract states a limit on the additional quantities and the overall term of the contract;

**11.2.4** The options are evaluated as part of the initial competition;

**11.2.5** The contract states the period within which the options may be exercised;

**11.2.6** The options may be exercised only at the price specified in or reasonably determinable from the contract; and

**11.2.7** The options may be exercised only if determined to be more advantageous to the Agency than conducting a new procurement.

## 12.0 CONTRACT CLAUSES

**12.1 Contract Pricing Arrangements.** All contracts shall identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by the Agency.

**12.2 Required Forms.** Additionally, the forms HUD-5369; 5369-A; 5369-B; 5369; 5370; 5370-C (Sections I and II); 51915; and 51915-A, which contain all HUD-required clauses and certifications for contracts of more than $150,000, as well as any forms/clauses as required by HUD for small purchases, shall be used, as applicable, in all corresponding solicitations and contracts issued by the Agency.

**12.3 Required Contract Clauses:** The Agency shall ensure that each contract executed by the Agency contains the required contract clauses detailed within 2 CFR §200.326 and Appendix II.

## 13.0 CONTRACT ADMINISTRATION

**13.1 General.** The Agency shall maintain a system of contract administration designed to ensure that Contractors perform in accordance with their contracts. These systems shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters. For cost-reimbursement contracts, costs are allowable only to the extent that they are consistent with the cost principles in HUD Handbook 2210.18.

## 14.0 SPECIFICATIONS

**14.1 General.** All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the Agency's needs. Specifications shall be reviewed prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Function or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

**14.2 Limitation.** The following types of specifications shall be avoided:

**14.2.1** Geographic restrictions not mandated or encouraged by applicable Federal law (except for A/E contracts, which may include geographic location as a selection factor if adequate competition is available);

**14.2.2** Brand name specifications (unless the specifications list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use).

Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be reviewed to ensure that organizational conflicts of interest do not occur.

## 15.0 APPEALS AND REMEDIES

**15.1 General.** It is Agency policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences.

**15.2 Informal Appeals Procedure.** The Agency shall adopt an informal bid protest/appeal procedure for contracts of $350,000 or less. Under these procedures, the bidder/contractor may request to meet with the appropriate Contract Officer.

**15.3 Formal Appeals Procedure.** A formal appeals procedure shall be established for solicitations/contracts of more than $350,000.

**15.3.1 Bid Protest.** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.

**15.3.2** **Contractor Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the next higher level of authority in Agency. Contractor claims shall be governed by the Changes clause in the relevant form HUD-5370.

## 16.0 ASSISTANCE TO SMALL AND OTHER BUSINESSES

**16.1** **Required Efforts.** Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of an Agency development are used when possible. Such efforts shall include, but shall not be limited to:

**16.1.1** Including such firms, when qualified, on solicitation mailing lists;

**16.1.2** Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

**16.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

**16.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

**16.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

**16.1.6** Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR §135 (so-called Section 3 businesses); and

16.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**16.2 Goals.** Shall be established periodically for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in Agency prime contracts and subcontracting opportunities.

**16.3 Definitions.**

**16.3.1** A small business is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR §121 should be used to determine business size.

**16.3.2** A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

**16.3.3** A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

**16.3.4** A "Section 3 business concern" is as defined under 24 CFR §135.

**16.3.5** A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in 20 CFR §654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

## 17.0 BOARD APPROVAL OF PROCUREMENT ACTIONS

**17.1 No Board Approval Necessary.** Other than approval of this Procurement Policy, approval by the Board of Commissioners is not required for any procurement actions, as permitted under State and local law. Rather, it is the responsibility of the Executive Director to make sure that all procurement actions are conducted in accordance with the policies contain herein.

## 18.0 DELEGATION OF CONTRACTING AUTHORITY

**18.1 Delegation.** While the ED is responsible for ensuring that the Agency's procurements comply with this Policy, the ED may delegate in writing all procurement authority as is necessary and appropriate to conduct the business of the Agency.

**18.2 Procedures.** Further, and in accordance with this delegation of authority, the ED shall, where necessary, establish operational procedures (such as a procurement manual or standard operating procedures) to implement this Policy. The ED shall also establish a system of sanctions for violations of the ethical standards described in Section 3.0 herein, consistent with Federal, State, or local law.

## 19.0 DOCUMENTATION

**19.1 Required Records.** The Agency must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

**19.1.1** Rationale for the method of procurement (if not self-evident);

**19.1.2** Rationale of contract pricing arrangement (also if not self-evident);

**19.1.3** Reason for accepting or rejecting the bids or offers;
**19.1.4** Basis for the contract price (as prescribed in this handbook);

**19.1.5** A copy of the contract documents awarded or issued and signed by the Contracting Officer;

**19.1.6** Basis for contract modifications; and

**19.1.7** Related contract administration actions.

**19.2 Level of Documentation.** The level of documentation should be commensurate with the value of the procurement.

**19.3 Record Retention.** Records are to be retained for a period of three years after final payment and all matters pertaining to the contact are closed.

## 20.0 DISPOSITION OF SURPLUS PROPERTY

**20.1 General.** Property no longer necessary for the Agency's purposes (non-real property) shall be transferred, sold, or disposed of in accordance with applicable Federal, state, and local laws and regulations.

## 21.0 FUNDING AVAILABILITY

**21.1 General.** Before initiating any contract, the Agency shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

**DATE:** July 28, 2026

**RE**: Approval of updated agency calendar for when the office is officially closed - Resolution 2026-07

**REQUESTED ACTION:** Consider approval of Resolution 2026-07 accepting the updated closed office plan.

**COMMENTS:** Updated schedule:

New Year's Day *
Martin Luther King, Jr. *
President's Day *
Memorial Day *
Juneteenth *
July 4th *
Labor Day *
Columbus Day *
Veteran's Day *
Thanksgiving *
Day after Thanksgiving **
Christmas Eve **
Christmas Day *

- Federal holidays – HUD is closed these days
- Not Federal holidays

NOW, THEREFORE, BE IT RESOLVED, by the North Iowa Regional Housing Authority, Board of Commissioners, the schedule for when the office is officially closed has been revised and updated.

Bruce Helgeson, Chairperson — Date

Rick Toney, Executive Director — Date

## Developer Counsel

Our Request for Qualifications to identify legal counsel to represent NIRHA in all LIHTC transactions was issued on June 10, 2026 and submissions were due on July 03, 2026.

Two major law firms responded:

1. Fox Rothschild
2. Arnall Golden Gregory

I would like to use Fox Rothchild as they have far more experience in LIHTC transactions involving RAD.

Fox Rothschild

# Response to Request for Qualifications for Legal Counsel Services

Due Date/Time: July 7, 2026 at 2:00 P.M. CST

## Prepared for:

NORTH IOWA
Regional Housing Authority

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July 2, 2026

Rick Toney, Executive Director
North Iowa Regional Housing Authority
202 1st St SE #203
Mason City, IA 50401

**Re: Request for Qualifications for Legal Counsel Services**

Dear Mr. Toney,

Fox Rothschild LLP ("**Fox**") is in receipt of the Request for Qualifications ("**RFQ**") issued by the North Iowa Regional Housing Authority ("**NIRHA**") seeking proposals from qualified individual(s) or firm(s) to provide NIRHA with legal counsel services related to affordable housing development activities including, but not limited to, advisory services on federal and state housing regulations, contract negotiations, compliance with HUD guidelines, and other legal matters pertinent to affordable housing and mixed income projects.

Attached is our response (the "**Response**") to the RFQ which details our understanding of your legal needs in this area. We have set forth our specific experience in providing legal services to PHAs in various areas, including advising and assisting our clients in various programs promulgated by HUD, their modernization and revitalization efforts, as well as real estate and tax credit development with and without use of RAD.

Fox specializes in representing housing authorities and other government entities – not developers, or parties adverse to housing authorities. Over the past 30 years, our attorneys have represented more than 70 public housing authorities across the country on a plethora of matters. We are convinced that Fox can provide the specialized services required by NIRHA.

In order to maintain a successful and mutually beneficial relationship with NIRHA – which is our goal in submitting our Response – Fox must add value to NIRHA through the provision of competent, efficient, cost-effective legal services, thereby enabling NIRHA to anticipate, avoid, and/or otherwise successfully resolve legal issues and conflicts at the lowest possible cost. Through our submission, we commit to accomplishing these objectives. In making this pledge, we understand that we must assure and produce:

- Access to qualified senior attorneys;
- High levels of service in all relevant areas including construction, housing, real estate and development;
- Prompt responses to correspondence, telephone calls, e-mails, facsimiles, and other communications received from NIRHA;
- Appropriate levels of support to meet all of NIRHA's different legal needs;

- Practical solutions which appropriately take into account all relevant business and legal risks and benefits for NIRHA; and
- A superior work product and results that consistently surpass NIRHA's expectations.

At all times, NIRHA will have full access to all of the capabilities of our highly experienced attorneys, as well as a strong supporting team of complementary personnel. Fox will assign work to partners, associates, paralegals, clerks, and other staff in such a manner as to maximize the result to be obtained while minimizing the cost to NIRHA. We are committed to responding promptly and conscientiously to all of NIRHA's concerns, and we will make your work a top priority, completing assignments in an efficient and prompt manner.

We have extensive experience in a wide range of real estate and development on behalf of housing authorities involving real property acquisitions, dispositions, development, and renovation of affordable housing communities. In fact, we have worked on numerous mixed-finance, RAD program, and LIHTC transactions. Our intimate knowledge of the law in these practice areas, as well as our rich and well-rounded transactional experience, makes Fox an ideal partner in representing NIRHA.

As set forth in our Response, Fox has vast experience in government relations, with particular specialization in matters involving the regulation of PHAs operating within the framework of the U.S. Department of HUD's guidelines.

Fox has the requisite legal experience in public housing matters including a working knowledge of HUD's internal operations, its decision-making process, past and current guidelines, its administrative processes, appeals of adverse decisions, complex real estate transactions, the development and financing of low-income housing, demolition petitions, and property disposition.

If selected to provide legal services to the NIRHA, Fox will work with NIRHA to enter into an engagement, with such revisions as the parties shall mutually agree. We will also provide the relevant insurance certificates at that time.

After you have reviewed the proposal, we welcome the opportunity to meet with you to discuss this proposal and to address any questions or concerns you may have in making the decision to retain us. Thank you again for thinking of us to serve your legal needs, and we sincerely hope we have the opportunity to work with you.

Very truly yours,

Alec Stone, Partner

# Contents

# Firm Overview

## Company Information

Founded in 1907, Fox is a national, *Am Law* 100 firm with 1,000 attorneys practicing in 30 offices coast to coast. We have 70 practice areas based on nine core areas of the law, including Real Estate, Taxation and Labor & Employment. Our attorneys provide a full range of legal services to private and public organizations, including housing authorities and various government entities throughout the country. In addition to our relevant experience, we also have deep and longstanding ties to the communities in which we serve.

Since Fox's founding, our attorneys have had one goal in mind — ensuring our clients' success. To do that, Fox has developed deep traditions focused on personalized client attention, collaboration, diversity and dedication to the community. We work hand-in-hand with clients to understand their objectives and anticipate challenges. Our entrepreneurial approach — as a firm that works in the trenches with clients, helping them to achieve their goals — is a characteristic that differentiates us. Fox is routinely recognized for its work and has been named a "Go-To Law Firm" in an annual survey of *Fortune* 500 companies, noted in *Chambers USA* and *Chambers Global* as Leaders in the Law and Recognized Practitioners, and recognized in BTI Consulting Group's "Client Service Honor Roll" for excellence across 15 categories.

## Organization

The Firm is a Limited Liability Partnership governed by an Executive Committee, which consists of at-large members elected by the partners to staggered, three-year terms and one office managing partner from certain offices, depending on the size of the office. Todd A. Rodriguez, Firmwide Managing Partner, Mark L. Morris, Co-Chair of the Firm, and Michael G. Menkowitz, Co-Chair of the Firm, are responsible for overseeing all aspects of the Firm's operations, and work closely with senior staff and the managing partners in each office to implement legal, administrative, and organizational strategies.

## Organizational Chart

As a limited liability partnership, Fox Rothschild is owned, and ultimately controlled, by its partners. Led by Todd A. Rodriguez, Firmwide Managing Partner, Mark L. Morris, Co-Chair of the Firm, and Michael G. Menkowitz, Co-Chair of the Firm, Fox's Leadership Team consists of 11 senior leaders responsible for overseeing all aspects of the Firm's operations. The Firm's Leadership Team works in tandem with an Executive Committee, which consists of at-large members elected by the Partners and the Office Managing Partner from each of our offices. The Firm's Leadership Team and Executive Committee work closely with a Management Team of eight Department Chiefs to implement strategies across the Firm.

**Todd A. Rodriguez**
Firmwide Managing Partner

**Mark L. Morris**
Co-Chair of the Firm

**Michael G. Menkowitz**
Co-Chair of the Firm

**Leadership Team**
11 Senior Leaders

**Executive Committee**
At-Large Members
+ Office Managing Partners

**Management Team**
8 Department Chiefs

# Firm Qualifications

## Demonstrated Understanding

Fox understands NIRHA's need of experienced, competent legal counsel to assist it in a range of interactions with HUD. Our attorneys have represented more than 70 housing authorities throughout the United States and routinely advise them in a multitude of areas. Our attorneys have extensive experience working with HUD in all aspects of housing authority development and operations. This includes modernization and revitalization efforts, as well as real estate and tax credit development with and without use of HUD's RAD program. We have worked with the Special Applications Center with regard to transfers of property whether by sale or lease. Our attorneys have worked on Section 8 contracts for both project-based vouchers, as well as portable vouchers. We have worked diligently with HUD on its Notice Regarding Affiliates and Instrumentalities and have extensive experience in setting up such entities. Finally, we have vast experience working with housing authorities when confronted with audits by the Office of Inspector General ("**OIG**").

The breadth of our experience is detailed in the following sections. Additionally, Page 26 of this Response provides numerous examples of work our attorneys have done on behalf of housing authorities.

## Demonstrated Experience and Successful Past Performance

Our team has represented housing authorities through the successful completion of well over 100 mixed-finance affordable housing developments. This is a testament to our ability to interact successfully with HUD, state funding agencies and local governments in the creation of affordable multifamily housing. Our attorneys have worked with the HUD headquarters' staff on dozens of mixed-finance, RAD and Choice Neighborhood transactions to produce public housing units, LIHTC units, Section 8 units, market rate units and homeownership units. Our team has represented numerous public housing agencies located throughout the United States in transactions leading to the development of over 10,000 affordable housing units with financing far in excess of a billion dollars.

Our team has closed on numerous RAD transactions from single developments to portfolio conversions. In fact, we have assisted in converting thousands of units under the RAD program with more on the way. These transactions have included simple conversions, conversions with both 4% and 9% low-income housing tax credit financing, as well as RAD conversions involving existing public housing sites and mixed-finance developments and RAD conversions involving "transfers of assistance" from an existing public housing site to a new development location. These transactions have ranged from single buildings through entire public housing portfolios. We have also advised housing authorities in RAD transactions that involve Choice Neighborhoods grant financing.

We have been involved in all aspects of mixed-finance transactions including legislative, regulatory and policy requirements in housing and community development law, real estate acquisition, demolition, disposition and redevelopment, project development and management, formation of development partnerships and non-profit entities, including application for 501(c) tax exempt status, procurement regulations, fair housing, contract drafting and negotiating and advocacy with HUD on behalf of housing authorities regarding the interpretation and waiver of regulations. We have worked with syndicators, banks, state and local agencies, and private entities in connection with its clients' successful development of their mixed-finance projects. In addition, on behalf of our housing authority clients, Fox attorneys have worked with numerous developers across the country. We are intimately familiar with industry standards and the considerations to be reviewed.

Our attorneys have worked with HUD extensively in its representation of housing authorities. In fact, our attorneys were invited to (a) assist HUD in drafting the Safe Harbor Standards for mixed-finance transactions; and (b) to comment on HUD's Notice PIH-2007-15 entitled Applicability of Public Housing Development Requirements to Transactions between Public Housing Agencies and their Related Affiliates and Instrumentalities. In addition, we frequently speak at HUD-sponsored seminars.

We have represented and advised housing authorities on a myriad of tax and business issues related to mixed-finance development activities. In our representation of housing authorities, we have become intimately familiar with the Housing Act of 1937, Section 42 of the Internal Revenue Code, as well as federal requirements located at Title 24 of the Code of Federal Regulations.

We have regularly advised our housing authority clients concerning the use of LIHTC and Historic Tax Credit, both in stand alone developments and in conjunction with mixed-finance developments. In addition, we have drafted and negotiated the agreements necessary to close LIHTC developments using tax-exempt bond financing.

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## Services Provided

Through our extensive experience advising clients in the successful completion of affordable housing developments, we are familiar with the plethora of financing options available.

We regularly counsel our housing authority clients on real estate and property development issues, including the acquisition of real property. Our attorneys particularly work with site control documents, most often a long-term ground lease agreement, to conform to HUD and LIHTC requirements. We have assisted numerous housing authorities in obtaining demolition and/or disposition approval from HUD's Special Application Center. Our attorneys have then worked with the local HUD office to execute and record the Release from Declaration(s) of Trust necessary to revitalize housing authority property. We are intimately familiar with obtaining title reports and analyzing the issues inherent therein. Our attorneys have had dealings with transfer tax issues, encumbrances on real property, landlord and tenant issues and other legal issues involved in the acquisition and development of real property. Additionally, we have worked with public housing authorities on resident relocation in compliance with Federal regulations.

Our attorneys have worked on structuring and securing construction and permanent project financing including 4% and 9% low-income housing tax credits, taxable and tax-exempt bonds, and Federal Home Loan Bank Affordable Housing Program (AHP); HOPE VI, Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), new market tax credits, Section 8 vouchers, CFFP and Section 108 loans; obtaining HUD approval; RAD conversions; and project management.

In connection with structuring the transaction and obtaining financing, we have advised housing authorities on the selection and formation of nonprofit corporations, limited partnerships, and limited liability companies related to project ownership and management structure, including counseling on the use of affiliates versus instrumentalities. We have also prepared and negotiated partnership/operating agreements and related documents.

We understand the Internal Revenue Service's and HUD's rules and regulations, and regularly counsel our housing authority clients on federal, state and local housing and tax issues. We have represented and advised housing authorities on a myriad of tax and business issues related to mixed-finance development real estate development activities. Our attorneys have successfully negotiated Cooperation Agreements and worked with local counsel elsewhere to ensure that services are provided to the revitalized developments and affordable units that are not traditional public housing units in exchange for minimal Payment in Lieu of Taxes.

Our attorneys have been working in the mixed-finance arena for more than 20 years and have a wealth of form documents and information regarding structures favored by HUD and others to meet particular needs. We have served as advisors to HUD and spoken at seminars sponsored by HUD.

Our attorneys have extensive experience representing and advising housing authorities on matters involving construction contracts. Such representation includes everything from negotiating and drafting construction contracts to litigation in federal, state, and municipal court as well as before various administrative tribunals on a wide variety of construction matters. We have handled all issues including property damage, insurance claims, payment and performance bonds, demolition and disposition and similar claims.

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# Experience and Qualifications

Fox is prepared to provide NIRHA with legal assistance in all aspects of HUD-related matters. Our attorneys have decades of experience with numerous HUD programs which foster development, including RAD, mixed-finance development, the Choice Neighborhood Initiative (“**CNI**”) and replacement housing factor funds ("**RHFF**"). In addition, Fox is experienced in numerous other areas including, but not limited to: low-income housing tax credits ("**LIHTC**"), home ownership programs, closing on the sales of homes, drafting and reviewing real estate contracts, preparing and reviewing loan documents, title examinations, representation at closing, real estate and financing transactions including rezoning, variance and land use concerns, build to suit, design/build and traditional construction contracts, project development negotiations, project syndication and disposition/development analysis, purchase and sale agreements, real estate litigation, environmental site assessment, eminent domain, acquisition and redevelopment of real estate issues, development, and assistance in preparation of evidentiary submissions to HUD, Iowa Housing Finance Agency, and/or the State of Iowa.

Fox will make recommendations with respect to housing and financing proposals made to NIRHA by investment bankers, developers, community groups, civic associations or others, and our experience in representing other public housing agencies in redevelopment efforts, including the latest models (e.g., RAD, the RHFF for a Capital Fund Financing Program ("**CFFP**") loan, etc.), allows us to provide thoughtful comments. We have experience working with the RAD program, LIHTC, CNI, CFFP, Project Based Vouchers, Project Based Rental Assistance and Moving-to-Work.

Our representation and assistance of the NIRHA will include counsel on:

- Affordable Housing Development
    - Legal guidance regarding affordable housing development projects.
    - Review and negotiation of development agreements.
    - Legal review of project feasibility and development structures.
    - Assistance with acquisition, disposition, leasing, and management of real property.
    - Review and negotiation of construction contracts and professional service agreements.
- Financing and Transactional Matters
    - Legal counsel regarding Low-Income Housing Tax Credit (LIHTC) transactions.
    - Legal review of tax credit partnership agreements and operating agreements.
    - Assistance with tax-exempt bond financing and related documentation.
    - Review of loan documents and financing agreements involving federal, state, local, and private funding sources.
    - Coordination with bond counsel, tax credit counsel, lenders, investors, and development partners.
- HUD and Regulatory Compliance
    - Advice regarding HUD regulations and program requirements, including RAD and Section 18 demolition/disposition approvals.
    - Review of procurement and contracting matters.
    - Potential guidance regarding public housing and Housing Choice Voucher program requirements.

- Assistance with Section 3 compliance requirements.
- Guidance regarding Davis-Bacon labor standards when applicable.
- Review of environmental review requirements and related compliance obligations.
- Fair Housing Act compliance and reasonable accommodation issues.

- Corporate and Governance Matters
  - Attendance at Board meetings as requested.
  - Preparation and review of resolutions and governance documents.
  - Legal advice regarding Iowa public entity requirements.
  - Legal advice regarding non-profit entity organized in 2025.
  - Open meetings and public records compliance.
  - Risk management and liability issues.
- Dispute Resolution and Litigation Support
  - Assistance with dispute avoidance and resolution.
  - Representation in negotiations and mediation proceedings.
  - Litigation support and representation, if requested and mutually agreed upon.
  - Coordination with insurance carriers and special counsel when necessary.

We will bring our experience dealing with HUD to assist NIRHA with the following:

- Advise on all types of procurement matters, protests and compliance with appropriate federal, state and local regulations
- Advise and approve as to form and legality of NIRHA's Procurement Policy and Procedures manual as they pertain to HUD and federal guidelines
- Approve legality of contracts, addressing any legal questions arising under contracts and render written legal opinions as requested
- Assist NIRHA staff in reviewing, preparing and/or revising grant applications for projects
- Undertake to retain third-party expert consultants as may be requested by NIRHA
- Assist NIRHA staff in preparing and/or revising evidentiary submissions to HUD
- Represent NIRHA at transactional closings, administrative hearings and/or proceedings of municipal agencies
- Counsel program department and other staff, at NIRHA's request, with respect to the following:
  - Interpretation and guidance around new programs and legislation related to affordable housing
  - Public procurement requirements
  - Federal requirements regarding the provision of Community and Supportive Services such as job training, day care, after-school programs, etc.
  - Development budgeting, HUD-regulated cost controls and safe harbor standards
  - Fair housing, accessibility requirements, etc.
  - Resident participation requirements
  - Tenancy termination, Uniform Relocation Act

Our team has the capabilities and experience to provide other development assistance including requests to:

- Assist program department(s) and other staff, at NIRHA's request, in formulating overall project concepts for affordable housing

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- Coordinate, at NIRHA's request, with architectural and engineering groups and/or retained consultants
- Represent NIRHA in judicial actions and proceedings
- Counsel program department and other staff, at NIRHA request, with respect to the following:
    - Federal and state land use and development issues, such as demolition/disposition of public housing, zoning, ULURP, plan and project amendments, building code requirements, etc.
    - Housing development projects involving complex construction and permanent funding sources, both public and private, including LIHTC, tax exempt bond funding, 9% allocation projects, 4% private activity bonds, HUD's Mixed-Finance RAD, CFFP, RHFF, Federal Home Loan Bank loans, bond issues, credit enhancers, State Housing Finance Agency loans, CDBGs and institutional bank loans
    - Private/public partnerships and business entity formation
    - The acquisition, development, expansion, rehabilitation and operation of public housing, mixed-income and/or mixed-finance housing developments and appurtenant community center facilities
    - Retail and other commercial development
    - Project and tenant-based Section 8 compliance
    - State and local real estate taxation, exemption and abatement programs, including PILOT
    - Tenant selection, and income targeting
    - Federal and state real estate marketing regulations and private property management
    - Bond issuance and underwriting
    - Federal and state wage rate compliance, minority business enterprise requirements
    - Insurance coverage, indemnifications
- Provide required opinions of counsel
- Draft and/or review documents associated with all of the foregoing and generated by all participating parties to each transaction
- Prepare or assist in preparing post-closing binders and related memoranda
- Such other legal matters as may be requested by the NIRHA from time to time

## RAD Transactions

Our Affordable Housing Group frequently assists our public housing authority clients with all dimensions of the RAD program. We have closed RAD transactions involving well over 1,000 units. These transactions have included simple conversions, conversions with both 4% and 9% low-income housing tax credit financing, as well as RAD conversions involving existing public housing sites and mixed-finance developments and RAD conversions involving "transfers of assistance" from an existing public housing site to a new development location. These transactions have ranged from single buildings through entire public housing portfolios. We have also advised housing authorities in RAD transactions that involve Choice Neighborhoods grant financing.

Our work in a typical RAD deal will include the following:

i. negotiating business and legal terms with developer partners, equity investors and lenders;

ii. preparing the required RAD program documents for submission to, negotiation with and approval by the U.S. Department of Housing and Urban Development ("HUD");

iii. working closely with the HUD RAD transaction manager, closing coordinator and legal reviewer to finalize RAD documents and prepare for closing;

iv. coordinating title and survey review with the title company, surveyor and HUD RAD legal reviewer; and

v. advising housing authorities on all aspects of predevelopment and post-closing RAD program requirements.

The RAD program is constantly evolving. Our group has mastered the frequent changes to the RAD program requirements and the RAD-required documentation to best position our clients for a timely and successful RAD conversion.

1. Representative examples of our RAD work include: **Cohoes Housing Authority – Cohoes Portfolio Preservation:**
    a. RAD conversion of public housing portfolio involving 4% low-income housing tax credits, federal and state historic tax credits and construction/permanent loan financing using tax-exempt bonds
    b. Closed March, 2026
    c. Parties Involved:
        i. Developer Partner: MDG Design & Construction
        ii. Investor: PNC Bank, N.A.
        iii. Lenders: Citibank, N.A.; The New York State Housing Finance Agency

2. **Housing Authority of the City of Pittsburgh – Bedford Dwellings Phases IIA-IIC:**
   a. Three-phase RAD conversion involving 4% and 9% low-income housing tax credit financing and construction/permanent loan financing using tax-exempt bonds
   b. Closed July, 2025
   c. Parties Involved:
      i. Developer Partner: TREK Development Group
      ii. Investor: PNC Bank, N.A.
      iii. Lenders: PNC Bank, N.A.; Pennsylvania Housing Finance Agency; Allies & Ross Management and Development Corporation

3. **Housing Authority of the City of Terre Haute – Honey Creek Village:**
   a. RAD conversion involving 4% low-income housing tax credit financing and construction/permanent loan financing using a tax-exempt loan structure
   b. Closed November, 2024
   c. Parties Involved:
      i. Developer Partner: Brinshore Development, L.L.C.
      ii. Investor: The Richman Group
      iii. Lenders: Indiana Housing & Community Development Authority; Allianz Life Insurance Company of North America; Zions Bancorporation, National Association; Housing Authority of the City of Terre Haute

4. **Housing Authority of the City of Phenix City – Hidden Hills Trace:**
   a. RAD conversion of public housing development involving a transfer of assistance with 9% low-income housing tax credit financing and construction/permanent loan financing
   b. Closed October, 2017
   c. Parties Involved:
      i. Developer Partner: Hollyhand Development, LLC
      ii. Investor: Synovus Financial Corporation
      iii. Lenders: Bank of Tuscaloosa; Housing Authority of the City of Phenix City

5. **Watervliet Housing Authority – Hanratta and Day Apartments:**
   a. Portfolio RAD conversion of public housing developments (no new financing)
   b. Closed August, 2017
   c. Parties Involved: N/A

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6. **McKinney Housing Authority – Newsome Homes:**
    a. RAD conversion of public housing development with 4% low-income housing tax credit financing and construction/permanent loan financing
    b. Closed December, 2015
    c. Parties Involved:
        i. Developer Partner: Carleton Development, Ltd.
        ii. Investor: National Equity Fund
        iii. Lenders: Community Bank of Texas, N.A.; McKinney Affordable Housing Development Corporation
        iv. Bond Issuer: McKinney Housing Finance Corporation

7. **Sarasota Housing Authority – Janie Poe Phases I & II:**
    a. RAD conversion of existing mixed-finance developments (no new financing)
    b. Closed September, 2017
    c. Parties Involved:
        i. Developer Partner: Michaels Development Company
        ii. Existing Investors: National Equity Fund; The Richman Group
        iii. Existing Lenders: Housing Finance Authority of Lee County; Sarasota Housing Authority; City of Sarasota; Neighborhood Lending Partners of Florida, Inc.; Florida Housing Finance Corporation

8. **Housing Authority of the City of Evansville – Senior Towers and Caldwell Homes:**
    a. RAD conversion of public housing development with 9% low-income housing tax credit financing and construction/permanent loan financing
    b. Closed May, 2016
    c. Parties Involved:
        i. Developer Partner: Advantix Development Corporation
        ii. Investor: Alliant Group
        iii. Lender: Lake City Bank; Housing Authority of the City of Evansville

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# Key Personnel

Alec Stone will serve as the primary liaison and project manager for the work assigned to Fox. In this role, Alec will work closely with NIRHA to staff matters with the appropriate attorneys, monitoring workload and budget. Our team has the capacity to provide NIRHA with the services set forth in the RFQ, and, at all times, NIRHA will have full access to all of the capabilities of our attorneys and supporting team of complementary personnel.

Summaries of our team members' experience are below, followed by attorney biographies.

**Alec J. Stone** is a Partner in the firm's Real Estate/Affordable Housing Department with over 15 years of experience in matters of affordable housing law. Alec routinely represents public housing authorities nationwide in undertaking and closing complex affordable housing, mixed-income, and mixed-use development projects involving debt and equity financing from both public and private sources. He also advises and assists public housing authorities with cutting-edge development programs and regulatory matters at the federal, state, and local level. Alec has taken the lead on numerous RAD developments and is knowledgeable in all aspects of the program. He is also a frequent speaker at PHADA, FAHRO, Texas Housing Association, the Alabama Association of Housing & Redevelopment Authorities, PAHRA, and elsewhere.

**Vickie Smith Longosz** is Counsel in the firm's Real Estate/Affordable Housing Department with more than four decades of affordable housing experience. Drawing on deep knowledge acquired in the Office of General Counsel at the U.S. Department of Housing and Urban Development, she advises clients on all aspects of affordable housing development, compliance and finance. She has been involved in drafting or finalizing many of the regulations and policies clients grapple with on a daily basis, including procurement, grant funding compliance and competitions, the PHA assessment system, PHA plans, conflicts of interests, reporting and inspections. Vickie is also well-versed in a wide variety of federal labor, environmental and transactional requirements related to the development of affordable housing.

**Sarah H. Winters** is an Associate in the firm's Real Estate/Affordable Housing Department with six years of experience. She assists clients with a wide range of real estate matters, with a particular emphasis on affordable housing and mixed-finance development. Sarah navigates complex debt and equity financing matters, including mixed-finance transactions, federal low-income housing tax credit transactions, project-based vouchers and project-based rental assistance under the U.S. Department of Housing and Urban Development's Rental Assistance Demonstration program.

**Blake Jacobs** is an Associate in the firm's Real Estate/Affordable Housing Department with over three years of experience. He assists clients with navigating complex debt and equity financing matters with respect to affordable housing development. He also provides strategic legal advice on a variety of transactional matters. He assists his clients with forming nonprofit corporations, obtaining tax-exempt recognition and various corporate governance matters. He also regularly advises clients on public procurement matters. Blake is licensed in the states of Pennsylvania and Alabama.

**Emily Kaib** is an Associate in the firm's Real Estate Affordable Housing Department with over two years of experience. She helps clients navigate complex debt and equity financing issues with respect to affordable housing development, assists with organizing entities, including tax-exempt corporations, and provides advice on various corporate governance matters. Emily is licensed in the states of Pennsylvania and Tennessee.

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# Alec J. Stone

**Partner**

ajstone@foxrothschild.com

**Pittsburgh, PA**
Tel: 412.391.2523
Fax: 412.391.6984

Alec's practice is centered on real estate, low-income housing and complex development financing.

His work includes handling matters involving mixed-finance projects, low-income housing tax credits and public housing regulations.

Alec assists public housing authority and developer clients with a variety of complex debt and equity financing matters, including federal low-income housing tax credit transactions, project-based vouchers, project-based rental assistance under the Rental Assistance Demonstration program and HOPE VI grants. He serves as bond counsel and borrower's counsel in tax-exempt financings and routinely advises public housing authorities on regulatory matters at the federal, state and local level. Alec has also represented landowner clients in oil and gas lease negotiations and related mineral rights matters.

**Services**

- Real Estate
- Affordable Housing

**Before Fox Rothschild**

Prior to joining Fox, Alec was an associate in the Pittsburgh office of a multistate firm, where he began as a summer associate. He previously worked as a legal intern for the National Law Center on Homelessness & Poverty and the Neighborhood Legal Services Association.

During law school, Alec worked as an associate for *The George Washington Law Review* and as an assistant for the Mid-Atlantic Innocence Project at George Washington University Law School.

**Beyond Fox Rothschild**

Alec serves as the Vice President of the Board of Directors for Riverview Apartments, Inc., an affordable housing community for senior residents. He was selected as a member of the American College of Real Estate Lawyers (ACREL).

**Bar Admissions**

- Pennsylvania
- Florida

**Education**

- George Washington University Law School (J.D., with high honors, 2012)
- St. Mary's College of Maryland (B.A., magna cum laude, 2009)

**Memberships**

- American College of Real Estate Lawyers (ACREL)

**Board of Directors**

- Riverview Apartments, Inc., Vice President

**Honors & Awards**

- Selected to the "Ones to Watch" list for Real Estate Law in Pittsburgh, PA by *Best Lawyers* (2023-2025)

# Vickie Smith Longosz

**Counsel**

vlongosz@foxrothschild.com

**Washington, DC**
Tel: 202.696.1444

Vickie has more than four decades of affordable housing experience. Drawing on deep knowledge acquired in the Office of General Counsel at the U.S. Department of Housing and Urban Development (HUD), she advises clients on all aspects of affordable housing development, compliance and finance.

Vickie's work at HUD included advising the department, including the offices of Housing, Public Housing, Community Planning and Development, and Fair Housing and Equal Opportunity, on all legal aspects of the Rental Assistance Demonstration (RAD) program as well as serving as Senior Attorney for Public and Indian Housing. She has been involved in drafting or finalizing many of the regulations and policies clients grapple with on a daily basis, including procurement, grant funding compliance and competitions, the PHA assessment system, PHA plans, conflicts of interests, reporting and inspections.

Vickie is also well-versed in a wide variety of federal labor, environmental and transactional requirements related to the development of affordable housing, including:

- Davis-Bacon Act and related labor laws compliance.
- Energy Performance Contract Financing.
- Lead-based Paint Poisoning Prevention Act compliance.
- Compliance with the National Environmental Policy Act and related laws, including flood plains management and wetland protection and air quality as well as development and rehabilitation practices when radon or asbestos is present.
- Public housing project workouts, debt restructuring, demolition and dispositions.
- HUD Appropriations Act interpretations.

**Services**

- Real Estate
- Affordable Housing

**Before Fox Rothschild**

Vickie joined us from the Office of General Counsel for the U.S. Department of Housing and Urban Development, where she was Senior Attorney and former Associate Deputy General Counsel for the Rental Assistance Demonstration (RAD) program.

**Beyond Fox Rothschild**

Vickie has been a speaker at every American Bar Association Forum on Affordable Housing and Community Development Annual Meeting for over 20 years and has written for the *Journal of Affordable Housing and Community Development Law*. She has been a frequent lecturer and trainer at meetings of the Council of Large Public Housing Authorities (CLPHA), National Association of Housing and Redevelopment Officials (NAHRO) and Public Housing Authorities Directors Association (PHADA), as well as numerous training sessions.

**Bar Admissions**

- District of Columbia
- Pennsylvania

**Education**

- Ohio Northern University Law School (J.D., highest honors)
- Indiana University of Pennsylvania (B.A., cum laude)

**Memberships**

- American Bar Association
- District of Columbia Bar Association
- Pennsylvania Bar Association

**Honors & Awards**

- 2017 HUD Secretary's Award (Highest Departmental award)
- 2017 Samuel J. Heyman Service to America Medal Finalist (SAMMIE) from the Partnership for Public Service
- HUD Leigh Curry Award 2012 (Highest award in HUD OGC)

# HUD Experience

While at the U.S. Department of Housing and Urban Development (HUD), Vickie developed extensive experience in laws, regulations and policies, including legislation and regulation drafting, contracts, forms, model evidentiary and regulatory agreements, Annual Contribution Contracts (ACC) and ACC amendments, notices, handbooks and Notices of Funding Opportunities for all aspects of:

- Public housing (under the United States Housing Act of 1937) development, operations, modernization and energy programs such as energy procurement contracting, and financing including public housing mixed finance, Restore Rebuild, HOPE VI, Urban Redevelopment, Capital Fund (and predecessor programs), Capital Fund Financing, Operating Fund and Operating Fund Financing.

- Housing programs (under the National Housing Act and Cranston-Gonzalez Act) for the elderly and persons with disabilities including Section 202 and 811 Capital Advances and Project Rental Assistance and conversion of Section 202 Project Rental Assistance into RAD Section 8 projects.
- Rental Assistance Demonstration Program (RAD) (2016 – April 2025) under HUD Appropriation Acts.
- National Standards for Physical Inspection of Real Estate (NSPIRE).
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for federal awards including grantee requirements such as conflicts of interests and procurement requirements, and related HUD grantee requirements.
- Section 8 Programs (under the Housing and Community Development Act of 1974 amendments to the United States Housing Act of 1937) and with the RAD statute allowing for the conversion of public housing to Section 8.
- Resident Services Programs (under the United States Housing Act of 1937) including Neighborhood Networks, JOBs Plus, Resident Opportunities and Supportive Services, Section 3 of the U.S. Department of Housing and Urban Development Act of 1968 and Resident Management and Resident Business Operation.
- Reviewed all 1,806 RAD transactions from fiscal year 2016 through April 2025 (247,000 public housing units converted to Section 8 Project-Based Vouchers or Section 8 Project-Based Rental Assistances). Transactions resulted in over $23 billion in investments and over 450,000 new jobs, including new Section 3 jobs for low-income residents.
- Developed and prepared workouts of PHA defaults and assisted in settlements of litigation.
- Developed and monitored insurance coverage requirements under the ACC and regulations.

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# Sarah H. Winters

**Associate**

swinters@foxrothschild.com

**Pittsburgh, PA**
Tel: 412.394.5576
Fax: 412.391.6984

Sarah is a member of the firm's Real Estate Department and assists clients with a wide range of real estate matters, with a particular emphasis on affordable housing and mixed-finance development.

She provides strategic representation for public housing authorities on forming nonprofit corporations and obtaining tax-exempt recognition. Sarah navigates complex debt and equity financing matters, including mixed-finance transactions, federal low-income housing tax credit transactions, project-based vouchers and project-based rental assistance under the U.S. Department of Housing and Urban Development's Rental Assistance Demonstration program. She has assisted with numerous affordable housing transactions totaling over $400 million in financing. Sarah also advises public housing authorities on regulatory matters at the federal, state and local level.

Sarah is a member of the firmwide Associates Committee.

**Services**

- Real Estate
- Affordable Housing
- Real Estate & Housing Finance

**Before Fox Rothschild**

Sarah was a summer associate at Fox Rothschild. She also served as a judicial extern to Judge John L. Musmanno of the Pennsylvania Superior Court.

Prior to her legal career, Sarah worked as the assistant to the president and program assistant at the Alfred P. Sloan Foundation, a nonprofit grantmaking institution that supports scientific research. She was also an executive assistant at Hebrew Union College and taught music in an elementary school.

**Beyond Fox Rothschild**

Sarah has spoken at the Allegheny County Bar Association Young Lawyers Division and Pennsylvania Association of Housing and Redevelopment Agencies' (PAHRA) annual and spring conferences, and written for the PAHRA Monitor.

**Bar Admissions**

- Pennsylvania

**Court Admissions**

- U.S. District Court, Western District of Pennsylvania

**Education**

- University of Pittsburgh School of Law (J.D., cum laude, 2019)
- Columbia University (M.A., 2011)
- Hofstra University (B.S., 2007)

**Memberships**

- Allegheny County Bar Association
- American Bar Association
- Pennsylvania Bar Association

**Board of Directors**

- Pittsburgh Legal Diversity & Inclusion Coalition
    - Young Professional Advisory Board
- Belle Voci (2017-2023)

Fox Rothschild

# Blake Jacobs

**Associate**

bjacobs@foxrothschild.com

**Pittsburgh, PA**
Tel: 412.394.5564
Fax: 412.391.6984

Blake represents public housing authorities and their affiliates in their real estate financing and development efforts.

He assists clients with navigating complex debt and equity financing matters with respect to affordable housing development, including:

- Mixed-finance development transactions.
- Federal and state low-income housing tax credit transactions.
- Section 8 project-based vouchers.
- Project-based rental assistance under the U.S. Department of Housing and Urban Development's Rental Assistance Demonstration program.
- Traditional mortgage and equity financing.
- Public and private grant sources, including HOME Investment Partnerships, Choice Neighborhoods and Community Development Block Grants.

Blake also provides strategic legal advice on a variety of transactional matters. He assists his clients with forming nonprofit corporations, obtaining tax-exempt recognition and various corporate governance matters. He also regularly advises clients on public procurement matters.

**Services**

- Real Estate
- Affordable Housing
- Real Estate & Housing Finance

**Before Fox Rothschild**

Blake, a former summer associate, joined us full time after graduating from law school. He previously served as a judicial intern for the Honorable Irene M. Keeley in the U.S. District Court for the Northern District of West Virginia.

While in law school, Blake worked in West Virginia University's U.S. Supreme Court Clinic and served as an extern for the school's Office of Global Affairs. Blake was an associate editor and executive research editor for the *West Viriginia Law Review*. He earned CALI Awards in Criminal Law, Appellate Advocacy and Bankruptcy.

**Beyond Fox Rothschild**

Since 2018, Blake has served as a commissioned officer in the U.S. Army National Guard. During his service, he has served as a Platoon Leader, Company Executive Officer and a Brigade Staff Officer.

**Bar Admissions**

- Pennsylvania
- Alabama

**Education**

- West Virginia University College of Law (J.D., Order of the Coif, 2023)
- West Virginia University (B.A., 2019)

**Memberships**

- Allegheny County Bar Association
- Pennsylvania Bar Association

Fox Rothschild

# Emily Kaib

**Associate**

ekaib@foxrothschild.com

**Pittsburgh, PA**
Tel: 412.391.2487
Fax: 412.391.6984

Emily helps clients navigate complex debt and equity financing issues with respect to affordable housing development, assists with organizing entities, including tax-exempt corporations, and provides advice on various corporate governance matters.

She brings to her practice a broad transactional background that allows her to approach real estate deals with a well-rounded perspective and a deep understanding of how business, structure and strategy intersect.

**Services**

- Real Estate

**Bar Admissions**

- Pennsylvania
- Tennessee

**Education**

- University of Pittsburgh School of Law (J.D., 2024)
  - Blue & Gold Dean's Scholar
- Vanderbilt University (B.A., magna cum laude, 2021)

**Honors & Awards**

- Selected to the "Ones to Watch" list for Mergers and Acquisitions Law - Nashville, TN (2026).
- Named to the American Bar Association's 2025 list of Pro Bono Leaders for her work with TN Free Legal Answers.

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# References

Below please find many examples of transactions we have handled for our clients. We are proud of the work we have done for our housing authority clients and believe that our demonstrated experience and successful past performance make Fox an ideal fit for NIRHA. We invite you to call any of our clients to confirm our team's capabilities.

| **ADVANTIX DEVELOPMENT CORPORATION**<br>Rick Moore, CEO<br>402 Court Street, Suite B<br>Evansville, IN 47708<br>Phone: (812) 428-8500<br>rick.moore@advantixcorp.com | | | | |
|---|---|---|---|---|
| | | | | |
| Fox has served as outside legal counsel to Advantix since its inception over 5 years ago. Advantix is the development arm of the Evansville Housing Authority. It has served as the developer for the Evansville Housing Authority as well as the RAD program conversion of certain public housing owned and operated by the Kokomo Housing Authority, as well as the revitalization of such property. | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| KHA RAD II / Trailside Townhomes | 2020 | N/A | 40 rental | RAD |
| KHA RAD I | 2021 | $41,089,918 | 335 rental | RAD |

| **ALEXANDER CITY HOUSING AUTHORITY**<br>Donna Gabel, Executive Director<br>2110 County Road<br>Alexander City, AL 35010<br>Phone: (256) 794-4706<br>donnagabel@alexcityhousing.org |
|---|
| |
| Fox assisted the Alexander City Housing Authority in reorganizing its affiliated entities and with its future revitalization efforts. Our work included preparing an application for 501(c)(3) tax-exempt status to the IRS for a nonprofit subsidiary entity. |

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| **ALLEGHENY COUNTY HOUSING AUTHORITY**<br>Frank Aggazio, Executive Director<br>301 Chartiers Avenue<br>McKees Rocks, PA 15136<br>Phone: (412) 402-2450<br>franka@achsng.com |
| |
| Fox has served as outside legal counsel to the Allegheny County Housing Authority for over 20 years. Fox attorneys have assisted the Allegheny County Housing Authority in matters ranging from OIG audits to HOPE VI/mixed-finance developments, CFFP loans and employment matters, including the following: |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Homestead I | 2001 | $10,322,126 | 60 senior rental | HOPE VI |
| Groveton Village | 2001 | $14,953,900 | 69 rental | Mixed-Finance |
| Homestead II | 2003 | $5,785,775 | 60 rental | HOPE VI |
| Homestead III | 2004 | $5,182,153 | 60 rental | HOPE VI |
| Ohioview I | 2004 | $16,799,680 | 112 rental | HOPE VI |
| Ohioview II | 2004 | $11,386,569 | 69 rental | HOPE VI |
| Ohioview Homeownership | 2005 | $1,666,637 | 9 for-sale | HOPE VI |
| Dumplin Hall | 2006 | $6,717,542 | 46 rental | Mixed-Finance |
| North Hills Highlands I | 2009 | $14,519,197 | 60 rental | Mixed-Finance |
| North Hills Highlands II | 2010 | $8,619,588 | 37 rental | Mixed-Finance |
| Carnegie Apartments | 2012 | $3,862,393 | 17 rental | Mixed-Finance |
| Castlegate | 2022 | $20,504,000 | 51 rental | Mixed-Finance |
| Gladstone | 2022 | $35,829,000 | 51 rental | Mixed-Finance |

| |
|---|
| **ASPERMONT HOUSING AUTHORITY**<br>Tena Smith, Executive Director<br>P.O. Box 545<br>236 W. Seventh Avenue<br>Aspermont, TX 79502<br>Phone: (940) 989-2721<br>AspermontHA@housingemail.com |
| |
| Fox has been engaged to assist the Aspermont Housing Authority with a Section 18 disposition and organization of a nonprofit affiliate |

| **AUBURN HOUSING AUTHORITY**<br>Sharon N. Tolbert, Chief Executive Officer<br>931 Booker Street<br>Auburn, AL 36832<br>Phone: (334) 821-2262 Ext 233<br>stolbert@auburnhousingauth.org |
|---|
| |
| Fox has been engaged to assist the Auburn Housing Authority in its revitalization efforts since 2017. We have procured a development partner, entered into a Master Development Agreement and are working through the master planning process. |

| **AURORA HOUSING AUTHORITY**<br>Peter K. Wilson, Jr., Esq.<br>Mickey, Wilson, Weiler, Renzi, Lenert & Julien, P.C.<br>140 S. Municipal Drive<br>Sugar Grove, IL 60554<br>Phone: (630) 801-9699 ext. 104<br>pkw@mickeywilson.com |
|---|
| |
| Fox works with Mickey, Wilson, Weiler, Renzi, Lenert & Julien, P.C. as co-counsel related to 501(c)(3) issues for Aurora Housing Authority's affiliate, Northern Lights Development Corporation. |

| **AVON PARK HOUSING AUTHORITY**<br>Tracey Rudy, CEO and Executive Director<br>P.O. Box 1327<br>Avon Park, FL 33826<br>Phone: (863) 452-4432<br>director@avonparkha.org |
|---|
| |
| Fox attorneys assisted the Avon Park Housing Authority's affiliated entity in the purchase of a distressed Federal Housing Administration insured, multi-family facility between 2008 and 2012. Additionally, Fox attorneys closed: |

| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
|---|---|---|---|---|
| North Central I | 2010 | $6,990,000 | 40 rental | Mixed-Finance |
| North Central II | 2010 | $5,347,000 | 32 rental | Mixed-Finance |
| Lakeside Park I | 2011 | $1,500,000 | 16 rental | CFFP |

| **HOUSING AUTHORITY OF BALTIMORE CITY**<br>Christopher Shea, Consultant<br>Former Head of Development<br>5546 Hays Street<br>Pittsburgh, PA 15206<br>Phone: (410) 274-7485<br>cxshea@outlook.com |
|---|

Description: Attorneys in the Fox Affordable Housing Group served as outside legal counsel to the Housing Authority of Baltimore City from 2003 to 2010. Fox attorneys assisted the Housing Authority of Baltimore City in HOPE VI/mixed-finance developments, including the following:

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Reservoir Hill Phase I | 2005 | $13,146,000 | 64 rental | Mixed-Finance |
| Sharp-Leadenhall | 2006 | $6,500,000 | 23 rental | Mixed-Finance |
| 58 Units | 2007 | $11,064,000 | 58 rental | Mixed-Finance |
| Orchard Ridge I | 2007 | $19,354,000 | 100 rental | Mixed-Finance |
| Orchard Ridge II | 2007 | $9,300,000 | 72 rental | Mixed-Finance |
| Orchard Ridge | 2007 | $12, 215,000 | 54 for-sale | Mixed-Finance |
| Albemarle Square | 2008 | $3,889,000 | 10 for-sale | HOPE VI |

| **BRICK PROPERTY SERVICES, LLC**<br>Bryan Hoffman, Executive Director<br>CEO, Lebanon County Housing & Redevelopment Authorities<br>CEO, Brick Property Services, LLC<br>P.O. Box 2005, Cleona, PA 17042<br>Phone: (717) 274-1401 x 106<br>bhoffman@lcha.com |
|---|

Fox has represented Brick Property Services, LLC, an affiliate of the Lebanon County Housing & Redevelopment Authorities since 2018, with the acquisition, development and management of certain low-income housing properties. Additionally, Fox attorneys have closed the following low-income housing tax credit transaction for the client.

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Cherry Orchard Place | 2019 | $13,356,787 | 49 rental | LIHTC |

| HOUSING AUTHORITY OF THE CITY OF BRIDGETON | | | | |
|---|---|---|---|---|
| Raymond M. Maier, Executive Director<br>110 Commerce Street<br>Bridgeton, NJ 08302<br>Phone: (856) 451-4454<br>Raymond.maier@bridgetonpha.org | | | | |
| | | | | |
| Description: Attorneys in the Fox Affordable Housing Group served as legal counsel to the Housing Authority of the City of Bridgeton from 2002 to 2010. Fox attorneys assisted the Housing Authority of the City of Bridgeton in HOPE VI/mixed-finance developments, including the following: | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Bridgeton Phase I | 2004 | $18,675,378 | 114 rental | HOPE VI |
| Bridgeton Phase II | 2004 | $1,768,235 | 9 for-sale | HOPE VI |
| Bridgeton Phase III | 2005 | $17,863,122 | 97 rental | HOPE VI |
| Bridgeton Phase IV | 2006 | $14,437,639 | 50 rental | HOPE VI |
| Bridgeton Phase V | 2007 | $6,186,621 | 23 rental | LIHTC |

| THE HOUSING AUTHORITY OF THE CITY OF BRISTOL |
|---|
| Mitzy Rowe, Chief Executive Officer<br>164 Jerome Avenue<br>Bristol, CT 06010<br>Phone: (860) 585-2034<br>mrowe@bristolhousing.org |
| |
| Fox attorneys have served as outside counsel to the Housing Authority of the City of Bristol for almost a decade. In that capacity, Fox has assisted in the organization of its affiliated entities and redevelopment of certain properties. Fox also assists the client with ongoing compliance matters for its affiliated entities. |

| BROWARD COUNTY HOUSING AUTHORITY |
|---|
| Parnell Joyce, CEO<br>4780 N. State Road 7<br>Lauderdale Lakes, FL 33319<br>Phone: (954) 739-1114<br>pjoyce@bchafl.org |
| |
| Description: Fox has served as counsel to the Broward County Housing Authority on and off since 2004. Attorneys in the Fox Affordable Housing Group also assisted the Broward County Housing Authority in mixed-finance developments, including the following: |
| |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Crystal Lake | 2005 | $39,900,000 | 190 rental | Mixed-Finance |
| Tallman Pines I | 2006 | $29,400,000 | 176 rental | Mixed-Finance |
| Tallman Pines II | 2007 | $5,790,000 | 24 rental | Mixed-Finance |
| Highland Gardens | 2007 | $20,200,000 | 100 rental | Mixed-Finance |
| Ehlinger Apartments | 2010 | $29,000,000 | 155 rental | Mixed-Finance |
| Progresso | 2010 | $20,950,000 | 76 rental | Mixed-Finance |

**BUTLER HOUSING AND REDEVELOPMENT AUTHORITY**

Edward P. Mauk, Chief Executive Officer
114 Woody Drive
Butler, PA 16001
Phone: (724) 287-6797 Ext. 212
ed@housingauthority.com

Fox has been engaged to assist the Butler Housing and Redevelopment Authority in its revitalization efforts since 2016. We assisted with a portfolio RAD conversion of the client's entire public housing stock.

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Portfolio RAD Conversion | 2021 | $6,000,000 | 452 | RAD |

**HOUSING AUTHORITY OF THE CITY OF CAMDEN**

Victor D. Figueroa, Executive Director
2021 Watson Street, 2nd Floor
Camden, NJ 08105
Phone: (856) 968-2775
vfigueroa@camdenhousing.org

Fox attorneys assisted the Housing Authority of the City of Camden in redevelopment, RAD and general legal services.

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Branch Village Mid-Rise | 2016 | $22,281,973 | 50 rental | RAD/Section 8/LIHTC |

| **CLEVELAND HOUSING AUTHORITY**<br>Paul Dellinger, Executive Director<br>450 Walker Street NE<br>PO Box 2846<br>Cleveland, TN 37320-2846<br>Phone: (423) 479-9659<br>paul@clevelandhousing.org | | | | |
|---|---|---|---|---|
| | | | | |
| Description: Fox was engaged by the Cleveland Housing Authority in 2020 to assist in its revitalization efforts, including procuring a development partner, organizing affiliates and submitting low-income housing tax credit applications. | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Phase 1 | 2022 | $32,217,000 | 146 | RAD |
| Phase 2 | 2022 | $32,425,000 | 147 | RAD |

| **COLUMBIANA METROPOLITAN HOUSING AUTHORITY**<br>Rich Wymer, Executive Director<br>325 Moore Street<br>East Liverpool, OH 43920<br>Phone: (330) 984-5754<br>rich@colmha.org |
|---|
| |
| Beginning in 2020 Fox has assisted the Columbiana Housing Authority with regard to issues arising out of programs or policies previously adopted by the Authority. |

| **CORNERSTONE ALLIANCE**<br>Thad Rieder, Development Manager<br>38 W. Wall Street<br>Benton Harbor, MI 49023<br>Phone: (269) 757-0292<br>trieder@cstonealliance.org |
|---|
| |
| The phased Harbor Bluffs transaction was unique. While HUD viewed this as two transactions, the Michigan State Housing Development Authority, which provided Grants in lieu of LIHTC program (funded by the U.S. Department of Treasury under Section 1602 of ARRA (Public Law 111-5)) to complete the remaining 36 units, saw it as one transaction. At the closing of Phase B, all 52 units were subject to the Section 1602 rules and regulations. |
| |

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| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Whitfield I–Phase II Offsite/Scattered | 2006 | $18,492,571 | 70 rental | HOPE VI |
| Harbor Bluffs Phase A | 2009 | $3,203,459 | 16 rental | HOPE VI |
| Harbor Bluffs Phase B | 2010 | $7,873,144 | 28 rental | HOPE VI |

**DANIA BEACH HOUSING AUTHORITY**
Anne Castro, Executive Director
715 W Dania Beach Blvd.
Dania Beach, FL 33004
Phone: (954) 920-9662
acastro@daniabeachousing.org

Fox was engaged in 2017 to assist the Dania Beach Housing Authority in the revitalization of a large public housing community utilizing LIHTCs. Fox also assists Dania Beach Housing Authority with ongoing compliance matters relating to HUD programs.

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Saratoga Crossings I | 2018 | $34,488,365 | 128 rental | Mixed-Finance |
| Saratoga Crossings II | 2018 | $12,287,084 | 44 rental | Mixed-Finance |

**DELAND HOUSING AUTHORITY**
Millie Quinones, Executive Director
460 Laurel Ridge Way
DeLand, FL 32724
Phone: (386) 736-1696 x 371
mquinones@delandhousing.com

Description: Attorneys in the Fox Affordable Housing Group have served as legal counsel to the DeLand Housing Authority since 2008. Fox attorneys assisted the DeLand Housing Authority mixed-finance developments, including the following:

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Laurel Villas | 2010 | $19,200,285 | 120 rental | Mixed-Finance |
| Laurel Court | 2014 | $14,123,416 | 80 rental | Mixed-Finance |

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| DOTHAN HOUSING AUTHORITY | | | | |
|---|---|---|---|---|
| Samuel Crawford, Executive Director<br>P.O. Box 1727<br>Dothan, AL 36302<br>Phone: (334) 794-6713<br>scrawford@dothanhousing.org | | | | |
| Fox has been engaged to assist the Dothan Housing Authority in its revitalization efforts since 2018. We have assisted Dothan in procuring a developer and submitting a low-income housing tax credit application. Additionally, we have successfully closed the following transactions: | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Henry Greene | 2019 | $1,583,339 | 99 rental | RAD |
| Crimson Ridge | 2019 | $3,235,142 | 148 rental | RAD |
| McRae Homes | 2019 | $1,976,426 | 92 rental | RAD |
| Capstone at Kinsey Cove | 2020 | $33,640,929 | 212 rental | RAD/LIHTC |

| HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH | | | | |
|---|---|---|---|---|
| Richard Ball, Executive Director<br>222 East Second Street<br>P.O. Box 16900<br>Duluth, MN 55816<br>Phone: (218) 529-6341<br>info@duluthhousing.com | | | | |
| Description: Attorneys in the Fox Affordable Housing Group served as legal counsel to the Housing and Redevelopment Authority of Duluth. Fox attorneys assisted the Housing and Redevelopment Authority of Duluth in HOPE VI developments, including the following: | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Harbor View I | 2004 | $9,736,624 | 44 rental | HOPE VI |
| Village Place | 2005 | $15,490,600 | 59 rental | HOPE VI |

| |
|---|
| **EL PASO COUNTY HOUSING AUTHORITY**<br>Zulema H. Avila, Executive Director<br>650 NE G Avenue<br>Fabens, TX 79838<br>Phone: (915) 764-3559<br>ed@epcha.com |
| |
| Fox was engaged to assist the El Paso County Housing Authority with applying for 501(c)(3) status and the organization of two instrumentalities. One, a not-for-profit, 501(c)(3) entity and the other, a single member LLC. |

| | | | | |
|---|---|---|---|---|
| **HOUSING AUTHORITY OF THE CITY OF EVANSVILLE**<br>Timothy Martin, Director of Development<br>500 Court Street<br>Evansville, IN 47708<br>Phone: (812) 428-8500<br>Tim.martin@evansvillehousing.org | | | | |
| | | | | |
| Fox has been assisting the Housing Authority of the City of Evansville in its revitalization and asset repositioning efforts since 2014. We have successfully closed the following transactions for the Housing Authority of the City of Evansville: | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Senior Towers | 2016 | $30,261,681 | 438 rental | RAD/LIHTC |
| Caldwell Homes | 2016 | $10,866,517 | 121 rental | RAD/LIHTC |
| EHA RAD V (Scattered site) | 2018 | N/A | 135 rental | RAD |
| Evansville Townhomes | 2019 | $11,620,148 | 30 rental | RAD/LIHTC |

| |
|---|
| **FALLS CITY HOUSING AUTHORITY**<br>Anthony Nussbaum, Executive Director<br>800 East 21st Street<br>Falls City, NE 68355<br>Phone: (402) 245-4204<br>anussbaum@fallscityhousing.org |
| |
| In 2020, Fox was engaged to assist the to assist the Falls City Housing Authority with closing RAD projects for East View Apartments, Falls City, NE and Pawnee Village, Pawnee City, NE. In addition, the Authority may also need help with ownership transfer of Pioneer Plaza Apartments, Falls City, NE |
| |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Pawnee City / Portfolio RAD Conversion | 2021 | n/a | 133 rental | RAD |

**FAYETTE COUNTY HOUSING AUTHORITY**
Andre Walters, Executive Director
624 Pittsburgh Road
Uniontown, PA 15401-2214
Phone: (724) 434-2129
Awalter1@faycha.org

Fox has served as counsel to the Fayette County Housing Authority since 2005. The Laurel Estates transaction was unique at the time in that HUD allowed the Fayette County Housing Authority to pledge RHFF for its CFFP loan, the proceeds of which were loaned to the owner entity. The pledge of RHFF for the CFFP loan gave the Authority a guaranteed use for its RHFF while maintaining Capital Funds to meet other needs.

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Laurel Estates | 2007 | $13,769,776 | 56 rental | Mixed-Finance |
| Heritage | 2011 | $634,838 | 36 rental | Mixed-Finance |
| White Swan | 2017 | $12,353,960 | 47 rental | Mixed-Finance |

**HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE**
Tam English, Executive Director
437 SW 4th Avenue
Ft. Lauderdale, FL 33315
Phone: (954) 525-6444 x 106
tenglish@hacfl.com

The Housing Authority of the City of Fort Lauderdale engaged Fox in 2005. The Authority continues to revitalize all of its affordable housing properties.

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Dixie Court I | 2007 | $16,531,648 | 122 rental | Mixed-Finance |
| Dixie Court II | 2008 | $7,698,388 | 32 rental | Mixed-Finance |
| Dixie Court III | 2008 | $17,122,500 | 40 rental | Mixed-Finance |
| Northwest Gardens I | 2010 | $23,176,732 | 71 rental | Mixed-Finance |
| Northwest Gardens III | 2010 | $28,663,352 | 150 rental | Mixed-Finance |
| Dr. Kennedy Homes | 2010 | $28,863,546 | 132 rental | Mixed-Finance |

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| | | | | |
|---|---|---|---|---|
| Northwest Gardens II | 2013 | $29,308,096 | 128 rental | Mixed-Finance |
| Northwest Gardens IV | 2013 | $34,145,541 | 138 rental | Mixed-Finance |
| Sailboat Bend Phase I | 2014 | $16,935,473 | 105 rental | Mixed-Finance |
| Northwest Gardens V | 2016 | $35,031,885 | 200 LIHTC units / 99 PBV units | Mixed-Finance |
| Suncrest Court | 2019 | $33,910,012 | 116 rental | RAD/4% LIHTC |
| Sailboat Bend Phase II | 2019 | $36,239,615 | 110 rental | Mixed-Finance |
| Poinciana Crossing | 2020 | $37,750,731 | 113 rental | LIHTC |
| Northwest Gardens III | 2021 | $3,718,300 | 150 rental | 223(f) |
| Federal Apartments | 2021 | $6,200,000 | 164 rental | TPA |
| Sailboat Bend Refinancing | 2022 | $3,599,900 | 105 rental | 223(f) |
| Dixie Court I Refinancing | 2022 | $4,946,200 | 122 rental | 223(f) |
| Dixie Court III Refinancing | 2022 | $3,720,000 | 40 rental | 223(f) |

**THE HOUSING AUTHORITY OF THE CITY OF FORT MYERS**
Marcia Davis, Executive Director
4224 Renaissance Preserve Way
Fort Myers, FL 33916
Phone: (239) 344-3221
marcia@hacfm.org

Description: Fox has served as legal counsel to the Housing Authority of the City of Ft. Myers since 2012. Fox attorneys assisted the Housing Authority of the City of Ft. Myers in mixed finance developments, including the following:

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Sabal Palm | 2013 | $20,159,000 | 126 rental | Mixed-Finance |
| Palmetto Court | 2013 | $17,805,000 | 86 rental | Mixed-Finance |

**FORT WALTON BEACH HOUSING AUTHORITY**
Gail Sansbury, Executive Director
27 Robinwood Dr. SW
Fort Walton Beach, FL 32548
Phone: (850) 243-3224 ext. 356
gail@fwbha.org

Fox has been engaged to assist the Fort Walton Beach Housing Authority since 2018 to assist in its revitalization efforts. We have assisted in procuring a developer and submitting a low-income housing tax credit application.

| **FORT WAYNE HOUSING AUTHORITY**<br>George Guy, Executive Director<br>7315 Hanna Street<br>Fort Wayne, IN  46816<br>Phone:  (260) 267-9300<br>Gguy@fwha.org | | | | |
|---|---|---|---|---|
| Fox has been assisting the Fort Wayne Housing Authority since 2016 with the development of a 56 unit rental project funded with low-income housing tax credits, HOME funds, AHP funds, a commercial loan and a Housing Trust Fund loan. | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| River's Edge | 2019 | $13,800,000 | 56 rental | LIHTC |
| McCormick Place | 2020 | $24,882,000 | 94 rental | RAD/LIHTC |

| **HOUSING AUTHORITY OF THE CITY OF FREEPORT**<br>Babette Jamison-Varner, MPA, Chief Executive Officer<br>1052 West Galena Avenue<br>Freeport, IL  61032<br>Phone:  (815) 232-4171  Ext. 1015<br>BJamisonVarner@hacf.us |
|---|
| In 2018, Fox was engaged to assist the Housing Authority of the City of Freeport in the completion of its redevelopment effort.  Initially, Fox has worked with the Developer as it completes the development and exits, so that the Authority will become the sole general partner and manager of Bruster-Hosmer. Fox is also working with the Authority on additional future redevelopment efforts. |

| **GARY HOUSING AUTHORITY**<br>Taryl L. Bonds, MPA, Executive Director<br>578 Broadway, 2nd Floor<br>Gary, IN 46402<br>Phone:  (219) 881-7919<br>tbonds@garyhousing.org | | | | |
|---|---|---|---|---|
| Fox was engaged to represent the Gary Housing Authority in its redevelopment of various properties in 2020.  Fox recently assisted on closing the following: | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Al Thomas Senior Mid Rise | 2021 | $28,462,268 | 170 rental | LIHTC |

| HOUSING AUTHORITY OF THE CITY OF GOLDSBORO<br>Anthony Goodson, Jr., Chief Executive Officer<br>700 N. Jefferson Ave.<br>Goldsboro, NC 27530<br>Phone: (919) 735-4226 ext. 113<br>aggodson@hacg.org |
|---|
| |
| Fox was engaged to assist the Housing Authority of the City of Goldsboro in its revitalization efforts. In that capacity, Fox has assisted in organizing affiliated entities to begin the redevelopment process. |

| GREGORY HOUSING AUTHORITY<br>Krystal Hild, Interim Executive Director<br>P.O. Box 206/103 Granajo<br>Gregory, TX 78359<br>Phone: (361) 643-5014<br>Krystal_hild@gregoryha.org |
|---|
| |
| Fox has been engaged to assist the Gregory Housing Authority since 2016 in its revitalization efforts. Fox attorneys have closed the following development transactions for the client: |
| |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Orchid Circle/Las Palmas | 2018 | $9,134,655 | 58 rental | RAD/LIHTC |

| HIALEAH HOUSING AUTHORITY<br>Main Office<br>75 E 6 Street<br>Hialeah, FL 33010 |
|---|
| |
| Description: From 1997 to 2005, we served as General Counsel for the Hialeah Housing Authority. |

| HOLLYWOOD HOUSING AUTHORITY<br>Tim Schwartz, Executive Director<br>7350 N. Davie Rd. Ext.<br>Hollywood, FL 33024<br>Phone: (954) 989-4691 x312<br>tim@hhafl.com | | | | |
|---|---|---|---|---|
| | | | | |
| Description: Attorneys in the Fox Affordable Housing Group served as legal counsel to the Hollywood Housing Authority in its only mixed-finance development. | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Gardens at Driftwood | 2009 | $18,180,000 | 120 rental | Mixed-Finance |

| LACKAWANNA COUNTY HOUSING AUTHORITY<br>Patrick Padula, Executive Director<br>2019 W. Pine Street<br>Dunmore, PA 18512<br>Phone: (570) 342-7629 x303<br>ppadula@hacl.org | | | | |
|---|---|---|---|---|
| | | | | |
| In 2018, Fox was engaged to assist the Lackawanna County Housing Authority in leveraging its RHFF using the CFFP. Fox attorneys successfully closed on the following transactions for the client: | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| West Pine Street, Dunmore, PA | 2019 | $795,671 | 4 rental | CFFP |

| LEXINGTON HOUSING AUTHORITY<br>Brian Copley<br>Heldt, McKeone, & Copley<br>710 N. Grant Street<br>Lexington, NE 68850<br>Phone: (308) 324-5151<br>bcopley@hmlawoffices.com | | | | |
|---|---|---|---|---|
| | | | | |
| Description: In 2020, Fox was engaged to assist the to assist the Lexington Housing Authority with closing its RAD projects. | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Portfolio RAD Conversion | 2021 | n/a | 49 rental | RAD |

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| LOUISVILLE METRO HOUSING AUTHORITY<br>Lisa Osanka, Executive Director<br>420 S. Eighth Street<br>Louisville, KY 40203<br>Phone: (502) 569-3420<br>osanka@lmha1.org | | | | |
|---|---|---|---|---|
| | | | | |
| Description: Attorneys in the Fox Affordable Housing Group served as outside legal counsel to the Louisville Metro Housing Authority in HOPE VI/mixed-finance developments, including the following: | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Clarksdale Off-site | 2005 | $11,569,818 | 173 rental | Mixed-Finance |
| Clarksdale On-site I | 2006 | $21,707,348 | 148 rental | Mixed-Finance |
| Clarksdale On-site II | 2006 | $11,052,055 | 76 rental | Mixed-Finance |
| Clarksdale On-site III | 2007 | $22,296,197 | 146 rental | Mixed-Finance |
| Clarksdale On-site IV | 2007 | $11,201,837 | 73 rental | Mixed-Finance |
| Downtown Scholar House | 2012 | $11,136,817 | 54 rental | Mixed-Finance |

| LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY<br>Mary E. Mayrose, Executive Director<br>1948 Thomson Drive<br>Lynchburg, VA 24501<br>Phone: (434) 485-7220<br>Mary.mayrose@lynchburgva.gov |
|---|
| |
| Description: Fox was recently engaged to assist the Lynchburg Redevelopment and Housing Authority in its revitalization efforts. |

| MACON HOUSING AUTHORITY<br>Mike Austin, CEO<br>2015 Felton Avenue<br>P.O. Box 4928<br>Macon, GA 31208<br>Phone: (478) 752-5070<br>Executive director@maconhousing.org |
|---|
| |
| Fox attorneys assisted the Macon Housing Authority in changing its business model in order to more efficiently utilize its housing stock. |

| **MARION HOUSING AUTHORITY**<br>Steven M. Sapp, Chief Executive Officer<br>601 S. Adams Street<br>Marion, IN 46953<br>Phone: (765) 664-5194 ext. 103<br>steve@marionha.com |
|---|
| |
| Fox has been working with the Marion Housing Authority and its Affiliate, Building for Change, for over 6 years assisting with the refinance of loans for a housing property. |

| **MCKINNEY HOUSING AUTHORITY**<br>Roslyn Miller, Executive Director<br>1200 North Tennessee Street<br>McKinney, TX 75069<br>Phone: (972) 542-5641<br>rmiller@mckinneyha.org |
|---|
| |
| Fox has worked with the McKinney Housing Authority for almost a decade assisting in the asset repositioning and revitalization of its public housing portfolio. Fox attorneys have selected a developer partner for the McKinney Housing Authority and negotiated multiple master development agreements with the selected developer partner. Additionally, Fox has closed on the following revitalization transactions for the client: |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Newsome Homes | 2015 | $23,091,927 | 180 rental | RAD/LIHTC |
| Merritt Homes | 2018 | $22,928,066 | 136 rental | RAD/ LIHTC |

| **MEMPHIS HOUSING AUTHORITY**<br>Marcia E. Lewis, CEO<br>700 Adams Avenue<br>Memphis, TN 38105<br>Phone: (901) 544-1102<br>mlewis@memphisha.org |
|---|
| |
| Fox attorneys have represented the Memphis Housing Authority since 2016 in its redevelopment efforts, preparation of new management agreement and review of HOPE VI and Land Bank documents. Our attorneys are currently working on a combined CNI and RAD redevelopment of Foote Homes. |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Foote Homes | 2018 | $34,815,000 | 114 rental | CNI/RAD |
| Foote Homes II | 2018 | $37,817,000 | 134 rental | CNI/RAD |

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| | | | | |
|---|---|---|---|---|
| Foote Homes III | 2020 | $25,382,000 | 126 rental | CNI |
| Foote Homes IV (South City) | 2021 | $29,293,000 | 138 rental | CNI |
| Askew/Uptown | 2021 | $20,317,000 | 131 rental | RAD |
| College Park | 2021 | $50,142,000 | 341 rental | RAD |
| South City V | 2022 | $31,836,000 | 120 Rental | CNI |

**MERCER COUNTY HOUSING AUTHORITY**
Holly Campbell, Acting Executive Director
80 Jefferson Avenue
Sharon, PA 16146-0683
Phone: (724) 342-4005
h.campbell@mchousing.net

Description: Attorneys in the Fox Affordable Housing Group served as outside legal counsel to the Mercer County Housing Authority. Fox attorneys assisted the Mercer County Housing Authority in HOPE VI/mixed-finance developments, including the following:

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Steel City Phase I Rental | 2002 | $13,901,282 | 53 rental | HOPE VI |
| Steel City Phase II Rental | 2003 | $2,325,085 | 34 rental | HOPE VI |
| Centennial Place Phase I Homeownership | 2004 | $2,941,327 | 12 for-sale | Mixed-Finance |

**HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH**
Alexander L. Palenzuela, Esq.
Law offices of Alexander L. Palenzuela, P.A.
1200 Brickell Avenue, Suite 1440
Miami, FL 33131-3205
Phone: (305) 375-9510 x 303

Fox is working with Law Offices of Alexander L. Palenzuela, P.A. as co-counsel related to the Housing Authority of the City of Miami Beach revitalization efforts including working with HUD, including advising and assisting in its modernization and revitalization efforts, as well as real estate and tax credit development with and without use of the HUD's RAD program. Fox began working with Miami in 2020.

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| **NEW ROCHELLE MUNICIPAL HOUSING AUTHORITY**<br>Angela Davis-Farrish, Executive Director<br>50 Sickles Avenue<br>New Rochelle, NY 10801<br>Phone: (914) 636-7050 x 201<br>afarrish@nrmha.org |
|---|
| Fox has been engaged by the New Rochelle Municipal Housing Authority since 2017 to assist in the asset repositioning and revitalization of its public housing portfolio. Fox attorneys have selected a developer partner for the New Rochelle Municipal Housing Authority and successfully negotiated a master development agreement with the selected developer partner. Fox has also assisted New Rochelle Municipal Housing Authority with compliance matters relating to HUD and the City of New Rochelle. Additionally, Fox has closed on the following revitalization transactions for the client: |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Queen City | 2018 | $50,228,642 | 203 rental | RAD and tax credit development |

| **HOUSING AUTHORITY OF NEWPORT**<br>Tom Guidugli, Executive Director<br>30 East 8th Street<br>Newport, KY 41072<br>Phone: (859) 581-2533 x204<br>tguidugli@neighborhoodfoundations.com |
|---|
| Fox worked with the Housing Authority of Newport from 2002 to 2010. The Grand Towers project was unique because it consisted of a mixed-finance and LIHTC condominium development located on six floors of a 12-story public housing high rise building. |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Grand Towers | 2004 | $4,578,598 | 76 rental | Mixed-Finance |
| Corpus Christi | 2005 | $2,767,000 | 20 rental | HOPE VI |
| Saratoga Roberts | 2007 | $7,509,844 | 39 rental | HOPE VI |
| City Wide | 2008 | $16,600,000 | 100 rental | HOPE VI |

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| **HOUSING AUTHORITY OF OWENSBORO**<br>Shauna Boom, Executive Director<br>2161 East 19th Street<br>Owensboro, KY 42303<br>Phone: (270) 683-5365 x208<br>shauna@owensborohousing.org |
|---|
| |
| Fox was engaged to assist the Housing Authority of Owensboro in 2019 with regard to the conversion of its public housing portfolio to Section 8 project-based assistance under the RAD program. To that end, we have successfully closed the following transactions for Housing Authority of Owensboro: |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Harry Smith Homes | 2020 | $454,744 | 124 rental | RAD |
| PG Walker | 2020 | $629,397 | 52 rental | RAD |
| Adams Village | 2020 | $398,972 | 76 rental | RAD |

| **PENNROSE PROPERTIES, INC.**<br>Mark Dambly, President<br>One Brewery Park<br>1301 North 31st Street<br>Philadelphia, PA 19121-4495<br>Phone: (267) 386-8666<br>mdambly@pennrose.com |
|---|
| |
| Description: Attorneys in the Fox Affordable Housing Group represented Pennrose Properties in certain HOPE VI/mixed-finance transactions. |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| McCallie I | 2003 | $8,397,000 | 72 rental | HOPE VI |
| McCallie II | 2003 | $8,420,000 | 101 rental | HOPE VI |
| McCallie III | 2005 | $11,814,000 | 102 rental | HOPE VI |
| McCallie IV | 2005 | $3,068,000 | 125 for sale | HOPE VI |
| HART 1A | 2006 | $17,699,797 | 80 rental | HOPE VI |
| HART 1B | 2006 | $16,899,029 | 79 rental | Mixed-Finance |
| HART 2A | 2007 | $14,737,544 | 60 rental | HOPE VI |
| HART 2B | 2009 | $20,013,938 | 50 rental | HOPE VI |
| HART Homeownership | 2010 | $15,165,799 | 53 for sale | HOPE VI |

| **PEORIA HOUSING AUTHORITY**<br>Jackie Newman, Executive Director<br>100 S. Richard Pryor Place<br>Peoria, IL 61605<br>Phone: (309) 676-8736<br>PBollinger@pha.peoria.il.us | | | | |
|---|---|---|---|---|
| | | | | |
| Description: Attorneys in the Fox Affordable Housing Group served as outside legal counsel to the Peoria Housing Authority in a CFFP financing. | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Harrison Homes Redevelopment Phase III | 2011 | $1,200,000 | 35 rental | CFFP Loan |

| **HOUSING AUTHORITY OF THE CITY OF PHENIX CITY**<br>Dr. Jason Whitehead, Executive Director<br>200 16th Street<br>Phenix City, AL 36867<br>Phone: (334) 664-9991<br>jwhitehead@pchousing.org | | | | |
|---|---|---|---|---|
| | | | | |
| Fox attorneys have been engaged by the Housing Authority of the City of Phenix City since 2015 to assist in the asset repositioning and revitalization of its public housing portfolio. Fox has closed on the following transactions for the client: | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Hidden Hills Trace | 2017 | $21,660,052 | 84 rental | RAD/LIHTC |
| Whitewater Village | 2018 | $17,923,018 | 82 rental | RAD/LIHTC |
| Whispering Pines | 2018 | N/A | 76 rental | RAD |
| Liberty Hill | 2020 | $15,396,400 | 72 rental | RAD/LIHTC |

| **CITY OF PHOENIX**<br>Angela Duncan, Housing Development Manager<br>251 W. Washington Street, 4th Floor<br>Phoenix, AZ 85003<br>Phone: (602) 262-1881<br>Angela.duncan@phoenix.gov |
|---|
| |
| Fox has been engaged by the City of Phoenix since 2002 to assist in its revitalization efforts. Recently, Fox attorneys have assisted the City of Phoenix in converting a number of mixed-finance low-income |

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housing tax credit developments to Section 8 project-based assistance using the RAD program. Fox also assists the City of Phoenix on implementing its CNI program award, including in connection with affordable CNI developments involving RAD. Fox has closed on the following transactions for the client:

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Matthew Henson I | 2004 | $30,483,677 | 199 rental | HOPE VI |
| Matthew Henson II | 2004 | $12,525,627 | 129 rental | HOPE VI |
| Matthew Henson III | 2006 | $21,904,604 | 136 rental | HOPE VI |
| Matthew Henson IV | 2007 | $15,233,000 | 86 rental | HOPE VI |
| McCarty on Monroe | 2008 | $17,643,000 | 69 rental | Mixed-Finance |
| Krohn West | 2010 | $21,675,000 | 83 rental | HOPE VI |
| Frank Luke | 2012 | $11,827,000 | 60 rental | HOPE VI |
| Marcos de Niza | 2012 | $37,134,000 | 374 rental | Mixed-Finance |
| Summit Apartments | 2013 | $5,532,000 | 206 rental | HOPE VI |
| Frank Luke II | 2015 | $17,365,000 | 56 rental | HOPE VI |
| Frank Luke III | 2016 | $23,960,000 | 74 rental | HOPE VI |
| Monroe Gardens | 2019 | $20,800,000 | 78 rental | RAD |
| Washington Manor | 2019 | $550,000 | 112 rental | RAD |
| Soluna I | 2020 | $25,472,000 | 111 rental | CNI |
| Foothills Village | 2020 | $31,859,000 | 200 rental | RAD/LIHTC |
| Soluna II | 2020 | $18,370,000 | 66 rental | CNI |
| McCarty on Monroe | 2020 | N/A | 69 rental | RAD / Mixed-Finance |
| Harmony at the Park I | 2021 | $35,183,130 | 120 | CNI |
| Aeroterra Senior | 2021 | n/a | 60 rental | RAD |
| Pine Towers | 2022 | | | RAD |

**HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**
Caster D. Binion, Executive Director
Kim Detrick, Director of Procurement
200 Ross Street, 9th Floor
Pittsburgh, PA 15219
Phone: (412) 456-5075
Caster.binion@hacp.org
Kim.detrick@hacp.org

Description: The Fox Affordable Housing Group has served as outside legal counsel to the Housing Authority of the City of Pittsburgh for almost 30 years. In that capacity, our lawyers have assisted the Housing Authority of the City of Pittsburgh in its HOPE VI/mixed-finance developments, including the following:

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Manchester IA | 1996 | $2,915,594 | 20 rental | HOPE VI |
| Manchester IB | 1996 | $1,601,113 | 11 for-sale | HOPE VI |
| Manchester IIA | 1997 | $5,676,600 | 25 rental | HOPE VI |
| Manchester IIB | 1997 | $2,125,547 | 15 for-sale | HOPE VI |
| Manchester III | 1996 | $4,259,029 | 18 rental | HOPE VI |
| Manchester IV | 1999 | $3,503,149 | 23 rental | HOPE VI |
| Smith Terrace | 1997 | $5,553,772 | 36 senior rental | HOPE VI |
| Allequippa IA | 1998 | $25,389,268 | 253 rental | HOPE VI |
| Allequippa IA | 1998 | $1,024,821 | 7 for-sale | HOPE VI |
| Allequippa IB | 1999 | $24,800,388 | 146 rental | HOPE VI |
| Allequippa IC | 2000 | $26,957,841 | 150 rental | HOPE VI |
| Allequippa ID | 2001 | $16,363,091 | 86 rental | HOPE VI |
| Pennley Place | 1999 | $14,568,009 | 102 rental | Mixed-Finance |
| Silver Lake | 2002 | $15,474,725 | 75 senior rental | Mixed-Finance |
| Bedford 1A | 2002 | $8,982,677 | 48 rental | HOPE VI |
| Bedford 1B | 2002 | $17,199,979 | 99 rental | HOPE VI |
| Bedford II | 2007 | $20,659,394 | 116 rental | Mixed-Finance |
| Bedford III | 2008 | $22,109,172 | 88 rental | Mixed-Finance |
| Garfield I | 2008 | $21,659,303 | 90 rental | Mixed-Finance |
| Garfield II | 2009 | $12,691, 888 | 45 rental | Mixed-Finance |
| Oak Hill II | 2010 | $28,860,000 | 86 rental | Mixed-Finance |
| Garfield III | 2010 | $11,591,363 | 40 rental | Mixed-Finance |
| Garfield IV | 2012 | $14,673,836 | 50 rental | Mixed-Finance |
| Addison I | 2013 | $62,912,000 | 186 rental | Mixed-Finance |
| Hamilton/Larimer I | 2015 | $36,384,000 | 85 rental | CNI |
| Addison II | 2015 | $34,338,000 | 90 rental | Mixed-Finance |
| Addison III | 2016 | $22,223,762 | 52 rental | Mixed-Finance |
| Hamilton/Larimer II | 2017 | $39,637,468 | 150 rental | CNI |
| Oak Hill | 2017 | N/A | 395 rental | RAD |
| Allegheny Dwellings | 2017 | $24,679,775 | 65 rental | Mixed-Finance |
| Crawford | 2018 | $8,481,500 | 347 rental | Mixed-Finance |
| Addison IV | 2019 | $31,448,151 | 56 rental | Mixed-Finance |
| Larimer III | 2021 | $14,805,140 | 42 rental units | CNI |
| Larimer IV | 2021 | $32,283,000 | 42 rental and commercial space | CNI |

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| **PLEASANTVILLE HOUSING AUTHORITY**<br>Vernon Lawrence, Executive Director<br>156 North Main Street<br>Pleasantville, NJ 08232<br>Phone: (609) 646-3023<br>Vlawrence@pleasantvilleha.org | | | | |
|---|---|---|---|---|
| Description: Attorneys in the Fox Affordable Housing Group served as outside legal counsel to the Pleasantville y Housing Authority in its HOPE VI development. | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Woodland Terrace I | 2005 | $5,992,719 | 57 tax credit / public housing | HOPE VI |

| **HOUSING AUTHORITY OF POMPANO BEACH**<br>Patrice Watkins-Edwards, Deputy Director<br>321 West Atlantic Boulevard<br>Pompano Beach, FL 33060<br>Phone: (954) 785-7200 x233<br>pwatkins@hapb.org | | | | |
|---|---|---|---|---|
| Description: The Fox Affordable Housing Group has been serving as outside legal counsel to the Housing Authority of Pompano Beach for over 15 years. In that capacity, our lawyers have assisted the Housing Authority of Pompano Beach in its mixed-finance developments, including the following: | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Golden Square | 2008 | $28,695,000 | 180 rental | Mixed-Finance |
| Golden Villas | 2008 | $19,234,000 | 120 rental | Mixed-Finance |

| **RIVIERA BEACH HOUSING AUTHORITY**<br>John W. Hurt, Executive Director<br>2001 Broadway, Suite 101<br>Riviera Beach,FL 33404-5002<br>Phone: (561) 845-7450<br>jhurt@rivierabeachha.com |
|---|
| The Fox Affordable Housing Group serves at outside legal counsel to the Riviera Beach Housing Authority to structure the Authority's affiliated entities and represent the Authority in the revitalization of its property. |

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| ROCKFORD HOUSING AUTHORITY<br>Laura Snyder, CEO<br>223 S. Winnebago Street<br>Rockford, IL 61102<br>Phone: (815) 489-8570<br>lsnyder@rockfordha.org | | | | |
|---|---|---|---|---|
| | | | | |
| Description: The Fox Affordable Housing Group served as outside legal counsel to the Rockford Housing Authority in its mixed-finance development. | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Jane Addams Park Apartments | 2012 | $8,863,904 | 32 rental | Mixed-Finance |

| SAN BENITO HOUSING AUTHORITY<br>Yvette T. Nieto, Executive Director<br>1400 N. Reagan St.<br>San Benito, TX 78586<br>Phone: (956) 399-7501<br>ynieto@sanbenitohousing.com | | | | |
|---|---|---|---|---|
| | | | | |
| Fox was engaged to assist the San Benito Housing Authority in its revitalization efforts in 2020. We have assisted in procuring a developer and submitting a low-income housing tax credit application. Fox attorneys have also assisted the San Benito Housing Authority with the RAD program conversion and revitalization of its public housing buildings. | | | | |
| | | | | |
| **Project** | **Year** | **Amt of Financing** | **Units** | **Type** |
| Palmville Estates | 2022 | $10,924,983 | 86 rental | RAD |

| SARASOTA HOUSING AUTHORITY<br>William Russell, Executive Director<br>40 South Pineapple Ave.<br>Sarasota, FL 34236<br>Phone: (941) 361-6210<br>wrussell@sarasotahousing.org |
|---|
| |
| Description: The Fox Affordable Housing Group has served as outside legal counsel to the Sarasota Housing Authority since 2013. In that capacity, our lawyers have assisted the Sarasota Housing Authority in its mixed-finance and RAD developments, including the following: |
| |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Janie Poe | 2015 | $14,905,000 | 72 rental | Mixed-Finance |
| McCown Towers | 2016 | N/A | 100 rental | RAD |
| Janie Poe I & II | 2017 | N/A | 47 rental | RAD |

**SOUTH SAN FRANCISCO HOUSING AUTHORITY**
Leah Taylor, Executive Director
350 C Street
South San Francisco, CA 94080
Phone: (415) 678-8497
sosfha@sbcglobal.net

Fox was recently engaged to assist the South San Francisco Housing Authority with organizing a Section 8 voucher program.

**STARK METROPOLITAN HOUSING AUTHORITY**
Herman L. Hill, Executive Director
400 East Tuscarawas Street
Canton, OH 44702
Phone: (330) 454-8051
hhill@starkmha.org

Fox worked with Roetzel & Andress LPA as co-counsel to defend a series of audits conducted by the HUD, OIG since 2015.

**SYRACUSE HOUSING AUTHORITY**
William J. Simmons, Executive Director
516 Burt Street
Syracuse, NY 13202
Phone: (315) 475-6181
wsimmons@syrhousing.org

Fox was engaged to assist the Syracuse Housing Authority in 2019 in its redevelopment efforts. Currently, the parties have procured developers for a number of sites and are proceeding on finalizing the developments.

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| TOPEKA HOUSING AUTHORITY<br>Trey George, President/CEO<br>2010 SE California Avenue<br>Topeka, KS 66607<br>Phone: (785) 286-7277<br>tgeorge@tha.gov |
|---|

Fox was engaged to assist the Topeka Housing Authority in 2019 to assist with its revitalization efforts and the organization of affiliated entities and matters related to property management of affordable and market-rate properties. Fox has assisted Topeka Housing Authority in successfully closing the following transactions:

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Casson Homes | 2020 | $8,795,774 | 41 rental | 9% LIHTC |
| Curtis Homes | 2020 | $7,127,070 | 59 rental | 4% LIHTC |

| TROY HOUSING AUTHORITY<br>Debbie Rogers, ED<br>P.O. Drawer 289<br>Troy, FL 36081-0289<br>Phone: (334) 566-1271<br>rogersd@troycable.net |
|---|

Fox was engaged by the Troy Housing Authority in 2018 to assist it in the conversion of certain of its public housing developments to Section 8 project-based assistance pursuant to HUD's RAD program.

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Knox / Aster | 2019 | N/A | 194 | RAD |
| Segars / Murphree | 2019 | N/A | 154 | RAD |

| TRUMBULL METROPOLITAN HOUSING AUTHORITY<br>Donald Emerson, Executive Director<br>4076 Youngstown Road S.E., Suite 101<br>Warren, OH 44484<br>Phone: (330) 369-1533<br>demerson@trumbulltmha.org |
|---|

Fox has represented the Trumbull Metropolitan Housing Authority in its redevelopment efforts since 2007.

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| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Girard Manor | 2008 | $8,800,000 | 40 rental | Mixed-Finance |

| |
|---|
| **URBAN ATLANTIC**<br>Caroline Kenney, Managing Director of Public-Private Housing<br>7735 Old Georgetown Road, Suite 600<br>Bethesda, MD 20818<br>Phone: (240) 793-1805<br>CKenney@urban-atlantic.com |
| |
| Fox has been engaged by Urban Atlantic to assist with forming an affiliate and assist in the financing and development of a mixed use, mixed-income development in Charlotte, North Carolina. |

| |
|---|
| **WARREN COUNTY HOUSING AUTHORITY**<br>Tonya Mitchell-Weston, Executive Director<br>108 Oak Street<br>Warren, PA 16365<br>Phone: (814) 723-2312<br>tonyahacw@westpa.net |
| |
| Fox was recently engaged by the Warren County Housing Authority to assist with services related to its real estate and tax credit development using the RAD program. |

| |
|---|
| **WATERVLIET HOUSING AUTHORITY**<br>Matthew Ethier, Executive Director<br>2400 Second Avenue<br>Watervliet, NY 12189<br>Phone: 518-273-4717<br>methier@watervliethousing.org |
| |
| Fox was engaged by the Watervliet Housing Authority in 2016 to assist it in the conversion of certain of its public housing developments to Section 8 project-based assistance pursuant to HUD's RAD program. |

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| Hanratta Apartments | 2017 | N/A | 129 rental | RAD |
| Day Apartments | 2017 | N/A | 178 rental | RAD |

**WEST PALM BEACH HOUSING AUTHORITY**
Maggie Perez, Executive Director
3700 Georgia Avenue
West Palm Beach, FL 33401
Phone: (561) 655-8530 x 1103
mperez@wpbha.org

Fox has represented the West Palm Beach Housing Authority for almost 20 years. In that capacity, Fox has assisted the Authority in its revitalization efforts.

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| MerryPlace at Pleasant City | 2006 | $22,356,183 | 239 rental | Mixed-Finance |
| MerryPlace at Pleasant City | 2009 | $3,886,477 | 20 for-sale | Mixed / CWHIP |
| Paul Laurence Dunbar Sr. Complex | 2015 | $35,062,000 | 99 rental | 4% LIHTC / PBV |
| Silver Palm Place | 2015 | $32,200,721 | 120 rental | 9% LIHTC / PBV |
| Royal Palm Place | 2017 | $33,970,000 | 125 rental | 4% LIHTC/PBV |

**WEST VALLEY HOUSING AUTHORITY**
Christian Edelblute, Executive Director
1947 Salem Dallas Hwy NW
Salem, OR 97304
Phone: (503) 623-8387 Ext. 814
cedelblute@wvpha.org

Fox was engaged by the West Valley Housing Authority in 2021 to assist with forming affiliates, asset repositioning and development efforts.

**WESTMORELAND COUNTY HOUSING AUTHORITY**
Michael L. Washowich, Executive Director
154 Greengate Road
Greensburg, PA 15601
Phone: (724) 552-0587
MikeW@wchaonline.com

Fox attorneys have represented the Westmoreland County Housing Authority since 2010 to assist with its revitalization efforts. Fox attorneys have assisted Westmoreland County Housing Authority with reorganizing its affiliated entities and, recently, with FHA-insured loan refinancing transactions for certain aging affordable housing properties. Fox has closed on the following transactions for the client:

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| South Greengate Commons | 2012 | $11,388,342 | 45 rental | LIHTC, Project Based Vouchers and HOME units |
| Odin View | 2019 | $12,711,287 | 47 rental | LIHTC, Project Based Vouchers and HOME units |
| Loyalhanna | 2019 | $5,440,000 | 96 rental | Fannie Mae / Section 8 / 9% |

**HOUSING AUTHORITY OF THE CITY OF WHEELING**

Joyce Wolen, Executive Director
11 Community St. - Elm Grove
Wheeling, WV 26003
Phone: (304) 242-4447 x108
Joyce@wheelingwv-pha.org

Fox attorneys have represented the Housing Authority of the City of Wheeling since 2000. The North Wheeling project was unique. Our attorneys recommended, and HUD approved, a two-stage closing for North Wheeling. In order to begin construction and comply with the Commonwealth of West Virginia and the Internal Revenue Code LIHTC deadlines, the construction financing closing occurred in December 2001. The admission of the LIHTC investor and the regulatory closing occurred in May 2002. Consequently, the LIHTC units were placed-in-service on time without any reduction in the awarded tax credits.

| Project | Year | Amt of Financing | Units | Type |
|---|---|---|---|---|
| North Wheeling | 2002 | $4,723,381 | 39 rental | HOPE VI |
| North Wheeling | 2003 | $2,953,888 | 23 for-sale | HOPE VI |
| Wheeling Heights | 2003 | $6,709,867 | 39 rental | HOPE VI |
| Wheeling Heights | 2005 | $1,750,000 | 13 for sale | HOPE VI |
| Jacob Street | 2010 | $4,110,000 | 18 rental | Mixed-Finance |
| Wheeling Heights II | 2016 | $5,107,000 | 18 rental | Mixed-Finance |

# Management Plan

Alec Stone will serve as the primary contact and project manager for the work assigned to Fox. In this role, Alec will work closely with NIRHA to staff matters with the appropriate attorneys, monitoring workload and budget.

Once a matter is entrusted to our care, Alec Stone will put together a work plan with the advice and assistance of NIRHA. Our team will speak to the appropriate NIRHA staff members in order to obtain all the necessary facts and put together a proposed schedule to complete the work in an efficient and cost-effective fashion.

Depending on the issues, appropriate attorneys with the requisite experience will be assigned. On most transactions, a partner and an associate will work with NIRHA to resolve the task entrusted to our care. All work will be reviewed by a Partner to ensure that the quality of the work product is exemplary. Alec Stone will oversee the delivery of work and its timeliness.

# Quality of Services

We have many processes in place to evaluate the quality of the work produced by members of our firm. The most formal is our annual review process for all attorneys, paralegals, and staff. As part of the review process, we solicit both written and verbal feedback from supervisors and employees, as well as partners. At the partner level, the Executive Committee reviews self-evaluations and meets with partners to discuss productivity, efficiency, satisfaction, feedback from other partners, and realization rates. At the associate level, a formal review process takes place each year (every six months for the first two years in practice), including a self-evaluation, written evaluations by other attorneys, and verbal discussions with department chairs and office managing partners. Financial metrics are also reviewed for efficiency and satisfaction based on billings relative to hours worked. A similar process is followed for paralegals and other timekeepers. Lastly, staff members are evaluated annually by directors and managers of our administrative departments to ensure overall consistency of performance in supporting our attorneys and clients.

Further, Fox requires partners to oversee the work of our associates, and documents and correspondence are reviewed by partners to ensure quality. All work done on behalf of NIRHA will be reviewed and approved by experienced partners on the team.

# Women-/Minority-Owned Business Enterprises and Section 3 Participation and Equal Employment Opportunity Policy

Fox frequently solicits the participation of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in connection with the services we provide to clients. The Firm has worked with a consultant to run a Diverse and Underrepresented Suppliers spending analysis, which ranked Fox in the top 30% (compared to other Am Law firms analyzed) on the percentage of its spend with vendors that are diverse and underrepresented.

We also utilize minority and women-owned businesses in connection to other services of the Firm, including our professional development and recruitment initiatives. For example, we work with a variety of minority/women-owned search firms and training/consulting businesses.

Compared to other AmLaw firms, we are in the top quartile for eligible suppliers and diverse and underrepresented spend and in the top 30% for eligible diverse spend.

Per Fox FY-2023:

- 9.4% of the eligible suppliers were matched as diverse & underrepresented
- 3.2% of the eligible suppliers were matched as diverse
- 10.7% of the eligible spend was matched as diverse & underrepresented
- 4.7% of the eligible spend was matched as diverse

## Subcontractor / Joint Venture Information

If NIRHA currently has local counsel, Fox will work with such counsel. If local counsel is needed and NIRHA does not have such counsel, Fox will work with NIRHA to mutually agree on the best local counsel to engage for the transaction.

As an example, our attorneys have worked well with local counsel for numerous housing authorities including the Louisville Metropolitan Housing Authority, Hollywood Housing Authority, Housing Authority of the City of Fort Lauderdale and Broward County Housing Authority.

# Cost Control

We take a practical, cost-effective approach to managing and staffing matters leanly but effectively to contain costs while providing the best possible legal representation. On most transactions, a partner and an associate will work with NIRHA to resolve the task entrusted to our care. Alec Stone will put together a work plan with the advice and assistance of NIRHA. Depending on the issues, appropriate attorneys with the requisite experience will be assigned, and all work will be reviewed by a partner to ensure that the quality of the work product is exemplary. We will speak to the appropriate NIRHA staff members in order to obtain all the necessary facts and put together a proposed schedule to complete the work in an efficient and cost-effective fashion, and Alec Stone will oversee the delivery of work and its timeliness.

Our Fee Proposal can be viewed on the following page.

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# ***Fee Proposal***

**HOURLY RATES:**

| | | | |
|---|---|---|---|
| Alec Stone | $525 | Blake Jacobs | $410 |
| Vickie Smith Longosz | $460 | Emily Kaib | $410 |
| Sarah Winters | $440 | | |

*The hourly rates set forth above will govern the first year of any contract. We reserve the right to increase hourly billing rates on an annual basis in accordance with any general change in our rates but will limit any annual increase to the maximum of five percent (5%).*

**REIMBURSABLE EXPENSES:**

| | |
|---|---|
| ***Fax, Postage, Telephone, Word Processing*** | No charge |
| ***Filing fees, Deposition Costs, Process Servers, E-Discovery Costs and Technician Time, Court Reporters and Witness Fees*** | At cost |
| ***Legal Research / Westlaw*** | At cost |
| ***Meals*** | At cost (limited to $60.00 per day (when traveling out of town) |
| ***Mileage*** | IRS Mileage Rate – Current – 72.5¢ / mile |
| ***Overnight Delivery / Messenger Service*** | At cost |
| ***Photocopying / Binding / Other*** | Black & white - 20¢ per copy Color - $1.00 per copy<br>Oversized – At cost |
| ***Travel – Airfare, Hotel, Rental Car, Parking, Tolls, Airport Parking*** | At cost ***No charge for time spent traveling*** |

| Section 3 Public Housing/Section 8 Certification Form | U.S. Department of Housing and Urban Development<br>Office of Field Policy and Management | HUD FORM 4736<br>OMB Approval Number 2501-0041<br>(Exp. 03/31/2028) |
|---|---|---|

*(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)*

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

N/A

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, Office of the Chief Data Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 82104176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 certification requirements listed in 24 CFR § 75.31. This form should be completed by either a representative of a Public Housing Authority, the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing.

Please provide the worker's information below:

Printed Name of Worker: ______________________________

______________________________
Street Address (N*ot a PO Box*) Apt# City State Zip

Phone #**:** ____________ Email: ______________________________

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate information and certifies that the worker identified above is a participant in a PHA or Section 8 assisted housing program. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

______________________________ 7/2/2026

Housing Representative Signature Date

# Instructions to Offerors Non-Construction

**U.S. Department of Housing and Urban Development**
Office of Public and Indian Housing

- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

### 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

### 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

### 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors
## Non-Construction Contract

**U.S. Department of Housing and Urban Development**
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

(a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) [ ] has, [X] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [X] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

**2. Small, Minority, Women-Owned Business Concern Representation**

The bidder/offeror represents and certifies as part of its bid/ offer that it:

(a) [ ] is, [X] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [X] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [X] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are: (Check the block applicable to you)

| | |
|---|---|
| [ ] Black Americans | [ ] Asian Pacific Americans |
| [ ] Hispanic Americans | [ ] Asian Indian Americans |
| [ ] Native Americans | [ ] Hasidic Jewish Americans |

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

**4. Organizational Conflicts of Interest Certification**

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

**5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

**6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

**7. Offeror's Signature**

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

7/2/2026

Typed or Printed Name:

Alec J. Stone

Title:

Partner

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

**U.S. Department of Housing and Urban Development**
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

1) **Non-construction contracts** *(without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

**Section I - Clauses for All Non-Construction Contracts greater than $250,000**

**1. Definitions**

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

**2. Changes**

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

**3. Termination for Convenience and Default**

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

**4. Examination and Retention of Contractor's Records**

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.
(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

**5. Rights in Data (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

**6. Energy Efficiency**

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**7. Disputes**

(a) All disputes arising under or relating to this contract, *<u>except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,</u>* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

**8. Contract Termination; Debarment**

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

**9. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

**10. Certificate and Release**

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

**11. Organizational Conflicts of Interest**

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.
(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**12. Inspection and Acceptance**

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

**13. Interest of Members of Congress**

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees**

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

**15. Limitation on Payments to Influence Certain Federal Transactions**

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency' includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

**16. Equal Employment Opportunity**

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any emplo yee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that appli cants are employed, and that employees are treated during employm ent, without regard to their race, color, religion, sex, sexual orienta- tion, gender identity, disability, or national origin. Such action shall in dude, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selec- tion for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisement s for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employ ment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other man- ner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or ano- ther employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation inform ation of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other em ployees or applicants to individuals who do not otherwise have acces s to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the emplo yer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representat ive of workers with which it has a collective bargaining agreement or oth er contract or understanding, a notice to be provided by the agency contr acting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in cons picuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports re quired by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rule s, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as other- wise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exe mpted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a sub- contractor or vendor as a result of such direction, the [contractor/ seller] may request the United States to enter into such litigation to protect the interests of the United States.

**17. Equal Opportunity for Workers with Disabilities**

1.The [contractor/seller] will not discriminate against any e mployee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applican t for employment is qualified. The [contractor/seller] agrees to take aff irmative action to employ and advance in employment individuals wit h disabilities, and to treat qualified individuals without discrimination o n the basis of their physical or mental disability in all employment pra ctices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and chan ges in compensation;

iv.Job assignments, job classifications, organizational struct ures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including app renticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

**18. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

**19. Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

**20. Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

**21. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

**22. Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968;
24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

**23. Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**Print or type. See *Specific Instructions* on page 3.**

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Fox Rothschild LLP

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor
- ☐ C corporation
- ☐ S corporation
- ☑ Partnership
- ☐ Trust/estate
- ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . ______

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

- ☐ Other (see instructions) ______

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . . . . . . ☐

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ______

*(Applies to accounts maintained outside the United States.)*

**5** Address (number, street, and apt. or suite no.). See instructions.

2001 Market Street, 15th Floor

**6** City, state, and ZIP code

Philadelphia, PA 19103

Requester's name and address (optional)

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|---|

**or**

**Employer identification number**

| 2 | 3 | – | 1 | 4 | 0 | 4 | 7 | 2 | 3 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** Amit Amin **Date** 1/5/26

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Arnall Golden Gregory LLP**

Direct phone: 202.677.4924
Direct fax: 202.677.4925
E-mail: orlando.cabrera@agg.com
www.agg.com

July 21, 2026

Rick Toney, Executive Director
North Iowa Regional Housing Authority
203 1st Street, S.E.
Mason City, Iowa 50401

**Re: Legal Counsel Regarding Current Scattered Site Public Housing Development**

Dear Mr. Toney:

Thank you for selecting Arnall Golden Gregory LLP ("AGG") to represent the North Iowa Regional Housing Authority in the above captioned matter. This letter and the enclosed Standard Terms of Representation will describe the basis on which AGG will provide legal services to you.

As we have discussed, our client in this matter will be the North Iowa Regional Housing Authority (the "Housing Authority").

We have been engaged to advise the Housing Authority in connection with rendering advice regarding the redevelopment of public and other housing owned by the Housing Authority. We have based the terms of this engagement letter on other engagement for services with public housing agencies and authorities that AGG currently represents and therefore imputed herein for purposes of complying with federal law and regulation.

We have agreed that our engagement is limited to performance of services related to this matter. Because we are not your general counsel, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter. We may agree with you to limit or expand the scope of our representation from time to time. We must first confirm any such change to the scope of services in writing before any such change.

Our engagement does not include any advice or other legal services relating to the federal or state securities laws, including appearing or practicing before the U. S. Securities and Exchange Commission ("SEC"). The Housing Authority will not include documents or information we provide to it in any filings with the federal or state regulators, including the SEC without our prior written consent.

The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. I will primarily be staffing your matter. My hourly rate is $1,250 per hour, but I will reduce my rate to $815 per hour for this matter. I expect my partners and associates may, at some point, help in this representation. If so, no partner shall bill more than my hourly rate. My associate Nick Tsimortos will be working with me on this transaction. Nick's hourly rate is $585. Our other associates' hourly rates range between $515 and $750. Our paralegals rates range between $315 and $475 per hour. Our rates are revised on January 1 or each year.

We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and filing fees. We will not pay for other's fees and expenses of others (such as consultants) generally, but instead we will bill those fees and costs directly to the Housing Authority. We will not retain any consultant without your prior written approval.

Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Representation, which are attached hereto and incorporated into the terms set forth in this letter. We encourage you to review this engagement and the Standard Terms carefully before agreeing to our engagement, seeking the advice of your general counsel if you deem it worthwhile.

We appreciate the confidence you have expressed in us and look forward to working with you. If you have any questions, do not hesitate to call.

Sincerely,

**ARNALL GOLDEN GREGORY LLP**

Orlando J. Cabrera

Understood, acknowledged, and agreed by the undersigned on this __ day of July, 2026.

**NORTHERN IOWA REGIONAL HOUSING AUTHORITY**

__________________________
Rick Toney, Executive Director and Chief Executive Officer

## Standard Terms of Representation

This document sets forth the standard terms of Arnall Golden Gregory's ("AGG's" or "the firm's") engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

### The Scope of Our Work

The legal services that AGG will provide to you are described in our engagement letter or a subsequent writing. AGG's representation is limited to performance of those specific services set forth in writing and does not include representation of you or your interests in any other matter. Unless expressly set forth in the engagement letter or other writing, our representation of you will not include any of the following tasks: serving as your general counsel; reviewing insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you or notifying insurance carriers about such matters; providing investment or accounting advice, or investigating the character or credit of persons (and/or entities) with whom you may be dealing; advising you on the Corporate Transparency Act (CTA) or similar state reporting requirements; or providing you with advice relating to any tax implications or disclosure obligations under securities laws or any other applicable law that may relate to the subject matter of our representation.

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

The person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*e.g.*, if you are a corporation, limited liability company or partnership, any parents, subsidiaries, portfolio companies, employees, officers, directors, members, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association) unless specifically set forth in the engagement letter or otherwise agreed in writing. Accordingly, for conflict-of-interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

### Who Will Provide the Legal Services

Customarily, each of AGG's clients is served by a principal lawyer contact. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and non-attorney professionals in the firm. Such delegation may be for the purpose of involving lawyers or other professionals with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

## Client Responsibilities

You agree to pay our statements for services and expenses. You agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by, or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest with any of our clients, or if we determine that it is not in the best interest of the firm to represent the new entity.

## Fees

The principal basis for computing the fees for our legal services will be the amount of time spent on the matter by various lawyers and other professionals multiplied by their individual hourly billing rates.

The hourly rates of our lawyers and other professionals are adjusted from time to time (typically at the start of each year) to reflect current levels of legal experience, changes in overhead costs, market, and other factors. Our invoices will reflect hourly rates in effect at the time services are rendered. We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. Fees may also include time spent responding to the client's or its auditors' requests for information. We record our time in units of tenths of an hour.

In appropriate circumstances, we may agree to an alternative fee arrangement for certain matters or projects, such as a fixed fee, a capped fee, a blended rate, value billing, a contingency fee, a success fee, or a hybrid arrangement. In each situation, the alternative fee arrangement will be specifically discussed with you and described in the engagement letter or another writing.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation unless otherwise agreed in writing and signed by you and us. The ultimate cost frequently is more or less than the amount estimated, and in many cases is driven by external factors outside of the firm's control.

## Additional Charges

Typically, we will charge our clients not only for legal services rendered, but also for certain other ancillary expenses and services provided. For example, AGG may charge for certain expedited delivery services, courier delivery, court filing fees, recording or registration fees, process server fees, and similar expenditures.

In litigation matters, AGG may also provide electronic discovery services that incur additional charges which are billed to you. The charges for these services are measured by use, but they may not, in all instances, reflect our exact out-of-pocket costs, and may include data storage fees, hosting fees, Relativity fees, and certain administrative costs associated with managing, organizing, and servicing your data. We would be pleased to discuss the charges for these additional services with you and to answer any questions you may have. If you would prefer, in some situations we can arrange for these services to be provided by third parties with direct billing to you.

You authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in the representation, understanding that we will consult with you prior to such retention. Their fees and expenses generally will not be paid by us, but will be billed directly to you.

## Billing Arrangement and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and cost disbursements. You agree to make payments within 30 days of receiving our statement.

We will give you notice if your account becomes delinquent, and you agree to promptly bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, the firm reserves the right to stop work on the matter until any outstanding fees are fully paid, to require a retainer to continue the representation, or both. The firm further reserves the right to withdraw from the representation and pursue collection of your account.

## Retainer and Trust Deposits

New clients of the firm typically are required to deposit a retainer with the firm. We may also require a retainer before taking on certain matters for existing clients. In addition, in litigation matters, we generally require a retainer before a trial or arbitration hearing. Unless otherwise agreed, the retainer deposit will be credited toward your invoices. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance, if any, or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees at some point during the representation, it may have to be increased or replenished.

All trust deposits we receive from you, including retainers (where required by applicable law or ethical rule) will be placed in a trust account for your benefit. Normally, pursuant to applicable court and ethical rules, your deposit will be placed in a pooled account, and the interest earned on the pooled account will be payable to a charitable foundation. Other trust deposits will also be placed in the pooled account unless you request a segregated account, in which case you will be responsible for the costs associated with such segregated account.

## Client Identification; Marketing Disclosure Consent

From time to time, the firm may disclose in its marketing materials that you are or have been a client of the firm, as well as information relating to the representation that has become publicly known (e.g., through public record filings, news reports, press releases, social media posts, etc.). You understand and agree that, unless you otherwise advise the firm in writing, we may use your name, logo, and a brief description of the engagement in these materials, provided that no confidential information is revealed.

## Use of Artificial Intelligence Tools

The firm uses modern artificial intelligence ("AI") tools to assist our attorneys and staff with certain aspects the legal services we provide, including legal research, drafting, document analysis, e-discovery workflows, and internal knowledge management. These tools are limited to a firm-maintained "whitelist" of approved systems that meet our requirements for confidentiality, enterprise-grade security, and contractual data-protection commitments. They are implemented in a manner designed to comply with applicable rules of professional conduct and relevant privacy, data-protection, and information-security laws and regulations. We do not use public, consumer-facing AI systems with confidential client information. Our attorneys exercise professional judgment over all AI-assisted work and remain responsible for the advice and work product provided on your matters.

Client use of AI tools related to the representation poses serious risks. Uploading, inputting, or otherwise disclosing our privileged communications, legal advice, or attorney work product, or other confidential information relating to our representation into or through public, consumer-facing, or third-party AI tools (including paid or subscription-based services and call or meeting transcription, notetaking, and/or summary tools) will jeopardize your attorney-client privilege, work-product protections, and your confidentiality rights. The use of such AI tools also poses data privacy and security risks. We strongly advise you not to upload, input, or disclose such information into these tools, and invite you to consult with us before doing so. We also ask that you consult with us before using AI-enabled call or meeting transcription, notetaking, and/or summary tools relating to the representation. Please note that AGG is not responsible for any resulting loss of confidentiality, privilege, or work product protections resulting from disclosure via the use of such tools.

## Termination

You may, at any time, terminate our services and representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and work that remains incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the engagement, AGG will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps reasonably necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request unreasonably.

Our attorney-client relationship will be deemed to end upon completion of the specific professional legal services that you have retained us to perform, or if ongoing or open-ended professional legal services are provided, six months from the last time we furnish any billable professional legal services of that kind to you (and sooner if the facts or circumstances demonstrate it), whether or not we send you a letter to confirm the termination of our representation. If you subsequently retain us to perform further or additional professional legal services, our attorney-client relationship will be revived, subject to these terms and conditions, unless we agree otherwise in a new engagement agreement with you.

Following the termination of each engagement, unless you have made other arrangements in writing with the firm, we will retain the records regarding such engagement in accordance with the firm's then current document retention program. Pursuant to that program, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the expiration of the applicable retention period. Until such time, your papers and property will be returned to you at your request, in accordance with applicable ethical rules, with the understanding that the firm may, in its discretion, maintain one copy of such materials for its records through the retention period. Our own internal files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records and internal lawyers' work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

After the conclusion of our representation, the attorney-client relationship and our duties to you will end (except those duties owed to former clients generally under applicable rules of professional conduct). Changes may occur in the applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you engage us after the conclusion of the matter to provide additional advice on issues arising from the matter, AGG has no continuing obligation to advise you with respect to future legal developments or any post-engagement matters.

## Choice of Law

The relationship between you and AGG, including the validity, construction and enforceability of this engagement letter, shall be governed by the law and professional conduct rules of the District of Columbia, without regard to conflicts of law principles.

## Firm Legal Consultation and Privilege

AGG represents many clients and handles a great number of complex matters each year. In part because of the number of clients that the firm represents and the complexity of the matters in which we become involved, from time to time issues arise that raise questions as to our professional obligations, duties, and rights, including under the professional conduct rules that apply to lawyers. These might include, for example, conflict of interest issues, and could even include issues raised because of a dispute between the firm and a client over the handling of a matter. Under normal circumstances when such issues arise, we seek the advice of our General Counsel and/or Deputy General Counsel who are experts in such matters. Based on relevant authority, we consider such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm.

We believe that it is in our clients' interest, as well as AGG's interest, for the Firm to seek and obtain expert and confidential legal advice regarding professional duties and rights in such circumstances. Accordingly, as part of our agreement concerning our representation of your interests, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with AGG's internal counsel or, if we choose, outside counsel, we have your consent to do so and that our representation of your interests shall not, thereby, waive any attorney-client privilege that AGG may have to protect the confidentiality of our communications with counsel.