



Date May 19, 2025

**RECEIVE AND FILE THE GOOD NEIGHBOR AGREEMENT BETWEEN THE MONARCH APARTMENTS AND THE NEIGHBORHOOD ADVISORY COMMITTEE**

**WHEREAS**, the Monarch Apartments, located at 4845 Merle Hay Road, is Anawim Housing’s conversion of a previous Days Inn hotel into 40 Permanent Supportive Housing apartments with 24-hour on-site supportive services to house those currently experiencing homelessness; and has entered into an Agreement with United States Department of Housing and Urban Development (HUD) for funding of its Home Investment Partnership (HOME) Program pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act; and

**WHEREAS**, the Neighborhood Advisory Committee to the Monarch Apartments is a group of neighborhood association leaders, neighborhood residents, businesses, and community groups within a one-mile radius; and City's HOME Program is designed to provide affordable rental and home ownership opportunities for low- and very low-income households through acquisition, rehabilitation, and new construction; and

**WHEREAS**, the common goals of both parties are to foster mutual respect; preserve a peaceful, safe, and clean neighborhood and community; communicate openly and honestly; collaborate to address concerns and solve problems; and offer public service for the benefit of the neighborhood and community; and

**WHEREAS**, on December 9, 2024, the Municipal Housing Governing Board directed staff to develop a Good Neighbor Agreement with the Monarch Apartments and neighborhood associations, nearby businesses and property prior to entering into the Project Based Voucher Housing Assistance Payment Contract for 40 Project Based Vouchers; and

**WHEREAS**, the Monarch Apartments and the Neighborhood Advisory Committee approved the attached Good Neighbor Agreement between The Monarch Apartments and the Neighborhood Advisory Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Moines, Iowa that the attached Good Neighbor Agreement is hereby received and filed and will be maintained in the office of the City Clerk.



**Roll Call Number**

**Agenda Item Number**

25

Date May 19, 2025

Moved by \_\_\_\_\_ to adopt.

Second by \_\_\_\_\_.

FORM APPROVED:

/s/ Gary D. Goudelock Jr.  
Gary D. Goudelock Jr.  
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
BOESEN				
SIMONSON				
VOSS				
COLEMAN				
WESTERGAARD				
MANDELBAUM				
GATTO				
TOTAL				
MOTION CARRIED			APPROVED	
_____ Mayor				

**CERTIFICATE**

I, LAURA BAUMGARTNER, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

\_\_\_\_\_ City Clerk

**GOOD NEIGHBOR AGREEMENT  
BETWEEN  
THE MONARCH APARTMENTS  
AND  
THE NEIGHBORHOOD ADVISORY COMMITTEE**

This Good Neighbor Agreement (the “Agreement”) is entered into on April 17, 2025, by and between The Monarch Apartments and the Neighborhood Advisory Committee, collectively referred to as the “Parties.”

The Monarch Apartments, located at 4845 Merle Hay Road, Des Moines, Iowa, 50310, is Anawim Housing’s conversion of a previous Days Inn hotel on Merle Hay Road into 40 Permanent Supporting Housing apartments with 24-hour onsite supportive services to house those currently experiencing literal homelessness. The project is the first of its kind in Iowa.

The Neighborhood Advisory Committee to The Monarch Apartments is a group of neighborhood association leaders, neighborhood residents, businesses, and community groups within a one mile radius. The Neighborhood Advisory Committee’s mission is to support the ongoing development of The Monarch Apartments, facilitate communication between the service provider and neighborhood, and collaborate for the enhancement of the neighborhood.

**Definitions**

**Community:** Individuals and community partners connected by shared interests, values, goals, and experiences.

**Immediate Neighborhood:** Residents, businesses, community groups, and public spaces within a one mile radius of the service provider.

**Neighborhood:** Residents, businesses, and community groups.

**Neighborhood Association:** Voluntary organization of residents, businesses, and community partners working together to improve the quality of life within a defined neighborhood.

**Mutual Goals**

All Parties in this agreement share common goals which include:

- Fostering mutual respect.
- Preserving a peaceful, safe, and clean neighborhood and community.
- Communicating openly and honestly.
- Collaborating to address concerns and solve problems.
- Offering public service for the benefit of the neighborhood and community.

To accomplish these goals, the Parties agree to the commitments described in this Agreement.

**Agreement**

**1. Establish a Neighborhood Advisory Committee**

The Neighborhood Advisory Committee consists of:

- service provider staff,

- neighborhood association representatives, and
- neighborhood residents, businesses, and community groups

whose mission is to support the ongoing development of The Monarch Apartments, facilitate communication between the service provider and neighborhood, and collaborate for the enhancement of the neighborhood.

The Committee's decision-making power is advisory only.

At a minimum, the Neighborhood Advisory Committee may consist of:

- two (2) members from The Monarch Apartments/Anawim Housing staff,
- two (2) representatives from a neighborhood association, and
- a minimum but not limited to three (3) representatives from the neighborhood at large, which may include the residents, businesses, and community partners.

The Neighborhood Advisory Committee will meet monthly with a review at the six-month period as to the frequency of ongoing meetings. At its initial meeting, the committee will establish meeting and communication expectations and identify issues and/or areas of focus. The following roles will be appointed by the committee: a chair to ensure time management and consensus building and a secretary to take minutes.

The Neighborhood Advisory Committee will:

- Proactively address and effectively communicate emerging issues and conflicts.
- Review the Good Neighbor Agreement annually and monitor compliance.

## **2. Safety**

Safety and security are essential for residents to live peacefully and free from harm, and for neighborhoods to remain desirable and attractive. Property owners and residents share the responsibility of creating and maintaining a safe and secure neighborhood. To promote safety and security for all residents of the neighborhood:

The Monarch Apartments will:

- a. Strictly enforce a Code of Conduct with its residents which states this is a crime free, drug free property.
- b. Provide adequate security measures, such as lighting, cameras, and on-site personnel, to ensure the safety of its residents.
- c. Ensure a service provider staff contact is available during business hours at 515-244-8308.
- d. Promptly investigate and/or address all concerns regarding resident behavior expressed by the neighborhood.

The Neighborhood Advisory Committee will:

- a. Provide suggestions for improving safety in the neighborhood and actively partner to implement solutions.
- b. Publicize the number to call and report issues as they occur, 515-244-8303. This number is available during business hours.

### **3. Conduct and Behavior**

Conduct and behavior that is respectful of others contributes to the peaceful enjoyment of life in the neighborhood. Individuals have the freedom to act as they please, so long as those actions are lawful, and do not harm others or infringe upon their rights. The Monarch Apartments' Code of Conduct is affixed to this agreement. Cooperation and respect between all residents are desirable qualities and will be promoted actively in the neighborhood. To promote good conduct and behavior:

The Monarch Apartments will:

- a. Enforce the Code of Conduct, encourage respect for others, and prescribe lawful behavior for residents and guests.
- b. Prohibit all firearms on the premises.
- c. Offer residents guidance and resources to integrate positively into the neighborhood.
- d. Review concerns about resident behavior expressed by the neighborhood or other community members.

The Neighborhood Advisory Committee will:

- a. Communicate the Code of Conduct to neighborhood residents which may include but is not limited distribution at neighborhood association meetings.

### **4. Property Maintenance and Appearance**

Property owners have a responsibility to keep their properties well-maintained and attractive. It is desirable for property owners and residents to show pride in the community by caring for their property and public spaces. To maintain property at the highest possible values:

The Monarch Apartments will:

- a. Maintain the facility, grounds, and public rights-of-way, ensuring they are clean, safe, and visually appealing.
- b. Promptly make repairs to the facility and grounds.
- c. Maintain an unobtrusive, well-lit and secure facility and grounds.
- d. Install and maintain attractive lawns, trees, gardens, and other landscaping in accordance with City Zoning and approved site plan
- e. Conceal graffiti in accordance with the City's graffiti removal program. Report graffiti to [reportgraffiti@dmgov.org](mailto:reportgraffiti@dmgov.org), 515-248-6331, or report through the City's website or myDSM mobile app. The Monarch Apartments will work through the City's graffiti removal program at no charge.

The Neighborhood Advisory Committee will:

- a. Note the condition of all buildings and grounds with the neighborhood and contact owners when issues arise or report conditions to the appropriate City of Des Moines department(s).
- b. Collaborate on beautification efforts, such as shared clean-up days or landscaping projects.

### **5. Parking and Traffic**

To minimize traffic disruption:

The Monarch Apartments will:

- a. Provide adequate on-site parking in accordance with the City's approved site plan.

- b. Monitor and ensure residents comply with local parking ordinances and respect designated parking zones, including residential, visitor, and no-parking areas.
- c. Encourage the use of shared or alternative transportation to reduce parking demand.
- d. Schedule deliveries, construction activities, or operations impacting local traffic during off-peak hours, whenever possible, and provide prior notice to affected neighbors.
- e. Ensure street parking does not obstruct access for emergency vehicles.
- f. Report parking violations to the City of Des Moines' Traffic Complaint Hotline, (515) 323-8375 or to the Neighborhood Based Service Delivery Officer assigned to the neighborhood.

The Neighborhood Advisory Committee will:

- a. Monitor and encourage neighborhood compliance with local parking ordinance and respect designated parking zones, including residential, visitor, and no-parking areas.
- b. Encourage the use of shared or alternative transportation to reduce parking demand.
- c. Report parking violations to the City of Des Moines' Traffic Complaint Hotline, (515) 323-8375 or to the Neighborhood Based Service Delivery Officer assigned to the neighborhood.

## **6. Communications**

Communication is critical to foster thriving, harmonious neighborhoods. To communicate effectively:

The Monarch Apartments will:

- a. Take reasonable steps to minimize noise from operations, ensuring compliance with local ordinances. Planned activities will be communicated through Anawim Housing's communication methods, such as social media, websites, and newsletters.
- b. Communicate plans for physical expansion or significant modifications to the property to the Neighborhood Advisory Committee in the beginning stages of planning.
- c. Mitigate potential impacts on neighboring properties, including increased traffic, noise, and changes to the aesthetics of the neighborhood.
- d. Participate in neighborhood events to foster goodwill and transparency. Upon invitation, attend neighborhood association meetings.
- e. Share the Annual Report.

The Neighborhood Advisory Committee will:

- a. Educate the neighborhood about The Monarch Apartments' purpose and policies to foster understanding and support.
- b. Collaborate with The Monarch Apartments to identify ways to support its residents, such as providing access to community resources, volunteering, or employment opportunities.
- c. Include The Monarch Apartments in community planning and activities to ensure inclusiveness.

## **Conflict Resolution**

The Monarch Apartments and Neighborhood Advisory Committee will address conflicts directly and respectfully, striving for informal resolution whenever possible. If necessary, a neutral third-party mediator may be engaged to assist in resolving disputes.

## **Amendments**

This Agreement may be amended by mutual consent in writing, ensuring continued alignment with the needs of The Monarch Apartments and the Neighborhood Advisory Committee.

**Acknowledgement**

The Monarch Apartments and the Neighborhood Advisory Steering Committee commit to upholding this Agreement in the spirit of collaboration and mutual respect.

**Enclosures**

- The Monarch Apartments Code of Conduct
- Neighborhood Advisory Steering Committee Contact List
- Date/Time/Location of next Neighborhood Advisory Committee Meeting



**Mission Statement:** To partner with the residents of our community to provide outstanding services to our neighborhoods while maintaining Des Moines social, physical, and business environments.

**THE MONARCH APARTMENTS  
NEIGHBORHOOD ADVISORY STEERING COMMITTEE  
MEETING MINUTES**

April 17, 2025  
3:00–4:30 p.m.

The Monarch Apartments, 4845 Merle Hay Road, Des Moines, IA 50310

**Present:**

**Anawim Housing:** Megan Drake, Board Member; Kourtney Kirkpatrick, Director of Advancement; Margo Miller, Senior Program Manager; and Jeremy Orcutt, Director of Program and Services;

**Residents:** Kathy Battles, Vice President; Merle Hay Neighborhood Association; Tom LaPointe, Beaverdale resident; Phil Wise; Beaverdale resident; April Wyss, President, Merle Hay Neighborhood Association

**Business:** Chris Ruggeri, Willis Auto

**City of Des Moines:** Chris Johansen, Director, Neighborhood Services; and Heather Tamminga, Neighborhood Outreach Coordinator

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**Review of the Good Neighbor Agreement Draft**

Johansen called the meeting to order at 3:00 p.m. The committee reviewed the draft Good Neighbor Agreement as provided in the meeting materials.

**Neighborhood Advisory Committee**

The Committee discussed neighbors that may be included in future committee meetings. The list includes:

1. Webster Township resident – Councilmember Coleman is receiving a recommendation from Supervisor Connolly.
2. Quick Start Manager – Anawim to contact
3. Holiday Inn General Manager – Anawim to contact
4. Graham Collision – Anawim to contact
5. Bannigans – Anawim to contact
6. NBSD Officer Trudy Paulson – Kathy Battles to contact

The steering committee selected Kathy Battles to serve as committee chair and Megan Drake to serve as secretary.

The next meeting is scheduled for Thursday, May 29 at 3:00 p.m. at the Monarch Apartments, 4845 Merle Hay Road.

**Next Steps**

Johansen will submit a copy of the Good Neighbor Agreement to the City Council for the May 5, 2025, meeting.

The meeting adjourned at 4:00 p.m. and a tour of The Monarch Apartments followed.

Respectfully submitted,

A handwritten signature in blue ink that reads "Heather C. Tamminga".

Heather C. Tamminga, CAE  
Neighborhood Outreach Coordinator

**Neighborhood Outreach Advisory Steering Committee:  
Good Neighbor Agreement with The Monarch Apartments**

**CHAIR**

\*Kathy Battles, Vice President, Merle Hay Neighborhood Association [kmbattles@msn.com](mailto:kmbattles@msn.com)

**SECRETARY**

Megan Drake, Anawim Board Member, [MDrake@bbsae.com](mailto:MDrake@bbsae.com)

**COMMITTEE MEMBERS**

**Anawim Housing**

Cynthia Latcham, President, [clatcham@anawimhousing.org](mailto:clatcham@anawimhousing.org)

Margo Miller, Senior Program Manager, [mmiller@anawimhousing.org](mailto:mmiller@anawimhousing.org)

Kourtney Kirkpatrick, Director of Advancement, [kkirkpatrick@anawimhousing.org](mailto:kkirkpatrick@anawimhousing.org)

Jeremy Orcutt, Director of Program and Services, [jorcutt@anawimhousing.org](mailto:jorcutt@anawimhousing.org)

Megan Drake, Anawim Board Member, [MDrake@bbsae.com](mailto:MDrake@bbsae.com)

**Neighborhood Association Representatives**

\*Kathy Battles, Vice President, Merle Hay Neighborhood Association [kmbattles@msn.com](mailto:kmbattles@msn.com)

\*Tom LaPointe, resident and liaison to Beaverdale Neighborhood Association, [lapointetom@hotmail.com](mailto:lapointetom@hotmail.com)

\*Phil Wise, resident, resident and liaison to Beaverdale Neighborhood Association, [pwise@q.com](mailto:pwise@q.com)

\*April Wyss, President, Merle Hay Neighborhood Association, [abeck@shazam.net](mailto:abeck@shazam.net)

**Businesses**

\*Matt Sokolowski, Willis Auto, [msokolowski@willisauto.com](mailto:msokolowski@willisauto.com)

\*Chris Ruggeri, Willis Auto, [cruggeri@willisauto.com](mailto:cruggeri@willisauto.com)

*\*Steering Committee neighborhood association representative, residents, and businesses appointed by Councilmember Coleman.*

**Neighborhood Outreach Advisory Steering Committee:  
Meeting Dates**

**May 29, 2025**

3:00 p.m.

The Monarch Apartments, 4845 Merle Hay Road

# Neighborhood Advisory Committee

## Ground Rules and Expectations

### Committee Norms and Meeting Etiquette

- Respectful and inclusive communication
- Active listening without interruptions
- Stay on topic and adhere to time limits

### Decision-Making Process

- Consensus-building approach where possible
- Process for resolving disagreements

### Communication Guidelines

- Transparency in discussions and decision-making
- Clear and timely follow-ups on action items
- Use of email, meeting summaries, and designated point of contact for questions



2024 Forest Ave Suite 100  
Des Moines, IA 50311

**DWELLING UNIT RENTAL AGREEMENT**

- PARTIES AND DWELLING UNIT:** The parties to this Agreement are, Anawim Housing a partnership, hereinafter referred to as Landlord, and \_\_\_\_\_, hereinafter referred to as Resident. The Landlord leases to the Resident, Apartment No. \_\_\_\_\_ located at 4845 Merle Hay Rd. Des Moines, IA 50322 in the project known as \_\_\_\_\_.
- TERM:** The initial duration of this rental agreement shall be from the \_\_\_\_ day of \_\_\_\_\_, 2025, up to and including the \_\_\_\_ day of \_\_\_\_\_, 2026. After the initial term ends, this Agreement will continue for successive terms of month to month unless terminated as hereinafter provided.
- RENT:** The Resident agrees to pay \$\_\_\_\_\_ for the partial month ending on \_\_\_\_\_, 2025. After that, Resident agrees to pay a rent of \$\_\_\_\_\_ per month, subject to adjustment and renewal as herein provided. Said rent shall be payable to the Landlord monthly in advance on or before the fifth calendar day of each month at the Landlord's office or such address as designated by the Landlord, or the resident portal, except the rent for the first month shall be payable on the execution of this lease by RESIDENT. The rent specified shall not be apportioned for partial months or on a day-to-day basis, except as noted in Paragraph 18. A late fee will be charged on the sixth day of the month. Late fee charges are as follows: Rent less than \$700 per month = \$60 late fee. Rent more than \$700 = \$100 late fee.
- CONDITION OF DWELLING UNIT:** By signing this Agreement, the Resident acknowledges that the unit is safe, clean and in good condition. The Resident further agrees that all appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 1 to this Agreement. The Resident also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
- CHARGES FOR UTILITIES AND SERVICES:** The following chart describes how the cost of utilities and services related to occupancy of the unit will be paid. The Resident agrees that this chart accurately describes the utilities and services paid by the Landlord and those paid by the Resident, and that this has been fully explained by the Landlord.

All charges for utilities and services which are indicated below as the obligation of the Resident shall be paid directly to the appropriate utility company or service company. The Resident agrees to pay utility obligations when due and to keep utility service to unit at all times during the term of tenancy. The Landlord shall not be liable for any interruption in utility service due to causes beyond its control.

<b>Type of Utility</b>	<b>Landlord</b>	<b>Tenant</b>
Electricity, Lights	_____	_____
Gas	_____	_____
Water	_____	_____
Garbage	_____	_____
Trash Removal	_____	_____
Telephone	_____	_____

Other \_\_\_\_\_

6. SECURITY DEPOSITS: The Resident has deposited \$0.00 with the Landlord. The Landlord will hold this security deposit for the period the Resident occupies the unit. After the Resident has moved from the unit, the Landlord will determine whether the Resident is eligible for a refund of any or all of the security deposit. The amount of refund will be determined in accordance with the following conditions and procedures.
- a. After the Resident has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Resident to participate in the inspection, if the Resident so requests.
  - b. The Landlord, as hereinafter provided, will refund to the Resident the amount of the security deposit, less any amounts to pay costs:
    - (1) To remedy a Resident's default for payment of rent or of other funds due to the Landlord, pursuant to the rental agreement;
    - (2) To restore the dwelling unit to its condition at the commencement of the tenancy, for damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
    - (3) To recover expenses incurred in acquiring possession of the premises from a Resident who does not act in good faith in failing to surrender and vacate the premises upon non-compliance with the rental agreement and notification of such non-compliance pursuant to the Iowa Uniform Residential Landlord and Tenant Act; and,
  - c. Charges for unreturned keys, as described on paragraph 7. The Landlord agrees, within thirty (30) days from the date of termination of the tenancy and receipt of the Resident's mailing address or delivery instructions, to return the security deposit to the Resident or furnish to the Resident a written statement showing the specific reason for withholding the security deposit or any portion thereof. If the security deposit or any portion of the security deposit is withheld for the restoration of the dwelling unit, the statement shall specify the nature of the damages. If the Resident disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Resident to informally discuss the disputed charges. In the event the security deposit shall be insufficient to cover the Tenant's default or any damage caused by the Resident, the Landlord may enforce any additional rights which it may have against the Resident, in law or in equity, without any limitation by reason of the security deposit.
  - d. If the unit is rented by more than one person, Residents agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Resident identified in paragraph 1 of this Agreement.
  - e. The Resident understands the Landlord WILL NOT COUNT THE SECURITY DEPOSIT TOWARD THE LAST MONTH'S RENT OR TOWARD REPAIR CHARGES OWED BY THE RESIDENT IN ACCORDANCE WITH PARAGRAPH 9.
7. KEYS AND LOCKS: The Resident shall not install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Resident's request to install such locks, the Resident agrees to immediately provide the Landlord with a key for each such lock. At the termination of this Agreement, the Resident agrees to return all keys to the dwelling unit, including the mailbox, if applicable, to the Landlord. Please refer to the apartment Rules & Regulations for any applicable charges that may occur.
8. MAINTENANCE:
- a. The Landlord agrees to:
    - (1) Maintain fit premises as required by Iowa Code section 562A.15;
    - (2) Regularly clean all common areas of the project;
    - (3) Keep all common areas of the premises in a clean and safe condition. The Landlord shall not be liable for any injury caused by any object or materials which belong to or which have been placed by a Resident in the common area of the premises used by the Resident except in cases where the Landlord is negligent;

- (4) Arrange for collection and removal of trash and garbage;
- (5) Maintain all equipment and appliances in safe and working order;
- (6) Make necessary repairs with reasonable promptness;
- (7) Maintain exterior lighting in good working order;
- (8) Provide extermination services, as necessary; and,

b. The Resident agrees to:

- (1) Comply with all obligations primarily imposed on Resident by applicable provisions of building and housing codes materially affecting health and safety;
- (2) Keep that part of the premises that the Resident occupies and uses clean and safe;
- (3) Dispose from the Resident's dwelling unit all ashes, rubbish, garbage and other wastes in a clean and safe manner;
- (4) Keep all plumbing fixtures in the dwelling unit or used by the Resident as clean as their condition permits;
- (5) Use in a reasonable and safe manner, and only for the purposes for which they are intended, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators in the premises;
- (6) Maintain, at all times, those essential utilities and services to the dwelling unit which are the obligation of the Resident as set forth in Paragraph 5. Essential utilities and services shall be deemed to include electric, gas, and water;
- (7) Not litter the grounds or common areas of the project;
- (8) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the unit, common areas, or project grounds, or knowingly permit a family member, guest or invitee to do so;
- (9) Give the Landlord prompt notice of any defect in the plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the unit or related facilities; and,
- (10) Conduct himself or herself in a manner that will not disturb the neighbors' peaceful enjoyment of the premises.
- (11) Conduct himself or herself in manner that does not threaten or compromise the health and safety of other residents or of Landlord and Landlord's staff, agents and/or vendors. Harassment of other residents and/or of Landlord and Landlord's staff, agents and/or vendors is strictly prohibited and will constitute material noncompliance with this Agreement. Harassment includes, **but is not limited to**, all of the following conduct:

A. Verbal abuse, including yelling, screaming, swearing, and/or derogatory statements. **Landlord has a zero-tolerance policy on this behavior.** Residents shall treat Landlord's staff, agents, and vendors with respect and professionalism, even when discussing a disputed issue or concern. Landlord's staff, agents, and vendors are expected to show Residents the same level of professionalism and courtesy.

B. Excessive texting or emailing of Landlord's staff, agents, and/or vendors. Written communication is expected but should not become abusive.

C. Any and all verbal and/or written threats against other residents, Landlord, and/or Landlord's staff, agents, or vendors. Threats will be taken seriously and immediately acted upon by Landlord, up to and including eviction for a clear and present danger.

9. **DEFAULT AND BREACH:** The Resident hereby acknowledges the legal obligation to pay rent on time each and every month, regardless of any other debts or responsibilities. The Resident

also acknowledges the legal obligation to pay back rent owed. In addition to the Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and if Resident fails to pay the rent within three (3) days after notice by the Landlord of nonpayment, then the Landlord may terminate this Lease as provided by law.

The Resident will be in default if the Resident, a member of the Resident's family, guest, or other person on the premises with the Resident's consent violates any terms of this Lease. A violation may include, but is not limited to, the following: (1) failure to pay rent or other amounts owed to the landlord when due; (2) noncompliance with rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) the Lease is abandoned; (4) you give incorrect or false answers in a rental application; (5) you or any occupant engages in conduct prohibited by this Lease, rules, or federal or state law, or is arrested or convicted, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia; or (6) any illegal drugs or paraphernalia are found in your apartment.

If Resident fails to comply with this Agreement or related rules and regulations in a material way, or fails to maintain the Premises in a manner that materially affects health and safety of others, Landlord may deliver a written notice to Resident specifying the acts or omission constituting the non-compliance and stating that this Lease will be terminated and action initiated for eviction and possession as provided by Iowa law if the non-compliance is not remedied within seven (7) days. If Resident adequately remedies the non-compliance within seven (7) days, this Lease will not be terminated.

A Resident who vacates prior to the expiration of the Lease term is responsible for rent payments until the lease expires or the apartment is re-rented pursuant to Iowa Code 562A.29.

The Resident acknowledges that defaulting under the terms of this Lease could result in the filing of an action in District Court or the referral of the debt to a credit collection agency.

10. **PETS: NO PETS WILL BE ALLOWED ON THE PREMISES.** Resident shall be responsible for the cost of cleaning and damages related to the housing of any unauthorized pets. The housing of unauthorized pets shall constitute a breach of the Lease.

Service animals and support animals under the Fair Housing Act are not considered pets. Landlord will review requests for reasonable accommodations pursuant to federal and state law.

11. **DAMAGES:** Whenever damage is caused by negligent or intentional conduct on the part of the Resident, or the Resident knowingly permits someone to cause damage, the Resident agrees to pay:

- a. The cost of all repairs, and to do so within thirty (30) days after the receipt of the Landlord's demand for the repair charges; and
- b. Rent for the period the unit is damaged whether or not the unit is habitable;
- c. Damage shall be deemed to include conditions requiring repair, replacement or cleaning beyond normal wear and tear.

12. **RESTRICTIONS ON ALTERATIONS:** The Resident agrees not to do any of the following without first obtaining the Landlord's written permission:

- a. Change or remove any part of the appliances, fixtures or equipment in the unit;
- b. Paint or install wallpaper or contact paper in the unit;
- c. Attach awnings or window guards in the unit;
- d. Attach or place any fixtures, signs or fences on the building(s), the common areas, or the project grounds;
- e. Attach any shelves, screen doors, or other permanent improvements in the unit;
- f. Install washing machines, dryers, fans, heaters, deep freezers, air conditioners or other appliances in the unit;

- g. Place any aerials, antennas or other electrical connections on the unit; or,
- h. Place any waterbeds in the unit.

13. GENERAL RESTRICTIONS: The Resident shall not:

- a. Sublet or assign the unit, or any part of the unit;
- b. Use the unit for commercial purposes;
- c. Use the unit for unlawful purposes;
- d. Engage in or permit unlawful activities in the unit, in the common areas, or on the project grounds;
- e. Make or permit noises or acts that will disturb the rights or comfort of neighbors. The Resident agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors; or,
- f. To make unreasonable or improper or excess use of any utilities furnished by the Landlord, and, in the event Landlord determines that the consumption of any such utilities by the Resident is an unreasonable amount, when compared with the consumption by other Residents having similar units, the Landlord shall so notify Resident and such improper consumption shall be deemed a default in the performance of the covenants and conditions of this lease. The Landlord shall have the burden of establishing in a judicial proceeding that the Resident's utility consumption is in fact unreasonable or improper.

14. RULES: the Resident agrees to obey the Rules and Regulations which are Attachment No. 2 to this Agreement. The Resident agrees to obey additional rules established after the effective date of this Agreement if:

- a. The rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents; and,
- b. The Resident receives written notice of the proposed rule at least thirty (30) days before the rule(s) is enforced.

15. ACCESS BY LANDLORD: The Landlord, its agents or employees, or when authorized by the Landlord, the employees, of any contractor, utility company, municipal agency or others, reserves the right to enter the premises or any part thereof, during reasonable hours, after providing 24-hour advance notice. Resident shall not unreasonably withhold consent to Landlord to enter the unit when 24-hour notice of entry is provided by Landlord. The Landlord may enter the unit without Resident's consent in case of emergency.

- a. The Resident agrees to permit the Landlord, its agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of inspecting the premises, make necessary or agreed repairs, decorations, alterations or improvements, or to supply necessary or agreed services.
- b. After the Resident has given a notice of intent to move, the Resident agrees to permit the Landlord to show the unit to prospective Residents during reasonable hours and after receiving 24-hour notice of entry, and/or, to display FOR RENT and similar signs.
- c. If the Resident vacates or abandons the unit before the Agreement ends, the Landlord may enter the Unit to decorate, remodel, alter or otherwise prepare the unit for occupancy.

16. CHANGE IN RENTAL AGREEMENT: The Landlord may change the terms and conditions of this agreement at the end of the initial term or any successive one-month term. The Landlord shall provide a 30-day notice to the Resident of any change and will offer the Resident a new Agreement or an amendment to the existing Agreement. The Resident may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord.

17. TERMINATION OF TENANCY:

- a. The Resident may terminate this Agreement after the initial term, or after any subsequent term; however, the Resident must give the Landlord at least 30 days written notice before vacating the unit. If a Resident does not give at least a 30-day written notice, the Resident shall be liable for the rent up to the end of the calendar month for which written notice was required, or to the date the unit is re-rented, whichever date first occurs.
- b. If the Landlord proposes to terminate this Agreement for reasons other than the Resident's non-compliance with this Agreement, the Landlord agrees to give the Resident at least 30 day written notice of the nonrenewal.

18. ABANDONMENT: If Resident vacates or is not residing within the leased premises for 14 days or more without written notice to Landlord, Resident shall be deemed to have abandoned the leased premises, and Landlord may terminate this agreement pursuant to Iowa law. If the Resident fails to notify the Landlord of an extended absence, the Landlord may recover actual damages. If the Resident abandons the dwelling unit, the Landlord shall make reasonable efforts to relet the unit. If the Landlord rents the dwelling unit for a term beginning prior to the expiration of this rental agreement, it is deemed to be terminated as of the date the new tenancy begins.

19. PERSONAL PROPERTY: In the event any property belonging to the Resident shall come into the possession of the Landlord as a result of the termination of this rental agreement at the expiration of the term thereof, or by abandonment of the premises by the Resident, or for any other lawful reason whatsoever, said property may be removed from the premises by the Landlord solely at the risk, cost and expense of the Resident. Resident shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and the costs of storage, if any. The foregoing shall not be deemed to release Landlord from liability for actual negligence.

20. HAZARDS: The Resident shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premium. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Resident, the Resident will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a habitable condition.

21. NON-WAIVER: Failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such term, covenant, agreement or condition as to a future breach thereof, but the same shall continue in full force and effect.

22. CONTENTS OF THIS AGREEMENT: This Agreement and its Attachments make up the entire agreement between the Resident and the Landlord regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both Landlord and the Resident will continue to be bound by them.

23. ATTACHMENTS TO THE AGREEMENT: The Resident certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement:

- a. Attachment No. 1 Unit Inspection Report; and
- b. Attachment No. 2 Rules and Regulations;

24. DESIGNATED AGENT: The person or entity authorized to manage the premises and authorized to act for an on behalf of the Landlord for the purposes specified in Section 562A.13 of the Iowa Uniform Residential Landlord and Tenant Act is:

Anawim Housing, Inc. d/b/a Allterra Property Solutions  
2024 Forest Ave.  
Des Moines, IA 50311

25. OCCUPANTS: The Resident shall not assign this lease, sublet the premises, give accommodation to any roomers or lodgers or permit the use if the premises for any purposes other than as a private dwelling solely for the Resident and occupants as listed below. The name and ages of all persons who will occupy the unit are as follows:

Name	Age	Name	Age
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Resident is permitted to have a guest(s) visit their household. The Landlord reserves the right to request a recorded declaration of domicile or proof of domicile, if a person(s) is making recurring visits or one continuous visit of 14 days and/or nights in a 90-day period without prior approval of the Landlord. Should the Resident or person in question not provide the requested information needed to confirm other domicile, or should the facts be sufficient to evidence domicile in the project, then the Landlord may consider such person(s) a member of the Resident’s household and may enforce any lease covenants shown to be broken and/or require recertification. Guests will not be allowed to stay overnight if the Resident is not present. Resident is responsible for the actions of their guests when visiting on the premises.

THE RESIDENT ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTANDS ALL OF ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year noted below.

TENANT

By: \_\_\_\_\_  
Date signed

By: \_\_\_\_\_  
Date signed

LANDLORD:

By: \_\_\_\_\_  
Date signed

# Anawim Housing, Inc

2024 Forest Ave, Suite 101 • Des Moines, IA 50311  
(515) 244-8308



## 1. Permanent Supportive Housing Participant Agreement

### 1.1 "RESIDENT OBLIGATION AGREEMENT"

I, as a Participant in Anawim Housing's Permanent Supportive Housing Program (PSH), understand and agree to the following:

1. **I must report** all income from all sources and will not commit fraud in connection with the PSH Program.
2. **I agree** to adhere to the landlord's set of leasing rules and regulations, if any, have been given a copy of them. I further understand that this dwelling is for single occupancy only.
3. **I must supply** such certification, release of information, or documentation as the PSH Program or the U.S. Department of Housing and Urban Development (HUD) determines to be necessary in program administration.
4. **I understand** that I must fulfill all my annual recertification responsibilities as specified by the PSH Program.
5. **I understand** that I shall not receive assistance under the PSH Program while occupying or receiving assistance for occupancy of another dwelling unit assisted under any federal housing assistance program.
6. **I understand** that my participation may be terminated if a preponderance of evidence exists that I, or any guests, have engaged in any illegal or criminal activity in my apartment or on the tenantable property.
7. **I understand** that firearms are not allowed in Anawim leased units.
8. **I understand** that I must not engage in, or threaten, abusive or violent behavior toward Anawim Housing staff.
9. **I understand** that I am responsible for any willful housing quality standard violations (including painting or changing of locks) caused by me or my guests. I also understand that if I am responsible for paying utility bills, I am responsible for any damage that may be caused as a result of non-payment or over-use of utilities.
10. **I understand** that smoking is not allowed in my unit.
11. **I understand** that pets are not allowed in program units, unless the pet serves a medically documented purpose specifically for me. Anawim Housing follows ADA rules governing "service" and "support" animals.
12. **I understand and agree** to pay 30% of my adjusted monthly income for rent, as defined by HUD rent standards.
13. **I understand that** should I be terminated from the Permanent Supportive Housing Program I have the right to appeal that decision within 10 business days and will be allowed a mediated hearing moderated by an impartial individual. I may present written and oral evidence and bring supportive individuals to this meeting. The moderator will promptly notify me in writing of the final decision.

X

\_\_\_\_\_

\_\_\_\_\_  
Date Signed