



Ms CIV USA OGC

From: [REDACTED]  
Sent: Saturday, September 06, 2008 7:03 PM  
To: [REDACTED]  
Subject: RE: CID Report - [REDACTED] B&B costs  
Attachments: The Estimated Loss.xls

Hi all -

I've been going through the report from SA [REDACTED] and noticed that I came up with a different dollar amount for the lodging costs submitted for [REDACTED] B&B/North Side Apartments. Adding up the receipts in the CID report, I came up with \$21,445.00. However, the CID Report says the total is \$22,285.00.

So I pulled the Excel spreadsheet (attached) from our IR and found yet a third amount, \$22,415.00.

Looking through the vouchers/receipts in the CID report versus what's listed in the spreadsheet, I found:

Voucher #502106H2 No. 1, 5/04/05 paid final night 5/1/05, \$770 -- this voucher and receipt were not in the CID report.

Voucher #404151H2, 11/18/04, paid final night 11/11/04 -- receipt is for \$240; spreadsheet shows \$440.

(I've highlighted these in yellow.)

Adding in the missing \$770 voucher not in the report, I then came up with a total of \$22,215.00.

Fixing the spreadsheet \$200 apparent typo, the total is \$22,215.00.

But this still leaves a \$70 discrepancy with the CID report, which I'm not sure where that is coming from. It may just be a typo or an adding error, but I just want to make sure we all have the same amount.

On a related note, the "North Side Apartments" receipt for Voucher No. 601951H1, No. 3, dated 5/31/06, showing lodging paid through 5/28/06 (highlighted in blue) is missing from the CID report.

[REDACTED] I believe you kept the original vouchers - can you send a copy of the missing items described above to me and SA [REDACTED] to add to the report? SA [REDACTED] these will all go in Exhibit 5.

Thanks,  
[REDACTED]

[REDACTED]  
Office of Counsel  
U.S. Army Corps of Engineers  
P.O. Box 59  
Louisville, KY 40201-0059  
Office: [REDACTED]  
Fax: (502) 315-6659

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COPY OR FORWARD DO NOT RELEASE UNDER FOIA OR CIVIL DISCOVERY

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TV (Travel Voucher) #	Sign Date	Original Lodging Identification	Optional: An Annotated (Changed To) Identification / [Other Discussion/Explanation]	Daily Rate	Extended Total Amounts:	Optional: Tenant Address	C/R Coding / Cumulative \$	Opl. Other Item: Page Tot
303390H2 TV No. 1	07/10/03	Bed and Breakfast [REDACTED], Evansville, IN 47711	N/A [Paid Last Lodging Night of 7/09/03]	55.00	1,100.00	Engineers, [REDACTED] Army Corps of Engineers, KY 40299	JH02-A-01	LN
302301H2 TV No. 2	05/27/03	Bed and Breakfast [REDACTED], Evansville, IN 47711	N/A [Paid upon Departure at 5/22/03]	55.00	770.00	Engineers, [REDACTED] Army Corps of Engineers, KY 40299	JH02-B-01	DP
105348H2 TV No. 2	10/25/01	Bed and Breakfast [REDACTED], Evansville, IN 47711	"Lane" marked thru & replaced w/ "Ave." [Hand-wrtin Ph # [REDACTED] Pd Dpt @ 10-22-01]	55.00	770.00	Engineers, [REDACTED] Army Corps of Engineers, KY 40299	JH02-B-02	DP
105348H2 TV No. 1	10/09/01	Bed and Breakfast [REDACTED], Evansville, IN 47711	"Lane" mrdk thru & replacd w/ "Ave." [Hand-written Ph.# [REDACTED] Pd Dpt @ 10/08/01]	55.00	770.00	Engineers, [REDACTED] Army Corps of Engineers, KY 40299	JH02-B-03	DP
105348H2 TV No. 3	11/15/01	Bed and Breakfast [REDACTED], Evansville, IN 47711	"Lane" was marked thru and replaced with "Ave." [REDACTED] Pd @ 11/7/01 Depart.]	55.00	880.00	Engineers, [REDACTED] Army Corps of Engineers, KY 40299	JH02-A-02	DP
400023H2	10/14/03	Bed and Breakfast [REDACTED], Evansville, IN 47711	N/A [Pd. @ Last Lodging Night of 10/09/03]	55.00	825.00	Engineers, [REDACTED] Army Corps of Engineers, KY 40299	JH03-A-03	LN
304688H2	09/25/03	Bed and Breakfast [REDACTED], Evansville, IN 47711	N/A [Pd. @ Last Lodging Night of 09/24/03]	55.00	825.00	Engineers, [REDACTED] Army Corps of Engineers, KY 40299	JH03-A-04	LN
303390H2 TV No. 3	08/13/03	Bed and Breakfast [REDACTED], Evansville, IN 47711	N/A [Pd. @ Last Lodging Night of 08/04/03]	55.00	605.00	Engineers, [REDACTED] Army Corps of Engineers, KY 40299	JH03-A-05	LN
303390H2 TV No. 2	07/27/03	Bed and Breakfast [REDACTED], Evansville, IN 47711	N/A [Pd. @ Last Lodging Night of 07/24/03]	55.00	825.00	Engineers, [REDACTED] Army Corps of Engineers, KY 40299	JH03-B-01	LN

\$22,415.00 Est. Loss Allegedly  
 Attributable to this one person

APPENDIX B2  
 CELRL-IR 08-28  
 CID Hotline - Travel Irregularities

TV (Travel Voucher) #	Sign Date	Original Lodging Identification	Optional: An Annotated (Changed To) Identification / [Other Discussion/Explanation]	Daily Rate	Extended Total Amounts:	Optional: Tenant Address	C/R Coding / Cumulative \$	Opt. Other Item:
303324H2	06/26/03	██████████ Bed and Breakfas ██████████ ██████████ Evansville, IN 47711	N/A [Pd. @ Last Lodging Night of 06/19/03]	55.00	825.00	██████████ Army Corps of Engineers, ██████████ Louisville, KY 40299	JH03-B-02	LN
302301H2 TV No. 3	06/11/03	██████████ s Bed and Breakfas ██████████ ██████████ Evansville, IN 47711	N/A [Pd. @ Last Lodging Night of 06/04/03]	55.00	770.00	██████████ Army Corps of Engineers, ██████████ Louisville, KY 40299	JH03-B-03	LN
403539H2	07/26/04	██████████ Bed and Breakfas ██████████ ██████████ Evansville, IN 47711	N/A [Pd. @ Last Lodging Night of 07/16/04]	55.00	935.00	██████████ Army Corps of Engineers, ██████████ Louisville, KY 40299	JH04-B-01	LN
402394H2 TV No. 2	05/27/04	██████████ s Bed and Breakfast ██████████ ██████████ Evansville, IN 47711	N/A [Paid upon Departure at 5/20/04]	55.00	880.00	██████████ Army Corps of Engineers, ██████████ Louisville, KY 40299	JH04-B-02	DP
402394H2 TV No. 1	05/04/04	██████████ Bed and Breakfast ██████████ ██████████, Evansville, IN 47711	N/A [Paid upon Departure at 5/04/04]	55.00	1,155.00	██████████ Army Corps of Engineers, ██████████ Louisville, KY 40299	JH04-B-03	DP
400023H2 TV No. 03	11/06/03	██████████ s Bed and Breakfast ██████████ ██████████, Evansville, IN 47711	N/A [Pd. @ Last Lodging Night of 11/01/03]	55.00	440.00	██████████ Army Corps of ██████████ Louisville, KY 40299	JH04-B-04	LN
400023H2 TV No. 02	11/06/03	██████████ Bed and Breakfas ██████████ ██████████ Evansville, IN 47711	N/A [Pd. @ Last Lodging Night of 10/24/03]	55.00	825.00	██████████ Army Corps of ██████████ Louisville, KY 40299	JH04-B-05	LN
502106H2 TV No. 1	05/04/05	North Side Apartment ██████████ ██████████, Evansville, IN 47711	SINGULAR Name for same address & New Phone #: ██████████ ██████████ [Pd final nite 5/1/05]	55.00	770.00	██████████ Army Corps of Engineers ██████████ Louisville, KY 40299	JH05-A-03	LN
502106H2 TV No. 2	05/20/05	North Side Apartments ██████████ ██████████ Evansville, IN 47711	PLURAL Name; same address & New Phone #: ██████████ [Pd. final nite 5/17/05]	55.00	880.00	██████████ Army Corps of Engineers, ██████████ Louisville, KY 40299	JH05-A-04	LN
Cumulative / Page Total-->							14,850.00	7,480.00

\$22,415.00 Est. Loss Allegedly  
 Attributable to this one person

TV (Travel Voucher) #	Sign Date	Original Lodging Identification	Optional: An Annotated (Changed To) Identification / [Other Discussion/Explanation]	Daily Rate	Extended Total Amounts:	Optional: Tenant Address	C/R Coding / Cumulative \$	Opt. Other Item:
404151H2	11/18/04	Bed and Breakfast [REDACTED] Evansville, IN	Rate incr. frm \$55 to \$60. [Pd. Final Night 11/11/04]	60.00	440.00	Engineers [REDACTED] Army Corps of [REDACTED] Louisville, KY 40299	JH05-B-01	LN
500057H2	10/08/04	Bed and Breakfast [REDACTED] Evansville, IN	Incr frm \$55 - \$60, slight bill format chng. [Appeared as Paid on 10/4/04 Departure.]	60.00	385.00	Engineers [REDACTED] Army Corps of [REDACTED] Louisville, KY 40299	JH05-B-02	DP
601951H2 TV No. 4	06/09/06	North Side Apartments [REDACTED], Evansville, IN	Rate incr frm \$55 - \$60. [Pd. Final Night 6/7/06.]	60.00	600.00	Engineers [REDACTED] Army Corps of [REDACTED] Road, Louisville, KY 40299	JH06-B-01	LN
601951H2 TV No. 3	05/31/06	North Side Apartments [REDACTED], Evansville, IN	Rate incr frm \$55 - \$60. [Pd. Final Night 05/28/06.]	60.00	840.00	Engineers [REDACTED] Army Corps of [REDACTED] Road, Louisville, KY 40299	JH06-B-02	LN
601951H2 TV No. 2	05/16/06	North Side Apartments [REDACTED], Evansville, IN	Rate incr frm \$55 - \$60. [Pd. Final Night 05/14/06.]	60.00	840.00	Engineers [REDACTED] Army Corps of [REDACTED] Road, Louisville, KY 40299	JH06-B-03	LN
601951H2 TV No. 2	05/05/06	North Side Apartments [REDACTED], Evansville, IN	Rate incr frm \$55 - \$60. [Pd. Final Night 04/30/06.]	60.00	770.00	Engineers [REDACTED] Army Corps of [REDACTED] Louisville, KY 40299	JH06-B-04	LN
600049H2	10/17/05	North Side Apartments [REDACTED], Evansville, IN	FOR THIS TRAVEL VOUCHER, LOGGING ON TO THE TRAVEL VOUCHER. Appeared To Be Annotated to Correct the Dates on it to Match w/ the Travel Voucher. 3Nites ~ 10/11-13 w/ 10/14 payment/departure was hand changed so as to read as 4Nites ~ 10/10-13 w/ 10/14 payment/departure.	55.00	220.00	Engineers [REDACTED] Army Corps of [REDACTED] Louisville, KY 40299	JH06-B-05	DP
600109H2	11/15/05	North Side Apartments [REDACTED], Evansville, IN	N/A [Paid on the Final (Last) Night, or 11/09/05.]	55.00	550.00	Engineers [REDACTED] Army Corps of [REDACTED] Louisville, KY 40299	JH06-B-06	LN
					Cumulative / Page Total-->		19,495.00	4,645.00

\$22,415.00 Est. Loss Allegedly Attributable to this one person

TV (Travel Voucher) #	Sign Date	Original Lodging Identification	Optional: An Annotated (Changed To) Identification / [Other Discussion/Explanation]	Daily Rate	Extended Total Amounts:	Optional: Tenant Address	C/R Coding / Cumulative \$	Opt. Other Item:
705332H2	05/17/07	North Side Apartments # [REDACTED], Evansville, IN 47711	Higher Daily Rate of \$60.00. [Paid on the Final (Last) Night, or 5/15/07.]	60.00	1,800.00	Engineers, [REDACTED] Army Corps of Louisville, KY 40299	JH07-B-01	LN
807378H2	07/17/08	North Side Apartments # [REDACTED], Evansville, IN 47711	Even Higher Daily Rate of \$70! The "Overall Font" and billing style is somewhat different from the previous billings. [Paid on final lodging nite: 07/07/08]	70.00	1,120.00	[REDACTED] Army Corps of Engineers, [REDACTED] Louisville, KY 40299 Cumulative / Page Total-->	JH08-A-05 22,415.00	LN 2,920.00
<b>Estimated Loss - Alleged Misrepresentation of Lodging Costs</b>				<b>GRAND TOTAL:</b>	<b>\$22,415.00</b>	Subject to further Verification / Validation		
Please note the last column with "DP" & "LN" designations:				# of Times:				
DP =	Traveler Paid Bill Upon Departure Date (Usual)			8				
LN =	Traveler Paid Bill Upon the Last Night (Unusual)			20				
	Total Occurrences			28				

\$22,415.00 Est. Loss Allegedly  
 Attributable to this one person





TDY RECEIPTS TRANSMITTAL FORM

This form is required with receipts - EMAIL & FAX.

TO: USACE FINANCE CENTER  
OFFICE SYMBOL: CEFC-R  
FAX NUMBER: (901) 874-8662  
OR  
EMAIL ADDRESS: cefc-tdy@usace.army.mil  
DATE: 23-AUG-08  
TRAVEL ORDER: 809346H2  
TRAVEL VOUCHER NO: 1  
TRAVEL VCHR AMEND NO: 0  
TRAVELER/PAYEE NAME: [REDACTED]  
TRAVEL VOUCHER DATE: 23-AUG-08  
CONTACT: [REDACTED]

\*\*\* DO NOT SUBMIT RECEIPTS UNTIL VOUCHER IS SIGNED BY REVIEWER \*\*\*

Please attach all required receipts.  
Please ensure all receipts are legible.  
Upon approval by the Travel Approving Official of this travel voucher in CEFMS, this form and the receipts must be immediately faxed to USACE FINANCE CENTER (UFC) at 901-874-8662 or emailed to cefc-tdy@usace.army.mil.  
If you receive payment for expenses claimed without legible, required receipts you may be billed for the unsupported reimbursement.

Receipts to Send to UFC

-----  
All Lodging  
All Reimb Exp equal to or greater than \$75  
Per JTR: If Actual Expenses are claimed you must submit copy of Authorization.

5

TRAVEL VOUCHER OR SUBVOUCHER		TV NO. 1		AMEND NO. 0	
<b>1. PAYMENT</b> <input type="checkbox"/> Electronic Fund Transfer (EFT) <input type="checkbox"/> Payment by Check		<b>SPLIT DISBURSEMENT:</b> The Paying Office will pay directly to the Government Travel Charge Card (GTCC) contractor the portion of your reimbursement representing travel charges for transportation, lodging, and rental car if you are a civilian employee, unless you elect a different amount. Military personnel are required to designate a payment that equals the total of their outstanding government travel card balance to the GTCC contractor. <input checked="" type="checkbox"/> Pay the following amount of this reimbursement directly to the Government Travel Charge Card contractor: <b>\$ 0</b>			
2. Name (Last, First, Middle Initial)		3. GRADE	4. SSN		5. TYPE OF PAYMENT
		10			<input checked="" type="checkbox"/> TDY <input type="checkbox"/> PCS <input type="checkbox"/> Dependent(s) <input type="checkbox"/> Member/Employee <input type="checkbox"/> Other <input type="checkbox"/> DLA
6. ADDRESS & NUMBER AND STREET		b. CITY	c. STATE	d. ZIP CODE	
Privacy Act Information		Privacy Act Information			
e. E-MAIL ADDRESS		7. DAYTIME TELEPHONE NUMBER & AREA CODE		8. TRAVEL ORDER NUMBER	
				809346HZ 25 JUL 2008	
11. ORGANIZATION AND STATION		9. PREVIOUS GOVT PAYMENT(S) ADVANCES		10. FOR O.D. USE ONLY	
MAINTENANCE AND REPAIR SECTION LOUISVILLE, KY				a. D.O. VOUCHER NUMBER	
12. DEPENDENTS (S) (X and complete as applicable)		13. DEPENDENT'S ADDRESS ON RECEIPT OF ORDERS		b. SUBVOUCHER NUMBER	
<input type="checkbox"/> ACCOMPANIED <input checked="" type="checkbox"/> UNACCOMPANIED				c. PAID BY	
e. Name (Last, First, Middle Initial)		d. RELATIONSHIP	f. DATE OF BIRTH OR MARRIAGE		
		12. HOUSEHOLD GOODS SHIPPED?		d. COMPUTATIONS	
		YES <input type="checkbox"/> NO <input type="checkbox"/>			
15. ITINERARY					
a. DATE 2008	b. PLACE (Home Office, Base Activity, City and State, City and County, etc.)	MEANS/ MODE OF TRAVEL	REASON FOR STOP	LODGING COST	Number of Meals GOVT DGD
08/06	DEP 1200 LOUISVILLE / JEFFERSON KY KENTUCKY	PA	STOP		
08/06	ARR 1800 EVANSVILLE/VANDERBURGH IN INDIANA	PA	TD	\$70.00	
08/20	DEP 2359 EVANSVILLE/VANDERBURGH IN INDIANA	PA	STOP		
08/20	ARR 2400 EVANSVILLE/VANDERBURGH IN INDIANA	PA	MC		
e. SUMMARY OF PAYMENT					
(1) Per Diem				\$0.00	
(2) Actual Expense					
(3) Mileage				\$0.00	
(4) Dependent Travel					
(5) DLA					
(6) Reimbursable Expense				\$0.00	
(7) Total				\$0.00	
(8) Less Advance				\$0.00	
(9) Amount Owed				\$0.00	
(10) Amount Due				\$0.00	
16. POC Travel (X one)		O OWNER/OPERATOR		PASSENGER	
18. REIMBURSABLE EXPENSES		17 LEAVE			
a. DATE	b. NATURE OF EXPENSE	c. AMOUNT	d. ALLOWED	a. DAYS	b. HOURS
20 AUG 2008	LAUNDRY	\$21.43		0	0
20 AUG 2008	VICINITY MILEAGE AMOUNT	\$593.83		c. TAKEN BETWEEN	
20 AUG 2008	LONG DISTANCE PHONE CALLS HOME/FAI	\$21.48		08 AUG 2008	
				d. AND	
				20 AUG 2008	
19. GOVERNMENT TRANSPORTATION REQUEST (GTR)/MILITARY TRANSPORTATION AUTHORIZATION (MTA)					
a. GTR/MTA NO.		b. FROM		c. TO	
b. DATE		c. SUPERVISOR SIGN		d. DATE	
8-23-08				25 AUG 08	
96 NA X 4802 0000 08 2437 NA SGR152 H216587 E48CFZ ALLOEX DOE					
100 % FUNDED					
23. COLLECTION DATA					
24. COMPUTED BY		25. AUDITED BY		26. AUTHORIZED BY	
				27. RECEIVED (Payee Signature and Date or Check No.)	
				28. AMOUNT PAID	

TRAVEL VOUCHER OR SUBVOUCHER

(Continuation Sheet)

PAGE 2 OF 3 PAGES

4. NAME (Last, First, Middle Initial)

809346H2

TV NO: 1

AMEND NO: 0

9. Prior Payments

FOR DO USE ONLY

15. ITINERARY

a. DATE 2008	b. PLACE (Home Office, Base Activity, City and State, City and County, etc.)	MEANS/ MODE OF TRAVEL	REASON FOR STOP	LODGING COST	Number of Meals		POC MILES
					GOVT	RED	

16. REIMBURSABLE EXPENSES

a. DATE	b. NATURE OF EXPENSE	c. AMOUNT	d. ALLOWED

22. ACCOUNTING CLASSIFICATION

REMARKS

TOTAL LODGING: \$1050.00 / MILEAGE: 998.  
 THE BEGINNING PARTIAL VOUCHER ON THIS ORDER ENTITLES THE EMPLOYEE TO 75% OF PER DIEM PLUS LODGING ON THE FIRST DAY & FULL PER DIEM & LODGING FOR THE REMAINING DAYS. MISSION INCOMPLETE!

REVIEWER REMARKS: \* None \*



REQUEST AND AUTHORIZATION FOR TDY TRAVEL OF DOD PERSONNEL						1. DATE OF REQUEST	
<i>(Reference: Joint Travel Regulations (JTR), Chapter 3)</i> <i>(Read Privacy Act Statement on back before completing form.)</i>						23 JUL 2008	
<b>REQUEST FOR OFFICIAL TRAVEL</b>							
2. NAME (Last, First, Middle Initial)			3. SOCIAL SECURITY NUMBER		4. POSITION TITLE AND GRADE/RATING		
██████████					MACHINIST WG10		
5. LOCATION OF PERMANENT DUTY STATION (PDS)				6. ORGANIZATIONAL ELEMENT		7. DUTY PHONE NUMBER	
MAINTENANCE AND REPAIR SECTION LOUISVILLE, KY				CELRL-OP-PM		(502)268-7289	
8. TYPE OF AUTHORIZATION		9. TDY PURPOSE (See JTR, Appendix H)		10a. APPROX. NO. OF TDY DAYS		b. PROCEED DATE	
TEMPORARY DUTY		SCHEDULED REPAIRS AT GREEN RIVER LA CATEGORY SITE VISIT- OPERATIONALS		43		03-AUG-2008	
11. ITINERARY <input checked="" type="checkbox"/> VARIATION AUTHORIZED							
LEG: 1 FROM: LOUISVILLE / JEFFERSON KY KENTUCKY ON 03-AUG-2008 1000 TO GREEN RIV L/O 1 & 2 & VICINITY KY KENTUCKY DEPART 14-SEP-2008 1700							
12. TRANSPORTATION MODE PA POC - AUTO							
a. COMMERCIAL			b. GOVERNMENT			c. LOCAL TRANSPORTATION	
RAIL	AIR	BUS	SHIP	AIR	VEHICLE	SHIP	RENTAL CAR
							OTHER
							PRIVATELY OWNED CONVEYANCE (Check One)
							RATE PER MILE .505
							<input checked="" type="checkbox"/> ADVANTAGEOUS TO THE GOVERNMENT
							MILEAGE REIMBURSEMENT AND PER DIEM IS LIMITED TO CONSTRUCTED COST OF COMMON CARRIER TRANSPORTATION AND PER DIEM AS DETERMINED AND TRAVEL TIME AS LIMITED PER JTR
13. <input type="checkbox"/> AS DETERMINED BY APPROPRIATE TRANSPORTATION OFFICER (Overseas Travel Only)							
14. ESTIMATED COST				15. ADVANCE AUTHORIZED			
a. PER DIEM		b. TRAVEL		c. OTHER		d. TOTAL	
\$4,632.50		\$700.00		\$1,390.00		\$6,722.50	
16. REMARKS (Use this space for special requirements, leave, excess baggage, accommodations, registration fees, etc.)							
TRAVELER IS RESPONSIBLE FOR ALL COST INCURRED							
YOU ARE AUTHORIZED TRAVEL WITHIN AND AROUND TEMPORARY DUTY STATION.							
VICINITY MILEAGE IN THE AREA OF THE TDY LOCATION APPROVED AS ADVANTAGEOUS.							
IF THE TRIP IS CANCELED/CHANGED AFTER TICKETS (OR TR'S) ARE ISSUED, THE TRAVELER IS LIABLE FOR THEIR VALUE UNTIL ALL TICKET COUPONS HAVE BEEN USED FOR OFFICIAL TRVL AND/OR ALL UNUSED TICKETS OR COUPONS ARE PROPERLY ACCT'D FOR ON THE VCHR							
OFFICIAL TRAVEL ARRANGEMENTS PURCHASED THROUGH A COMMERCIAL TRAVEL OFFICE (TRAVEL AGENCY) NOT UNDER CONTRACT TO THE GOVERNMENT IS NOT REIMBURSABLE EXCEPT AT LOCATIONS WHERE THERE IS NO CTO CONTRACT WITH THE GOVERNMENT.							
LONG DISTANCE PHONE CALLS TO TRAVELER'S HOME/FAMILY FOR OFFICIAL BUSINESS IS AUTHORIZED							
17. TRAVEL- REQUESTING OFFICIAL (Title and signature)				18. TRAVEL- APPROVING/DIRECTING OFFICIAL (Title and signature)			
██████████ ADMINISTRATIVE SUPPORT ASSISTANT 28 JUL 2008				██████████ SUPV MAINTENANCE ENGINEER 28 JUL 2008			
<b>AUTHORIZATION</b>							
19. ACCOUNTING CITATION							
98 NA X 4902 0000 08 2437 NA S06152 B45CF2 ALLOEX DOE 100							
20. AUTHORIZING/ORDER- ISSUING OFFICIAL (Title and signature)						21. DATE ISSUED	
ELECTRONICALLY SIGNED BY/ WILMA L KROMENA TRANSPORTATION ASSISTANT						28 JUL 2008	
LOGISTICS MGNT. TRANSPORTATION						22. TRAVEL AUTHORIZATION/AMENDMENT NUMBER	
600 DR. MLKJ PLACE P.O. BOX 59						809346H2 0	
ROOM 1720 LOUISVILLE, KY 40201-0959							
DD FORM 1610, MAY 2003						PREVIOUS EDITION IS OBSOLETE.	

U.S. ARMY CORPS OF ENGINEER REQUEST FOR OFFICIAL TRAVEL		DATE ISSUED 28-JUL-2008
NAME: (Last, First, Middle Initial) ██████████		TRAVEL ORDER/AMEND. NUMBER 809346H2 0

**PRIVACY ACT STATEMENT**  
(5 U. S. C. 552a)

AUTHORITY: 5 U. S. C. 555701, 5702, and E.O. 9397.

PRINCIPAL PURPOSE(S): Used for reviewing, approving, and accounting for official travel. SSN is used to maintain a numerical identification system for individual travelers.

ROUTINE USE(S): None.

DISCLOSURE: Voluntary; however, failure to provide the requested information may delay or preclude timely authorization of travel request.

CONTINUATION OF BLOCK 11 ITINERARY, BLOCK 16 REMARKS AND/OR BLOCK 19 ACCOUNTING CITATION

16. REMARKS (Continued)

THE TTRA OF 1998 STIPULATES THAT THE GOV-SPONSORED, CONTRACTOR-ISSUED TRAVEL CARD SHALL BE USED BY ALL U.S. GOV PERSONNEL (CIV AND MIL) TO PAY FOR COSTS INCIDENT TO OFFICIAL TRAVEL UNLESS SPECIFICALLY EXEMPTED BY GSA OR THE AGENCY HEAD.

ALL CLAIMS SHALL BE SUBMITTED WITHIN 5 WORKING DAYS OF RETURN TO, OR ARRIVAL AT, THE PDS

THE USE OF THE CTO TO ARRANGE OFFICIAL TRAVEL IS MANDATORY, OR A STATEMENT IN DETAIL AS TO EXACTLY WHY A CTO IS NOT AVAILABLE, OR OTHERWISE IS NOT BEING USED, IS MANDATORY

IF THERE IS A GSA CONTRACT CITY-PAIR FAIR BETWEEN AN OFFICIAL-TRAVEL ORIGIN AND OFFICIAL-TRAVEL DESTINATION, IT SHOULD BE USED UNLESS ONE OF THE 5 REASONS IN PAR. C2002-AA4 EXISTS. IF A REASON EXISTS, IT MUST BE STATED ON THE TRAVEL ORDERS

TRAVELERS WHO USE THEIR GOVERNMENT CREDIT CARD FOR TRAVEL ARE REQUIRED TO SPECIFY AN AMOUNT TO BE PAID TO THE CARD COMPANY

ATM FEES AUTHORIZED

MODE OF TRANSPORTATION: PRIVATE AUTO. LODGING AUTHORIZED IN OWENSBORO, KY, HENDERSON, KY, EVANSVILLE, IN AND VICINITY. FLEET PERSONEL WILL BE ABOARD GOVT VESSEL TO PILOT EQUIPMENT TO JOB SITE AND USE PA WHILE ON TDY.

809346H2

# Northside Apartments



AUGUST 21, 2008

*did not  
answer  
as business  
" just hello "*



ARMY CORPS OF ENGINEERS  
6207 BILTOWN ROAD  
LOUISVILLE, KY 40299

ARRIVAL DATE: 08/06/08

CHECKED OUT:

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>BALANCE</u>
08/06/08	ROOM CHARGE	\$70.00	\$ 70.00
08/07/08	ROOM CHARGE	\$70.00	\$ 140.00
08/08/08	ROOM CHARGE	\$70.00	\$ 210.00
08/09/08	ROOM CHARGE	\$70.00	\$ 280.00
08/10/08	ROOM CHARGE	\$70.00	\$ 350.00
08/11/08	ROOM CHARGE	\$70.00	\$ 420.00
08/12/08	ROOM CHARGE	\$70.00	\$ 490.00
08/13/08	ROOM CHARGE	\$70.00	\$ 560.00
08/14/08	ROOM CHARGE	\$70.00	\$ 630.00
08/15/08	ROOM CHARGE	\$70.00	\$ 700.00
08/16/08	ROOM CHARGE	\$70.00	\$ 770.00
08/17/08	ROOM CHARGE	\$70.00	\$ 840.00
08/18/08	ROOM CHARGE	\$70.00	\$ 910.00
08/19/08	ROOM CHARGE	\$70.00	\$ 980.00
08/20/08	ROOM CHARGE	\$70.00	\$ 1,050.00
08/20/08	PAYMENT-----		\$ 1,050.00
BALANCE-----			

\$1050.00





TITLE 41 -- PUBLIC CONTRACTS AND PROPERTY MANAGEMENT  
SUBTITLE F -- FEDERAL TRAVEL REGULATION SYSTEM  
CHAPTER 301 -- TEMPORARY DUTY (TDY) TRAVEL ALLOWANCES  
SUBCHAPTER B -- ALLOWABLE TRAVEL EXPENSES  
PART 301-11 -- PER DIEM EXPENSES  
SUBPART A -- GENERAL RULES

41 U.S.C. § 301-11.12 How does the type of lodging I select affect my reimbursement?

Your agency will reimburse you for different types of lodging as follows:

(a) Conventional lodgings. (Hotel/motel, boarding house, etc.) You will be reimbursed the single occupancy rate.

(b) Government quarters. You will be reimbursed, as a lodging expense, the fee or service charge you pay for use of the quarters.

(c) Lodging with friend(s) or relative(s) (with or without charge). You may be reimbursed for additional costs your host incurs in accommodating you only if you are able to substantiate the costs and your agency determines them to be reasonable. You will not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount.

(d) Nonconventional lodging. You may be reimbursed the cost of other types of lodging when there are no conventional lodging facilities in the area (e.g., in remote areas) or when conventional facilities are in short supply because of an influx of attendees at a special event (e.g., World's Fair or international sporting event). Such lodging includes college dormitories or similar facilities or rooms not offered commercially but made available to the public by area residents in their homes.

(e) Recreational vehicle (trailer/camper). You may be reimbursed for expenses (parking fees, fees for connection, use, and disconnection of utilities, electricity, gas, water and sewage, bath or shower fees, and dumping fees) which may be considered as a lodging cost.

T



Archived Joint Travel Regulation  
Effective 1 October 2001

Available at: <http://www.defensetravel.dod.mil/perdiem/trvlregs.html>

CHAPTER 4 - TRAVEL OF EMPLOYEES  
PART A: PERMANENT DUTY TRAVEL  
C4555 RULES CONCERNING LODGING AND LODGING COST

\* \* \*

B. Allowable Lodging Expenses. A traveler is reimbursed only for actual lodging costs up to the maximum amount prescribed in Appendix B or D for the locality. Expenses for lodging in the situations described in subpars. 1 through 4 are allowed as indicated.

1. Conventional Lodging. When an employee uses conventional lodging facilities (hotels, motels, boarding houses, etc.), the allowable lodging expense is based on the single room rate for the lodging used (for double occupancy, see subpar. II). (See subpar. G for computing daily lodging expense when lodging is rented on a weekly or monthly basis.)
2. Government Quarters. A fee or service charge paid for Government quarters use is an allowable lodging expense.
3. Lodging With Friends or Relatives. When an employee lodges with friends or relatives (including members of the immediate family) with or without charge, the allowable cost for lodging, for computing per diem, is zero.
4. Lodging in Non-conventional Facilities. The cost of non-conventional lodging facilities may be allowed. These facilities include college dormitories or similar facilities and rooms generally not offered commercially that are made available to the public by area residents in their homes. In these cases, a traveler must provide a written explanation of the circumstances which is acceptable to the DoD component.

APPENDIX O - Temporary Duty (TDY) TRAVEL ENTITLEMENTS

T4040 LIVING EXPENSES (PER DIEM ENTITLEMENTS)

The "Lodging Plus" method is used to reimburse TDY living expenses. Travelers are paid the actual cost of lodging up to a limit, plus a set amount for M&IE. Rates for lodging and M&IE vary by location, but should be sufficient for a comfortable, safe trip. Travelers can also be reimbursed for other necessary travel-related expenses if the AO approves them as appropriate to the mission.

A. Lodging Overnight Required - Business Travel Standards

1. Sleeping

\* \* \*

- e. Reimbursement of lodging cost when staying with friends or relatives is not authorized.

U-1  
U-2



VOLUME 2  
JOINT TRAVEL REGULATIONS  
CHANGE 492

Alexandria, VA

1 October 2006

These regulation changes are issued for all Department of Defense civilian employees. New or revised material is indicated by a star and is effective 1 October 2006 unless otherwise indicated.

J. P. MCLAURIN  
Deputy Assistant Secretary of  
the Army (MPP)

LYNDA DAVIS  
Deputy Assistant Secretary  
of the Navy (Military Personnel Programs)

ROBERT GODWIN  
Deputy Assistant Secretary of the Air Force  
for Force Management and Integration

This change includes all material written in CAP Items 16-06; 53-06(E); 64-06(I); 65-06(I); 69-06(I); 70-06(I). Insert the attached pages and remove the corresponding pages. This cover page replaces the Change 491 cover page.

BRIEF OF REVISION

These are among the major changes made by Change 492:

C2203; Appendix A.1. Aligns the definitions of CTO, TMC, and TMS.

C2204-B4k. Authorizes business-class travel for personnel in the employ of a foreign Government traveling in the U.S. Government's interest when a foreign country's regulations, a memorandum of understanding, a memorandum of agreement, and/or a status of forces agreement require that the foreign government's employees travel via premium-class travel.

C4555-B3; C5370-D; T4040-A.1e. Allows reimbursement for additional costs incurred by the host when a traveler lodges with friends or relatives incident to TDY or while authorized TQSE.

*NOTE: If all three meals are deductible and provided/consumed at no cost to the traveler only the incidental expenses for that day (\$3 in CONUS; or the locality incidental expenses (see <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html>) or \$3.50 OCONUS) are payable.*

C. Absence of Commercial OCONUS Establishments that Prepare and Serve Meals. When:

1. Government quarters are available or Government contractor's lodging facilities are used at an OCONUS location; and
2. The AO determines that no commercial establishments prepare and serve food either at or within a reasonable distance from the TDY station

per diem for full days should be based on the normal costs for food in whatever facilities are available and normally used by travelers at that place. The AO must determine and state in the travel authorization, the applicable per diem rate. In determining the rate payable, the traveler is allowed a rate equal to the normal cost of food and lodgings in the available facilities plus \$3.50 for incidental expenses or the incidental rate in <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html>, when the AO determines \$3.50 to be inadequate for anticipated expenses. The sum of these items is rounded to the next higher dollar.

D. TDY Performed in Support of Military Units on Field Duty. No per diem is payable to civilian employees under civilian travel authorizations who, as part of their assigned duties, accompany military units on field duty, or provide noncombatant support to military units. See Appendix A for the definition of field duty. The per diem payment prohibition applies when both Government mess, including field rations (even though the employee is assessed a charge for that meal(s)) and Government-provided billeting are available (non-transient barracks or tents). An employee on field duty is required to pay the discounted meal rate for any meal(s) consumed in a Government mess (including field rations). Reimbursement is authorized for any charges incurred for meals or for any cost of quarters necessarily procured during the TDY assignment.

*Effective 22 December 2005*

E. Meals Provided by a Common Carrier or Complimentary Meals Provided by a Lodging Establishment. Meals provided by a common carrier do not affect per diem. Complimentary meals provided by a lodging establishment do not affect per diem as long as the room charge is the same with or without meals. See pars. C4554-B5 and C4554-B6 when a charge for meals is added to the lodging cost.

#### C4555 RULES CONCERNING LODGING AND LODGING COST

A. Lodging Location Rules

*NOTE: In CONUS, per diem locations are defined ordinarily by counties, not just cities.*

1. Lodging at a TDY Location. Ordinarily employees should lodge at the TDY location. If an employee obtains lodging outside the area covered by the TDY location per diem rate because of personal preference or convenience, the allowable per diem is limited to the maximum per diem rate prescribed for the TDY location.
2. Lodging Not Available at a TDY Location. If lodgings are not available at a TDY location and must be obtained in an adjacent locality where the prescribed maximum per diem rate is higher, a DOD component may, on an individual case basis, authorize/approve the higher maximum per diem rate. If the higher maximum rate is not justified and authorized in advance, an employee must furnish a written statement with the travel voucher satisfactorily explaining the circumstances.

B. Allowable Lodging Expenses. A traveler is reimbursed only for actual lodging costs up to the maximum amount prescribed in <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html> for the locality. Expenses are allowed, as indicated, for lodging in the situations described in pars. C4555-B1; C4551-B2; C4551-B3 and C4555-B4.

1. Conventional Lodging. When an employee uses conventional commercial lodging facilities (hotels, motels, boarding houses, etc.), the allowable lodging expense is based on the single room rate for the lodging used (for double occupancy, see par. C4555-II). See par. C4555-G for computing the daily lodging expense when lodging is rented on a weekly or monthly basis.

2. Government Quarters. A fee or service charge paid for Government quarters use is an allowable lodging expense.

*Effective 19 July 2006*

\*3. Lodging with Friend(s) or Relative(s). When a traveler lodges with friend(s) or relative(s) (with or without charges) the traveler may be reimbursed for additional costs the host incurs in accommodating the traveler (as a lodging expense) only if the traveler is able to substantiate the costs and the AO determines the costs to be reasonable. *The traveler may not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount.* See GSBICA 16836-RELO, 5 June 2006 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA16836.PDF>.) A traveler who lodges with friends or relatives is authorized an allowance for meals and incidental expenses at the M&IE rate prescribed for the TDY location.

*NOTE 1: If the friend or relative is in the business of renting on a regular basis the quarters involved – for example, if that individual is operating a hotel or apartment house – the "friends or relatives" provision does not apply. See GSBICA 14398-TRAV, 24 Feb 1998 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA14398.txt>).*

*NOTE 2: Shortly after being transferred to a new PDS, an employee was sent TDY to the old PDS where the employee stayed at the former residence which was not yet sold. GSBICA ruled that the employee was not authorized reimbursement for lodging at the former residence. See GSBICA 15600-TRAV, 7 March 2002. (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA15600.PDF>).*

*NOTE 3: A traveler assigned at Avon Park Air Force Range (AFR), Florida lives in the Avon Park area during the week at a location approximately fifteen miles from the PDS and commutes to and from the family residence near Orlando, Florida, approximately 100 miles from the AFR, on weekends. The traveler had to attend a meeting near Orlando at 8 a.m. on Wednesday, 23 February. The meeting location was approximately twelve miles from the family residence. The meeting was to run until Friday, 25 February. The traveler began TDY travel to the Orlando area on the evening of Tuesday, 22 February. GSBICA ruled that the traveler should be authorized travel expenses both to and from the TDY location and M&IE even though the traveler lodged at the family residence in the TDY area. GSBICA also indicated that for the first and last days of the TDY, 22 and 25 February (unless the traveler was authorized to return on the 26th) the traveler is authorized 75% of the applicable M&IE rate for each day. M&IE for the days between the first and last days is authorized at the full rate. Adopted from GSBICA 16652-TRAV, 26 August 2005 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA16652.PDF>).*

4. Lodging in Non-conventional Facilities. The cost of non-conventional commercial lodging facilities is allowed. These facilities include college dormitories or similar facilities and rooms generally not offered commercially that are made available to the public by area residents in their homes. In these cases, a traveler must provide a written explanation of the circumstances that is acceptable to the DOD component.

C. Lodging Obtained after Midnight. Although per diem ordinarily is based on an employee's TDY location at midnight, there are instances in which an employee is en route and does not arrive at a lodging location (either TDY

## APPENDIX O

### TEMPORARY DUTY (TDY) TRAVEL ALLOWANCES

<u>Paragraph</u>	<u>Contents</u>
T4000	INTRODUCTION
T4005	APPROPRIATE ACTION FOR FAILURE TO FOLLOW JFTR/JTR REGULATIONS
T4010	REIMBURSEMENT RATE
T4020	TDY TRAVEL POLICY A. Criteria for TDY Travel B. Traveler Rights and Responsibilities
T4025	ARRANGING OFFICIAL TRAVEL A. CTO Use B. Requirements C. Foreign Ship or Aircraft Transportation D. Transportation Reimbursement
T4030	GETTING THERE AND BACK (TRANSPORTATION ALLOWANCES) A. Type of Travel B. Commercial Transportation C. Special Conveyances (Includes Aircraft) <u>Reimbursement</u> D. Government Transportation E. Private Vehicle F. Rest Stops G. Insurance Coverage in Foreign Areas H. Allowable Travel Days I. Authorized Trips Home during Extended Business or Training TDY J. Voluntary Return Home during Intervening Weekend/Holidays
T4040	LIVING EXPENSES (PER DIEM) A. Lodging Overnight Required -Business Travel Standards B. Lodging Overnight Required - Schoolhouse Training Standards C. Lodging Overnight Required - Standards for Deployment, Personnel Traveling Together with No/Limited Reimbursement, and TDY Aboard Ships D. Lodging Overnight Not Required E. Miscellaneous Expenses F. Reimbursement for Travel Expenses at the TDY Location



\*K. Constructed Cost. Constructed transportation costs are based on the non-capacity controlled city-pair airfare, not the capacity-controlled city-pair airfare, if both are available. If a city-pair airfare is not available between origin and destination, the constructed transportation cost is limited by the policy-constructed airfare (see Appendix A) (except as limited by JFTR, par. U3125-B1f/JTR, par. C2204-B1f). City-pair airfare transportation is presumed available if there is a city-pair airfare between the origin and destination points, regardless of whether or not space would actually have been available had the traveler used air transportation for the official travel.

#### T4040 LIVING EXPENSES (PER DIEM)

The "Lodging Plus" method is used to reimburse TDY living expenses. Travelers are paid the actual cost of lodging up to a limit, plus a set amount for M&IE. Rates for lodging and M&IE vary by location, but should be sufficient for a comfortable, safe trip. Travelers also can be reimbursed for other necessary travel-related expenses if the AO approves them as appropriate to the mission.

##### A. Lodging Overnight Required - Business Travel Standards

###### 1. Sleeping

a. The CTO makes lodging reservations and reflects the estimate of their cost (including taxes) on the Trip Record.

b. Uniformed Member – A member ordered to a U.S. Installation (as opposed to a geographic location like a town or city) is required to check the Government quarters availability (e.g., through the CTOs/TMCs) at the U.S. Installation to which assigned TDY. The AO may direct adequate available Government quarters use for a uniformed member on a U.S. Installation only if the uniformed member is TDY to that U.S. installation. The commander responsible for the quarters determines their adequacy based on DOD and Service directives. Only adequate quarters are to be offered through the reservation system. Availability/non-availability must be documented as indicated in par. U1045-C. A member should use adequate available Government quarters on the U.S. Installation at which assigned TDY; *however, when adequate Government quarters are available on the U.S. Installation to which a member is assigned TDY and the member uses other lodgings as a personal choice, lodging reimbursement is limited to the Government quarters cost on the U.S. Installation to which assigned TDY (44 Comp. Gen. 626 (1965)). Per diem cannot be limited based on the presence of 'nearby' Government quarters (i.e., not on the U.S. Installation to which the member is assigned TDY but on another 'nearby' U.S. Installation or other uniformed facility). The documentation of non-availability indicated in par. U1045-C is required only for Government lodging 'AT' the U.S. Installation at which the member is assigned TDY.*

c. Civilian Employees

*(1) Employees may not be ordered/required to use Government quarters, nor may the lodging reimbursement simply be limited to the Government quarters cost. In compliance with the requirement to exercise prudence when incurring expenses, employees should check for Government quarters availability (e.g., through their CTOs), and are encouraged to use those quarters when TDY to a U.S. Installation. However, if Government quarters are available on that installation for an employee TDY to a U.S. Installation, the proper authority under par. C4550-C may prescribe a reduced per diem rate based on the Government quarters cost. Reduced per diem rates can only be established before travel begins.*

(2) The head of a DOD component (see Appendix A) concerned may authorize zero per diem or per diem rates in lesser amounts than those prescribed in <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html> the circumstances of the travel or duty to be performed so warrant and are peculiar to that particular DOD component. This authority may be delegated to a chief of an appropriate bureau or staff agency of the headquarters of the DOD component concerned or to a commander/head of DON activity, and may not be re-delegated. In the absence of a reduced or no per diem authorization on the travel order before travel begins (or part of an order amendment covering a prospective period after the order modification), travel orders, modified after the fact, prescribing per diem rates different from those prescribed in <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html> are without effect. The locality rates in <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html> are used. Reduced per diem rates should incorporate amounts for laundry/dry-cleaning/pressing of clothes if the travel is OCONUS or for less than 4 days in CONUS. See *NOTE 1* (applicable to civilian employees) following par. T4040-A3 for an explanation concerning separate reimbursement for laundry/dry cleaning/pressing of clothing.

d. Commercial lodging reimbursement is based on the single occupant rate, up to the maximum of the TDY site or stopover location. If the CTO can find only lodgings that cost more than the published maximum rate, the AO may authorize the higher amount such that the actual lodging cost and the per diem M&IE does not exceed 300 percent of the published rate (lodging plus M&IE). For example, a member is TDY to a location with a maximum per diem of \$110 (\$76 for lodging and \$34 M&IE). The AO could authorize up to \$296 for lodging ( $300\% \times \$110 = \$330 - \$34 = \$296$ ). These rates must be placed on the Trip Record. Under special or unusual circumstances a uniformed member may require more than 300% for lodging OCONUS. Rates in excess of 300% may be authorized *only in advance* by PDTATAC or the Secretary concerned and for *only a uniformed member* (see JFTR, par. U4250). The traveler is financially responsible for anything charged beyond the basic room fee and taxes. Travelers are to keep all lodging receipts. *An AEA may not be authorized for meals and incidental expenses.*

*NOTE 1: The maximum amount allowed for lodging in the United States and non-foreign OCONUS areas (see <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html>) does not include an amount for lodging taxes. Taxes on lodging in the United States and non-foreign OCONUS areas are separately reimbursable travel expenses except when MALT PLUS per diem for POC travel is paid to a uniformed member.*

*NOTE 2: The maximum amount allowed for lodging in foreign countries (see <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html>) includes an amount for lodging taxes. Taxes on lodging in foreign countries are not separately reimbursable.*

Effective 19 July 2006

\*e. Lodging with Friends or Relatives

(1) Applicable to a Uniformed Service Member. *Reimbursement of lodging cost when staying with friends or relatives is not authorized.*

(2) Applicable to Civilian Employees. When a traveler lodges with friend(s) or relative(s) (with or without charges) the traveler may be reimbursed for additional costs the host incurs in accommodating the traveler (as a lodging expense) only if the traveler is able to substantiate the costs and the AO determines the costs to be reasonable. *The traveler may not be reimbursed the cost of comparable*

conventional lodging in the area or a flat "token" amount. See GSBICA 16836-RELO, 5 June 2006 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA16836.PDF>) A traveler who lodges with friends or relatives is authorized an allowance for meals and incidental expenses at the M&IE rate prescribed for the TDY location.

*NOTE 1: If the friend or relative is in the business of renting on a regular basis the quarters involved – for example, if that individual is operating a hotel or apartment house – the "friends or relatives" provision does not apply. See GSBICA 14398-TRAV, 24 Feb 1998 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA14398.txt>).*

*NOTE 2: Shortly after being transferred to a new PDS, an employee was sent TDY to the old PDS where the employee stayed at the former residence which was not yet sold. GSBICA ruled that the employee was not authorized reimbursement for lodging at the former residence. See GSBICA 15600-TRAV, 7 March 2002. (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA15600.PDF>).*

*NOTE 3: A traveler assigned at Avon Park Air Force Range (AFR), Florida lives in the Avon Park area during the week at a location approximately fifteen miles from the PDS and commutes to and from the family residence near Orlando, Florida, approximately 100 miles from the AFR, on weekends. The traveler had to attend a meeting near Orlando at 8 a.m. on Wednesday, 23 February. The meeting location was approximately twelve miles from the family residence. The meeting was to run until Friday, 25 February. The traveler began TDY travel to the Orlando area on the evening of Tuesday, 22 February. GSBICA ruled that the traveler should be authorized travel expenses both to and from the TDY location and M&IE even though the traveler lodged at the family residence in the TDY area. GSBICA also indicated that for the first and last days of the TDY, 22 and 25 February (unless the traveler was authorized to return on the 26th) the traveler is authorized 75% of the applicable M&IE rate for each day. M&IE for the days between the first and last days is authorized at the full rate. Adopted from GSBICA 16652-TRAV, 26 August 2005 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA16652.PDF>).*

*Effective 6 February 2006*

f. If the traveler is on TDY at one location for more than 30 days, lodging reservations should be made on a weekly, monthly, or other long-term basis if possible. When longer-term lodging is used, the allowable lodging cost includes the rent; charges for furniture rental (as long as an option to buy is not exercised); utilities connections, use and disconnection fees; cleaning fees; telephone monthly use fees, but not toll charges; and other services ordinarily provided by a hotel. The CTO should be used to make these arrangements unless the CTO does not provide this service.

(1) If a recreational vehicle (RV) is used for lodging, additional fees that are part of the lodging cost are the charge for the RV parking space, dumping and shower fees, special user fees (for example, cable TV charges) if normally included in the price of hotel rooms in the area, and plug-in fees. Expenses that do not accrue on a daily basis (such as dumping fees) may be averaged over the number of days the traveler is authorized per diem.

(2) A traveler may purchase and occupy a residence at a TDY location. Allowable expenses are the monthly:

- (a) Mortgage interest;
- (b) Property tax; and
- (c) Utility costs actually incurred (does not include any installation and hook-up charges), e.g., electricity, natural gas, water, fuel oil, sewer charges.



VOLUME 2  
JOINT TRAVEL REGULATIONS  
CHANGE 500

Alexandria, VA

1 June 2007

These regulation changes are issued for all Department of Defense civilian employees. New or revised material is indicated by a star and is effective 1 June unless otherwise indicated.

J. P. MCLAURIN  
Deputy Assistant Secretary of  
the Army (MPP)

LYNDA DAVIS  
Deputy Assistant Secretary  
of the Navy (Military Personnel Programs)

CHARLENE M. BRADLEY  
Assistant Deputy Secretary of the Air Force  
for Force Management and Integration

This change includes all material written in CAP Items 01-07(E); 02-07(E); 04-07(E); 08-07(E) through 11-07(E); 15-07(E); 25-07(I); 28-07(I); 29-07(I); 31-07(I) through 33-07(I); 36-07(I) and 38-07(I). Insert the attached pages and remove the corresponding pages. Remove pages C4A-3 through C4A-21. Also delete pages C14-3 through C14-25; C15A-1; C15B-1 through C15B-3 and C15C-1. This cover page replaces the Change 499 cover page.

BRIEF OF REVISION

These are among the major changes made by Change 500:

C1320; T4050. Appendix S. Establishes FEML for Algiers, Algeria with a relief destination of Frankfurt, Germany, effective 5 March 2007. Recertification date is 28 February 2009.

C5085; C5090. Changes the separation rules to incorporate GSBGA 16328-RELO, 12 April 2004 as it affects SES employees.

C5216. Removes language regarding nonuse of city-pair airfares to or from a port/VPC to deliver/pickup a POV from par. C5216-C3a, Per Diem Not Allowed and add to par. C5216-C3c, Transportation Reimbursement.

Appendix A1. Revises wording in the definition of GOVERNMENT QUARTERS, (JTR) to clarify that privatized housing is *not* Government quarters.

Appendix E, Part I. Re-inserts language previously removed from par. A2f of Appendix E, Part I.

Appendix G, Part I, NOTE. Clarifies that there is no authority to reimburse a traveler for the optional Global Positioning System (GPS) for a rental car.

Appendix H, Part III, Section A. Adds a business-class air accommodation code for business-class travel for personnel in the employ of a foreign Government traveling in the U.S. Government's interest when a foreign country's regulations, a memorandum of understanding, a memorandum of agreement, and/or a status of forces agreement require that the foreign government's employees travel via premium-class travel.

Appendix O. Corrects paragraph references in Appendix O, par. T4060-B2, text and NOTE 3.

Appendix U. Adds Somalia and Syria as an R&R location with an authorized destination of an airport closest to the leave point, effective 30 January 2007, and a recertification date of 31 January 2009.

Chapter 2, Part H. Rewrites, reorganizes, simplifies, and updates the JTR specific to local travel.

Chapter 5, Part C. Rewrites, reorganizes, and relocates to Chapter 5, all Dependent Allowances for Transportation regulations.

Chapter 5, Part J: C7003. Rewrites, reorganizes, and relocates to Chapter 5, all Dependent Early Return regulations. Revises par. C7003.

Chapter 5, Part L. Rewrites, reorganizes, and relocates to Chapter 5, all Service Agreement regulations.

Chapter 5, Part P. Rewrites, reorganizes, and relocates to Chapter 5, all Real Estate Transactions and Unexpired Lease Expense Allowances regulations.

Chapter 5, Part Q. Rewrites, reorganizes, and relocates to Chapter 5, all Relocations Service Companies regulations.

***NOTE:** If all three meals are deductible and provided/consumed at no cost to the traveler only the incidental expenses for that day (\$3 in CONUS; or the locality incidental expenses (see <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html>) or \$3.50 OCONUS) are payable.*

C. Absence of Commercial OCONUS Establishments that Prepare and Serve Meals. When:

1. Government quarters are available or Government contractor's lodging facilities are used at an OCONUS location; and
2. The AO determines that no commercial establishments prepare and serve food either at or within a reasonable distance from the TDY station

per diem for full days should be based on the normal costs for food in whatever facilities are available and normally used by a traveler at that place. The AO must determine and state in the travel authorization, the applicable per diem rate. In determining the rate payable, the traveler is allowed a rate equal to the normal cost of food and lodgings in the available facilities plus \$3.50 for incidental expenses or the incidental rate in <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html>, when the AO determines \$3.50 to be inadequate for anticipated expenses. The sum of these items is rounded to the next higher dollar.

D. TDY Performed in Support of Military Units on Field Duty. No per diem is payable to a civilian employee under a civilian travel authorization who, as part of assigned duties, accompanies military units on field duty, or provides noncombatant support to military units. See Appendix A for the definition of field duty. The per diem payment prohibition applies when both Government mess, including field rations (even though the employee is assessed a charge for that meal(s)) and Government-provided billeting are available (non-transient barracks or tents). An employee on field duty is required to pay the discounted meal rate for any meal(s) consumed in a Government mess (including field rations). Reimbursement is authorized for any charges incurred for meals or for any cost of quarters necessarily procured during the TDY assignment.

*Effective 22 December 2005*

E. Meals Provided by a Common Carrier or Complimentary Meals Provided by a Lodging Establishment. Meals provided by a common carrier do not affect per diem. Complimentary meals provided by a lodging establishment do not affect per diem as long as the room charge is the same with or without meals. See pars. C4554-B5 and C4554-B6 when a charge for meals is added to the lodging cost.

## C4555 RULES CONCERNING LODGING AND LODGING COST

A. Lodging Location Rules

***NOTE:** In CONUS, per diem locations are defined ordinarily by counties, not just cities.*

1. Lodging at a TDY Location. Ordinarily an employee should lodge at the TDY location. If an employee obtains lodging outside the area covered by the TDY location per diem rate because of personal preference or convenience, the allowable per diem is limited to the maximum per diem rate prescribed for the TDY location.
2. Lodging Not Available at a TDY Location. If lodgings are not available at a TDY location and must be obtained in an adjacent locality where the prescribed maximum per diem rate is higher, a DOD component may, on an individual case basis, authorize/approve the higher maximum per diem rate. If the higher maximum rate is not justified and authorized in advance, an employee must furnish a written statement with the travel voucher satisfactorily explaining the circumstances.

\*B. Allowable Lodging Expenses. An official traveler is reimbursed for actual lodging costs up to the maximum amount prescribed in <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html> for the TDY locality. Expenses are allowed, as indicated, for lodging in the situations described in pars. C4555-B1, C4551-B2, C4551-B3, and C4555-B4.

1. Conventional Lodging. When an employee uses conventional commercial lodging facilities (hotels, motels, boarding houses, etc.), the allowable lodging expense is based on the single room rate for the lodging used (for double occupancy, see par. C4555-II). See par. C4555-G for computing the daily lodging expense when lodging is rented on a weekly or monthly basis.

2. Government Quarters. A fee or service charge paid for Government quarters use is an allowable lodging expense.

3. Lodging with Friends or Relatives (FTR §301-11-12 (c)). *Reimbursement of lodging cost is not ordinarily authorized when staying with friends or relatives.* When an official traveler lodges with friend(s) or relative(s) - with or without charges - the official traveler may be reimbursed for additional lodging costs the host incurs in accommodating the traveler provided the traveler can substantiate the costs and the AO determines the costs are reasonable. *The Service/Agency cannot direct the official traveler to lodge with friends or relatives.*

The lodging reimbursement examples below apply for official travel including as an attendant/escort, evacuation, extended TDY, limited evacuation and other circumstances in which the official traveler has the option to stay with friends or relatives. The official traveler is not reimbursed the cost of comparable conventional lodging in the area or a flat 'flat' token amount.

Example 1: A civilian employee (extended TDY) and a member (short-term TDY), each traveling under an official TDY travel authorization/order to Location A, reside together with family members who live at/near Location A during the TDY. They commute daily to the TDY location. The DOD civilian employee's lodging cost may be reimbursed for substantiated lodging cost (above the cost the host ordinarily incurs) if the additional costs are substantiated and determined to be reasonable by the AO, but the member is not authorized lodging reimbursement. See JFTR, par. U4129-E.

Example 2: A DOD civilian employee is TDY (training) to Location A and stays in commercial lodging. A family member later joins the employee at personal expense. The traveler is authorized up to the single room rate and room taxes if applicable. See pars. C4430, C4530-D and C4552-I if the civilian employee's TDY duration exceeds 30 days.

The traveler must be counseled on required document substantiation and responsibility to support lodging cost reimbursement when staying with friend(s) and family.

*NOTE 1: If the friend or relative is in the business of renting on a regular basis the quarters involved - for example, if that individual is operating a hotel or apartment house - the "friends or relatives" provision does not apply. See GSBICA 14398-TRAV, 24 Feb 1998 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA14398.txt>).*

*NOTE 2: Shortly after being transferred to a new PDS, an employee was sent TDY to the old PDS where the employee stayed at the former residence which was not yet sold. GSBICA ruled that the employee was not authorized reimbursement for lodging at the former residence. See GSBICA 15600-TRAV, 7 March 2002. (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA15600.PDF>).*



***NOTE 3:** A traveler assigned at Avon Park Air Force Range (AFR), Florida lives in the Avon Park area during the week at a location approximately fifteen miles from the PDS and commutes to and from the family residence near Orlando, Florida, approximately 100 miles from the AFR, on weekends. The traveler had to attend a meeting near Orlando at 8 a.m. on Wednesday, 23 February. The meeting location was approximately twelve miles from the family residence. The meeting was to run until Friday, 25 February. The traveler began TDY travel to the Orlando area on the evening of Tuesday, 22 February. GSBICA ruled that the traveler should be authorized travel expenses both to and from the TDY location and M&IE even though the traveler lodged at the family residence in the TDY area. GSBICA also indicated that for the first and last days of the TDY, 22 and 25 February (unless the traveler was authorized to return on the 26th) the traveler is authorized 75% of the applicable M&IE rate for each day. M&IE for the days between the first and last days is authorized at the full rate. Adopted from GSBICA 16652-TRAV, 26 August 2005 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA16652.PDF>).*

4. Lodging in Non-conventional Facilities. The cost of non-conventional commercial lodging facilities is allowed. These facilities include college dormitories or similar facilities and rooms generally not offered commercially that are made available to the public by area residents in their homes. In these cases, a traveler must provide a written explanation of the circumstances that is acceptable to the DOD component.

C. Lodging Obtained after Midnight. Although per diem ordinarily is based on an employee's TDY location at midnight, there are instances in which an employee is en route and does not arrive at a lodging location (either TDY location or en route stopover point) until after midnight. In these cases, the lodging expense must be claimed for the preceding calendar day and the applicable maximum per diem for the preceding day is determined as if the employee had been at the lodging location at 2400 midnight of that day.

*Effective 20 September 2004*

\*D. Allowable Expenses when an Apartment, House, or Recreational Vehicle Is Rented or Used for Quarters. When an employee on TDY rents a furnished/unfurnished apartment, house or recreational vehicle (includes a mobile home, camper, camping trailer, or a self-propelled mobile recreational vehicle) for use as quarters, per diem is computed IAW the provisions of par. C4553 and par. C4559 when a recreational vehicle is used for lodging. Allowable lodging are (50 Comp. Gen. 647 (1971) and 52 id. 730 (1973)):

1. Rent of the apartment, house, or recreational vehicle (see par. C4559-B);
2. Rental of a parking space for the recreational vehicle;

*Effective 23 August 2005*

3. Rent of appropriate and necessary furniture, such as a stove, refrigerator, chairs, tables, beds, sofas, television, and a vacuum cleaner;

***NOTE:** Some rental agreements (i.e., furniture rental agreements) include options-to-buy clauses that result in the renter owning the rented item (i.e., furniture) at the end of the contract term. A traveler may be reimbursed for the cost of such a rental agreement (i.e., cost of furniture rental as part of the lodging cost) while on TDY if the traveler has no other choice but to enter into such an agreement. However, if the traveler exercises the purchase option, the amount that is being credited toward the purchase must be returned to the Government by the traveler if paid to the traveler as part of the travel claim settlement (B-259520, 7 December 1995).*

4. Connection, use, and disconnection costs of utilities including electricity, natural gas, water, fuel oil, and sewer charges;
5. Dumping fees;

## APPENDIX O

### TEMPORARY DUTY (TDY) TRAVEL ALLOWANCES

<u>Paragraph</u>	<u>Contents</u>
T4000	INTRODUCTION
T4005	APPROPRIATE ACTION FOR FAILURE TO FOLLOW JFTR/JTR REGULATIONS
T4010	REIMBURSEMENT RATE
T4020	TDY TRAVEL POLICY A. Criteria for TDY Travel B. Traveler Rights and Responsibilities
T4025	ARRANGING OFFICIAL TRAVEL A. CTO Use B. Requirements C. Foreign Ship or Aircraft Transportation D. Transportation Reimbursement
T4030	GETTING THERE AND BACK (TRANSPORTATION ALLOWANCES) A. Type of Travel B. Commercial Transportation C. Special Conveyances,(Includes Aircraft) <u>Reimbursement</u> D. Government Transportation E. Private Vehicle F. Rest Stops G. Insurance Coverage in Foreign Areas H. Allowable Travel Days I. Authorized Trips Home during Extended Business or Training TDY J. Voluntary Return Home during Intervening Weekend/Holidays
T4040	LIVING EXPENSES (PER DIEM) A. Lodging Overnight Required -Business Travel Standards B. Lodging Overnight Required - Schoolhouse Training Standards C. Lodging Overnight Required - Standards for Deployment, Personnel Traveling Together with No/Limited Reimbursement, and TDY Aboard Ships D. Lodging Overnight Not Required E. Miscellaneous Expenses F. Reimbursement for Travel Expenses at the TDY Location

\*K. Constructed Cost. Constructed transportation costs are based on the non-capacity controlled city-pair airfare, not the capacity-controlled city-pair airfare, if both are available. If a city-pair airfare is not available between origin and destination, the constructed transportation cost is limited by the policy-constructed airfare (see Appendix A) (except as limited by JFTR, par. U3125-B1f/JTR, par. C2204-B1f). City-pair airfare transportation is presumed available if there is a city-pair airfare between the origin and destination points, regardless of whether or not space would actually have been available had the traveler used air transportation for the official travel.

#### T4040 LIVING EXPENSES (PER DIEM)

The "Lodging Plus" method is used to reimburse TDY living expenses. Travelers are paid the actual cost of lodging up to a limit, plus a set amount for M&IE. Rates for lodging and M&IE vary by location, but should be sufficient for a comfortable, safe trip. Travelers also can be reimbursed for other necessary travel-related expenses if the AO approves them as appropriate to the mission.

##### A. Lodging Overnight Required - Business Travel Standards

###### 1. Sleeping

a. The CTO makes lodging reservations and reflects the estimate of their cost (including taxes) on the Trip Record.

b. Uniformed Member – A member ordered to a U.S. Installation (as opposed to a geographic location like a town or city) is required to check the Government quarters availability (e.g., through the CTOs/TMCs) at the U.S. Installation to which assigned TDY. The AO may direct adequate available Government quarters use for a uniformed member on a U.S. Installation only if the uniformed member is TDY to that U.S. installation. The commander responsible for the quarters determines their adequacy based on DOD and Service directives. Only adequate quarters are to be offered through the reservation system. Availability/non-availability must be documented as indicated in par. U1045-C. A member should use adequate available Government quarters on the U.S. Installation at which assigned TDY; *however, when adequate Government quarters are available on the U.S. Installation to which a member is assigned TDY and the member uses other lodgings as a personal choice, lodging reimbursement is limited to the Government quarters cost on the U.S. Installation to which assigned TDY (44 Comp. Gen. 626 (1965)). Per diem cannot be limited based on the presence of 'nearby' Government quarters (i.e., not on the U.S. Installation to which the member is assigned TDY but on another 'nearby' U.S. Installation or other uniformed facility). The documentation of non-availability indicated in par. U1045-C is required only for Government lodging 'AT' the U.S. Installation at which the member is assigned TDY.*

c. Civilian Employees

(1) *Employees may not be ordered/required to use Government quarters, nor may the lodging reimbursement simply be limited to the Government quarters cost. In compliance with the requirement to exercise prudence when incurring expenses, employees should check for Government quarters availability (e.g., through their CTOs), and are encouraged to use those quarters when TDY to a U.S. Installation. However, if Government quarters are available on that installation for an employee TDY to a U.S. Installation, the proper authority under par. C4550-C may prescribe a reduced per diem rate based on the Government quarters cost. Reduced per diem rates can only be established before travel begins.*

(2) The head of a DOD component (see Appendix A) concerned may authorize zero per diem or per diem rates in lesser amounts than those prescribed in <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html> the circumstances of the travel or duty to be performed so warrant and are peculiar to that particular DOD component. This authority may be delegated to a chief of an appropriate bureau or staff agency of the headquarters of the DOD component concerned or to a commander/head of DON activity, and may not be re-delegated. In the absence of a reduced or no per diem authorization on the travel order before travel begins (or part of an order amendment covering a prospective period after the order modification), travel orders, modified after the fact, prescribing per diem rates different from those prescribed in <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html> are without effect. The locality rates in <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html> are used. Reduced per diem rates should incorporate amounts for laundry/dry-cleaning/pressing of clothes if the travel is OCONUS or for less than 4 days in CONUS. See *NOTE 1* (applicable to civilian employees) following par. T4040-A3 for an explanation concerning separate reimbursement for laundry/dry cleaning/pressing of clothing.

d. Commercial lodging reimbursement is based on the single occupant rate, up to the maximum of the TDY site or stopover location. If the CTO can find only lodgings that cost more than the published maximum rate, the AO may authorize the higher amount such that the actual lodging cost and the per diem M&IE does not exceed 300 percent of the published rate (lodging plus M&IE). For example, a member is TDY to a location with a maximum per diem of \$110 (\$76 for lodging and \$34 M&IE). The AO could authorize up to \$296 for lodging ( $300\% \times \$110 = \$330 - \$34 = \$296$ ). These rates must be placed on the Trip Record. Under special or unusual circumstances a uniformed member may require more than 300% for lodging OCONUS. Rates in excess of 300% may be authorized *only in advance* by PDTATAC or the Secretary concerned and for *only a uniformed member* (see JFTR, par. U4250). The traveler is financially responsible for anything charged beyond the basic room fee and taxes. Travelers are to keep all lodging receipts. *An AEA may not be authorized for meals and incidental expenses.*

*NOTE 1: The maximum amount allowed for lodging in the United States and non-foreign OCONUS areas (see <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html>) does not include an amount for lodging taxes. Taxes on lodging in the United States and non-foreign OCONUS areas are separately reimbursable travel expenses except when MALT PLUS per diem for POC travel is paid to a uniformed member.*

*NOTE 2: The maximum amount allowed for lodging in foreign countries (see <https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html>) includes an amount for lodging taxes. Taxes on lodging in foreign countries are not separately reimbursable.*

*Effective 19 July 2006*

\*e. Lodging with Friends or Relatives

(1) Applicable to a Uniformed Service Member. *Reimbursement of lodging cost when staying with friends or relatives is not authorized.*

(2) Applicable to Civilian Employees. When a traveler lodges with friend(s) or relative(s) (with or without charges) the traveler may be reimbursed for additional costs the host incurs in accommodating the traveler (as a lodging expense) only if the traveler is able to substantiate the costs and the AO determines the costs to be reasonable. *The traveler may not be reimbursed the cost of comparable*

*conventional lodging in the area or a flat "token" amount. See GSBICA 16836-RELO, 5 June 2006 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA16836.PDF>) A traveler who lodges with friends or relatives is authorized an allowance for meals and incidental expenses at the M&IE rate prescribed for the TDY location.*

*NOTE 1: If the friend or relative is in the business of renting on a regular basis the quarters involved – for example, if that individual is operating a hotel or apartment house – the "friends or relatives" provision does not apply. See GSBICA 14398-TRAV, 24 Feb 1998 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA14398.txt>).*

*NOTE 2: Shortly after being transferred to a new PDS, an employee was sent TDY to the old PDS where the employee stayed at the former residence which was not yet sold. GSBICA ruled that the employee was not authorized reimbursement for lodging at the former residence. See GSBICA 15600-TRAV, 7 March 2002. (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA15600.PDF>).*

*NOTE 3: A traveler assigned at Avon Park Air Force Range (AFR), Florida lives in the Avon Park area during the week at a location approximately fifteen miles from the PDS and commutes to and from the family residence near Orlando, Florida, approximately 100 miles from the AFR, on weekends. The traveler had to attend a meeting near Orlando at 8 a.m. on Wednesday, 23 February. The meeting location was approximately twelve miles from the family residence. The meeting was to run until Friday, 25 February. The traveler began TDY travel to the Orlando area on the evening of Tuesday, 22 February. GSBICA ruled that the traveler should be authorized travel expenses both to and from the TDY location and M&IE even though the traveler lodged at the family residence in the TDY area. GSBICA also indicated that for the first and last days of the TDY, 22 and 25 February (unless the traveler was authorized to return on the 26th) the traveler is authorized 75% of the applicable M&IE rate for each day. M&IE for the days between the first and last days is authorized at the full rate. Adopted from GSBICA 16652-TRAV, 26 August 2005 (This decision is available at: <http://141.116.74.201/regs/comp-gen-dec/GSBICA16652.PDF>).*

*Effective 6 February 2006*

f. If the traveler is on TDY at one location for more than 30 days, lodging reservations should be made on a weekly, monthly, or other long-term basis if possible. When longer-term lodging is used, the allowable lodging cost includes the rent; charges for furniture rental (as long as an option to buy is not exercised); utilities connections, use and disconnection fees; cleaning fees; telephone monthly use fees, but not toll charges; and other services ordinarily provided by a hotel. The CTO should be used to make these arrangements unless the CTO does not provide this service.

(1) If a recreational vehicle (RV) is used for lodging, additional fees that are part of the lodging cost are the charge for the RV parking space, dumping and shower fees, special user fees (for example, cable TV charges) if normally included in the price of hotel rooms in the area, and plug-in fees. Expenses that do not accrue on a daily basis (such as dumping fees) may be averaged over the number of days the traveler is authorized per diem.

(2) A traveler may purchase and occupy a residence at a TDY location. Allowable expenses are the monthly:

- (a) Mortgage interest;
- (b) Property tax; and
- (c) Utility costs actually incurred (does not include any installation and hook-up charges), e.g., electricity, natural gas, water, fuel oil, sewer charges.



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS  
FINANCE CENTER  
5722 INTEGRITY DRIVE  
MILLINGTON, TENNESSEE 38054-5005

September 11, 2009

Accounts Receivable/Debt Management Division

[REDACTED]  
LOUISVILLE KY 40299

Dear Mr. [REDACTED]

As a result of a Command investigation, it has been determined that a travel overpayment was made to you in the amount of \$23,265.00 (please see enclosed bill #21001021). Please pay this debt within 30 calendar days in accordance with the following instructions under the provisions of the DoD Financial Management Regulation (DoDFMR) 7000.14-R, Volume 8 and the Debt Collection Act of 1982:

- Payment may be made by check, money order or credit card payable to the Finance & Accounting Officer. Please annotate the bill number on your check to ensure prompt and accurate recording of your payment. Send payments to: USACE Finance Center, 5722 Integrity Drive, Millington, TN 38054-5005.
- Payment may be made by credit card accepted by mail, telephone, fax, or email using the attached credit card form.

Your prompt attention to this bill will be greatly appreciated since interest, computed at the Treasury tax and loan rate, will be assessed from the date of this letter on any part of the debt not paid within 30 days. Also, a \$15.00 administrative charge to cover the cost of processing a delinquent debt will be assessed. In addition, a penalty charge of 6 percent per annum will be assessed on any portion of the debt that is delinquent for more than 90 days.

If you are financially unable to pay the full amount in one payment, you may establish a written agreement for repayment of this debt by installment deductions from your pay. Please contact Accounts Receivable/Debt Management Division point of contact (POC) within 30 days if you wish to request this method of repayment. If you do not repay this debt in full or if you do not establish a repayment agreement within 30 days, it will be collected involuntarily from your pay. Involuntary collections can be deducted from amounts due the employee in accordance with controlling debt collection regulations to include, but not limited to, final salary and allowances, lump-sum leave payments and the employee's retirement account.

If you have any questions about the nature of this debt, please contact [REDACTED] by calling 901-874-8459 for an explanation. If you do not agree with the explanation, you have the

X

right to appeal to the Civilian Board of Contract Appeals (CBCA). Procedures for filing an appeal with the CBCA can be found at [www.cbca.gsa.gov](http://www.cbca.gsa.gov).

If you acknowledge the validity of the debt, but believe that you should not be required to repay this debt, you may submit a request for waiver application of the indebtedness. If you wish to request a waiver, please contact the Accounts Receivable/Debt Management Division POC for the proper form. Requesting a waiver is not an alternative to making arrangements to repay the debt (plus any accrued interest, administrative costs, and penalties). Therefore, even if you elect to submit a waiver request, you must either pay the debt in full or arrange for installment payments. Any amount collected that is later waived will be refunded to you.

In accordance with Volume 9, Chapter 8 of the DoDFMR, Paragraph 080704, if you are covered by a collective bargaining agreement you must use the grievance procedure outlined in the agreement unless travel claims are explicitly excluded from the negotiated grievance procedure under that collective bargaining agreement.

If we can be of further assistance, please contact [REDACTED] Accounts Receivable/Debt Management Division, at [REDACTED]

Sincerely,

[REDACTED]  
Deputy Director, Finance  
USACE Finance Center

Enclosures



Credit Card Remittance Form (please complete all blocks)

**USACE Bill Information:**

Name: \_\_\_\_\_

District: \_\_\_\_\_

Bill No: \_\_\_\_\_

Amount: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Credit Card Information:**

Credit Card Type (circle): VISA MasterCard American Express Discover Card

Credit Card No: \_\_\_\_\_

3 Digit Code: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Amount of charge: \_\_\_\_\_

Signature of cardholder: \_\_\_\_\_

**Mail/fax/phone/email credit card information to: Ms. [REDACTED]**

Email: [REDACTED]@usace.army.mil

Fax: 901-874-8572

Phone: [REDACTED] (Monday through Friday 8:00 am to 4:00 pm CST)

Mail: USACE Finance Center  
Attn: CEFC-FD-O, Lisa Morgan  
5722 Integrity Drive  
Millington, TN 38054-5005

Statement Of Account

From: USACE FINANCE CENTER  
 LOUISVILLE DISTRICT H2  
 5722 INTEGRITY DRIVE  
 MILLINGTON TN 38054-5005

Phone: 901 874 7803

Account Number: 105348H2,VARIOUS

Bill Number: 21001021

Billing Date: 11-Sep-2009

Make check to:  
 Finance & Accounting Officer, USACE, LOUISVILLE DISTRICT

Date Due: 11-Oct-2009

To: 

Date Printed: 11-Sep-2009 14:23

LOUISVILLE KY 40299

OD MISCELLANEOUS DEBT NOTICE

Bill Desc: FALSIFIED LODGING RECEITPS SUBMITTED FOR TDY REIMBURSEMENT FROM 24 SEP 01 THRU 20 AUG 08

Date	Description of Current Charges	Amount
07-Aug-2009	Collection Type: MISCELLANEOUS Remittance Type: DEPOSIT FUND Accounting Classification: 96 NA X 6501.0000 08 2437 C 96152 930 NA US	\$23,265.00

Payment of this bill is due and payable upon receipt. In accordance with the Debt Collection Act of 1982, payment not received on or before 11-Oct-2009 will be assessed an interest charge at the rate of 3.00% per annum, computed from the date of this bill. In addition, a one-time \$15 administrative (handling) fee is charged on all delinquent accounts. An additional 6% per annum penalty is also assessed on accounts over 90 days delinquent. The initial penalty is computed retroactive to the due date of the bill and will be assessed if payment is not received on or before 10-Jan-2010.

Balance Forward	Current Charges	Taxes	Interest	Penalty	Admin Fee	Pay This Amount
\$0.00	\$23,265.00		\$0.00	\$0.00	\$0.00	\$23,265.00



[REDACTED] Ms CIV USA OGC

---

From: [REDACTED] [REDACTED]@usace.army.mil]  
Sent: Wednesday, October 21, 2009 6:56 AM  
To: [REDACTED] LRL; [REDACTED] LRL; [REDACTED] FC;  
[REDACTED] LRL  
Subject: [REDACTED] Check

FYI, the Finance Center has confirmed that the check has been received and should be collected today.

[REDACTED]  
Supervisory Accountant  
Louisville District  
Phone: (502) 315-7030  
Fax: (502) 315-7025

Y



DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
P.O. BOX 59  
LOUISVILLE KY 40201-0059  
<http://www.frl.usace.army.mil/>

I certify that I have received the original copy of this letter on

10-23-09, [REDACTED]  
(DATE) / (SIGNATURE)

CELRL-DD

19 October 2009

MEMORANDUM FOR: [REDACTED]

SUBJECT: Notice of Proposed Removal

1. This is to notify you that I propose to remove you from your position as Machinist, WG-3414-10 with the United States Army Corps of Engineers, Louisville District and the Federal Service no earlier than thirty (30) calendar days from the date you receive this notice. I am proposing this action under the provisions of Chapter 75 of Title 5 of the United States Code and Part 752 of Title 5 of the Code of Federal Regulations to promote the efficiency of the service.

2. The specific reason for this action is as follows:

a. Charge: Falsifying Travel Vouchers

b. Specification: In May 2008, a whistleblower disclosure was referred to the Office of Special Counsel (OSC) alleging that employees at the United States Army Corps of Engineers committed fraud while on temporary duty (TDY). An investigation into these allegations was conducted by the Army Criminal Investigation Division (CID), Fort Knox, Kentucky. The investigation found that you submitted falsified travel vouchers from 2001 through 2008 for your travel lodging while you were on Temporary Duty (TDY) travel in the Evansville, Indiana area. The travel vouchers you submitted included lodging receipts for a [REDACTED] "Bed & Breakfast" or "Northside Apartments" as the name of the establishment(s) where you stayed while on TDY. However, you were in fact staying at the private residential apartment of [REDACTED], your girlfriend, during these TDY assignments. Under the Federal Travel Regulation section 301-11.12 (c) and the DoD Joint Travel Regulations, C4555 (B) (3) and Appendix O, T4040 (A) (1) (e) (2), a traveler may not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount when staying with friends or family while TDY.

Although you were actually staying at the private residential apartment of your girlfriend (Ms. [REDACTED]) you had [REDACTED] create lodging receipts identifying [REDACTED] "Bed & Breakfast" or "Northside Apartments" as the establishment where you stayed. These receipts did not indicate in any way that you were lodging with a friend and made it appear as if you were staying at a conventional commercial lodging facility. For a lodging rate, [REDACTED] used the GSA standard conventional lodging rate effective at the time of your TDY. You then submitted these false lodging receipts with your travel voucher for reimbursement.

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From 2001 through 2004, you submitted lodging receipts bearing the name of "[REDACTED] Bed & Breakfast" as the establishment where you stayed. When your supervisor at the time, [REDACTED] questioned you about the validity of the "[REDACTED] Bed & Breakfast" receipts you were submitting, you stated to [REDACTED] that [REDACTED] Bed and Breakfast was a legitimate business establishment. A review of a Police database in Evansville, Indiana revealed no such business establishment during 2001 through 2004. Additionally, [REDACTED] admitted to CID investigators that she never owned or ran any such business. Starting in 2005 until immediately before you were questioned by CID in late August 2008, you submitted receipts bearing the name of "Northside Apartments" as the establishment where you stayed. These receipts had the same address as the "[REDACTED] Bed & Breakfast" receipts you had previously submitted. The Property Manager for the Northside Apartments in Evansville, Indiana stated to the CID investigators that he does not rent out apartments on a daily basis. He also stated that he knew you as [REDACTED] boyfriend and that [REDACTED] had lived in the apartment complex for approximately 15 to 18 years.

From 2001 through 2008, you submitted 30 lodging receipts that totaled \$23,265.00 and you were reimbursed \$23,265.00 on the basis of these lodging receipts (list attached). On September 11, 2009, the USACE Finance Center in Millington, Tennessee sent you a debt collection letter for \$23,265.00.

When you were interviewed by CID, you claimed that you thought it was "legal" to stay at your girlfriend's apartment "because she was just a friend and not a relative." This statement is difficult to reconcile with your actions of: (1) creating a receipt with a false establishment name when you in fact were staying at the private residence of your girlfriend; and (2) stating to your supervisor that "[REDACTED] Bed and Breakfast" was a legitimate business establishment. These actions demonstrate that you intended to conceal the fact that you were staying at the private residence of your girlfriend when you were on TDY travel and clearly indicate knowledge on your part that you were doing something wrong. Your reliability, trustworthiness, and ethical conduct have been brought into question by your actions. Additionally, your actions are contrary to the Army Values which guide our actions as U.S. Army employees, uniformed or civilian.

3. According to the Department of Army Standard Table of Penalties, reproduced in the Louisville District Employee Handbook, the recommended penalty for false statements, including providing false information on a travel voucher, ranges from a written reprimand to removal. Further, the Table of Penalties refers to AR 690-700, Chapter 751, Paragraph 2-1, which states, "It is the policy of the Army that any civilian employee found to have engaged in theft, fraud or other intentionally dishonest conduct against the Army will be considered for removal from the Federal service. Any lesser penalty will require justifiable mitigating circumstances."

4. I have considered your length of service without any formal disciplinary action taken against you and your good work performance as mitigating factors in determining the penalty for this offense. However, the seriousness of this offense, the duration of the offence, and the intentional

nature of your actions far outweigh these factors. I, therefore, am proposing your removal from the Federal service as the minimum penalty necessary to promote the efficiency of the service.

5. You have the right to respond to this notice both orally and in writing, to prepare and present your response and to present affidavits or other documentary evidence in support of your response if you elect to make one. You have the right to represent yourself, or to be represented by an attorney or other individual. Designation of your representative must be made in writing to [REDACTED] Civilian Personnel Advisory Center, Room 822-A. You will have fifteen (15) calendar days from the date you receive this notice to present your oral and/or written response to [REDACTED] Commander, Louisville District, United States Army Corps of Engineers, Louisville, Kentucky. Consideration will be given to extending the 15 day reply period if you submit a written request to [REDACTED] stating your reasons for desiring more time. If you choose to make an oral reply to [REDACTED], either in lieu of or in addition to a written response, you should contact [REDACTED] in the Executive Office at (502) 315-6102 to schedule an appointment.

6. You and/or your representative, if otherwise in a duty status, are authorized up to 4 hours of official time to review the evidence relied upon to support this proposal and to prepare your written reply. Documentary evidence relied upon to substantiate the reasons for this proposal is available for your review by contacting [REDACTED] at (502) 315-6158. If official time is desired for these purposes, you should contact [REDACTED] to make arrangements.

7. If you have a medical condition which may have contributed to the reason for this proposed removal and you wish it to be taken into consideration, you may furnish medical documentation with your reply. The costs of any medical evaluations will be at your own expense.

8. No decision to remove you has been made, or will be made, until after the time allowed for your reply. As soon as possible, after [REDACTED] has received and considered your response, or after the expiration of the 15 day reply period, you will receive a written decision.

9. Counseling services are available through the Employee Assistance Program (EAP) if you wish to discuss with a trained counselor any personal problems that may be related to your actions. I encourage you to contact the EAP at [REDACTED] or 1-800-799-9EAP if you feel it may be helpful.

[REDACTED]  
LTC, Corps of Engineers  
Deputy Commander

Kleslinec/CPAC [Signature]  
Drees/CPAC [Signature]  
Payton/OC [Signature]







DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
P.O. BOX 59  
LOUISVILLE KY 40201-0059  
<http://www.lrf.usace.army.mil/>

I certify that I have received the original copy of this letter on

10-23-09  
(DATE) (SIGNATURE)

CELRL-DD

19 October 2009

MEMORANDUM FOR: [REDACTED]

SUBJECT: Notice of Proposed Removal

1. This is to notify you that I propose to remove you from your position as Machinist, WG-3414-10 with the United States Army Corps of Engineers, Louisville District and the Federal Service no earlier than thirty (30) calendar days from the date you receive this notice. I am proposing this action under the provisions of Chapter 75 of Title 5 of the United States Code and Part 752 of Title 5 of the Code of Federal Regulations to promote the efficiency of the service.
2. The specific reason for this action is as follows:

a. Charge: Falsifying Travel Vouchers

b. Specification: In May 2008, a whistleblower disclosure was referred to the Office of Special Counsel (OSC) alleging that employees at the United States Army Corps of Engineers committed fraud while on temporary duty (TDY). An investigation into these allegations was conducted by the Army Criminal Investigation Division (CID), Fort Knox, Kentucky. The investigation found that you submitted falsified travel vouchers from 2001 through 2008 for your travel lodging while you were on Temporary Duty (TDY) travel in the Evansville, Indiana area. The travel vouchers you submitted included lodging receipts for a "[REDACTED] Bed & Breakfast" or "Northside Apartments" as the name of the establishment(s) where you stayed while on TDY. However, you were in fact staying at the private residential apartment of [REDACTED], your girlfriend, during these TDY assignments. Under the Federal Travel Regulation section 301-11.12 (c) and the DoD Joint Travel Regulations, C4555 (B) (3) and Appendix O, T4040 (A) (1) (e) (2), a traveler may not be reimbursed the cost of comparable conventional lodging in the area or a flat "token" amount when staying with friends or family while TDY.

Although you were actually staying at the private residential apartment of your girlfriend (Ms. [REDACTED]), you had Ms. [REDACTED] create lodging receipts identifying "[REDACTED] Bed & Breakfast" or "Northside Apartments" as the establishment where you stayed. These receipts did not indicate in any way that you were lodging with a friend and made it appear as if you were staying at a conventional commercial lodging facility. For a lodging rate, Ms. [REDACTED] used the GSA standard conventional lodging rate effective at the time of your TDY. You then submitted these false lodging receipts with your travel voucher for reimbursement.

7

From 2001 through 2004, you submitted lodging receipts bearing the name of "[REDACTED] Bed & Breakfast" as the establishment where you stayed. When your supervisor at the time, Mr. [REDACTED] questioned you about the validity of the "[REDACTED] Bed & Breakfast" receipts you were submitting, you stated to [REDACTED] that [REDACTED] Bed and Breakfast was a legitimate business establishment. A review of a Police database in Evansville, Indiana revealed no such business establishment during 2001 through 2004. Additionally, Ms. [REDACTED] admitted to CID investigators that she never owned or ran any such business. Starting in 2005 until immediately before you were questioned by CID in late August 2008, you submitted receipts bearing the name of "Northside Apartments" as the establishment where you stayed. These receipts had the same address as the [REDACTED] Bed & Breakfast" receipts you had previously submitted. The Property Manager for the Northside Apartments in Evansville, Indiana stated to the CID investigators that he does not rent out apartments on a daily basis. He also stated that he knew you as Ms. [REDACTED] boyfriend and that Ms. [REDACTED] had lived in the apartment complex for approximately 15 to 18 years.

From 2001 through 2008, you submitted 30 lodging receipts that totaled \$23,265.00 and you were reimbursed \$23,265.00 on the basis of these lodging receipts (list attached). On September 11, 2009, the USACE Finance Center in Millington, Tennessee sent you a debt collection letter for \$23,265.00.

When you were interviewed by CID, you claimed that you thought it was "legal" to stay at your girlfriend's apartment "because she was just a friend and not a relative." This statement is difficult to reconcile with your actions of: (1) creating a receipt with a false establishment name when you in fact were staying at the private residence of your girlfriend; and (2) stating to your supervisor that "[REDACTED] Bed and Breakfast" was a legitimate business establishment. These actions demonstrate that you intended to conceal the fact that you were staying at the private residence of your girlfriend when you were on TDY travel and clearly indicate knowledge on your part that you were doing something wrong. Your reliability, trustworthiness, and ethical conduct have been brought into question by your actions. Additionally, your actions are contrary to the Army Values which guide our actions as U.S. Army employees, uniformed or civilian.

3. According to the Department of Army Standard Table of Penalties, reproduced in the Louisville District Employee Handbook, the recommended penalty for false statements, including providing false information on a travel voucher, ranges from a written reprimand to removal. Further, the Table of Penalties refers to AR 690-700, Chapter 751, Paragraph 2-1, which states, "It is the policy of the Army that any civilian employee found to have engaged in theft, fraud or other intentionally dishonest conduct against the Army will be considered for removal from the Federal service. Any lesser penalty will require justifiable mitigating circumstances."

4. I have considered your length of service without any formal disciplinary action taken against you and your good work performance as mitigating factors in determining the penalty for this offense. However, the seriousness of this offense, the duration of the offence, and the intentional

nature of your actions far outweigh these factors. I, therefore, am proposing your removal from the Federal service as the minimum penalty necessary to promote the efficiency of the service.

5. You have the right to respond to this notice both orally and in writing, to prepare and present your response and to present affidavits or other documentary evidence in support of your response if you elect to make one. You have the right to represent yourself, or to be represented by an attorney or other individual. Designation of your representative must be made in writing to Mr. [REDACTED] Civilian Personnel Advisory Center, Room 822-A. You will have fifteen (15) calendar days from the date you receive this notice to present your oral and/or written response to COL [REDACTED] Commander, Louisville District, United States Army Corps of Engineers, Louisville, Kentucky. Consideration will be given to extending the 15-day reply period if you submit a written request to COL [REDACTED] stating your reasons for desiring more time. If you choose to make an oral reply to COL [REDACTED] either in lieu of or in addition to a written response, you should contact Ms. [REDACTED] in the Executive Office at (502) 315-6102 to schedule an appointment.

6. You and/or your representative, if otherwise in a duty status, are authorized up to 4 hours of official time to review the evidence relied upon to support this proposal and to prepare your written reply. Documentary evidence relied upon to substantiate the reasons for this proposal is available for your review by contacting Mr. [REDACTED] at [REDACTED]. If official time is desired for these purposes, you should contact Mr. [REDACTED] to make arrangements.

7. If you have a medical condition which may have contributed to the reason for this proposed removal and you wish it to be taken into consideration, you may furnish medical documentation with your reply. The costs of any medical evaluations will be at your own expense.

8. No decision to remove you has been made, or will be made, until after the time allowed for your reply. As soon as possible, after COL [REDACTED] has received and considered your response, or after the expiration of the 15-day reply period, you will receive a written decision.

9. Counseling services are available through the Employee Assistance Program (EAP) if you wish to discuss with a trained counselor any personal problems that may be related to your actions. I encourage you to contact the EAP at (502) 452-9227 or 1-800-799-9EAP if you feel it may be helpful.

[REDACTED]  
LTC, Corps of Engineers  
Deputy Commander  
[REDACTED]

DATE Voucher Signed	"Business" Name on Receipt	Amount
Oct. 9, 2001	[REDACTED] Bed & Breakfast	\$770.00
Oct. 25, 2001	[REDACTED] Bed & Breakfast	\$770.00
Nov. 15, 2001	[REDACTED] Bed & Breakfast	\$770.00
Nov. 15, 2001	[REDACTED] Bed & Breakfast	\$110.00
May 27, 2003	[REDACTED] Bed & Breakfast	\$770.00
June 11, 2003	[REDACTED] Bed & Breakfast	\$770.00
June 26, 2003	[REDACTED] Bed & Breakfast	\$825.00
July 10, 2003	[REDACTED] Bed & Breakfast	\$1,100.00
July 27, 2003	[REDACTED] Bed & Breakfast	\$825.00
Aug. 13, 2003	[REDACTED] Bed & Breakfast	\$605.00
Sept. 25, 2003	[REDACTED] Bed & Breakfast	\$825.00
Oct. 14, 2003	[REDACTED] Bed & Breakfast	\$825.00
Oct. 27, 2003	[REDACTED] Bed & Breakfast	\$825.00
Nov. 6, 2003	[REDACTED] Bed & Breakfast	\$440.00
May 4, 2004	[REDACTED] Bed & Breakfast	\$1,155.00
May 27, 2004	[REDACTED] Bed & Breakfast	\$880.00
July 26, 2004	[REDACTED] Bed & Breakfast	\$935.00
Oct. 8, 2004	[REDACTED] Bed & Breakfast	\$385.00
Nov. 18, 2004	[REDACTED] Bed & Breakfast	\$240.00
May 4, 2005	North Side Apartment	\$770.00
May 20, 2005	North Side Apartments	\$880.00
Oct. 17, 2005	North Side Apartments	\$220.00
Nov. 15, 2005	North Side Apartments	\$550.00
May 5, 2006	North Side Apartments	\$770.00
May 16, 2006	North Side Apartments	\$840.00
May 31, 2006	North Side Apartments	\$840.00
June 9, 2006	North Side Apartments	\$600.00
May 17, 2007	North Side Apartments	\$1,800.00
July 17, 2008	Northside Apartments	\$1,120.00
Aug. 23, 2008	Northside Apartments	\$1,050.00

TOTAL \$23,265.00



C

98-1 BCA P 29607, GSBCA No. 14398-TRAV, 1998 WL 78448 (G.S.B.C.A.)

GSBCA

IN THE MATTER OF MICHAEL S. KNEZEVICH

February 24, 1998

Michael S. Knezevich, Levittown, PR, Claimant.

Edgardo Aviles, Travel Team Leader, United States Customs Service, Indianapolis, IN, appearing for Department of the Treasury.

DANIELS, Board Judge (Chairman).

Michael S. Knezevich, an employee of the United States Customs Service, was on temporary duty during December 1994 and much of 1995. His adventures during this period have generated hard feelings and threatened litigation between him and agency officials. Only one of the disagreements is presented to us here: to what extent should Mr. Knezevich be paid for lodging, meals, and mileage driven in his privately-owned vehicle while he was on two separate stretches of temporary duty in Miami, Florida?

Lodging

Mr. Knezevich was on assignment in Miami from December 12, 1994, through February 1, 1995, and again from June 1, 1995, through August 16, 1995. The agency reimbursed him for lodging expenses only for the first two nights of the second period of time, when he stayed in a hotel. It denied reimbursement for expenses incurred for all other nights. On those other nights, Mr. Knezevich stayed at two different places.

First location

Throughout the first assignment, and on the second tour until July 4, Mr. Knezevich lived in a condominium owned and occupied by Ann Christine Ruda. Ms. Ruda has stated, "Since 1986 I have shared and/or rented parts of my condominium on several occasions." Mr. Knezevich says that before he moved into this dwelling, he "knew Ms. Ruda, but not very well . . . . Ms. Ruda had mentioned before that she needed extra income and was considering renting her condominium. She preferred a roommate, but wanted someone she could trust, not a total stranger."

While Mr. Knezevich was living with Ms. Ruda, the claimant acknowledges, the two became intimately involved. They later quarreled over some personal matter and Ms. Ruda evicted him. Shortly thereafter, Mr. Knezevich returned to collect a debt she owed him and, according to Ms. Ruda, they had a physical altercation. She filed a report with the local police, accusing him of having committed various crimes against her; after an in camera hearing, a judge dismissed the case.

Mr. Knezevich and Ms. Ruda never entered into a written agreement regarding payment

AA

for his living in her condominium. According to the claimant, before he moved into the residence, the two of them negotiated a rental price of \$50 per day. Ms. Ruda's recollection was that "[h]e offered to rent my condominium, sharing both the expense and living accommodations for a negotiated fee of fifty dollars per day. A minimum of ten dollars would be paid daily, or at my option, one hundred and forty dollars every two weeks. The remainder of the monies would be paid prior to his proposed departure to [a permanent duty assignment] ." Mr. Knezevich has provided us with handwritten receipts from Ms. Ruda marked "condo rental" which are in the amount of \$50 per day. All but one of the receipts state that payment was made in cash. The receipts are not consistent with Ms. Ruda's version of the rental agreement; they indicate that payment was made in advance, on the first day of each month that the claimant lived with her, in the amount of \$50 per day. Mr. Knezevich has also provided us with copies of canceled checks in the total amount of \$1,685 to Ms. Ruda; each check was written at a time when he was not occupying her residence. He has additionally provided canceled checks for payments by him of \$121 to the local utility for "Ruda's light bill" and of \$247.07 to a plumber for "Condo-Ruda," and a receipt from a carpet cleaning company for \$30 for "clean carpet (1 room) ." The relationship of these checks to the purported rental of the condominium is not explained.

The Federal Travel Regulation (FTR) provides that a federal employee traveling on official business shall be reimbursed for his actual cost of lodging through a "per diem allowance," up to a maximum daily amount. 41 CFR 301-7.6, - 7.9(c) (1994). The regulation contains this constraint, however:

Lodging with friends or relatives. When the employee obtains lodging from friends or relatives . . . with or without charge, no part of the per diem allowance will be allowed for lodging unless the host actually incurs additional costs in accommodating the traveler. In such instances, the additional costs substantiated by the employee and determined to be reasonable by the agency may be allowed as a lodging expense.

Id. 301-7.9(c) (3). Of course, if the friend or relative is in the business of renting on a regular basis the living space for which the employee incurs occupancy costs (for example, if the friend or relative is a hotel operator), this limitation is not applicable. The critical factor in distinguishing one of these situations from the other is whether the host and the traveler have an arm's-length business relationship. Guy E. Mercier, GSBICA 13795-RELO, 97-1 BCA ¶ 28,925.

The above facts establish that the relationship between Mr. Knezevich and Ms. Ruda was not one of arm's length; at least until the final episode recounted here, it was founded on friendship, not business. The two individuals were acquainted before he moved into her condominium, and she was willing to accept his cohabitation because he was not a stranger. Although Ms. Ruda may have had other roommates previously, she was not in the business of regularly renting space in her residence. The absence of a written rental agreement also indicates that the relationship was not founded on business purposes. There is no indication that while Mr. Knezevich was living with her, she incurred any additional financial costs in accommodating him. Thus, even if the claimant actually paid Ms. Ruda fifty dollars per night for staying in the condominium, the agency acted properly in not reimbursing him for this expense. <sup>[FN1]</sup>

#### Second location

On July 3, 1995, Mr. Knezevich agreed in writing to rent a room from Leonidas A.

Solorzano for the months of July, August, and September, at the rate of \$400 per month. Mr. Solorzano had advertised the availability of this room in a newspaper. At the time Mr. Knezevich signed this agreement, he believed that his temporary duty in Miami would extend through September 30. The agency does not contend that this belief was erroneous. In early August, Mr. Knezevich's supervisor directed him to return to his permanent duty station in Key West, Florida, as soon as possible. The claimant lived in the room until August 16, when he reported to Key West. He paid Mr. Solorzano the entire amount for which he was obligated under the lease, \$1,200. Mr. Knezevich claims that he is entitled to be reimbursed this amount, which, when divided by the number of days he actually lived in the room, comes to \$28.57 per day.

The agency should have paid this lodging expense. The relationship between the landlord and the traveler was at arm's length and was entered into for only business purposes. Mr. Solorzano was in the business of renting the room, and there is no indication that the rent charged was unreasonable. Regulation authorizes the rental of living space on a monthly basis, in appropriate circumstances, by employees on temporary duty assignments. 41 CFR 301-7.14(a). A three-month rental for an expected three-month assignment seems prudent. Although the rental period turned out to be longer than the traveler's actual residence in the room, agency liability for the entire rental amount is appropriate. The temporary duty assignment was curtailed for reasons beyond the employee's control that were acceptable to the agency; there is no indication that the employee could have minimized rental payments; and the daily lodging costs did not exceed the maximum rate allowable. *Id.* 301-7.14(c)(1).

#### Allowance for meals and incidental expenses

Generally, agencies pay employees who are traveling on official business a fixed daily allowance for meals and incidental expenses. 41 CFR 301-7.3. In the midst of Mr. Knezevich's first temporary assignment in Miami, the claimant took annual leave from January 4 to 6, 1995. The Customs Service did not pay him a per diem allowance for any of these three days -- or for either of the following weekend, or "nonwork," days, either. This action was half right. Because the claimant was on annual leave for all of January 4, 5, and 6, in accordance with the FTR, he should not have been paid a per diem allowance for any of those days. *Id.* 301-7.15 (a) (1). If he had remained on annual leave for even a portion of the following workday, the FTR provides, he should not have been paid the allowance for the weekend "nonworkdays," either. However, because he was on duty for all of Monday, January 9, per diem should have been paid for Saturday the 7th and Sunday the 8th. *Id.* 301-7.15(a) (2) (i)

The Customs Service also disallowed Mr. Knezevich's request for an allowance for meals and incidental expenses on August 15, 1995, at the end of his second stay in Miami. The agency did not explain why it took this action, and the claimant does not say why he believes he should be paid. Under our Rules of Procedure, "The burden is on the claimant to establish . . . the liability of the agency[] and the claimant's right to payment." Rule 401(c) (48 CFR 6104.1(c) (1997)). Because Mr. Knezevich has not met his burden, this portion of the claim must be denied.

#### Use of privately-owned vehicle

Mr. Knezevich claims that the Customs Service owes him money for his use, on every one of the days that he was in Miami while on temporary duty, of a vehicle owned by



him. He asks for payment based on distances traveled -- thirty-three miles on each of July 25 and 26, 1995; 165 miles on August 16, 1995 (the day on which he drove to Key West); and sixty-five miles on each other day. According to Mr. Knezevich, sixty-five is the average number of miles he drove each day during the time in question; it includes travel made for personal reasons and on nonworkdays. He asks that payment be made at a rate of twenty-five cents per mile until December 31, 1994, and thirty cents per mile thereafter.

The Customs Service appears to have rejected this portion of the claim in its entirety. The agency's explanation for this action is:

Although Mr. Knezevich was in sick leave/annual leave status, he submitted claims for mileage expenses for such periods. He also claimed mileage . . . for non work days. Additionally, his approving official confirmed that notwithstanding a Government furnished automobile was available, Mr. Knezevich used his privately owned (pov) vehicle and claimed excessive mileage. As a result, . mileage was reduced and computed at the appropriate rate.

This explanation makes good sense (though the record does not show that the Customs Service ever reimbursed Mr. Knezevich for any of the travel he made for official business in his own car).

The Government reimburses employees for the use of their own vehicles only if that use is for the purpose of conducting official business. 41 CFR 301-2.2(a), (b), (d) (2). "Nonworkdays" are by definition days on which an employee is not conducting official business. The agency has noted that two days during Mr. Knezevich's first tour of temporary duty in Miami, and ten days during his second such tour, were such days. In addition, Mr. Knezevich took three days of annual leave during the first tour and seventeen days of sick leave and one day of administrative leave during the second; he could hardly have been conducting official business while on leave, either. Any use of his automobile during these thirty-three days must have been for personal reasons. The agency properly did not provide any reimbursement for any of these days.

When a car is required for the conduct of business by Government employees, "[a] Government-furnished automobile is the first resource when an automobile is required for official travel performed locally or within commuting distance of an employee's designated post of duty." 41 CFR 301-2.2(d) (2) (ii), - 2.6(c). "The use of a privately owned conveyance shall be authorized only when its use is advantageous to the Government." Id. 301-2.2(d) (3). Employees may also be allowed to use such "conveyances" as a matter of personal preference where "such use is compatible with the performance of official business." Id. 301-2.2(e).

Whenever an employee uses his own car while on official business, "payment shall be made on a mileage basis unless payment on an actual expense basis is specifically authorized by law." 41 CFR 301-4.1(a). The FTR establishes three different mileage rates to be used in calculating amounts for which employees should be reimbursed for the use of their cars. When the use is authorized or approved as advantageous to the Government, the highest rate applies; it was twenty-five cents per mile in 1994 and thirty cents per mile in 1995. Id. 301-4.2(a) (1) (1994); id. (1995). When the use is allowed "even though use of a Government- furnished automobile would be more advantageous to the Government, reimbursement to the employee shall be limited

to the cost which would be incurred for use of a Government-furnished automobile." Id. 301-4.4(a). This cost was 18.0 cents per mile in 1994 and 23.5 cents per mile in 1995. Id. 301-4.4(b). Finally:

When an employee who is committed to using a Government- furnished automobile, or who because of the availability of Government-furnished automobiles, would not ordinarily be authorized to use a privately owned conveyance instead of a Government-furnished automobile, nevertheless requests use of a privately owned conveyance, reimbursement may be authorized or approved. The rate of reimbursement shall be [9.5 cents per mile in 1994, 10.5 cents per mile in 1995], which is the approximate cost of operating a Government-furnished automobile, fixed costs excluded.

Id. 301-4.4 (c).

The record in this case contains a statement that the claimant's use of his own car was authorized by his supervisor (with reimbursement amounts subject to audit). The authorization does not indicate whether it was based on a determination that use of that car was most advantageous to the Government (in which case reimbursement would be at the highest of the three above rates), or whether it constituted an allowance to use the car even though the use of a Government-furnished vehicle would be more advantageous (in which case reimbursement would be at the middle of the three rates). There is no indication in the record that Mr. Knezevich ever was committed to using a Government-furnished automobile, or that he used his own car on official business at his request.

As noted above, the agency states that a Government-furnished vehicle was available for Mr. Knezevich's use while he was on temporary duty in Miami. The claimant contends that no such vehicle was available to him. Mr. Knezevich has submitted, in support of his position, a memorandum from a Customs Service employee which states that the agency "did not have any spare government vehicles to issue Mr. Knezevich after his vehicular accident," which occurred on July 25, 1995. We conclude, from the evidence before us, that a Government-furnished vehicle was available to Mr. Knezevich on all relevant dates through July 25, but on no relevant dates thereafter. We further conclude that the supervisor's approval should be construed to allow the claimant to use his own car even though the use of a Government-furnished vehicle would have been more advantageous to the Government through July 25, and to allow the use of his own car as most advantageous to the Government after that date. Consequently, to the extent that the claimant used his car for official business, reimbursement should be at the highest of the three above rates for days beginning on July 26, and at the middle rate for days before that date.

To determine reimbursement amounts, for each day, the appropriate rate must be multiplied by the number of miles driven on official business. "[D]istances between points traveled shall be as shown in standard highway mileage guides or actual miles driven as determined from odometer readings." 41 CFR 301-4.1(b). Mr. Knezevich did not make any odometer readings as to the distances he traveled. (His "averaging" technique is unacceptable, since it includes trips for personal reasons as well as those for Government purposes.) The claimant asserts, and the agency does not deny, that he used the car at least for transportation between his temporary places of lodging and his office. We must leave to the agency the task of determining, through the use of standard guides or odometer readings of the agency's own making, the distances of those trips. (Even if Mr. Knezevich's statement that the round-trip distance was sixty-two miles is true as to one of his

lodging-places, this does not end the inquiry, since the claimant lived in three different places -- Ms. Ruda's condominium, the room he rented from Mr. Solorzano, and a hotel -- while he was on temporary duty in Miami.)

Temporary duty in February 1996

Mr. Knezevich also asks us to review the Customs Service's determination as to reimbursement of expenses he incurred while on official travel in February 1996. From February 27 to 29, Mr. Knezevich drove from his home in Big Pine Key, Florida, to Plantation, Florida, and returned home. He requested reimbursement in the amount of \$240.33 (though the individual entries on his voucher total only \$239.58). The Government paid him \$232.16. Its only explanation for paying less than the full amount is a note on Mr. Knezevich's voucher: "Differences: Per Diem + tolls (8.17)."

The voucher contains an error regarding the per diem allowance for meals and incidental expenses. For February 27, Mr. Knezevich requested an allowance of \$22.50. At the time, the daily meals and incidental expenses allowance rate for Broward County, where Plantation is located, was \$34.41 CFR 301 app. A (1995). The rule regarding proration of the rate for days which were only partially devoted to travel was that the day was to be divided into four parts, with the employee entitled to one-fourth of the rate for each part in which he was in travel status. Id. 301-7.8(e) (1995).<sup>[FN2]</sup> Mr. Knezevich was in travel status during three of the four quarters of February 27. Thus, he is entitled to \$25.50 in per diem allowance for meals and incidental expenses for that date. His allowance for the full travel day of February 28 and the two partial (three-quarters) travel days of February 27 and 29, plus his lodging expenses, amount to \$237.58.

The amount of tolls for which Mr. Knezevich seeks reimbursement is five dollars. The claimant has not explained, however, where or why tolls were incurred on this trip. On this point, consequently, the claim fails for want of proof.

STEPHEN M. DANIELS

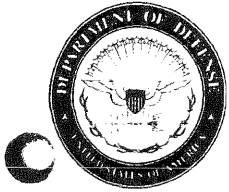
Board Judge

FN1. Further, although Ms. Ruda affirms that she "was compensated at the amounts indicated on [her handwritten] receipts," the record does not establish that Mr. Knezevich's payments were for rental of living space. The receipts do not square with her version of the rental agreement or with the amounts contained in his proof of payments to her. We do not know whether the payments were for rent, for some other good or service, or loans.

FN2. The rule is now that an employee is entitled to three-fourths of the applicable meals and incidental expenses allowance rate on the day travel begins and on the day travel ends. 41 CFR 301-7.8(a), (c) (3) (1997).

98-1 BCA P 29607, GSBICA No. 14398-TRAV, 1998 WL 78448 (G.S.B.C.A.)  
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DEPARTMENT OF THE ARMY  
OFFICE OF THE GENERAL COUNSEL  
104 ARMY PENTAGON  
WASHINGTON DC 20310-0104

DEC 14 2009

Mr. Peter Orszag, Director  
Office of Management and Budget  
725 17<sup>th</sup> Street, N.W.  
Washington, D.C. 20503

Re: Transmittal to Office of Special Counsel of Report of Investigation of Whistleblower Allegations, U.S. Army Corps of Engineers, Louisville District—Louisville Repair Station, Louisville, Kentucky (OSC File No. DI-08-2166)

Dear Mr. Orszag:

Pursuant to Title 5, United States Code (USC), Section 1213(f), in any case where there is "evidence of a criminal violation obtained by an investigation" undertaken at the request of the Office of Special Counsel (OSC), and it has been referred to the Attorney General, the agency is required to notify the Office of Personnel Management and the Office of Management and Budget of the referral. This correspondence notifies you of such an OSC referral and satisfies the notice requirements imposed by Title 5, USC, Section 1213(f). The following information is provided for your use.

As the Agency head, the Secretary of the Army has delegated to me his authority to review, sign and submit the agency's report to the Office of Special Counsel required by Title 5, USC, Sections 1213(b), (c) and (d) (Enclosure 1). This report has been provided to the OSC.

In response to the OSC transmittal of the subject case to the Secretary of the Army (Enclosure 2), a Criminal Investigation Division Command (CIDC) investigation was initiated to investigate the referred allegations. The CIDC investigation concluded in the following manner:

(1) the USACIDC investigation unfounded the allegations that [REDACTED] Chief, Physical Support Branch, U.S. Army Corps of Engineers, Louisville District—Louisville Repair Station, Louisville, Kentucky, committed the offenses of Conspiracy, Larceny of Government Funds or Fraud, as alleged. The final USACIDC Report of Investigation (ROI), dated 5 March 2009, reflects that the investigation determined that [REDACTED] owned a secondary residence near Owensboro, Kentucky, where he stayed during his frequent TDY trips to the area. While [REDACTED] was TDY in the Owensboro area, he lodged at his Owensboro house. However, [REDACTED] did not claim reimbursement for lodging expenses for periods in which he was TDY in sites around Owensboro; he claimed only per diem and mileage as authorized by the Joint Federal Travel Regulation. USACIDC verified that [REDACTED] primary residence is located in

Owensboro house. However, [REDACTED] did not claim reimbursement for lodging expenses for periods in which he was TDY in sites around Owensboro; he claimed only per diem and mileage as authorized by the Joint Federal Travel Regulation. USACIDC verified that [REDACTED] primary residence is located in Jeffersonville, Indiana, which is near Louisville, Kentucky, [REDACTED] primary duty station;

(2) the CIDC investigation founded the allegations that [REDACTED] Machinist and Work Leader, U.S. Army Corps of Engineers, Louisville District—Louisville Repair Station, Louisville, Kentucky, committed the offenses of Fraud, Conspiracy, Theft of Government Funds, and Making a False Statement when, with the knowing aid and assistance of his girlfriend, [REDACTED] (not a federal employee), he created false receipts indicating that he had lodged at two commercial lodging establishments, "[REDACTED] Bed and Breakfast" and "Northside Apartments," when, in actuality, he had lodged at Ms. [REDACTED] apartment residence. Mr. [REDACTED] submitted these false receipts with his travel vouchers in support of his claim for government reimbursement. In this way, Mr. [REDACTED] defrauded the government of \$22,285.00 in lodging reimbursements to which he was not entitled over a period of six years; and,

(3) the USACIDC investigation also founded the allegations that Ms. [REDACTED] committed the offenses of Fraud, Conspiracy, Theft of Government Funds, and Making a False Statement.

On July 17, 2009, USACE Louisville District Assistant District Counsel [REDACTED] referred these matters to the U.S. Attorney's Office for the Western District of Kentucky. To date, USACE has not received a response from the U.S. Attorney's Office whether or not civil and/or criminal charges will be pursued against Mr. [REDACTED] and Ms. [REDACTED]

If you have any questions, please contact [REDACTED]  
[REDACTED] Department of the Army Office of the General Counsel, at [REDACTED]  
[REDACTED]

  
THOMAS LAMONT  
Assistant Secretary of the Army  
(Manpower and Reserve Affairs)

Enclosures



DEPARTMENT OF THE ARMY  
OFFICE OF THE GENERAL COUNSEL  
104 ARMY PENTAGON  
WASHINGTON DC 20310-0104

DEC 14 2009

Mr. John Berry, Director  
U.S. Office of Personnel Management  
1900 E Street, N.W.  
Washington, D.C. 20415-0001

Re: Transmittal to Office of Special Counsel of Report of Investigation of Whistleblower Allegations, U.S. Army Corps of Engineers, Louisville District—Louisville Repair Station, Louisville, Kentucky (OSC File No. DI-08-2166)

Dear Mr. Berry:

Pursuant to Title 5, United States Code (USC), Section 1213(f), in any case where there is "evidence of a criminal violation obtained by an investigation" undertaken at the request of the Office of Special Counsel (OSC), and it has been referred to the Attorney General, the agency is required to notify the Office of Personnel Management and the Office of Management and Budget of the referral. This correspondence notifies you of such an OSC referral and satisfies the notice requirements imposed by Title 5, USC, Section 1213(f). The following information is provided for your use.

As the Agency head, the Secretary of the Army has delegated to me his authority to review, sign and submit the agency's report to the Office of Special Counsel required by Title 5, USC, Sections 1213(b), (c) and (d) (Enclosure 1). This report has been provided to the OSC.

In response to the OSC transmittal of the subject case to the Secretary of the Army (Enclosure 2), a Criminal Investigation Division Command (CIDC) investigation was initiated to investigate the referred allegations. The CIDC investigation concluded in the following manner:

(1) the USACIDC investigation unfounded the allegations that [REDACTED], Chief, Physical Support Branch, U.S. Army Corps of Engineers, Louisville District—Louisville Repair Station, Louisville, Kentucky, committed the offenses of Conspiracy, Larceny of Government Funds or Fraud, as alleged. The final USACIDC Report of Investigation (ROI), dated 5 March 2009, reflects that the investigation determined that [REDACTED] owned a secondary residence near Owensboro, Kentucky, where he stayed during his frequent TDY trips to the area. While [REDACTED] was TDY in the Owensboro area, he lodged at his



Owensboro house. However, [REDACTED] did not claim reimbursement for lodging expenses for periods in which he was TDY in sites around Owensboro; he claimed only per diem and mileage as authorized by the Joint Federal Travel Regulation. USACIDC verified that [REDACTED] primary residence is located in Jeffersonville, Indiana, which is near Louisville, Kentucky, [REDACTED] primary duty station;

(2) the CIDC investigation founded the allegations that [REDACTED], Machinist and Work Leader, U.S. Army Corps of Engineers, Louisville District—Louisville Repair Station, Louisville, Kentucky, committed the offenses of Fraud, Conspiracy, Theft of Government Funds, and Making a False Statement when, with the knowing aid and assistance of his girlfriend, [REDACTED] [REDACTED] (not a federal employee), he created false receipts indicating that he had lodged at two commercial lodging establishments, "[REDACTED] Bed and Breakfast" and "Northside Apartments," when, in actuality, he had lodged at [REDACTED] apartment residence. [REDACTED] submitted these false receipts with his travel vouchers in support of his claim for government reimbursement. In this way, [REDACTED] defrauded the government of \$22,285.00 in lodging reimbursements to which he was not entitled over a period of six years; and,

(3) the USACIDC investigation also founded the allegations that [REDACTED] [REDACTED] committed the offenses of Fraud, Conspiracy, Theft of Government Funds, and Making a False Statement.

On July 17, 2009, USACE Louisville District Assistant District Counsel [REDACTED] referred these matters to the U.S. Attorney's Office for the Western District of Kentucky. To date, USACE has not received a response from the U.S. Attorney's Office whether or not civil and/or criminal charges will be pursued against [REDACTED] and [REDACTED].

If you have any questions, please contact [REDACTED] [REDACTED], Department of the Army Office of the General Counsel, at [REDACTED].



THOMAS LAMONT

Assistant Secretary of the Army  
(Manpower and Reserve Affairs)

Enclosures