

<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 4/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: <u>Memphis Housing Authority</u> PHA Code: <u>TN001</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>July 1, 2009</u>												
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <b>2,776</b> Number of HCV units: <b>Regular 5,853, Mainstream 29, Ridgemont 15, Pershing Park 72, DHAP 96, VASH 105 Hilldale 26, DHAP-Ike 200</b>												
<b>3.0</b>	<b>Submission Type</b> <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only												
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)												
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program <table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV						
PH	HCV												
	PHA 1:												
	PHA 2:												
	PHA 3:												
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.												
<b>5.1</b>	<b>Mission.</b> State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: <b>To drive community revitalization through a seamless system of supportive services, affordable housing and new business development.</b>												

**Goals and Objectives.****The Memphis Housing Authority's planned goals and objectives are as follows:**

**Goal:** Expand the supply of assisted housing.

**Objectives:** Review NOFA's for opportunities for additional rental vouchers, reduce public housing vacancies, leverage private or other public funds including low income tax credits and tax exempt bonds, City of Memphis funds and conventional debt to opportunities, including new Senior Housing and Multi-Family Housing and acquire or build units or developments and deconcentrate poverty by providing public housing units as part of mixed-income communities.

**Progress Statement:** The Memphis Housing Authority has expanded its portfolio over the past years through Hope VI and Tax Credit developments. This past fiscal year, properties such as University Place Senior and University Place Terrace have been built and leased to assist in expanding the need for assisted housing in Memphis.

**Goal:** Improve the quality of assisted housing.

**Objectives:** Improve public housing management: PHAS score 82; improve voucher management: SEMAP score 86, increase customer satisfaction, concentrate on efforts to improve specific management functions, renovate or modernize public housing units, demolish or dispose of obsolete public housing, provide replacement public housing through new mixed finance/mixed income developments and acquisitions and provide replacement vouchers.

**Progress Statement:** The Memphis Housing Authority has improved the quality of assisted housing this past year through Hope VI Redevelopment. This past fiscal year properties such as University Place Senior and University Place Terrace has been built and leased to assist in improving the quality of assisted housing in Memphis.

**Goal:** Increase assisted housing choices.

**Objectives:** Provide voucher mobility counseling, conduct outreach efforts to potential voucher landlords, implement voucher homeownership program; implement public housing or other homeownership programs, implement public housing site-based waiting lists and convert public housing to vouchers.

**Progress Statement:** Every participant received voucher mobility information during the annual briefing session. The Memphis Housing Authority provided a minimum of 20 Owner Workshops designed to familiarize landlords with the program. Voucher Payment Standards were unable to be increased due to limited HAP funding and market conditions.

**Goal:** Provide an improved living environment

**Objectives:** Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments; implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments; implement public housing security improvements; designate developments or buildings for particular resident groups (elderly, persons with disabilities) and deconcentrate poverty by providing public housing units as part of mixed-income communities.

**Progress Statement:** The Memphis Housing Authority has improved its living environments for all properties by focusing more on curb appeal in addition to interior unit repairs. More landscaping improvements have been added to exterior site needs throughout all developments in Memphis.

**Goal:** Promote self-sufficiency and asset development of families and individuals.

**Objectives:** Increase the number and percentage of employed persons in assisted families, provide or attract supportive services to improve assistance recipients' employability, provide or attract supportive services to increase independence for the elderly or families with disabilities, plan and implement a coordinated case management system that links all households in public housing appropriate services, employment and training opportunities, implement the current Self-Reliance Agreement for the following HOPE VI Mixed Income properties: Latham Terrace, Magnolia Terrace, Fowler Multi-Family (G.E. Patterson Pointe), Askew Place, College Park, Uptown Square, Greenlaw Place Apartments, Metropolitan Apartments, Uptown Scattered Sites, University Place and Legends Park as new units come on line.

**Progress Statement:** The Family Self-Sufficiency program for public housing has an enrollment of 50 residents. The program beginning slot was 99; however the graduation of participants meeting their goals and cashing out their escrow funds has been 54. With this graduation of the participants, the slot level has decreased to a mandatory level of 45. The Family Self-Sufficiency Program has had two major events this past year and 30% of the program's enrolled participants are accruing escrows. More than 60% of the current participants have escrow balances and in 2008 \$30,737.55 were dispersed. The Housing Choice Voucher Homeownership Program (Sec. 8) has 36 current participants. During the past fiscal year, 81 participants have graduated from the program leaving 18 mandatory slots. The Housing Choice Voucher Homeownership Program (SHAPE) has 174 participants of which 157 are in credit counseling. The goal of homeownership was 7 and there have been 8 Shape and one Family Self-Sufficiency participant to become homeowners. There have been rapid increases of home purchases in 2007 from 31 to 43 in 2008. The total home purchases amount to \$836,804.00.

**Goal:** Ensure equal opportunity and affirmatively further fair housing

**Objectives:** Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status and disability. Undertake affirmative measures to provide a suitable living environment for families living affirmative in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability, undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.

**Progress Statement:** The Memphis Housing Authority provides annual fair housing and reasonable accommodations training for its employees. In addition, Memphis Housing Authority works closely with its local legal service units to ensure it is adequately following all fair housing laws and regulations.

(a) **HOPE VI Changes from 2008 to 2009 (Plans):**

- 1) **The inclusion of an Agency Lease-Purchase Program**
- 2) **Submission of an Acquisition and Conversion Plan to purchase unsold Uptown homes (up to 8 single family homes) and convert them to public housing units or for occupancy by Housing Choice Voucher holders.**
- 3) **Inclusion of an Elderly Designation Plan for Legends Park (Dixie Homes)**
- 4) **Amend approved disposition plan for Legends Park to include approximately 3 acres FedEx Family House developed by LeBonheur Hospital.**
- 5) **Amend approved disposition plan for University Place to include remaining land for development of future phases**

(b) **The Plan and attachments are available for review at the Central Office located at 700 Adams Avenue, Memphis Tennessee 38105.**

(1) **PHA PLAN ELEMENTS**

The Memphis Housing Authority will continue to monitor implementation of a Resident Self-Reliance Agreement for all existing HOPE VI revitalization sites and future development phases as they come on line. The Self-Reliance Agreement is included in the Plan as **Attachment K**. The Memphis Housing Authority has not implemented the SRA for the non-HOPE VI development due to the economic recession the nation has faced over the past 2 years.

**Public Housing Program**

**Eligibility:** The Memphis Housing Authority will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in the The Memphis Housing Authority units, any disparity in incomes between developments, availability of units through turnover, and waiting list characteristics. The Memphis Housing Authority will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply.

**Selection:** The Memphis Housing Authority shall not discriminate because of race, color, national origin, sex, religion, familial status, or Disability in the advertising, leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or Projects under The Memphis Housing Authority's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. The Memphis Housing Authority shall not, on account of race, color, national origin, sex, religion, familial status, or disability treat any family or person in the manner described below:

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs.
- (b) Provide anyone housing that is different from that provided others.
- (c) Subject anyone to segregation or disparate treatment.
- (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.
- (e) Treat anyone differently in determining eligibility or other requirements for admission.
- (f) Deny anyone access to the same level of services; or
- (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

**Admissions:** It is The Memphis Housing Authority's policy to admit **only** qualified applicants.

An applicant is qualified if he or she meets all of the following criteria:

- (a) Is a family as defined in Section XII of this policy?;
- (b) Meets the HUD requirements on citizenship or immigration status; [24 CFR Part 5, Subpart E]
- (c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed income limits (maximum incomes by family size established by HUD) posted in MHA offices.
- (d) Provides documentation of Social Security numbers for all family members, age 6 or older, or certifies that they do not have Social Security numbers; [24 CFR § 5.216] and
- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies, including attending and successfully completing a The Memphis Housing Authority-approved pre-occupancy orientation session.

**Waiting List Management**

1. It is the policy of MHA to administer its waiting list as required by the regulations at **24 CFR § 960.206**.
2. Opening and Closing Waiting Lists
  - (a) MHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. MHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below.
  - (b) For any unit size or type, if the MHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, MHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit.
  - (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house an applicant in an appropriate
  - (d) During the period when the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

See Attachment A “Admission and Continued Occupancy Policies” (ACOP) for more detailed instructions on Eligibility, Selections and Admission requirements.

**Disaster Housing Assistance Program (DHAP)**

**Eligibility** –MHA DHAP markets the program through various efforts to insure eligible participants are aware that DHAP is offered through MHA. During the time that families are assisted under MHA DHAP, each family is required to participate in case management services. The objectives of these services are greater self-sufficiency and permanent housing for participating families. Compliance with the case management requirement applies only to the MHA DHAP head of household. Some families eligible for MHA DHAP may fall outside the typical target population for most PHA's in terms of income and eligibility for non-disaster forms of federally subsidized housing.

**Selection** - Program participation is determined by FEMA and entered into the DIS database. Eligible participants are then contacted and every effort is made by MHA to complete the intake process.

**Admissions** – A MHA DHAP participants is deemed qualified if;

- a. The participant is assigned through the FEMA DIS database.
- b. The head of household signs a Family Obligations commitment and agrees to participate in case management throughout the program.
- c. The tenant and landlord complete the intake process as set forth in PIH 2007- 26.

See Attachment P ‘DHAP Administrative Plan’ for more detailed information on Eligibility, Selection, and Admission requirements.

**Housing Choice Voucher Program (HCV)**

**Eligibility:** Applicant must provide social security number or certify to not having a social security number, meet the very low income limits requirements, verify eligible citizenship or immigration status, meet criminal background check requirements (all household members 17 years of age or older), must not have been evicted from federally assisted housing for methamphetamine production and must not be a registered sex offender.

**Selection-** Applicants are placed on the waiting list and selected in sequential, numeric order. MHA utilizes a Public Housing Resident preference for residents who are required to relocate as a result of special conditions as identified in the Administrative Plan.

See Attachment M ‘Section 8 Admin Plan’ for more detailed information on Eligibility, Selection, and Admission requirements.

**(2) FINANCIAL RESOURCES**

Below is a list of the anticipated financial resources for the Memphis Housing Authority.

Sources	Projected \$\$
<b>1. Federal Grants</b>	
a) Public Housing Operating Fund	\$6,724,750
b) Public Housing Capital Fund	9,528,141
c) Annual Contributions for Section 8 Tenant-Based Assistance	30,846,209
d) Annual Contributions for DHAP-IKE	3,000,000
e) Community Development Block Grant	1,200,000
f) HOME (McKinley Park)	1,523,653
g) ROSS Grant Programs	250,000
<b>2. Public Housing Dwelling Rental Income</b>	3,200,000
<b>3. Other income (list below)</b>	
Non-Dwelling Rental	200,000
Public Housing Investment Income	150,000
Administrative Fees & Expense Recovery	350,000
<b>4. Non-federal sources (list below)</b>	
CIP Funds (Dixie Redevelopment & Firestone Projects)	3,500,000
City Funds (Development & HEHFB Grant)	600,000
Delta Area on Aging (Homemaker Program)	45,000
WIN Grant	805,000
<b>Total Financial Resources</b>	<b>\$61,922,753</b>

**(3) RENT DETERMINATION**

The Memphis Housing Authority rent charge for Public Housing Residents is income based in accordance with 24 CFR Section 5.628. The total tenant payment is the highest of 30% of adjusted monthly income or 10 % of monthly income, but never less than the minimum rent of \$50.00. However, the resident does have the option at initial certification and recertification to request Flat Rent, which is based on the actual fair market value of the unit.

**(4) OPERATIONS AND MANAGEMENT**

Attachment C, Executive Organization Chart, illustrates the management structure of the Memphis Housing Authority.

The Memphis Housing Authority administers Public Housing, Housing Choice Voucher, VASH, Tenant Protection, and DHAP IKE programs. Public Housing will have 2,776 units available to serve families at the beginning of FY 2010 with an expected turnover of 175 units. The Housing Choice Voucher Program will have an allocation of 5,966 vouchers at the beginning of FY 2010 with an expected turnover of 660. The VASH program will have an allocation of 105 vouchers. (See Section 2.0)

The rules, standards and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the Memphis Housing Authority can be found in Supporting Document 6 the **Asset Management Policies and Procedures Manual and the Memphis Housing Authority Manual of Operations.**

The rules, standards and policies of the PHA governing Housing Choice management can be found in Attachment M the **Housing Choice Voucher Program Administrative Plan and Supporting Document 6 the Memphis Housing Authority Manual of Operations.**

**DHAP Operations and Management** – MHA does not conduct a full Housing Quality Standards (HQS) inspection on the unit. However, the Memphis Housing Authority must conduct a limited inspection in a reasonable time (as determined by the PHA) after the effective date of the DRSC is executed to ensure the unit's current condition does not contain any life-threatening deficiencies.

In accordance with section 4.1. of HUD Notice PIH 2007-26, if the unit fails the limited-inspection, the owner must correct the life-threatening deficiencies within 48 hours. Memphis Housing Authority must verify that the deficiencies have been corrected. If the corrections have not been made within the required 48 hour cure period, Memphis Housing Authority must immediately abate the monthly rental subsidy payment and provide housing search assistance to assist the family in leasing another unit as soon as possible.

**(5) GRIEVANCE PROCEDURES**

**Public Housing Program**

The Memphis Housing Authority Grievance procedure guarantees resident entitlement in accordance with 24 CFR 966. The Memphis Housing Authority Grievance Procedure provides for an informal and formal disposition of resident complaints or grievances. The process has the following elements:

1. Provides for Informal Disposition of Grievance with Development Manager
2. Provides for Formal Disposition of Grievance with Hearing Panel.
3. Establishes timeline for dispositions of formal and informal complaints.
4. Formal Hearing Request must be in writing.
5. Resident Association must be consulted before Hearing Panel members are appointed.
6. Hearing Panel members must be impartial and appointed by The Memphis Housing Authority.
7. Opportunity to examine and/or copy relevant documents.
8. Resident has the right to be represented by counsel.
9. Resident has the right to a private hearing unless Resident requests a public hearing.
10. Residents have the right to present evidence, arguments, and cross-examination to support their case.
11. Decision must be written.
12. Decision must include reasons for decision.
13. Decision must be sent to Resident within ten (10) working days.
14. Resident still has the right to a trial or a judicial review.
15. Reasonable Accommodation request, if applicable, must be considered during the hearing and in the decision

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**Housing Choice Voucher Program**

The Memphis Housing Authority provides an informal review to HCV participants, conducted by designated staff other than staff that made or approved the decision. The HCV participant must submit a request in writing within 10 days from the date of the initial notice of determination. Informal reviews are not granted for the number of bedrooms entered on the voucher, a determination that a unit is not in compliance with HQS, a decision not to approve a request for the extension of the term of the voucher or general policy issues or class grievance.

**(6) DESIGNATED HOUSING FOR ELDERLY AND DISABLED FAMILIES**

***Previously Designated Elderly/Disabled Housing (Approved by HUD 1/20/06) as listed below: Total 311 designated***

- |                     |           |                      |  |
|---------------------|-----------|----------------------|--|
| a) College Park     | TN001-043 | 80 units             | Elderly/Elderly Disabled only 62 years old and above |
| b) University Place | TN001-057 | 82 PH 36 LIHTC units | Elderly/Elderly disabled only 62 years old and above |
| c) Magnolia Terrace | TN001-056 | 69 PH units          | Elderly/Elderly disabled only 62 years old and above |
| d) Latham Terrace   | TN001-054 | 80 PH units          | Elderly/Elderly disabled only 62 years old and above |

***Proposed Designation Plan (Planned submission by 8/1/09) (Up to 100 new units to be constructed/designated)***

- |                 |           |                 |  |
|-----------------|-----------|-----------------|--|
| e) Legends Park | TN001-065 | up to 100 units | Elderly/Elderly disabled only 62 years old and above |
|-----------------|-----------|-----------------|--|

***Proposed Designation Plan (Planned submission by 12/1/09) (additional 406 existing units to be designated)***

- |                     |         |           |  |
|---------------------|---------|-----------|--|
| f) Jefferson Square | TN1-018 | 208 units | Elderly/Elderly disabled only 62 years old and above |
| g) Barry Towers     | TN1-013 | 198 units | Elderly/Elderly disabled only 62 years old and above |

**(7) COMMUNITY SERVICE AND SELF-SUFFICIENCY**

The Memphis Housing Authority coordinates and promotes any programs that enhance the economic and social self-sufficiency of all residents. Services and programs that operate in each of the Memphis Housing Authority four high-rises; Jefferson Square, Barry Towers, Borda Towers, and Venson Center are as follows:

- MIFA (Metropolitan Interfaith Association) provides hot home delivered meals to the frail elderly meeting the program guideline five days a week. An estimated 30 hot meals are delivered.
- The Aging Commission of the Mid South continues it's partnership with the housing authority by funding this program and services. With the support and services from the program the frail elderly are able to remain in their homes longer. The homemaker residents are able to work in the high-rise where they live. They perform light housekeeping chores based on their needs. The homemakers see up to 10 participants per week.
- Family Home Health facilitates clinics in two of the high-rises, Jefferson Square and Borda Towers which are staffed with a nurse and medical assistant. The clinics are open five days a week from 9:00 a.m. to 5:00 p.m. They conduct blood pressure checks, weight management and nutrition and monitor medications. The clinics Serve approximately 25-50.
- The RISE Foundation (Responsibility, Initiative, Solutions and Empowerment) provides Programs and services to all the residents.
- RISE also has a SAVE-UP program which allows residents to establish a relationship with a bank and open IDA'S (Individual Development Accounts). The SAVE-UP initiative provides \$2.00 in local funding for every \$1.00 saved after attending the six weeks financial education classes. The participation in this program has significantly increased from 60 participants to an estimate of 100. The participant can use these funds to purchase a home, buy a car or computer.
- The Goal Card Attendance and Achievement Program is housed in College Park and Foote Homes. All school age children are eligible to participate by signing up. After each six-week the student presents their report card to the program manager and points are calculated based on improvement. The incentives include some of the following school supplies, tickets to cultural, sport events, school uniforms, toys, games and other items. Each program estimates serving at least 300 youth.
- The Boys Scouts of America coordinate a Boy Scout program in Montgomery Plaza; where the troop meets weekly on Saturdays. The boys participate in many activities; scout camp, and other scouting events. There have been approximately 40 young men in the scouting program.

There is also an Executive Director's Scholarship program open to all public housing seniors who have received acceptance into an institution of higher education and training. The recipients is required to complete an application, provide references and complete an essay on why they require assistance with their tuition, transportation, books, etc. The student can request additional assistance based on their grades. To date approximately 6 public housing youth have received assistance.

Resident Employment and Training Center is a partner with the Memphis Job Career Centers. The center assists with résumé writing, obtaining a GED, and maintains list of job postings and training. All Sec. 3 Job openings are posted in the center and as applicants complete applications a request is sent to the Human Resources Department to facilitate a back-ground check. There has been some hiring of public housing residents in this initiative.

Urban Strategies Memphis HOPE, Inc. provides case management to former Dixie Homes (Legends Park) and University Place (Lamar Terrace) Hope VI residents by assisting them to meet the challenges they encounter with employment, training, education, health, childcare, etc. The case manager's focus is to provide needed support for their return to the site or to maintain their present housing. Memphis HOPE also provides case management support services to residents in Cleborn Homes, Foote Homes, Montgomery Plaza and Askew Place with two HUD funded ROSS Grants.

The Memphis Housing Authority offers Tenant Wise Training and Orientation to every resident approved for housing. The training covers Fair Housing Rights, Manager relationships, Community Care, Good Housekeeping, Pest Control, Outdoors Activities, Safe Neighbors, Child Safety, Fire Prevention, Risk Management, Zero Tolerance, Resident Values, Resident Association Meetings and Community Resources. Every applicant will attend scheduled classes prior to being accepted into housing.

Community Service is a HUD mandate that applies to residents 18 and above that they are to perform 8 hours of community services a month. There are exemptions which apply to the elderly and disabled, TANF recipients or someone who takes care of an elderly individual. The community service hours are tracked through the Recertification process and monitored by the managers monthly. The agency provides residents lists of partnering agencies.

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The Family Self-Sufficiency Program distributes flyers on a routine basis to all the public housing developments. The information is provided to the case managers, managers and Leasing & Occupancy staff. Meetings are held twice a year and the Coordinators promote the program on the resident's rent statements. This program is designed to help families overcome barriers that hinder self sufficiency. The FSS Program allows for an escrow account to be established based on the Participant's portion of rent. Success comes as the income increases, an escrow begins to accumulate. Upon completion of the FSS contract the participant is eligible to receive the escrow savings provided they have not been on any federally assistance program for one year. The FSS Program has been able to report homeownership, graduations from schools and participants who have become self-sufficient. Public housing is required to have 65 participants in the program.

#### **(8) PHA SAFETY AND CRIME PRECAUTION MEASURES**

The Memphis Housing Authority has identified the need for measures to ensure the safety of public housing residents due to:

- ❖ High volume of violent and /or drug related crime in Memphis Housing Authority properties.
- ❖ Residents are fearful for their safety and/or the safety of their dependents.
- ❖ Incidents of "lower-level" crime, vandalism and/or graffiti have increased.
- ❖ Individuals on the waiting list are unwilling to move into certain properties due to perceived and/or actual levels of violent and/or drug-related crime.

The Memphis Housing Authority is taking the following actions to improve safety of residents:

- ❖ Knock and Talk Saturations;
- ❖ Responding to property manager complaints;
- ❖ Monitor and track crime statistics for the crimes committed "in and around" public housing;
- ❖ Expedite the removal of graffiti and remove evidence of vandalism;
- ❖ Respond to residents, employee and external law enforcement agency reports of actual or suspected crime; and
- ❖ Actively participate in "Drug presentations" at churches and schools.

The Memphis Housing Authority continues the following prevention activities:

- ❖ Communicate with outside and/or resident organizations to increase awareness of crime and/or drug activities in the community.
- ❖ Monitor and tack compliance with Crime Prevention methodologies through Environmental Design.
- ❖ Promote property activities that target youth, adults and /or seniors.
- ❖ Promote and effect "Knock and Talk" Saturations.
- ❖ Participate in joint Memphis Police Department/ Memphis Housing Authority patrols.
- ❖ Recently added high rise security patrols on a trial basis.
- ❖ Implemented 24-hour high rise contract security presence for the first seven days of each month.
- ❖ Continue enforcing Authorization of Agency procedures and arrest repeat offenders.
- ❖ Assist with evicting residents that cause or commit disturbances and crimes on the properties and/or create unsafe conditions for their neighbors.
- ❖ Routinely review surveillance cameras – reviewing high rise suspected criminal activities.

Coordination between PHA and local police:

- ❖ Coordinate with Memphis Police Department in development, implementation and/or ongoing evaluation of drug-elimination plan activities.
- ❖ Receive and review Memphis Police Department- provided crime data in or near The Memphis Housing Authority Public Housing and Housing Choice Voucher Program properties.
- ❖ Worked with Memphis Police Department to establish physical presence on housing authority property (community police office, officer patrol) at College Park.
- ❖ Participate with Legal staff and regularly testify in and otherwise support eviction cases working with the Shelby County Sheriff's Department.

National Crime Information Center (NCIC):

- ❖ Coordinate with Tennessee Bureau of Investigation (TBI) to track and monitor Public Housing and Housing Choice Voucher applicants, residents and participants.
- ❖ Complete timely Criminal History investigations for Public Housing and the Housing Choice Voucher Program residents and participants

#### **(9) PETS**

The purpose of the Pet Policy of Memphis Housing Authority is to ensure that those residents who desire pets are responsible pet owners and that those residents who do not desire pets are not inconvenienced by pets on the premises. In addition, it is intended to ensure that pets on premises are cared for properly. Further goals of this policy are to ensure a decent, safe, and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and financial interest of the Authority. Pets may not leave the owner's apartment except where noted. Pets will not be allowed to roam either in the Authority's building or on the grounds. The pet policy does not apply to pets or animals that assist, support, or provide service to persons with disabilities or animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities. The pet policy provides for a security deposit equal to the amount of three hundred (\$300.00) dollars for a dog, cat, or other domesticated animals approved by the Executive Director or his designee. The deposit amount for the birdcage or fish tank is fifty (\$50.00) dollars (limit of two (2) twenty (20) gallon tanks). No security deposit will be required for pets or animals that assist, support or provide service to persons with disabilities. The pet policy provides for registration of all pets and during registration a picture of the pet will be taken and a permit will be provided. All pet permits are valid for a maximum of one (1) year only. The permit must be renewed at Annual Recertification. Failure to renew the pet permit at Annual Recertification will result in the automatic revocation of the pet permit. A pet may be removed from the premises pursuant to state or local laws, ordinance or regulations, or pursuant to the Authority's grievance hearing procedure. The Authority reserves the right to choose the most expeditious remedy process of procedure available according to the circumstances or urgency of the case. This pet policy is incorporated by reference into the lease of each Authority tenant. The tenant agrees to the policy as evidenced by his/her signature on the Schedule A form. In the event an applicant for a pet permit is denied, the tenant may request an informal grievance hearing.

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**(11) FISCAL YEAR AUDIT**

See supporting document 13 for the most recent audit report.

**(12) ASSET MANAGEMENT**

The Memphis Housing Authority has developed a strategic plan for its portfolio of properties and is in the process of changing from an operationally oriented agency to one that is asset management based. In addition to the physical aspects of the plan, The Memphis Housing Authority is changing its management structure to more align itself with an asset management structure.

**College Park**

LeMoyné Gardens was demolished in 1997, as a result of a 1995 HOPE VI Grant Award. Currently the development, now known as College Park, has an 80-unit senior only complex. This facility is completed and fully occupied. Another 107 units were developed for the Family I Phase along with 154 units in the Family II Phase. These phases are also complete and fully leased. In addition, a total of 70 for-sale homes have been built and sold to eligible families. A preliminary closeout packet was submitted to HUD on March 29, 2006 and approved by HUD in July 2007.

The rental phases are managed by a private management company as part of The Memphis Housing Authority's overall asset management plan to turn the majority of its portfolio to privatized management.

**Uptown Project**

Revitalization activities completed to date include the rehabilitation/conversion of the 347-units at Lauderdale Courts (now Uptown Square Apartments) and development of the following properties: Metropolitan Apartments (114 units) and Greenlaw Place Apartments (88 units); Development activities are continuing on the Neighborhood Homes. The final single family homeownership and rental phases were completed in October 2007. Magnolia Terrace, (Uptown Senior Facility, 69 units) began construction in June 2006 and was completed in June 2007. All HOPE VI Grant sponsored phases were completed as of October 2007. Construction is continuing for the balance of the market rate units and planning for the Uptown Commercial Center which is not sponsored phases under the HOPE VI Grant.

**University Place (Formerly Lamar Terrace)**

The Memphis Housing Authority was awarded a third HOPE VI Grant for the redevelopment of the Lamar Terrace Development. The entire 24 acre site was demolished in 2005 and the site will be redeveloped into a 391 unit mixed-income development containing a 118 unit senior only facility, single family homeownership and multifamily rental units, extensive public improvements including a community center and other recreational amenities. Construction was completed and the building received its occupancy certificate in November 2007. Construction is complete and leasing efforts are underway for University Place Phase II (151 units). University Place Phase III is moving forward with expected completion by June 2009. The University Place initiative is part of a larger redevelopment initiative which will focus on the redevelopment of the former Lamar Terrace site and acquired adjacent sites.

**Legends Park (Formerly Dixie Homes)**

The Legends Park Revitalization Project received a HOPE VI Implementation Grant in the fourth quarter of 2005. The 600 unit 46 acre site has been demolished and will be replaced with 404 units (374 on site PH, LITHC, and market rate rental units and another 30 homeownership units off site). Infrastructure work is complete and building construction is anticipated to begin in the second quarter of 2009 for the first phase (McKinley Park which is off-site). This project will also involve the development of 12,000 square feet of commercial/retail space along Poplar Avenue

**Montgomery Plaza**

During the 2008 calendar year, the MHA used Capital Funds to provide construction services for various site improvements, and window and door upgrades. The bulk of the site improvements construction includes; modifications to the surface grade and storm drainage system to alleviate poor drainage and standing water, installation of ADA compliant sidewalks and structure pads for the trash dumpsters and mailbox kiosks, reconstruction of the private drive along the eastern border of the property with the installation of speed bumps, and replacement site lighting strategically located throughout the site. Each unit was upgraded with exterior doors and energy efficient windows.

**Cleaborn Homes**

The demolition process for Cleaborn Homes will be the initiation of the Triangle NOIR revitalization project. The MHA is currently preparing an Inventory Removal Application for the total demolition of the Cleaborn Homes (TN 1-8). The Inventory Removal Application is scheduled for submission to HUD no later than the first quarter of the 2009 Plan Year. The development consists of 2 non-dwelling structures and 63 dwelling structures with the following unit mix; 78- 1BR units, 213- 2BR units, 113- 3BR units, and 56- 4BR units. The total number of units equal 460. There are 11 units which are designated as handicap accessible.

**Triangle NOIR**

The Triangle NOIR revitalization project is currently in the concept phase. This proposed endeavor encompasses twenty City blocks within the Downtown and Midtown area. A major phase of the Triangle NOIR revitalization efforts include the total demolition of two low-rise housing developments, Foote Homes and Cleaborn Homes, and the sale of the four senior high-rises buildings; Barry Tower, Borda Tower, Jefferson Square and Venson Center. Concept plans indicate that the new development will consist of; 744 senior units in five-three story buildings, 802 family units in eight multi-family buildings, and six mixed-use buildings. The commencement date for a project of this magnitude is contingent largely on the infusion of sufficient federal grant funds. The earliest date for relocation of residents could be in the second quarter of the 2010 calendar year.

The Memphis Housing Authority is evaluating various apartment complexes in the Memphis area for acquisition to replace demolished and/or disposed of units providing an influx of newly developed or recently remodeled housing stock. It is anticipated that part of the funds available for these purchases as well as planned revitalization programs will come from Replacement Housing funds; application for THDA low income housing tax credits and the proceeds of City of Memphis general obligation bonds and other federal entitlement grants.

**Acquisitions**

In preparation to provide safe and affordable public housing for residents that will be impacted by the first phase of Triangle NOIR, the Memphis Housing Authority is seeking to invest ARRA Capital Grant Funds in mixed financed projects. Two properties under strong consideration include The Village at Cypresswood and Lyons Ridge Senior Apartments. The MHA is planning to invest funds for new construction for the Village at Cypresswood in the fourth quarter of calendar year 2009. Lyons Ridge consists of newer structures and will require less work if any for public housing occupancy; investment in Lyons Ridge is scheduled to take place the first quarter of 2010.

**(13) VIOLENCE AGAINST WOMEN ACT (VAWA)**

The Memphis Housing Authority does not provide special activities, services or other programs associated with VAWA; however, accommodations are made in regular program administration in policies and practices to victims who have submitted verification of their VAWA status in accordance with HUD regulation.

**HOPE VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.**

**(a) HOPE VI Development**

The PHA will not submit a HOPE VI Implementation Grant for FY 2009 through the traditional HOPE VI Grant Application Process.

**(b) Demolition and/or Disposition – Cleaborn Homes**

Cleaborn Homes, 607 Handy Mall planned demolition application- The Memphis Housing Authority is currently preparing an Inventory Removal Application for 607 Handy Mall at Cleaborn Homes (TN1-8). The structure consists of six units; none of the units are designated as handicap accessible. The unit sizes include; 1-3BR unit, 3- 2BR units and 2- 1BR units. The demolition is planned for the first quarter in the 2009 Plan Year.

The Memphis Housing Authority has/will submit disposition applications for the following sites in the 2009 Program Year-- 1) **Legends Park (FedEx Family House)** site-approximately 3 acres (to be submitted by 1<sup>st</sup> Qtr 2009) at the extreme western boundary of the old Dixie Homes (Legends Park site); 2). Additional amendments to the approved Legends Park (Dixie Homes) application will be submitted in the 2009 Plan year (**Planned Submission date of July 1/2009**) as appropriate for the development of the proposed Legends Park Senior Facility containing 70 to 100 units for seniors 62 and above;

Legends Park Commercial – The Memphis Housing Authority received HUD approval in 2008 for the disposition of land associated with the Legends Park Commercial (New Markets Tax Credit) building and approval of the Legends Park East site

University Place Disposition – The Memphis Housing Authority will prepare all necessary amendments to the currently approved disposition application for the University Place Project in the 2009 Plan Year for future development phases.

Submitted Application-Uptown Commercial Center (Disposition of a 1.75 acre tract for development of a Walgreens Pharmacy and McDonald's restaurant, and the balance of the former Hurt Village site, approximately 1.5 acres will be part of a later development phase(s) for construction of additional market rate housing(9 of 22 planned homes) and other complementary commercial/retail development) In addition to requesting HUD approval to dispose of this property (submitted in October 2008), the Memphis Housing Authority also requested HUD approval to use a portion of the proceeds for purchase of additional land to develop a grocery store; purchase Right-Of-Way from the State of Tennessee, support of development/purchase of additional affordable housing; and/or support of a Community and Supportive Services Program.

**(c) Conversion** - No conversions are planned for fiscal year 2010.

**(d) Homeownership Program** - The Memphis Housing Authority has received HUD approval and closed in November 2008, the Legends Park (McKinley Park) Homeownership component. Construction will start in the first quarter 2009 for the model homes and as homes are purchased, construction will initiate on the balance of the 30 homes. The Memphis Housing Authority has put on hold its plan to develop the 68 homes planned for the University Place HOPE VI site. (See Section 6.0 for a statement regarding disposition of land formerly designated for development of the University Plan Homeownership Program

The goals of the McKinley Park (Legends Park HOPE VI Grant) Homeownership Program have been developed in accordance with Section 24/9 (New Construction).

The Program's primary goals are as follows:

1. To continue to stabilize and sustain the core of an important Memphis neighborhood which has been historically neglected and distressed.
2. To create a greater mix of housing types under this HOPE VI Grant by building well designed, quality homes thereby providing homeownership opportunity for those families earning up to 80% of the AMI.
3. To augment the City's down payment and closing cost assistance program with additional resources designed to assist low-and moderate-income families while they build equity through homeownership.
4. To increase the options available to residents in the Section 8 homeownership pool, whereby low-income purchasers can apply their Section 8 assistance toward the purchase of a new, quality home.
5. To educate and inform Memphis Housing Authority residents and other qualified buyers in the areas of credit counseling, financial management, and homeownership training.

The Memphis Housing Authority will submit a proposal--Acquisition and Conversion Plan (planned submission 3/31/09) for the Uptown Project to acquire up to 10 unsold properties built as part of Uptown Homeownership Program to convert these properties into replacement public housing units. These unit addresses are listed below: 220 and 641 Keel; 623 and 641 McDavitt; 671 Bethel; 689, 693, and 716 N. Fifth; 803 N. Manassas; and 844 Woodlawn.

**Homeownership (Lease-Purchase Program)** – The Memphis Housing Authority also plans to develop a Lease Purchase Program (by 9/1/09) to support its homeownership initiatives and agency goal of creating additional homeownership opportunities for low and moderate income families. This program is to be developed and submitted separately to HUD for approval at the appropriate time.

**Section 8 Homeownership Program**

The Memphis Housing Authority is providing homeownership opportunities through Housing Choice Voucher Rental Assistance Vouchers. Vouchers may be used to assist a family in purchasing an existing single-family home or a home under construction. The Section 8 Homeownership Assistance Program (SHAPE) is available to help participating families transition into homeowners. Qualified individuals can purchase a home and receive a mortgage subsidy for up to 15 years on a 30-year mortgage. In addition to increasing homeownership opportunities, program goals include: fostering community pride and creating economic growth while minimizing mortgage defaults. To qualify for assistance under SHAPE, a family must meet the general requirements for admission to the HCV Tenant –based voucher program and additional special requirements for homeownership assistance including the following:

- a. Be a Housing Choice Voucher holder who is eligible to move.
- b. Employed for a minimum of one year and work at least 30 hours per week (employment history requirement is not applicable to elderly and disabled families.)
- c. Have a minimum yearly income of \$14,100
- d. Complete a certified home-ownership counseling program
- e. First –Time- Homebuyer or have not owned a home in the past three years
- f. Enrolled or completed a Memphis Housing Authority approved Preparatory Program or have established an Individual Development Account under the auspices of the RISE Foundation. The guidance of these programs will assist the eligible applicant to become mortgage ready.

8.0	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.																																																																																								
8.1	<b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.  <b>SEE ATTACHMENT D OF THE PHA PLAN</b>																																																																																								
8.2	<b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.  <b>SEE ATTACHMENT E OF THE PHA PLAN</b>																																																																																								
8.3	<b>Capital Fund Financing Program (CFFP).</b> <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.																																																																																								
9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p><b>The Memphis Housing Authority makes a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families. These families must reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</b></p> <p><b>The housing needs for the Greater Memphis Area as listed in the chart below covers the low, very low and extremely low area medium incomes for this jurisdiction. Based on the AMI for these income brackets, there remains a need for housing throughout the area. The continued reduction in funding from HUD continues to force PHA's to change their market strategies and target families with incomes which was not always the practice because the housing program has always been viewed as the housing of last resort but with the reduction in funding and the requirements to compete financially with the private markets, PHA's have to adjust to regulatory requirements in an effort to continue to provide the best possible service to the residents of this jurisdiction. The agency is continuing to meet the growing senior population by offering "senior only" developments to its portfolio.</b></p> <table border="1" data-bbox="219 1071 1396 1459"> <thead> <tr> <th colspan="8">Housing Needs of Families in the Jurisdiction by Family Type</th> </tr> <tr> <th>Family Type</th> <th>Overall</th> <th>Afford-ability</th> <th>Supply</th> <th>Quality</th> <th>Access-ibility</th> <th>Size</th> <th>Loca-tion</th> </tr> </thead> <tbody> <tr> <td>Income &lt;= 30% of AMI</td> <td>43,683</td> <td>5</td> <td>5</td> <td>5</td> <td>4</td> <td>4</td> <td>3</td> </tr> <tr> <td>Income &gt;30% but &lt;=50% of AMI</td> <td>74,162</td> <td>5</td> <td>5</td> <td>5</td> <td>4</td> <td>4</td> <td>3</td> </tr> <tr> <td>Income &gt;50% but &lt;80% of AMI</td> <td>46,405</td> <td>4</td> <td>5</td> <td>3</td> <td>3</td> <td>3</td> <td>4</td> </tr> <tr> <td>Elderly</td> <td>47,111</td> <td>3</td> <td>4</td> <td>3</td> <td>3</td> <td>2</td> <td>3</td> </tr> <tr> <td>Families with Disabilities</td> <td>41,603</td> <td>5</td> <td>5</td> <td>3</td> <td>3</td> <td>2</td> <td>2</td> </tr> <tr> <td>Caucasian</td> <td>41,763</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> </tr> <tr> <td>African American</td> <td>88,824</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> </tr> <tr> <td>Hispanic</td> <td>3,116</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> </tr> <tr> <td>Asian</td> <td>3,273</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> </tr> </tbody> </table>	Housing Needs of Families in the Jurisdiction by Family Type								Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion	Income <= 30% of AMI	43,683	5	5	5	4	4	3	Income >30% but <=50% of AMI	74,162	5	5	5	4	4	3	Income >50% but <80% of AMI	46,405	4	5	3	3	3	4	Elderly	47,111	3	4	3	3	2	3	Families with Disabilities	41,603	5	5	3	3	2	2	Caucasian	41,763	2	2	2	2	2	2	African American	88,824	2	2	2	2	2	2	Hispanic	3,116	2	2	2	2	2	2	Asian	3,273	2	2	2	2	2	2
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9.0  
cont

**Housing Needs of Families on the Waiting List**

Waiting list type: (select one)

- Section 8 tenant-based assistance
  - Public Housing
  - Combined Section 8 and Public Housing
  - Public Housing Site-Based or sub-jurisdictional waiting list (optional)
- If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	7,056		
Extremely low income <=30% AMI	6105	87%	
Very low income (>30% but <=50% AMI)	805	11%	
Low income (>50% but <80% AMI)	146	2%	
Families with children	5571	79%	
Elderly families	195	3%	
Families with Disabilities	1318	19%	
White	98	1%	
African -American	6941	98%	
Asian	7	<1%	

Characteristics by Bedroom Size  
(Public Housing Only)

1BR	1233	17%	
2 BR	2661	38%	
3 BR	2403	34%	
4 BR	644	1%	
5 BR	97	1%	
5+ BR	15	<1%	

Is the waiting list closed (select one)?  No  Yes

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 23 MONTHS**

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

9.0  
cont

**Housing Needs of Families on the Waiting List**

Housing Needs of Families on the Waiting List  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing (HOPE VI site – Magnolia Terrace)
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	68		
Extremely low income <=30% AMI	57	84%	
Very low income (>30% but <=50% AMI)	11	16%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	0	0%	
Elderly families	68	100%	
Families with Disabilities	n/a	0%	
White	1	<1%	
African -American	67	99%	
Asian	0	0%	

Characteristics by Bedroom Size  
(Public Housing Only)

1BR	68	100%	
2 BR	0		
3 BR	0		
4 BR	0		
5 BR	0		
5+ BR	0		

Is the waiting list closed (select one)?  No  Yes

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 4 MONTHS**

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing (Mixed Finance site – Crockett Place)
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	255		
Extremely low income <=30% AMI	180	71%	
Very low income (>30% but <=50% AMI)	17	7%	
Low income (>50% but <80% AMI)	58	23%	
Families with children	223	87%	
Elderly families	5	2%	
Families with Disabilities	27	11%	
White	1	<1%	
African -American	254	99%	
Asian	0	0%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	23	9%	
2 BR	81	32%	
3 BR	110	43%	
4 BR	38	15%	
5 BR	3	1%	
5+ BR	0	0%	
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes:			
<b>HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 23 MONTHS</b>			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

- Section 8 tenant-based assistance  
 Public Housing (HOPE VI site – Uptown (Greenlaw, Scattered Sites, Uptown Square, Metropolitan)  
 Combined Section 8 and Public Housing  
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	5596		
Extremely low income <=30% AMI	4749	85%	
Very low income (>30% but <=50% AMI)	738	13%	
Low income (>50% but <80% AMI)	109	2%	
Families with children	5310	95%	
Elderly families	286	5%	
Families with Disabilities	n/a		
White	20	<1%	
African -American	5575	99%	
Asian	1	<1%	

Characteristics by Bedroom Size (Public Housing Only)

1BR	1444	26%	
2 BR	2108	38%	
3 BR	1569	28%	
4 BR	432	8%	
5 BR	40	1%	
5+ BR	3	<1%	

Is the waiting list closed (select one)?  No  Yes

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 4 MONTHS**

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing (HOPE VI site – University Place Terrace)
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	809		
Extremely low income <=30% AMI	296	37%	
Very low income (>30% but <=50% AMI)	312	39%	
Low income (>50% but <80% AMI)	201	25%	
Families with children	618	76%	
Elderly families	65	8%	
Families with Disabilities	126	16%	
White	20	2%	
African -American	789	98%	
Asian			
Characteristics by Bedroom Size (Public Housing Only)			
1 BR	232	29%	
2 BR	299	37%	
3 BR	239	30%	
4 BR	38	5%	
5 BR	1	1%	
5+ BR			

Is the waiting list closed (select one)?  No  Yes

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 2 MONTHS**

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing (HOPE VI site – University Place Senior)
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	104		
Extremely low income <=30% AMI	79	76%	
Very low income (>30% but <=50% AMI)	20	19%	
Low income (>50% but <80% AMI)	5	5%	
Families with children	0	0%	
Elderly families	104	100%	
Families with Disabilities	n/a		
White	0	0%	
African -American	103	99%	
Asian	1	1%	

Characteristics by Bedroom Size (Public Housing Only)			
1BR	99	95%	
2 BR	5	5%	
3 BR	0		
4 BR	0		
5 BR	0		
5+ BR	0		

Is the waiting list closed (select one)?  No  Yes

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 4 MONTHS**

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing (Mixed Finance – Latham Terrace)
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	10		
Extremely low income <=30% AMI	10	100%	
Very low income (>30% but <=50% AMI)	0		
Low income (>50% but <80% AMI)	0		
Families with children	0		
Elderly families	10	100%	
Families with Disabilities	0		
White	0		
African -American	10		
Asian	0		
Characteristics by Bedroom Size (Public Housing Only)			
1BR	10	100%	
2 BR	0		
3 BR	0		
4 BR	0		
5 BR	0		
5+ BR	0		

Is the waiting list closed (select one)?  No  Yes

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 4 MONTHS**

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

Section 8 tenant-based assistance

Public Housing (Hope VI site- College Park Senior, Family I, Family II)

Combined Section 8 and Public Housing

Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/sub jurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	1069		
Extremely low income <=30% AMI	478	45%	
Very low income (>30% but <=50% AMI)	166	16%	
Low income (>50% but <80% AMI)	32	3%	
Families with children	1009	94%	
Elderly families	40	4%	
Families with Disabilities	10	1%	
White	0		
African -American	1069	100%	
Asian	0		
Characteristics by Bedroom Size (Public Housing Only)			
1BR	230	22%	
2 BR	519	49%	
3 BR	224	21%	
4 BR	101	9%	
5 BR	0		
5+ BR	0		

Is the waiting list closed (select one)?  No  Yes

If yes:  
**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 4 MONTHS**  
 Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes  
 Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

**9.1 Strategy for Addressing Housing Needs.** Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year.  
**Memphis Housing Authority’s strategic plan will incorporate the following strategies to address the housing needs within the jurisdiction:**  
**1. Reduce the number of public housing vacancies. 2. Leverage private and other public funds including low income tax credits and tax exempt bonds to create new senior and multi-family housing. 3. Acquire as well as build new developments for senior and multi-family housing. 4. Apply for additional rental vouchers.**

**10.0 Additional Information.** Describe the following, as well as any additional information HUD has requested.

(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.  
**HUD approved completion of all FY 2007 SEMAP Corrective Action Plan items. Results are demonstrating significant progress in meeting our overall HCV program mission and goals.**

(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”  
**The Memphis Housing Authority’s definitions of “significant amendment” and “substantial deviation/modification” are as follows:**  
**1. Changes to rent or admissions policies or organization of the waiting list**  
**2. Additions of non-emergency work items (items not included in the current annual Statement or Five-Year Action Plan) or change in the use of replacement reserve funds under the Capital Fund**  
**3. Any change with regard to demolition or disposition, designation and homeownership.**

**11.0 Required Submission for HUD Field Office Review.** In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office.

**ATTACHMENTS:**

- (A) Public Housing Admissions & Continued Occupancy Policy (ACOP)**
- (B) Admission Policy & Deconcentration**
- (C) PHA Management Organization Chart**
- (D) CFP and RHF Annual Statements**
- (E) Capital Fund Program 5 Year Action Plan**
- (F) Pet Policy**
- (G) Community Service Policy**
- (H) Section 8 Statement of Homeownership**
- (I) PHA Resident Commissioner/Board of Commissioner**
- (J) Self-Reliance Agreement applicable to HOPE VI/Mixed Income**
- (K) Minutes from Public Hearing (March 19,2009)**
- (L) Section 8 Administrative Plan**
- (M) Public Housing Lease Agreement**
- (N) Public Housing Resident Grievance Procedures**
- (O) DHAP Administrative Plan**

**Supporting Document 1: Certification of Compliance with the PHA Plans and Related Regulation**

**Supporting Document 2: State/Local Government Certification of Consistency with the Consolidated Plan**

**Supporting Document 3: Fair Housing Documentation**

**Supporting Document 4: Consolidated Plan**

**Supporting Document 5: Section 8 Administrative Plan**

**Supporting Document 6: Public housing management and maintenance policy**

**Supporting Document 7: Any cooperative agreement between the PHA and the TANF agency**

**Supporting Document 8: FSS Action Plan/s for public housing and/or Section 8**

**Supporting Document 9: Certification of Payments to Influence Federal Transaction**

**Supporting Document 10: Certification for Drug Free Workplace**

**Supporting Document 11: Disclosure of Lobbying Activities**

**Supporting Document 12: RASS Follow-up Plan**

**Supporting Document 13: Recent Fiscal Year Audit**

**Supporting Document 14: Public housing grievance procedures.**

**Supporting Document 15: Civil Rights Certification**





# **Admissions and Continued Occupancy Policy Governing HUD-Aided Public Housing (ACOP)**

**Operated by:  
Memphis Housing Authority**

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# Admissions and Continued Occupancy Policy Governing HUD-Aided Public Housing Operated by the Memphis Housing Authority

## I. Nondiscrimination

### A. Compliance with Civil Rights Laws

1. It is the policy of the Memphis Housing Authority (MHA) to comply with all laws relating to Civil Rights, including but not limited to:

- Title VI of the Civil Rights Act of [1964 \(42 U.S.C 2000d – 2000d-4, implementing regulations at 24 CFR Part 1\)](#)
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), (See [42 USC 3601-19, implementing regulations at 24 CFR Part 100](#))
- Executive Order 11063, [as amended by Executive Order 12259 \(See 24 CFR part 107\)](#); Section 504 of the Rehabilitation Act of 1973, (See [29 USC 794, implementing regulations at 24 CFR Part 8](#))
- the Age Discrimination Act of 1975, (See [42 USC 6101 – 6107, implementing regulations at 24 CFR Part 146](#))
- Title II of the Americans with Disabilities Act ([42 USC 12101 et seq.](#)) (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), (Title II deals with common areas and public space, not living units.)
- any applicable State laws or local ordinances, and
- any federal, state, or local legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.
- The Calvert Consent Order, dated December 23<sup>rd</sup>, 1996

2. MHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the advertising, leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under MHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. (24 CFR § 100.5)

3. MHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability treat any family or person in the manner described below:

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide anyone housing that is different from that provided others<sup>1</sup>;
- (c) Subject anyone to segregation or disparate treatment;
- (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

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<sup>1</sup> MHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it allows persons with disabilities to participate in the public housing program.

- (e) Treat anyone differently in determining eligibility or other requirements for admission<sup>2</sup>;
- (f) Deny anyone access to the same level of services<sup>3</sup>; or
- (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. MHA shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine.

5. MHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, MHA will make structural modifications to its housing and non-housing facilities (24 CFR §§ 8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations in its procedures or practices (24 CFR § 100.204) to permit people with disabilities to take full advantage of the MHA's housing program and non-housing programs.

- (a) In making reasonable accommodations or structural modifications to **existing housing programs** (See 24 CFR § 8.24) or in **carrying out Other Alterations** [See 24 CFR § 8.23(b)] for otherwise qualified persons with disabilities, MHA is **not** required to:
  - (i) Make each of its existing facilities accessible [24 CFR § 8.24 (a) (1)] ; or make structural alterations when other methods can be demonstrated to achieve the same effect; [24 CFR § 8.24 (b)]
  - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)]
  - (iii) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
  - (iv) Take any action that would result in a fundamental alteration in the nature of the program; [24 CFR § 8.24 (a) (2)] or
  - (v) Take any action that would result in an undue financial and administrative burden on the Authority. [24 CFR § 8.24 (a) (2)]
- (b) When the MHA is making **substantial alterations** (defined in 24 CFR § 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility MHA is not required to:
  - (i) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
  - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)] or

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<sup>2</sup> Except that MHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect MHA's screening or eligibility standards, but it might require MHA to revise its procedures or practices in carrying out those standards.

<sup>3</sup> This requirement applies to services provided by MHA and services provided by others with MHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

(iii) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]

Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

6. MHA will not permit these policies to be subverted to do personal or political favors. MHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

7. Childhood lead poisoning is one of the most common pediatric health problems in the United States and it is preventable. MHA desires to focus on lead poisoning before it occurs. All potential residents, prior to being assigned a unit, shall have their children under seven years of age tested for the levels of lead in their blood. Potential residents may be tested or have their children tested by the Memphis-Shelby County Health Department or their health care provider. The potential residents will be responsible for having the test completed. Potential residents must execute a medical record release form and have a copy of all results forwarded to the MHA prior to being assigned a unit. If a potential resident fails to have their children under seven years of age tested, or fails to have the results forwarded to MHA within ten days of the notice of an available unit, the potential resident's name will go to the bottom of the housing waiting list.

## **B. Accessibility and Plain Language**

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some<sup>4</sup> must be made so, subject to the undue financial and administrative burden test. (24 CFR § 8.20 and 8.21)

2. Documents to be used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments (24 CFR § 8.6). Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed<sup>5</sup>.

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but MHA will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and residents, MHA staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability

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<sup>4</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

<sup>5</sup> 24 CFR § [5.502](#) requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. (24 CFR § 8.6)

4. At the point of initial contact with all applicants, MHA staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking. (24 CFR § 8.6)

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. MHA is not required to pay the costs associated with having a foreign language interpreter (as they are for sign language interpreters for the hearing impaired [24 CFR § 8.6] because the Fair Housing law makes no such requirement).

6. At a minimum, MHA will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

## **II. Eligibility for Admission and Processing of Applications**

### **A. Affirmative Marketing**

1. MHA will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in the MHA's units, any disparity in incomes between developments, availability of units through turnover, and waiting list characteristics. MHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply (**Affirmative Marketing Requirement**).

2. Marketing and informational materials will be subject to the following:

- (a) Marketing materials will comply with Fair Housing Act requirements (where applicable) on wording, logo, size of type, etc.;
- (b) Marketing will describe the housing units, application process, and waiting list and preference structure accurately;
- (c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;
- (d) Agencies that serve and advocate for potentially qualified applicants least likely applying (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;
- (e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- (f) MHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

### **B. Qualification for Admission**

1. It is MHA's policy to admit **only** qualified applicants<sup>6</sup>.

2. An applicant is qualified if he or she meets all of the following criteria:

- (a) Is a family as defined in Section XII of this policy?;
- (b) Meets the HUD requirements on citizenship or immigration status; [24 CFR [Part 5, Subpart E](#)]
- (c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in MHA offices.
- (d) Provides documentation of Social Security numbers for all family members, age 6 or older, or certifies that they do not have Social Security numbers; [24 CFR § 5.216] and

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<sup>6</sup> The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** Definition of qualified individual with handicaps. Eligibility is a term having specific meaning under the Housing Act of 1937. In order to be eligible, a family must meet four tests: (1) they must meet HA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must have a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per **24 CFR [Part 5, Subpart E](#)**.

- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies, including attending and successfully completing a MHA-approved pre-occupancy orientation session;

### **C. Waiting List Management**

1. It is the policy of MHA to administer its waiting list as required by the regulations at **24 CFR § 960.206**.
2. Opening and Closing Waiting Lists
  - (a) MHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. MHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below.
  - (b) For any unit size or type, if the MHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, MHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit.
  - (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.
  - (d) During the period when the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.
3. Determining if the Waiting List may be Closed

MHA will use its **Procedure on Opening and Closing the Waiting List**<sup>7</sup> to determine whether the waiting list(s) may be closed.

#### 4. Updating the Waiting List

- (a) Beginning in April of 2000 MHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing<sup>8</sup>.

If, after two attempts in writing<sup>9</sup>, no response is received, MHA will withdraw the names of applicants from the waiting list.

At the time of initial intake, MHA will advise families of their responsibility to notify the MHA when their circumstances, mailing address or phone numbers change.
- (b) MHA will not remove an applicant's name from the waiting list except in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.

#### 5. Change in Preference Status While on the Waiting List

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<sup>7</sup> This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures are made periodically in the text of this policy. These procedures are separate documents that describe the work steps necessary to implement the policy choices made in this document. The procedures are for use by staff and may be modified or amended as needed without Board approval.

<sup>8</sup> Or by the method designated at initial application by applicants with disabilities.

<sup>9</sup> Both the first and second written communication will be sent by first class mail.

- (a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact MHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.
- (b) To the extent that MHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

#### **D. Processing Applications for Admission**

1. MHA will accept and process applications in accordance with applicable HUD Regulations and MHA's **Procedure on Taking Applications and Initial Processing**. MHA will work on the assumption that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

#### 2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and requested to come to the MHA Administration Building for an interview to complete their applicant files. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- (a) The following items will be verified according to MHA's **Procedure on Verification**, to determine qualification for admission to MHA's housing:
  - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)
  - (ii) Annual Income
  - (iii) Assets and Asset Income
  - (iv) Deductions from Income
  - (v) Preferences
  - (vi) Social Security Numbers of all Family Members Age 6+
  - (vii) Information Used in Applicant Screening
  - (viii) Citizenship or eligible immigration status
- (b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. If third party written verifications are not available, MHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by MHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.
- (c) Verification of eligible immigration status shall be carried out pursuant to **24 CFR § [Part 5, Subpart E](#)**. Citizens are permitted to certify to their status.

3. Applicants reporting zero income will be asked to complete a family expense form. This form will be the first completed in the interview process. The form will ask applicants to document how much they spend on:

food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. It will also ask applicants about the status of any application or benefits through TANF or other similar programs. (If a “zero income” family is admitted, redeterminations of income will be performed every 90 days. See Section 3. C, Periodic Reexaminations, of this policy.)

4. MHA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; The applicant's race and ethnicity; the determination by MHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible; the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected. [24 CFR § 85.42]

## **E. The Preference System**

1. **It is MHA's policy that a preference does not guarantee admission.** Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet MHA's Resident Selection Criteria (described later in this policy) before being offered a unit.

### **2. Factors other than preferences that affect the selection of applicants from the waiting list.**

Before applying its preference system, MHA will first match the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission of families to those households whose characteristics “match” the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection for unit offers are described below:

- (a) When selecting a family for a unit with **accessible features**, MHA will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with accessible features, MHA will house a family not needing the unit features, subject to the requirement in the Tenant Selection and Assignment Plan, under which a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

- (b) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, MHA will give a priority to elderly, disabled or near elderly families as described later in this section.
- (c) When selecting a family for a unit in a mixed population development (a property that houses both elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well), MHA will give a priority to elderly families and disabled families as described later in this section.
- (d) When selecting a single person at a Mixed Population development, elderly or disabled persons have priority over singles that are not elderly or disabled regardless of preferences. Single applicants who are not elderly or disabled can only be admitted after

all elderly or disabled families have been offered units. [24 CFR § 960.407] Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

### 3. **Local Preference: Non-Revitalized Developments**

There is one local preference in effect based on ranges of income applicable to all developments except those constructed on the former site of Lemoyne Gardens, and other revitalized developments or newly acquired developments. Under the MHA-wide system, applicants will be grouped as follows:

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year); and

At least 40% of all applicants admitted in any year must be applicants from Tier I. This is a requirement of the Quality Housing and Work Responsibility Act of 1998.

### 4. **Local Preference: Revitalized Developments**

There is a different local preference based on ranges of income applicable to the revitalized developments constructed on the former Lemoyne Gardens site as follows or any other revitalized or newly acquired developments:

#### **Elderly Buildings**

- **Tier I:** Elderly and near elderly families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Elderly and near elderly families with incomes between 31% and 60% of area median income (the target for this group is 60% of all admissions in any year).

#### **Family Buildings**

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Families with incomes between 31% and 60% of area median income (the target for this group is 10% of all admissions in any year); and
- **Tier III:** Families with incomes between 61% and 80% of area median income (the target for this group is 50% of all admissions in any year).

### 5. **Ranking Preference**

There are two possible ranking preferences in effect: first is the **Displacement Preference**, and second is the **Upward Mobility Preference** (as defined in Section XII). **MHA's Procedure on Unit Offers and Applicant Placement** will be used to order the Waiting List and make unit offers.

Families that qualify for neither the Natural Disaster/Governmental Displacement nor the Upward Mobility preferences will be categorized as No-preference families.

### 6. **Preference for Returnees: Revitalized Developments**

In addition to these ranking preferences, there shall be a preference in effect, at revitalized developments only, for former residents who had previously indicated that they wished to return. To qualify for this

preference a family would have to: a) indicate at the time they make their Permanent Housing Choice that they wish to return; b) accept temporary relocation as assigned by MHA until the revitalized units are ready for return; c) be a tenant in good standing at the housing assigned for temporary relocation when the revitalized units are ready for re-occupancy and d) pass the screening requirements approved in the Management Plan.

## **7. Mixed Population Buildings Local Preference**

In addition to the Income Tier preference, which applies to all MHA's developments, MHA elects to retain the former Federally mandated priority for single persons who are either elderly, persons with disabilities, or persons displaced by governmental action over all other single persons when filling vacancies in its Mixed Population buildings.

## **8. Method of Applying Preferences**

To ensure that MHA admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, MHA will rank applicants within both income tiers as Displacement, Upward Mobility or no-preference. Four out of every ten applicants admitted in any fiscal year will be from Tier I. If there are insufficient applications among the Tier I Displacement preference holders, Tier I Upward Mobility preference holders will be selected. If there are insufficient Upward Mobility preference holders, staff will make offers to the No-preference applicants in Tier I. Within each of the ranking preference categories, offers will be made by oldest application. [See 24 CFR § [960.208\(e\)\(1\)\(i\)](#)] The remaining six out of every ten applicants admitted, will be from Tier II, subject to the same ranking preferences sorted by application date and time.

Former residents returning to revitalized developments will not count against the income tier targets. Rather, these families will be treated as transferees, even if their temporary relocation has been through the Section 8 program.

- (a) MHA will house applicants from Tiers I and II on the waiting list by selecting first from the Displacement applicants, then from Upward Mobility applicants within each Tier, and then, if the Upward Mobility applications are exhausted, by selecting from the No-preference applicants within each Tier.
- (b) MHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.
- (c) MHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

## **9. Definition of Displacement and Upward Mobility Preference**

MHA defines Displacement to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, displaced, through no fault of their own by governmental action, or displaced by domestic violence.

MHA defines Upward Mobility to include all applicants with adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families, as defined in Section XII. Additionally, persons who cannot work because of age or disability qualify for this ranking preference. [\[24 CFR § 960.206\(b\)\(2\).\]](#)

Although the ranking preferences have several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Upward Mobility preferences does not rank any higher than a family that has only one member qualifying for the Upward Mobility preference.

## 10. Withholding Preferences

As required by law, MHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or MHA staff. MHA may grant admissions preference in any of the following cases:

- (a) If MHA determines that the evicted person has successfully completed a rehabilitation program approved by MHA;
- (b) If MHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) If MHA determines that the evicted person no longer participates in any drug-related or criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff of MHA.

## 11. Designated Housing

The preference system described above will work in combination with requirements to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations, if any. When such matching is required or permitted by current law, MHA will give preference to the families described below. The ability to provide preferences for some family types will depend on unit size available.

- (a) **Projects designated for the elderly:**<sup>10</sup> Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan. [\[24 CFR Part 945\]](#).  
When there are insufficient elderly families on the waiting list, near-elderly families (head or spouse ages 50 to 61) will receive a priority for this type of unit.
- (b) **Projects designated for disabled families:**<sup>11</sup> Disabled families will receive a priority for admission to units or buildings that are covered by a HUD-approved Designation Plan. [\[24 CFR part 945\]](#)
- (c) **Mixed population Projects**<sup>12</sup>: Elderly families, disabled families and families displaced by governmental action will receive equal priority for admission to such units.

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<sup>10</sup> This reference is to buildings or portions of buildings designated for the elderly by following HUD's requirements. Designation of housing for the elderly requires the preparation of a designated housing plan. The plan must be presented to HUD for review and approval.

<sup>11</sup> Buildings, floors and units can also be designated for disabled families, also by following the HUD requirements. This entails preparing a designated housing plan noting which buildings (if any) will be set aside for disabled families. HUD approval is required for the plan.

<sup>12</sup> A mixed population project is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character; or the MHA obtained HUD approval to retain the property for elderly and disabled families. These projects were formerly known as elderly projects.

All elderly, disabled or displaced applicants who are single persons shall be admitted before single persons who are not elderly, disabled nor displaced.

- (d) **General Occupancy Projects:** The priority for elderly and disabled families and displaced persons over single persons does not apply at General Occupancy Properties.

## 12. Administration of the Preferences

- (a) Depending on the time an applicant may have to remain on the waiting list, MHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verification of preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 120 days old at the time of certification.
- (b) At the time of pre-application, MHA will use a pre-application to obtain the family's certification that it qualifies for a preference. Between pre-application and the application interview, the family will be advised to notify MHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will lose their preference status and their standing on the waiting list.

Families that cannot qualify for any of the preferences will be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.

- (e) Families that claim a preference at pre-application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

## 13. Notice and Opportunity for a Meeting [24 CFR § 960.208(a) ]

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (a) MHA will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with MHA's designee to review the determination.
- (b) If the applicant requests the meeting, MHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the MHA. A written summary of this meeting shall be made and retained in the applicant's file.
- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the MHA's decision to deny the preference.

## F. Applicant Selection Criteria

1. It is MHA's policy that all applicants shall be screened in accordance with HUD's regulations (24 CFR § 960) and sound management practices. During screening, MHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (b) to care for and avoid damaging the unit and common areas;
- (c) to use facilities and equipment in a reasonable way;
- (d) to create no health, or safety hazards, and to report maintenance needs;
- (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity; and
- (g) to comply with necessary and reasonable rules and program requirements of HUD and the MHA.

2. How MHA will check ability to comply with essential lease requirements:

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with MHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the MHA.
- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
  - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; [24 CFR § 960.203(c)]
  - (ii) Adversely affect the physical environment or financial stability of the project; [24 CFR § 960.203(c)(1)]
  - (iii) Violate the terms and conditions of the lease; [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
  - (iv) Require services from MHA staff that would alter the fundamental nature of MHA's program. [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
- (c) MHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. [24 CFR § 960.259(c)]
- (d) MHA will complete a credit check and a rental history check on all applicants. In carrying out the credit check MHA will pay particular attention to the applicant's history of rental payment as opposed to payment history generally.

- (e) Payment of funds owed to MHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant for unpaid balances owed MHA by the applicant for any program that MHA operates. MHA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process. MHA will not admit families who owe back balances. [See 24 CFR § [960.203\(c\)\(1\)](#)]
- (f) MHA will complete a criminal background check for a period of three years preceding consideration for admission on all applicants family member 17 years of age or older or any member for whom criminal records are available. MHA will deny admission to any applicant households with one or more members who, within the five years preceding consideration for admission, has been evicted from federally assisted housing for drug-related criminal activity. [24 CFR [§§ 960.203 – 960.205](#)]

**MHA also may deny admission at any time under the following circumstances:**

1. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
2. Any household member has been convicted of other drug-related or violent criminal activity within the past three years.
3. Any household member is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household member is known to have lived.
4. MHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
5. MHA has reasonable cause to believe that a household member has engaged, within the past two years, in any other criminal activity that may threaten the health or safety of the other residents, property management staff or MHA employees or their contractors and agents.

**MHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related**

**sentence, including applicable parole or probation period, three years prior to admission.**

**In determining whether to deny or terminate assistance, MHA may take such action if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.**

**Extenuating circumstances, such as current or past participation in a rehab program, will be considered before final withdrawal of the applicant. If MHA uses a criminal record report as the basis to deny assistance, MHA will provide the applicant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record.**

- (g) MHA will complete a home visit on all applicants.<sup>13</sup> Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. MHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.
  - (i) Housekeeping criteria shall include, but not be limited to:
    - Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
    - Cleanliness in each room; and
    - General care of appliances, fixtures, windows, doors and cabinets.
  - (ii) Other MHA lease compliance criteria will also be checked, such as:
    - Evidence of destruction of property;
    - Unauthorized occupants;
    - Evidence of criminal activity; and
    - Conditions inconsistent with application information.
  - (iii) All applicants shall have at least two days' advance written notice of Home Visits.
  - (iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.
- (h) All applicants are required to attend and complete MHA's Pre-Occupancy Orientation.
- (i) MHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:

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<sup>13</sup> If MHA is unable to perform home visits on all applicants, MHA may elect to perform home visits only on applicants who have passed the criminal background check or on applicants whose landlord references are marginal. MHA will not make home visits to housing units where the applicant has no control over the quality of the housing, such as to persons living in homeless shelters.

- The applicant's past performance in meeting financial obligations, especially rent and utility bills. [24 CFR § [960.203\(c\)](#)(1)]
  - A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. [24 CFR § [960.203\(c\)](#)]
  - Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. [24 CFR § [960.204](#) & the Anti-Drug Act of 1988]
  - A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
  - An applicant's ability and willingness to comply with the terms of MHA's lease. [24 CFR § [8.3](#) Definition: Qualified Individual with Handicaps]
- (j) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (k) Applicants must be able to demonstrate the ability and willingness to comply with the terms of MHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.<sup>14</sup> [24 CFR § 8.2 Definitions: Qualified Individual with Handicaps] Availability of assistance is subject to verification by MHA.
- (l) Compliance with prior Community Service requirement for former resident of Memphis Housing Authority is part of the screening evaluation. Completion of outstanding Community service hours is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant who did not complete their required Community Service hours for any program that MHA operates. MHA expects prior Community Service hours owed to be completed before initiating the full screening process. MHA will not admit families who have not completed their community service hours unless they are currently exempt due to age, disability, or employment exemption.

### 3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, MHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. [24 CFR §[960.203\(d\)](#)] To be factored into MHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

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<sup>14</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for MHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

- (b) Mitigating circumstances<sup>15</sup> are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, MHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. MHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include:
  - (i) Evidence of successful rehabilitation;
  - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
  - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. MHA will consider such circumstances in light of:
  - (i) the applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;
  - (ii) the applicant's overall performance with respect to all the screening requirements; and
  - (iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

#### 4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the applicant as a family; [24 CFR § 5.403]
  - (ii) Eligibility of the applicant with respect to income limits for admission; [24 CFR § [5.601 et seq.](#)]
  - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR § [5.500 et seq.](#)]
  - (iv) Unit size required for and selected by the family;
  - (v) Preference category (if any) to which the family is entitled; [24 CFR [Part 960](#)] and
  - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. [24 CFR [Part 960](#)]

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<sup>15</sup> The discussion of mitigating circumstance in this paragraph is applicable to all applicants. MHA is required by regulation to consider mitigating circumstance, see 24 CFR § [960.203](#)(d).

- (b) Families determined to be qualified will be notified by MHA of the approximate date of occupancy insofar as that date can be reasonably determined. [24 CFR § 960.208(b)] However, the date stated by MHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors MHA does not control, such as turnover rates, and market demands as they affect bedroom sizes and project location.
- (c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from MHA, stating the basis for such determination. MHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [24 CFR § 960.208(a)]
- (d) Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

**G. Occupancy Guidelines**

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear and underutilization. It is also fully compliant with HUD rules related to Occupancy Standards.

**Minimum and Maximum-Number-of-Persons-Per Unit Standard**

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> <u>(Largest Unit Size)</u>	<u>Max Persons/Unit</u> <u>(Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.

- (d) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In determining unit size, MHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- (e) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- (f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
- (g) Efficiency apartments will be occupied first by persons who prefer efficiencies to 1 BR units. Once applicants who prefer efficiencies have been housed, single individuals applying to Mixed Population buildings who wish to live in 1 Bedroom units (rather than efficiencies) will participate in a lottery to determine whether they will be offered a 1 BR or an efficiency.

2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The MHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.

3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the applicant family must choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the family's decision could include cultural standards, length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.

The family (not the MHA) decides which size of unit they wish to be listed for (corresponding to the smallest, largest or a unit in between, for which they qualify).

5. When a family is actually offered a unit, if they no longer qualify for the unit size corresponding to the waiting sublist, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

7. **IMPORTANT:** The unit size standards shall be discussed with each applicant family that qualifies for more than one unit size. Families will also be informed about the status and movement of the various waiting lists and sublists maintained by MHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change. The MHA shall change the family's sublist at any time while the family is on the waiting list at the family's request.

### **III. Tenant Selection and Assignment Plan**

#### **A. Organization of the Waiting List**

##### **1. Community-wide Waiting List**

It is MHA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- type and size of unit needed and selected by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- applicant preference or priority, if any; and
- date and time the application is received.

MHA will maintain its waiting list in the form of a sequential list that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head. This sequential list will then be broken down by unit size and type and applicant preference status and date and time of application.

MHA will be using Site-based Waiting Lists for its revitalized developments and the application for such lists shall be a part of the MHA's Annual Plan. All current applicants for the developments selected for Site-based Waiting Lists will be given an opportunity to list up to three developments where they would accept a unit offer or to opt for the "first available" unit offer. Thereafter, new applicants would have the same opportunity to select up to three developments or "first available" unit offer. "Once the initial site based lists are established all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection.

#### **B. Unit Offers to Applicants**

1. The plan for assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is PLAN "A" with modifications as described below. Under Plan A, the first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant must accept the vacancy offered or be dropped from the waiting list. Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.

2. MHA will first match the characteristics of the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any limitations on admission because of designated housing (if applicable). Preferences, if any, will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.

3. Further, in the selection of a family for a unit with accessible features, MHA will give preference to families that include a person with disabilities who can benefit from the unit features.

4. In selecting applicants for offers of units, MHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences to adopt, MHA must consider the requirements of the Quality Housing and Personal Responsibility Act of 1998 and local housing needs and conditions.

5. The local preferences, if any, described above will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the MHA will make an offer to an applicant who does not qualify for a local

preference. Certain types of transfers will also be processed with new admissions. See Section F. for the ratio of transfers to new admissions.

6. The applicant must accept the vacancy offered within 2 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below) All offers made over the phone will be confirmed by letter to the applicant. If unable to contact an applicant by phone or first class mail, MHA will send a certified letter, return receipt requested.

7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean.

### **C. Due Process Rights for Applicants**

To ensure that filling vacant units occurs in a timely manner, it is necessary to have a waiting list that is complete and accurate. While it is the responsibility of each applicant to keep MHA apprised of any changes in his/her address, phone number, family income or other family circumstances, no applicant on the waiting list, now or in the future, shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria<sup>16</sup>; or
4. The application is withdrawn because the MHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

In attempting to contact to contact an applicant, the following two methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact MHA<sup>17</sup> either by returning the update postcard or in person, bringing proof of identity;
- When five working days have elapsed from the date when the MHA mails the letter, if there is no response from the applicant, the applicant will be sent the same letter by first class mail;
- If an applicant contacts MHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
- When MHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, MHA shall suspend processing of that application until the applicant is either withdrawn

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<sup>16</sup> All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

<sup>17</sup> Except that MHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

(no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.

5. Persons who fail to respond to MHA attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be related to a disability. In such circumstances MHA shall reinstate these individuals to their former waiting list positions.

6. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. Families whose applications were withdrawn for refusing unit offers without good cause may not reapply for 12 months. In these cases, they will have a new date and time of application.

#### **D. Good Cause for Applicant Refusal of Unit Offer**

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of MHA, clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of “good cause” for refusal of an offer of housing include, but are not limited to:

- The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move-in;
- Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities<sup>18</sup>, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates to MHA’s satisfaction that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- The family has a child(ren) under age seven and there is lead based paint in the unit;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move; or
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family’s position on the waiting list. (In

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<sup>18</sup> If the applicant has a child participating in such a program.

effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)

3. MHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

#### **E. Dwelling Units with accessible/adaptable features**

1. Before offering a vacant accessible unit to a non-disabled applicant, MHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under MHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

2. When offering an accessible/adaptable unit to a non-disabled applicant, MHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

#### **F. Leasing and Occupancy of Dwelling Units**

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development

#### **G. Transfers**

MHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive<sup>19</sup> transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.
4. Tenants are entitled to use the MHA Grievance Procedure if they are refused the right to transfer or if MHA is requiring them to transfer and they do not want to do so.

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<sup>19</sup> If the MHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

## IV. Leasing Policies

### A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations [24 CFR § 966].
2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by the Property Manager or other authorized representative of MHA, prior to actual admission. [24 CFR § 966.4 (p)]
3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally. Managers shall work with MHA's central office to forward necessary information and coordinate this activity with the applicant or resident family.
4. If a resident transfers from one MHA unit to another, a new lease will be executed for the dwelling into which the family moves.
5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - (a) A new lease agreement will be executed, or
  - (b) A Notice of Rent Adjustment will be executed, or
  - (c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority. [24 CFR § 966.4 (o)]
6. Residents must advise MHA if they will be absent from the unit for more than 7 days. Residents are required to notify the manager and make arrangement to secure the unit and provide a means for MHA to contact the resident in the event of an emergency. Failure to advise MHA of an extended absence is grounds for termination of the lease.
7. Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth business day of the month.

The late payment date may be extended upon written request for individuals who are sixty two years of age or older, disabled or pension or TANF, recipients and who customarily received their entitlement or pension checks after the 5th of the month. The resident must provide adequate documentation as to age, disability or pension or TANF participation and date of receipt of funds after the 5th of the month. The extension must be reviewed and approved by the Director of Asset Management. The extension will be in writing and can be for no more than three business days after the date established for receipt of funds.

### B. Showing Units Prior to Leasing

1. When offering units, MHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with MHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will be advised of the offer and will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **MHA Procedure on Taking Applications and Initial Processing.**)

2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant if possible. The form is then sent to central office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy.** [24 CFR§ 966.4 (i)]

3. Managers will only show and lease units of the appropriate size. Families may choose to lease units of sizes between the largest and smallest unit for which they qualify. If a family opts to lease a unit smaller than the largest unit for which they qualify, the family shall agree in writing to remain in that size unit until family size or circumstances require a larger unit.

If an exception to MHA's largest unit standard is approved for the applicant, this information will be noted on the leasing packet sent to the manager. No exceptions will be granted to the smallest unit standard, since this would result in overcrowding.

### **C. Occupancy, Additions to the Household and Visitors**

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. [24 CFR § 966.4(a)(v)] Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. This would include situations in which a resident is granted custody of a child or children not previously listed on the application or lease. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. [24 CFR §§ 966.4(a)(v), 966.4(c), 960.257] All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Following receipt of a family's request for approval to add a new person or persons to the lease, MHA will conduct a pre-admission screening of any proposed new adult members. The results of screening shall be used to determine whether the MHA will approve admitting the new member.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from MHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:

- (a) Resident plans to be married and files a request to add the new spouse to the lease;
- (b) Resident is awarded custody of a child over the age for which juvenile justice records are available;
- (c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
- (d) A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household; and
- (e) Resident is being considered for an Incentive Transfer.

4. Residents who fail to notify MHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by MHA and the entire household will be subject to eviction. [24 CFR § 966.4 (f)(3)]

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on MHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Manager. Visits of more than three and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager. Visits of more than 14 calendar days shall be authorized only by the Property manager with advance documentation of extenuating circumstances. In no event shall a visitor be permitted to visit for more than 45 days in any 12 month period without the prior written consent of MHA. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. [24 CFR § 966.4 (f) (2)]

7. Residents will not be given permission to allow a former resident of MHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. [24 CFR § 966.4 (f)(3)] The resident has the responsibility to report the move-out within 30 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered by MHA in making determinations under this paragraph.

## V. Transfer Policy

### **A. General Transfer Policy**

1. It is MHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. [24 CFR § 100.5]
2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Property Manager or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

### **B. Types of Transfers**

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

- (a) Emergency Transfers are **mandatory** when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by MHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; remove a family with children under age 7 with elevated blood lead levels from a unit with lead paint hazards, or, based on a threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood or when a determination is made by the Authority based on the physical condition of the development that the development should be closed immediately.

**These transfers shall take priority over new admissions.**

- (b) Category 1 Administrative transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency); provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified disability problems of a serious (but not life-threatening) nature; permit modernization, vacancy consolidation or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

**These transfers shall take priority over new admissions.**

Requests for these transfers will be made to the manager. The Resident shall provide the necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by MHA (e.g. moving a person with mobility problems to a unit with accessible features).

- (c) Category 2 Administrative transfers are mandatory transfers within sites or between sites to correct serious occupancy standards problems (over or under the MHA's standards) as described below.

**These transfers will take priority over new admissions.**

Category 2 transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the

household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- (d) Category 3 Administrative transfers are mandatory transfers within sites or between sites may be made to: correct and avoid concentration of the most economically and socially deprived families; correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms); or address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

**These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions.**

- (e) Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, including townhouses, on a nondiscriminatory basis to residents with good rental histories.

**These transfers take priority over new admissions, with transfers being processed at the rate of three transfers to each admission.**

- (f) **Transitional Housing Transfers**: As described in detail below, **Transitional Housing Transfers** are offered to fill single family designated transitional housing units on new or recently modernized or revitalized developments or scattered sites, on a nondiscriminatory basis to residents with good rental histories.

**These transfers take priority over new admissions.**

2. Whenever feasible, transfers will be made within a resident's area.

### **C. Processing Transfers**

1. A centralized transfer waiting list will be administered by the Occupancy Division. Managers are responsible for submitting requests for transfer including necessary documentation, to the Occupancy Specialist Manager.

2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers,
- Applicants, and, at a rate of four applicants to every transfer,
- Category 3 Administrative Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.

4. Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, MHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits MHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

#### **D. Good Record Requirement for Transfers**

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

- (a) have not engaged in criminal activity that threatens the health and safety of residents and staff;
- (b) do not owe back rent or other charges, or evidence a pattern of late payment;
- (c) meet reasonable housekeeping standards and have no housekeeping lease violations; and
- (d) can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to MHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

Absent a determination of exception, the following policy applies to transfers:

- (a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed; back rent is paid in full.
- (b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

## **E. Incentive Transfers**

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

- (a) Incentive Transfers - MHA may occupy recently modernized and scattered site units through incentive transfers. Other than those approved in the NLIHC Settlement Agreement, one applicant shall be admitted directly to a scattered site units for every three transferees. Depending on MHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. MHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.
- (b) Resident requests for incentive transfers should be made to their Housing Manager. Managers may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met:
  - (i) Residency in a MHA development for least three years.
  - (ii) No more than two repayment agreements, or unpaid balances at any time in the past two (2) years.
  - (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
  - (iv) No history of criminal activity or drug related criminal activity by resident, household members, or guests.
  - (iv) Good housekeeping record.

2. Incentive transfers are Category 2 administrative transfers.

3. No exceptions will be granted to the good record requirement for incentive transfers.

4. A Manager's failure to process or recommend an Incentive Transfer is subject to the Grievance Procedure.

## **F. Transitional Housing Transfers**

1. **Transitional Housing Transfers** are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have a program goal of homeownership to be completed within 12 to 36 months, have good rental histories and want to move to the transitional Housing units.

- (a) **Transitional Housing Transfers** - MHA will occupy recently modernized, revitalized developments and scattered site designated "Single Family transitional housing units" through transitional housing transfers. The units will be filled by transferees from current MHA developments. If the Authority is unable to fill the transitional housing units from transferees from current MHA developments, the Authority may create a transitional housing waiting list open to the General public to fill the remaining units.
- (b) Resident requests for **Transitional Housing Transfers** should be made to their Housing Manager. Managers may also recommend a resident for a **Transitional Housing Transfer**. For a resident to be considered for a **Transitional Housing Transfer**, the following conditions must be met:

- (1) Residency in a MHA development for least one year.
- (2) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
- (3) No history of criminal activity or drug related criminal activity by resident, household members, or guests.
- (4) Good housekeeping record.
- (5) Be a participant in good standing in a program aimed at self-sufficiency such as Memphis Housing Authority's Family Self-Sufficiency Program, a participant in the RISE Foundation Save UP, Individual Development Account (IDA) Initiative, or a similar program of upward mobility;
- (6) Be a United States citizen 18 years of age or older;
- (7) A current resident of Memphis Housing Authority.
- (8) Employed full-time (minimum of 30 hours week) meeting all Self Reliance Agreement criteria;
- (9) Can verify and show proof of full-time employment history (minimum of 30 hours per week) for a 12-month period preceding date of application. Meet all Self Reliance requirements.
- (10) Must have the ability to repair any credit issues and be mortgage ready within a 36-month period or less.
- (11) Pass housekeeping inspection and all ongoing housekeeping inspections.
- (12) Attend Tenant Wise Training for Housekeeping, Counseling, and How to Be a Good Neighbor Classes, etc.
- (13) Children enrolled in an "A" qualified day care/headstart program;
- (14) Must have demonstrated good rental payment history with Memphis Housing Authority for a 12-months consecutive period;
- (15) Have a minimum annual wage of \$11,000;
- (16) Pass a criminal background check;
- (17) Present, when applicable, a report of each child's attendance record of regular attendance in school.

2. **Transitional Housing Transfers** will take priority over admissions.
3. **Transitional Housing Transfers** will not exceed 36 months. A resident transferring into a Transitional Housing unit cannot occupy said unit for more than 36 months.
4. A Manager's failure to process a **Transitional Housing Transfers** is subject to the Grievance Procedure.

#### **G. Cost of Transfers**

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by MHA. Transfers requested or required by MHA will be paid for or made by MHA. Residents shall be required to pay any maintenance charges resulting from resident damage or neglect at the unit from which they are transferring.

## **VI. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members**

### **A. Eligibility for Continued Occupancy**

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in Section XII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
5. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § [5.500 et seq.](#)]
6. Who are in compliance with the MHA's 8 hour per month community service requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).

### **B. Remaining Family Members and Prior Debt**

1. As a party to the lease, remaining family members 18 years of age or older (other than the head or spouse) will be held responsible for arrearages incurred by the former head or spouse. MHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

### **C. Periodic Reexamination**

1. Regular reexaminations: MHA shall, at least once a year, re-examine the incomes of all resident families other than those families paying Flat Rents whose incomes shall be reexamined every three years. Flat Rent payers must still report for review of unit size and Community service compliance. [24 CFR § [960.257](#)]
2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. New Reexamination Date Following Income Disregard: When a family begins participating in a job training program or working following a job training program and their income is disregarded in accordance with HUD requirements, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disregard began.
4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual reexamination process. The form will ask residents to estimate

how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

#### 5. Reexamination Procedures

- (a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. A credit check will be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc.. [24 CFR § [5.210 et seq.](#); [24 CFR § 960.257](#) and [960.259](#)]
- (c) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the resident as a family or as the remaining member of a family;
  - (ii) Unit size required for the family (using the Occupancy Guidelines); and
  - (iii) Rent the family should pay.
- (d) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. [24 CFR [Part 5, subpart B](#)]
- (f) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. [24 CFR § [966.4 \(c\)\(2\)](#)]

#### 6. Action Following Reexamination

- (a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. [24 CFR § [966.4 \(c\) & \(o\)](#)]
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. [24 CFR § [966.4 \(c\)\(3\)](#)]

### **D. Criminal Background Checks**

In order to determine if residents and household members are in full compliance with the resident obligations and responsibilities as described in the dwelling lease and especially drug related and other criminal activity, Memphis Housing Authority will conduct annual criminal background checks.

Memphis Housing Authority will conduct criminal background checks at the time the resident is certified for continue occupancy in public housing. The Housing Authority may also provide resident information to Law enforcement officials to obtain daily arrest reports and other records regarding drug related and other criminal activity which may be in violation of the resident's lease .

#### **E. Upfront Income Verification**

The Memphis Housing Authority will use HUD's Upfront Income Verification (UIV) System to verify the income reported by applicants and current tenants. This online automated system compares tenant's income data obtained from the Public Housing Information Center (PIC) databases with wage information from the State Wage Information Collection Agencies (SWICAs); Social Security and Supplemental Security Income from the Social Security Administration; and user profile information from the PIC database.

UIV data will only be used to verify a tenant's initial or continuing eligibility for participation in a HUD rental assistance program. When discrepancies are identified, MHA staff will inform applicants and current tenants of their appeal rights, maintain all UIV data as confidential, and use Third Party Verification procedures.

**UIV data will not be used for any adverse actions such as eviction, repayment agreements, referrals or participant to the Office of Inspector General, etc. If fraud is suspected, MHA staff will independently verify the UIV information using the five (5) levels of Third-Party Verification mandated by HUD's Verification Guidance dated March 9, 2004.**

Third party verification is defined an independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the applicant family. The verification documents must be supplied directly to the independent source by MHA and returned directly to MHA from the independent source. **The tenant shall not hand carry documents to or from the independent source.** MHA will use mail, fax, or e-mail to send and/or receive verification from the source(s). MHA staff will use the following five levels of Third Party Verification for gross wages and salaries; unemployment compensation; welfare benefits; social security benefits (Social Security & Supplemental Security Income); and other income types (i.e., child support, pensions, etc.) **in the order listed:**

1. Upfront Income Verification
2. Written Third Party Verification
3. Oral Third Party Verification
4. Document Review
5. Tenant Certification

All related documents must be dated **within the last 60 days** of the interview, and MHA staff will make photocopies of original document(s) and place a copy in the tenant's file. MHA staff will document the reasons for not using the higher levels of Third Party verification in the tenant's file anytime the higher level of verification cannot be used.

## VII. Interim Rent Adjustments: Fixed Rent System

### A. Rent Adjustments

1. Residents are required to report all changes in family composition or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions.**

2. Changes in family income between reexaminations may result in a rent change. MHA will process interim changes in rent in accordance with the chart below:

<u>INCOME CHANGE</u>	<u>MHA ACTION</u>
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days <sup>20</sup> . Increase in income following MHA granting of interim rent decrease.	• MHA will process an interim reduction in rent if the income decrease will last more than 30 days. MHA will process an interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	• MHA will increase rent after providing a 30-day notice to the resident.
(c) Increase in unearned income (e.g. COLA adjustment for social security).	• MHA will increase rent after providing a 30-day notice to the resident.
(d) Increase in income because a person with income (from any source) joins the household.	• MHA will increase rent after providing a 30-day notice to the resident.

(e) MHA will process an interim increase in rent if it is found that the resident at an annual or interim reexamination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. MHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee. [24 CFR § [960.257](#) and 24 CFR Part 5, subpart F]

4. MHA will process interim adjustments in rent in accordance with the following policy:

- (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.
- (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

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<sup>20</sup> Decreases in income verified to be a result of welfare fraud or TANF cuts for failure to comply with a required economic self sufficiency program are not eligible for rent reductions.

5. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.

**B. Effective Date of Adjustments**

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

**C. Failure to Report Accurate Information**

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with MHA's dwelling lease. [24 CFR § 966.4 (c)(2)]

## **VIII. Lease Termination Procedures**

### **A. General Policy: Lease Termination**

It is MHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations [24 CFR § 966.4 (I)] and the lease terms.

### **B. Notice Requirements**

1. No resident shall be given a Notice of Lease Termination without being told by MHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. [\[24 CFR § 966.4\(I\)\(3\)\(ii\)\]](#)

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or MHA employees; and any drug-related criminal activity. [\[24 CFR § 966.55\(g\)\]](#)

2. Notices of lease termination may be served personally and posted on the apartment door.

3. The Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

### **C. Domestic Violence:**

A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a Lessee's household or any guest or other person under the Lessee's control, shall not be cause for termination of the tenancy or occupancy rights, if the Lessee or immediate member of the Lessee's family is a victim of that domestic violence, dating violence, or stalking.

B. Notwithstanding subsection (a), or any Federal, State, or local law to the contrary, the Lessor may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease, in order to evict, remove, or terminate occupancy rights of any individual who is a lessee or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.

C. The Lessor may request a certification that an individual is a victim of domestic violence, dating violence or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 50066, or other HUD approved certification form, (ii) a court record, or (iii) documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the

individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse.

D. Nothing in this Section:

1. limits the Lessor from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;
2. limits the Lessor from evicting a lessee for any violation of a lease not premised on the act or acts of violence in question against the Lessee or a member of the Lessee's household, provided that the Lessor does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other lessees in determining whether to evict;
3. limits the Lessor from terminating the tenancy of any lessee if the Lessor can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that lessee is not evicted;
4. supersedes any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

E. All information the Lessor may request to confirm domestic violence, dating violence or stalking victim status, pursuant to federal law, shall be retained in confidence by the Lessor, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:

1. requested or consented to by the individual in writing;
2. required for use in an eviction proceeding; or
3. otherwise required by applicable law.

**D. Recordkeeping Requirements**

A written record of every termination and/or eviction shall be maintained by MHA, and shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

## **IX. Utilities**

In some of MHA's developments, residents may pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by MHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. Utility allowances are not granted to residents paying a Flat rent. [24 CFR § 965 & 966.4 (b)(2)]

### **A. Resident-Paid Utilities**

The following requirements apply to residents living in or applicants being admitted to developments with resident-paid utilities:

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment (income-based rent) is less than the utility allowance, MHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf. The resident will be informed of the amount of the utility reimbursement paid on his/her behalf.
3. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she **shall** sign a third-party notification agreement so that MHA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
6. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

### **B. Excess Utility Charges**

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the MHA. Quarterly the check meters shall be read by the MHA and each tenant charged for any consumption in excess of the utility allowance.
2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

## **X. Flat Rents**

### **A. Flat Rents**

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998. [\[See 24 CFR § 960.253\]](#) Unlike Ceiling rents, which may be developed using several approaches and may not be less than the average cost to operate a unit, Flat Rents are market-based rents. Accordingly, they will vary by unit size and type and also by development location. All residents will be offered the choice of paying an income-based rent or the Flat rent.

### **B. Recertification of Families on Flat Rents**

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements are met.

### **C. Establishing Flat Rents**

Flat rents represent the actual market value of MHA's housing units. Accordingly, MHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood
- Rents of non-assisted rental units in the immediate neighborhood
- Size of MHA's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of MHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at MHA's properties and in the surrounding neighborhood
- Crime in MHA's developments and the surrounding neighborhood
- Quality of local schools serving each MHA development
- Availability of public transportation at each MHA development
- Availability of accessible units for persons with mobility impairments.

### **D. Annual Update of Flat Rents**

Federal rules require MHA to review their Flat Rent structure annually and adjust the rents as needed. Factors such as improvement or decline in the MHA property or the surrounding neighborhood would affect MHA's flat rents at selected developments.

### E. Flat Rent Schedule

\*Flat rents at these properties include utility allowances because MHA pays all utilities directly to

Property		0	1	2	3	4	5	6
		Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm
*Barry Homes		\$462	\$518	\$566				
*Borda Tower		\$462	\$518	\$566				
*Jefferson Square		\$462	\$518	\$566				
*Venson Center		\$462	\$518	\$566				
*College Park Sr. Village			\$545	\$678				
*Latham Terrace Sr. Bldg			\$545	\$678				
*University Place Sr. Bldg			\$545	\$678				
*Magnolia Terrace Sr. Bldg			\$545	\$678				
*Cleaborn Homes			\$446	\$563	\$628	\$722	\$831	
*Foote Homes			\$471	\$574	\$629			
*Montgomery Plaza			\$479	\$580	\$628	\$725	\$835	
*Transitional Houses					\$851			
*Askew Place				\$760	\$860	\$980		
*Fowler Multi-Family				\$740	\$860	\$980		
*Crockett Park Place				\$680	\$820	\$950		
College Park Family I and II			\$540	\$616	\$750	\$897		
Greenlaw Place Apts			\$585	\$680	\$760			
Uptown Square Apts			\$585	\$680	\$840			
Metropolitan Apts			\$600	\$720	\$880			
Uptown Phases I, II & III				\$725	\$850	\$975	\$1100	
Harold E. Ford Villas			\$550	\$620	\$780	\$840		

**MLGW.**

**A. Self-Sufficiency**

It is the policy of Memphis Housing Authority to encourage and support all of its residents in the goal of becoming self-sufficient. In instances where tenant assistance is needed to obtain this goal, the MHA Human Services Department will develop appropriate programs and conduct other measures to assist the tenant to ensure that his/her actions are consistent with and supportive of achieving the goal of becoming self-sufficient.

Memphis Housing Authority will require that all adult residents participate in the seamless service delivery case management program which may include the execution of a Self Reliance Agreement addendum to the Lease.

**B. Self-Sufficiency Mixed Finance and Hope VI Developments**

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR § 960.206(b)(2) and in accordance with current guidelines governing the HOPE VI Redevelopment Program, housing authorities are authorized to establish policies and requirements which promote resident self-reliance at redeveloped sites. Memphis Housing Authority (“MHA”) has established preferences for public housing units developed under the Mixed Finance and HOPE VI Program. The MHA is requiring each applicant to these new units to sign a Self-Reliance Agreement Addendum to the Lease.

## XII. Definitions and Procedures to be used in Determining Income and Rent

### A. Annual Income (24 CFR 5.609)

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property; ***MHA determines the value of savings and checking accounts by including the average balance in an account over a period of six (6) months immediately prior to the income determination period. These average balances will be verified using third party verification procedures.***

If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

### B. Items not included in Annual Income [24 CFR § 5.609(c)]

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

[See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
  - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  - (d) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the MHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
  - (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the MHA;
9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
- [13.](#) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
- [14.](#) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- [15.](#) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- [16.](#) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [[7 USC 2017 \(h\)](#)];
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [[42 USC 5044 \(g\), 5088](#)];

Examples of programs under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
  - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [[43 USC.1626 \(a\)](#)];
  - Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [[25 USC. 459e](#)];
  - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [[42 USC 8624 \(f\)](#)];
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act [[29 USC 1552 \(b\)](#)];
  - Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [[Pub. L. 94-540, 90 States 2503-04](#)];
  - The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims ([25 USC 1407-08](#)), or from funds held in trust for an Indian Tribe by the Secretary of Interior [[25 USC 117b, 1407](#)]; and

- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu].
  - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:
  - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j)).

17. The incremental earnings to an adult resident due to employment in the following circumstances:

- (a) The resident experiences an increase in income due to employment after the resident was unemployed for a year or more;
- (b) The resident experiences an increase in income due to employment while the resident is engaged in a qualifying training program to achieve economic self sufficiency.
- (c) The resident experiences an increase in income due to employment when the resident had, within the previous six months received income, benefits or services from the welfare agency worth at least \$500.

In these circumstances the resident will be eligible for a 12 month exclusion of the incremental increase in income followed by a 12 month exclusion of one half of the incremental increase in income. If the resident moves in and out of employment, the maximum period during which both the full and half exclusion will apply shall not exceed 48 months.

**C. Anticipating Annual Income [24 CFR § 5.609 (d)]**

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

**D. Adjusted Income [24 CFR § 5.611]**

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

## **For All Families**

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by MHA when the expense is incurred to permit education or to seek employment.

2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

3. **Work-related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

## **For elderly and disabled families only:**

4. **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by MHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
- b. For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

5. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.

6. **Optional Deductions/Exemptions:** MHA may choose to amend this policy and grant further exemptions or deductions to families with members who are employed. Any such exemption or deduction would require an amendment of this policy and would be noted here.

**E. Rent Computation: Income-based Rent** [\[24 CFR § 5.628\]](#)

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which will directly to the utility company by the MHA.

2. **Total Tenant Payment is the highest of:**

- **30% of adjusted monthly income;** or
- **10% of monthly income;** but never less than the
- **Minimum Rent**

7. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where the MHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

8. The Minimum Rent shall be \$50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or

**F. Flat Rents**

Flat rents, based on actual market value of units, taking into account unit size, location, age, condition and amenities, will be offered to each resident at initial certification and recertification and each family will make a choice between the income-based rent and the flat rent.

### **XIII. Applicability of Admissions and Continued Occupancy Policy**

The ACOP shall apply to all public housing units receiving funds from the Department Housing & Urban Development (HUD) pursuant to an ACC and managed by Memphis Housing Authority (MHA), or an Agent of MHA or “managed by a private management agent under contract with the development’s owner, if the owner is not MHA.”

### **XIV. Definitions of Terms Used in This Statement of Policies**

1. Accessible dwelling units -- when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § 8.40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. [24 CFR § 8.3]

3. Accessible Route - For persons with mobility impairment, a continuous unobstructed path that complies with space and reaches requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3]

4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3]

5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]

6. Applicant - a person or a family that has applied for admission to housing.

7. Area of Operation - The jurisdiction of the MHA as described in applicable State law and the MHA’s Articles of Incorporation is the City of Memphis.

8. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)

9. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. (24 CFR § 8.3)

10. Care attendant - a person that regularly visits the unit of a MHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by MHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

11. Co-head of household - a household where two persons are held responsible and accountable for the family.

12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. [24 CFR § 5.603]

13. Designated Family - means the category of family for whom MHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families. [24 CFR Part 945]

14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families. [24 CFR Part 945]

15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR § 5.403]

16. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [42 USC 1437a(b)(3)]

17. Displacement Preference – An admission preference awarded to applicants who can document displacement from current housing because:

- Their current dwelling is destroyed or extensively damaged by a natural disaster declared by the President;
- Their current dwelling cannot continue to be occupied because of Governmental Action;
- The family is subject to domestic violence in their current housing.

18. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets (24 CFR § 5.603) in this section.)

19. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR § 5.403]

20. Elderly Person - A person who is at least 62 years of age. [42 USC 1437a(b)(3)]

21. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.

22. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in MHA housing; **OR** two or

more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in MHA housing.

The term family also includes: Elderly family (Definition #18), Near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition #25). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. (24 CFR §§ [5.403](#) and [5.603](#))

Live-in Aides (Definition #26) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

23. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [24 CFR 5.603].

24. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.

25. Individual with Handicaps, Section 504 definition [24 CFR § 8.3] -

Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with handicaps means any person who has:

- (a) A physical or mental impairment that:
  - substantially limits one or more major life activities;
  - has a record of such an impairment;
  - or is regarded as having such an impairment.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (c) Definitional elements:

"physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs;

cardiovascular; reproductive; digestive; genito-urinary; hemic and [lymphatic](#); skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if MHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of MHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- (d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

26. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

27. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by MHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services (24 CFR 5.403).

MHA policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;

- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- (e) A Live-in Aide is a single person.
- (f) A Live-in Aide will be required to meet MHA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

A record of eviction from housing or termination from residential programs.

28. Low-Income Family - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families (42 USC 1437a(b)).

29. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. (24 CFR § 5.603).

30. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

31. Mixed Population Project - means a public housing project for elderly and disabled families. The MHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

32. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. (24 CFR § 8.3)

33. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. (24 CFR § 5.403)

34. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability (42 USC 1437a(b)(3))

35. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR § 5.603]

- (a) Real property (land, houses, mobile homes)

- (b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- (c) Cash value of whole life insurance policies
- (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

36. Newly acquired developments – Any development acquired by the Authority after January 1, 2004.

37. Person with disabilities<sup>21</sup> (42 USC 1437a(b)(3)) means a person<sup>22</sup> who —

- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
- (b) Has a physical, emotional or mental impairment that:
  - Is expected to be of long continued and indefinite duration;
  - Substantially impedes his/her ability to live independently; and,
  - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 15002].

38. Portion of project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. (24 CFR § 945.105)

39. Project, Section 504 - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR § 8.3]

40. Qualified Individual with handicaps, Section 504 - means an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the MHA can demonstrate would result in a fundamental alteration in its nature.

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<sup>21</sup> NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]

<sup>22</sup> A person with disabilities may be a child.

- (a) Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the MHA.
- (b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the MHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. [\[24 CFR § 8.3\]](#)

41. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

42. Spouse - Spouse means the husband or wife of the head of the household.

43. Self-Reliance Agreement (SRA)- It is a written agreement between property management and the public housing resident identifying the self-reliance criteria a public housing resident must meet in order to occupy and continue to live in a public housing unit

44. Tenant Rent - The amount payable monthly by the Family as rent to MHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the MHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance ([24 CFR § 5.603](#) [and 966.4\(b\)](#)).

45. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays and of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. See the definition for Tenant Rent.

46. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. [See 24 CFR Part 40](#). [See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 \(a\)](#).

47. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.

48. Upward Mobility Preference: An admissions preference granted when:

(a) A family can verify employment of an adult member:

(i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of MHA's offer of housing. Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.

(ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.

(iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to MHA and will have their assistance terminated.

(iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work.

(b) A family can verify participation in a job training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program;

The family must notify MHA if it enters such a program while on the waiting list and provide documentation of participation to MHA. MHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

49. Utility Reimbursement - Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment . Since families choosing Flat rents do not receive utility allowances, they also do not receive utility reimbursements.

50. Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development [42 USC 1437a(b)].

**RESOLUTION NO. 3373**

**RESOLUTION APPROVING MHA'S DEVELOPMENT OF A PROPOSED HOUSING DECONCENTRATION POLICY AND ANY NECESSARY CHANGES IN THE AUTHORITY'S ADMISSION POLICY TO IMPLEMENT AND PROMOTE DECONCENTRATION OF PROPERTY.**

**WHEREAS, the Memphis Housing Authority is governed by the rules and regulations of the Department of Housing and Urban Development; and**

**WHEREAS, HUD has required all public housing authority's to develop a policy for implementing the public housing deconcentration policy; and**

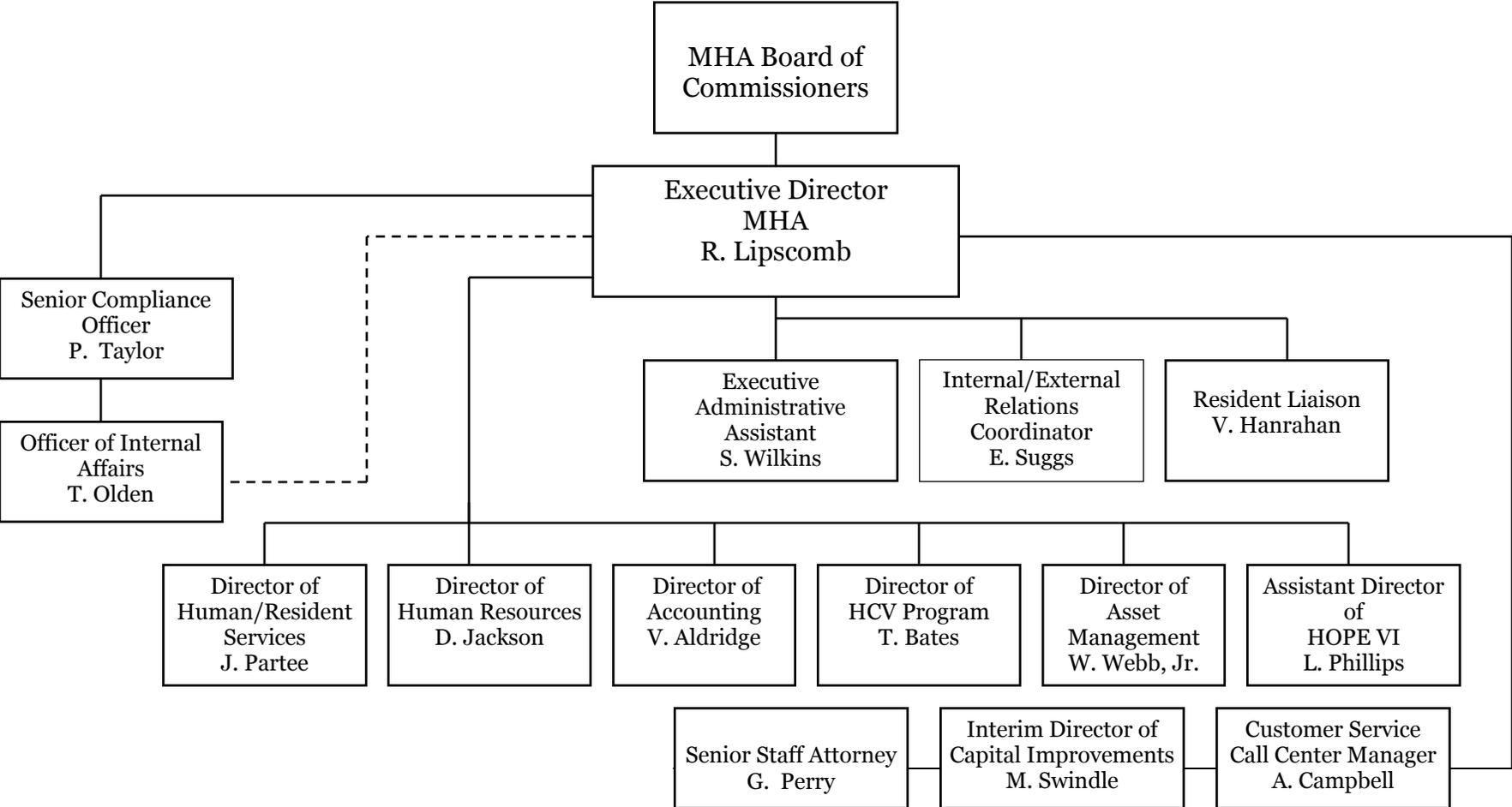
**WHEREAS, the staff has proposed that the following measures be utilized to achieve the deconcentration of poverty in public housing:**

- 1. The authority has established and implemented a work preference in an effort to house working families.**
- 2. The authority will include in its ACOP and agency plan the establishment of flat and ceiling rents in an effort to attract higher income families.**
- 3. The authority will explore efforts to demolish and renovate obsolete units at some of its scattered sites with the possibility of using vouchers or certificates or even establishing a home ownership program to attract higher income families**
- 4. The authority will dedensify its developments to make them safer and more marketable which will help in our efforts of deconcentration.**

**WHEREAS, the Memphis Housing Authority staff will make all necessary changes in the Authority's admission policy to promote deconcentration of poverty in public housing.**

**NOW, THEREFORE, BE IT RESOLVED by the Memphis Housing Authority Board of Commissioners hereby approves the development of a deconcentration policy and changes in the Authority's Admission policy to implement and promote said policy.**

# MEMPHIS HOUSING AUTHORITY ORGANIZATIONAL CHART MHA Executive Staff



# CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development Indian Housing  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part I: Summary		Grant Type and Number		Federal FY of Grant: 2005	
PHA Name: Memphis Housing Authority		Capital Fund Program Grant No: <b>TN43P001501-05</b>		FFY of Grant Approval 2005	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2007 <input type="checkbox"/> Final Performance and Evaluation Report		Replacement Housing Factor Grant No			
Date of CFFP		Total Estimated Cost		Total Actual Cost	
Line No.	Summary by Development Account	Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,365,848.40	1,365,848.40	1,365,848.40	1,365,848.40
3	1408 Management Improvements	548,103.93	548,103.93	548,103.93	548,103.93
4	1410 Administration	682,924.20	682,924.20	682,860.19	682,924.20
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	781,773.37	781,773.37	781,773.37	781,773.37
8	1440 Site Acquisition	28,100	28,100.00	28,100.00	28,100.00
9	1450 Site Improvement				
10	1460 Dwelling Structures	982,467.60	982,467.60	982,467.60	982,467.60
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	37,561.50	37,561.50	37,561.50	32,850.86
14	1485 Demolition	536,235.75	536,235.75	536,235.75	536,235.75

Annual Statement/Performance and Evaluation Report  
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Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
		Original	Revised
		Obligated	Expended
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs	3,944.23	3,944.23
17	1499 Development Activities	1,862,283.02	1,862,283.02
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	6,829,242.00	6,829,242.00
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 21 Related to Security - Soft Costs		
24	Amount of Line 21 Related to Security - Hard Costs		
25	Amount of line 21 Related to Energy Conservation Measures		
Signature of Executive Director		Signature of Public Housing Director	
Date		Date	
7/01/2009			

<b>Part II: Supporting Pages</b>											
PHA Name: Memphis Housing Authority			Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-05</b> Replacement Housing Factor Grant No				Federal FY of Grant: 2005				
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work			
				Original	Revised	Funds Obligated	Funds Expended				
AW	Operations	1406		1,365,848.40	1,365,848.40	1,365,848.40	1,365,848.40	Complete			
AW	Administration, Technical Salaries & Fringes	1410		655,470.08	655,470.08	655,470.08	655,470.08	Complete			
AW	CI Sundry Expenses	1410		27,454.12	27,454.12	27,454.12	27,454.12	Complete			
AW	Computer Software	1408		3,047.50	3,047.50	3,047.50	3,047.50	Complete			
AW	Computer Hardware	1475		37,053.68	37,053.68	37,053.68	32,343.04	In Progress			
AW	Office Equipment/Furniture	1475		507.82	507.82	507.82	507.82	Complete			
AW	Staff Training	1408		69,369.32	69,369.32	69,369.32	69,369.32	Complete			
AW	Resident Training	1408		33,294.43	33,294.43	33,294.43	33,294.43	Complete			
AW	Security Salary/Fringes	1408		422,392.68	422,392.68	422,392.68	422,392.68	Complete			
AW	CSS Coordinator	1408		20,000.00	20,000.00	20,000.00	20,000.00	Complete			
AW	A & E Fees & Costs	1430		781,773.37	781,773.37	781,773.37	781,773.37	Complete			

Part II: Supporting Pages									
PHA Name: Memphis Housing Authority			Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-05</b> Replacement Housing Factor Grant No				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised	Funds Obligated	Funds Expended		
AW	Real Estate Appraisals	1440		28,100.00	28,100.00	28,100.00	28,100.00	Complete	
AW	Relocation	1495		3,944.23	3,944.23	3,944.23	3,944.23	Complete	
TN 1-1 University Place (Formerly Lamar Terrace)	Redevelopment Efforts	1499		1,277,009.68	1,277,009.68	1,277,009.68	1,277,009.68	Complete	
Ford Road	Redevelopment Efforts	1460		585,273.34	585,273.34	585,273.34	585,273.34	Complete	
TN 1-8 Cleaborn Homes	Renovations/Repairs	1460		11,467.40	11,467.40	11,467.40	11,467.40	Complete	
TN 1-13 Barry Towers	Exterior Abatement	1460		680,339.00	680,339.00	680,339.00	680,339.00	Complete	
TN 1-15 Graves Manor	Demolition	1485		536,235.75	536,235.75	536,235.75	536,235.75	Complete	
TN 1-18 Jefferson Square	Roofing Repairs	1460		134,139.40	134,139.40	134,139.40	134,139.40	Complete	
TN 1-23 Borda Towers	Construction (Fire Safety)	1460		6,758.80	6,758.80	6,758.80	6,758.80	Complete	

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-05</b> Replacement Housing Factor Grant No			Federal FY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-23 Borda Towers	Construction	1460		149,763.00	149,763.00	149,763.00	149,763.00	Complete
TN 1-51 Askew Place	Construction	1460						Item Deleted

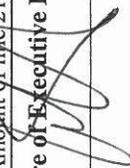
**Part III: Implementation Schedule for  
Capital Fund Financing Program**  
PHA Name: Memphis Housing Authority

		Grant Type and Number Capital Fund Program No: <b>TN43P001501-05</b> Replacement Housing Factor No:		Federal FY of Grant: 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original	Revised	Original	Revised	
TN 1-1 University Place	Aug-07		Aug-09		
TN 1-08 Cleaborn Homes	Aug-07		Aug-09		
TN 1-13 Barry Towers	Aug-07		Aug-09		
TN 1-14 Venson Center	Aug-07		Aug-09		
TN 1-15 Graves Manor	Aug-07		Aug-09		
TN 1-21 Montgomery Plaza	Aug-07		Aug-09		
TN 1-23 Borda Towers	Aug-07		Aug-09		

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development Indian Housing  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43P001501-06</b>	Federal FY of Grant: 2006
PHA Name: Memphis Housing Authority			
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2007 <input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
		Original	Revised
		Obligated	Expended
1	Total non-CFP Funds		
2	1406 Operations	1,169,190.40	1,169,190.40
3	1408 Management Improvements	1,098,691.30	1,098,691.30
4	1410 Administration	584,595.20	584,595.20
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs	262,000.00	262,000.00
8	1440 Site Acquisition		
9	1450 Site Improvement	8,800.00	8,800.00
10	1460 Dwelling Structures	1,044,801.37	1,044,801.37
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Non-dwelling Structures	13,000.00	13,000.00
13	1475 Non-dwelling Equipment	100,000.00	100,000.00
14	1485 Demolition	1,020,323.25	1,020,323.25
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs	0	0
17	1499 Development Activities	717,263.48	717,263.48
18a	1501 Collateralization or Debt Service		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		

<b>Part I: Summary</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>TN43P001501-06</b> Replacement Housing Factor Grant No: <b>TN43P001501-06</b>	<b>Federal FY of Grant:</b> 2006
<b>PHA Name:</b> Memphis Housing Authority		<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2007 <input type="checkbox"/> Final Performance and Evaluation Report	
<b>Summary by Development Account</b>		<b>Total Estimated Cost</b>	<b>Total Actual Cost</b>
<b>Line No.</b>		<b>Original</b>	<b>Obligated</b>
19	1502 Contingency		Expended
20	Amount of Annual Grant: (sum of lines 2 – 19)	6,018,665.00	5,833,030.40
21	Amount of line 21 Related to LBP Activities	6,018,665.00	
22	Amount of line 21 Related to Section 504 Activities		
23	Amount of line 21 Related to Security – Soft Costs		
24	Amount of Line 21-Related to Security – Hard Costs		
25	Amount of line 21 Related to Energy Conservation Measures		
<b>Signature of Executive Director</b>		<b>Signature of Public Housing Director</b>	<b>Date</b>
			07/01/2009

Part II: Summary										
PHA Name: Memphis Housing Authority										
Capital Fund Program Grant No: <b>TN43P001501-06</b>										
Replacement Housing Factor Grant No:										
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	Federal FY of Grant: 2006	
				Original	Revised	Funds Obligated	Funds Expended		Funds Obligated	Funds Expended
AW	Operations	1406		1,169,190.40	1,169,190.40	1,169,190.40	1,169,190.40	Complete		
AW	Administration, Technical Salaries & Fringes	1410		563,635.21	563,635.21	563,635.21	563,635.21	Complete		
AW	CI Sundry Expenses	1410		20,959.99	20,959.99	20,959.99	16,326.19	In Progress		
AW	Computer Software	1408		550,000.00	550,000.00	550,000.00	372,320.66	Planned		
AW	Computer Hardware	1475		100,000.00	100,000.00	100,000.00	100,000.00	Planned		
AW	Staff Training	1408		135,818.78	135,818.78	135,818.78	135,818.78	Complete		
AW	Resident Training	1408		8,036.67	8,036.67	8,036.67	8,036.67	Complete		
AW	Security Salary/Fringes	1408		381,422.42	381,422.42	381,422.42	381,401.05	In Progress		
AW	A & E Fees & Costs	1430		262,000.00	262,000.00	262,000.00	261,820.84	In Progress		
AW	Acquisitions	1499								
AW	Central Office Repairs	1470								

<b>Part II: Summary</b>											
PHA Name: Memphis Housing Authority											
Capital Fund Program Grant No: <b>TN43P001501-06</b>											
Replacement Housing Factor Grant No: <b>TN43P001501-06</b>											
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	Federal FY of Grant: 2006		
				Original	Revised	Funds Obligated	Funds Expended		Funds Obligated	Funds Expended	
TN 1-02 Foote Homes	Repairs	1460		2,451.05	2,451.05	2,451.05	2,451.05	Complete			
TN 1-08 Cleaborn Homes	Repairs	1460		102,336.14	102,336.14	102,336.14	99,215.21	In Progress			
TN 1-9 Dixie Homes	Temporary Fencing	1450		8,800.00	8,800.00	8,800.00	8,800.00	Complete			
TN 1-9 Dixie Homes	Austin Park	1499		500,000.00	500,000.00	500,000.00	500,000.00	Planned			
TN 1-9 Dixie Homes	Debt Service Contingency	1502		0	0						
TN 1-13 Barry Tower	Roofing	1460		136,300.00	136,300.00	136,300.00	136,300.00	Complete			
TN 1-13 Barry Tower	Exterior Abatement	1460		286,680.17	286,680.17	286,680.17	286,680.17	In Progress			
TN 1-15 Graves Manor	Demolition	1485		1,020,323.25	1,020,323.25	1,020,323.25	1,020,323.25	Complete			

<b>Part II: Summary</b>											
PHA Name: Memphis Housing Authority											
Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-06</b>											
Replacement Housing Factor Grant No: <b>TN43P001501-06</b>											
Development Number Name/HIA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost			Total Actual Cost		Status of Work		
				Original	Revised	Funds Obligated	Funds Expended				
TN 1-18 Jefferson Square	Roofing Repairs	1460		48,986.60	48,986.60	48,986.60	48,986.60	Complete			
TN 1-21 Montgomery Plaza	Landscaping	1450	0	0	0			Planned			
TN 1-21 Montgomery Plaza	Unit Repairs	1460		12,108.74	12,108.74	12,108.74	12,108.74	Complete			
TN 1-21 Montgomery Plaza	Window Door Repl	1460		455,484.77	455,484.77	455,484.77	593,683.57	Complete			
	Adm Bldg Repl	1470		13,000.00	13,000.00	13,000.00	13,000.00	Complete			
TN 1-23 Borda Towers	Exterior Abatement	1460		453.90	453.90	453.90	453.90	Complete			
TN 1-60 University Terrace	Redevelopment Efforts	1499		222,990.32	222,990.32	222,990.32	222,990.32	In Progress			

**Part II: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43P001501-06</b>		Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work
				Original	Funds Obligated	
				Revised	Funds Expended	
TN 1-60 University Terrace	Redevelopment Efforts	1499		-5726.94	-5726.94	In Progress
				-5726.94	-5726.84	

<b>Part III: Implementation</b>									
PHA Name: Memphis Housing Authority			Grant Type and Number Capital Fund Program No:			Federal FY of Grant: 2006			
Development Number Name/HA-Wide Activities			All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual			
Administration & Planning	Jul-08			Jul-10					
TN 1-9 Dixie Homes	Jul-08			Jul-10					
TN 1-11 Cleaborn Homes	Jul-08			Jul-10					
TN 1-13 Barry Towers	Jul-08			Jul-10					
TN 1-15 Graves Manor	Jul-08			Jul-10					
TN 1-21 Montgomery Plaza	Jul-08			Jul-10					
TN 1-23 Borda Towers	Jul-08			Jul-10					

# CAPITAL FUND PROGRAM TABLES START HERE

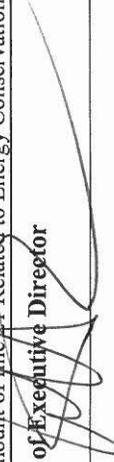
Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development Indian Housing  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part I: Summary			
PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-06</b>	Federal FY of Grant: 2006	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
		Original	Revised
		Obligated	Expended
1	Total non-CFP Funds		
2	1406 Operations		
3	1408 Management Improvements		
4	1410 Administration		
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs		
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures		
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment		
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities	3,589,598.00	3,589,598.00
18a	1501 Collateralization or Debt Service paid by the PHA		1,865,677.07

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development Indian Housing  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-06</b>	Federal FY of Grant: 2006
PHA Name: Memphis Housing Authority			
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
		Original	Revised
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		Obligated
19	1502 Contingency (may not exceed 8% of line 20)		Expended
20	Amount of Annual Grant: (sum of lines 2 – 19)	3,589,598.00	
21	Amount of line 21 Related to LBP Activities		3,589,598.00
22	Amount of line 21 Related to Section 504 Activities		
23	Amount of line 21 Related to Security – Soft Costs		
24	Amount of Line 21 Related to Security – Hard Costs		
25	Amount of line 21 Related to Energy Conservation Measures		1,865,677.07
Signature of Executive Director		Signature of Public Housing Director	Date
			07/01/2009

**Part II: Supporting Pages**

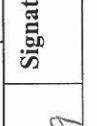
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-06</b>			Federal FY of Grant: 2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-20 Horn Lake	Redevelopment Efforts	1499		3,589,598.00		3,589,598.00	1,865,677.07	Planned

**Part III: Implementation Schedule**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No:		Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
Original	Revised	Actual	Original	Revised	Actual	
TN 1-20 Horn Lake	Jul-08		Jul-10			

<b>Part I: Summary</b>		<b>Grant Type and Number</b>		<b>Federal FY of Grant:</b>
<b>PHA Name:</b> Memphis Housing Authority		<b>Capital Fund Program Grant No: TN43P001501-07</b>		<b>2007</b>
		<b>Replacement Housing Factor Grant No:</b>		
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report				
<b>Line No.</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>
		<b>Original</b>	<b>Revised</b>	<b>Obligated</b>
				<b>Expended</b>
1	Total non-CFP Funds			
2	1406 Operations	566,821.90	566,821.90	566,821.90
3	1408 Management Improvements	100,000.00	100,000.00	99,656.25
4	1410 Administration	566,821.90	566,821.90	548,479.86
5	1411 Audit			
6	1415 Liquidated Damages			
7	1430 Fees and Costs	777,575.00	757,575.00	7087,360.95
8	1440 Site Acquisition	20,000.00	29,500.00	29,500.00
9	1450 Site Improvement	500,000.00	879,443.17	879,443.17
10	1460 Dwelling Structures	787,000.00	375,057.03	298,976.47
11	1465.1 Dwelling Equipment—Nonexpendable			
12	1470 Non-dwelling Structures	0	43,000.00	1,716.00
13	1475 Non-dwelling Equipment	0		
14	1485 Demolition			
15	1492 Moving to Work Demonstration			
16	1495.1 Relocation Costs	50,000.00	50,000.00	7,200.00
17	1499 Development Activities	2,300,000.00	2,300,000.00	2,300,000.00
18a	1501 Collateralization or Debt Service paid by the PHA			
18ba	9000 Collateralization or Debt Service paid Via System			

**Part I: Summary**

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-07</b> Replacement Housing Factor Grant No:	Federal FY of Grant: 2007
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report		
Line No.	Summary by Development Account	Total Estimated Cost
19	1502 Contingency (may not exceed 8% of line 20)	Expended
20	Amount of Annual Grant: (sum of lines 2 – 19)	Obligated
21	Amount of line 21 Related to LBP Activities	Revised
22	Amount of line 21 Related to Section 504 Activities	Original
23	Amount of line 21 Related to Security – Soft Costs	5,668,219.00
24	Amount of Line 21 Related to Security – Hard Costs	5,668,219.00
25	Amount of line 21 Related to Energy Conservation Measures	5,444,908.57
Signature of Executive Director		Total Actual Cost
		Signature of Public Housing Director
Date		Date
07/01/2009		2,799,458.92

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-07</b> Replacement Housing Factor Grant No:			Federal FY of Grant: 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Operations	1406		566,821.90	566,821.90	566,821.90	566,821.90	Planned
AW	Management Fee for COCC	1410		536,821.90	536,821.90	536,821.90	536,821.90	Planned
AW	CI Sundry Expenses	1410		30,000.00	30,000.00	18,246.98	11,657.96	Planned
AW	Staff Training	1408		58,277.46	74,635.49	73,456.69	74,291.74	Planned
AW	Resident Training	1408		41,722.54	25,364.51	25,364.51	25,364.51	Planned
AW	A & E Fees & Costs	1430		339,625.07	262,915.45	212,701.40	82,184.40	Planned
AW	Construction Oversight/Supervision	1430		437,949.93	494,659.55	494,659.55	494,659.55	Planned
AW	Real Estate Appraisals	1440		20,000.00	29,500.00	29,500.00	29,500.00	Planned
AW	Relocation	1495		50,000.00	50,000.00	7,200.00	1,795.00	Planned
TN 1-2R Foote Homes	Renovation/Repairs	1460		0				Planned

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-07</b> Replacement Housing Factor Grant No:			Federal FY of Grant: 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-14 Venson Center	Renovations/Repairs	1460		0	10,234.00	9,450.00		
TN 1-21 Montgomery Plaza	Site Improvements	1450		500,000.00	879,443.17	879,443.17	687,782.00	Planned
	Non-dwelling Structures	1470		0	25,000.00	1,716.00	1,716.00	
	Renovations/Repairs	1460		711,640.00	269,073.83	193,777.27	191,114.76	
TN 1-23 Borda Towers	Renovations/Repairs	1460		75,360.20	0			Planned
TN 1-49 Uptown Rental Phase I	Security Doors	1460		21,590.74	21,590.74	21,590.74		
TN 1-58 Uptown Homes	Security Doors	1460		39,435.08	39,435.08	39,435.08		
TN 1-59 Uptown Homes Phase IV	Security Doors	1460		34,723.38	34,723.38	34,723.38		

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-07</b> Replacement Housing Factor Grant No:			Federal FY of Grant: 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Central Office		1470		18,000.00				
TN 1-TBD Hornlake	Redevelopment Activities	1499		1,800,000.00	1,800,000.00	1,800,000.00		
TN 1-TBD Dixie Offsite	Redevelopment Activities	1499		500,000.00	500,000.00	500,000.00		

**Part III: Implementation Schedule for Capital Fund Financing Program**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: <b>TN43P001501-07</b>		Federal FY of Grant: 2007	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original	Revised	Original	Revised	
AW	Sept-09		Sept-11		
TN 1-2R Foote Homes	Sept-09		Sept-11		
TN 1-14 Venson Center	Sept-09		Sept-11		
TN 1-15 Graves Manor	Sept-09		Sept-11		
TN 1-21 Montgomery Plaza	Sept-09		Sept-11		
TN 1-23 Borda Towers	Sept-09		Sept-11		

## CAPITAL FUND PROGRAM TABLES START HERE

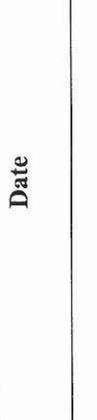
Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development Indian Housing  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-07</b>	Federal FY of Grant: 2007		
PHA Name: Memphis Housing Authority					
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities	3,936,164.00			

**Part I: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-07</b>		Federal FY of Grant: 2007	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Summary by Development Account		Total Estimated Cost		Total Actual Cost	
Line No.		Original	Revised	Obligated	Expended
18a	1501 Collateralization or Debt Service				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 20)	<b>3,936,164.00</b>			
21	Amount of line 21 Related to LBP Activities				
22	Amount of line 21 Related to Section 504 Activities				
23	Amount of line 21 Related to Security – Soft Costs				
24	Amount of Line 21 Related to Security – Hard Costs				
25	Amount of line 21 Related to Energy Conservation Measures				

Signature of Executive Director 	Signature of Public Housing Director
Date 07/01/2009	Date

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No:			Federal FY of Grant: 2007		
Replacement Housing Factor Grant No: <b>TN43R001501-07</b>		Dev. Acct No.	Quantity	Total Estimated Cost	Total Actual Cost		Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories			Original	Revised	Funds Obligated	Funds Expended
TN 1-15 Graves Manor	Redevelopment Efforts	1499		3,936,164.00			

**Part III: Implementation Schedule for Capital Fund Financing Program**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No:		Federal FY of Grant: 2007	
Replacement Housing Factor No: TN43R001501-07		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		Original	Revised	Actual
	Original	Revised	Actual	Original	Revised
TN 1-15 Graves Manor	Sept-09			Sept-11	

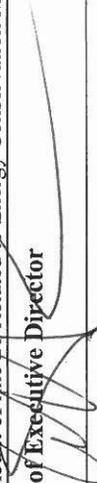
# CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development Indian Housing  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001502-07</b>	Federal FY of Grant: 2007
PHA Name: Memphis Housing Authority			
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
		Original	Revised
1	Total non-CFP Funds		Obligated
2	1406 Operations		Expended
3	1408 Management Improvements		
4	1410 Administration		
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs		
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures		
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment		
14	1485 Demolition		
15	1492 Moving to Work Demonstration		

**Part I: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001502-07</b>		Federal FY of Grant: 2007
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report				
Summary by Development Account		Total Estimated Cost		Total Actual Cost
Line No.	Description	Original	Revised	Expended
16	1495.1 Relocation Costs			
17	1499 Development Activities	1,045,381.00		
18a	1501 Collateralization or Debt Service			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment			
19	1502 Contingency			
20	Amount of Annual Grant: (sum of lines 2 – 19)	<b>1,045,381.00</b>		
21	Amount of line 21 Related to LBP Activities			
22	Amount of line 21 Related to Section 504 Activities			
23	Amount of line 21 Related to Security – Soft Costs			
24	Amount of Line 21 Related to Security – Hard Costs			
25	Amount of line 21 Related to Energy Conservation Measures			
Signature of Executive Director 		Date 07/01/2009		Signature of Public Housing Director  Date

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No:			Federal FY of Grant: 2007			
Replacement Housing Factor Grant No: TN43R001502-07		Dev. Acct No.		Quantity	Total Estimated Cost		Total Actual Cost	Status of Work
Development Number Name/HA-Wide Activities	General Description of Major Work Categories				Original	Revised	Funds Obligated	Funds Expended
TN 1-XX New Chicago	Redevelopment Efforts	1499			1,045,381.00			

**Part III: Implementation Schedule**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No:		Federal FY of Grant: 2007	
Replacement Housing Factor No: TN43R001502-07		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		
	Original	Revised	Original	Revised	
TN 1-XX New Chicago	Sept-09		Sept-11		

**CAPITAL FUND PROGRAM TABLES START HERE**

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development Indian Housing  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43P001501-08</b>	<b>Federal FY of Grant:</b> 2008		
PHA Name: Memphis Housing Authority					
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
<b>Line No.</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>	
		<b>Original</b>	<b>Revised</b>	<b>Obligated</b>	<b>Expended</b>
1	Total non-CFP Funds				
2	1406 Operations	499,238.00	499,238.00	499,238.00	374,428.50
3	1408 Management Improvements	100,000.00	100,000.00	99,640.71	88,798.86
4	1410 Administration	499,238.00	499,238.00	490,246.34	368,540.08
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	777,575.00	777,575.00	247,260.53	228,960.85
8	1440 Site Acquisition	20,000.00	20,000.00	4,500.00	0.00
9	1450 Site Improvement	541,516.00	541,516.00	126,170.39	121,730.07
10	1460 Dwelling Structures	1,345,703.00	1,345,703.00	618,216.300	6,775.19

**Part I: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43P001501-08</b>		Federal FY of Grant: 2008	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Summary by Development Account		Total Estimated Cost		Total Actual Cost	
Line No.		Original	Revised	Obligated	Expended
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Renovations/Repairs	0			
13	1475 Non-dwelling Equipment	122,600.00	122,600.00	0.00	0.00
14	1485 Demolition	786,510.00	786,510.00	0.00	0.00
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	300,000.00	300,000.00	40,880.00	29,006.50
17	1499 Development Activities				
18	1501 Collateralization or Debt Service				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2 – 19)	<b>4,992,380.00</b>	<b>4,992,380.00</b>	<b>2,126,152.27</b>	<b>1,218,240.05</b>
21	Amount of line 21 Related to LBP Activities				
22	Amount of line 21 Related to Section 504 Activities				
23	Amount of line 21 Related to Security – Soft Costs				
24	Amount of Line 21 Related to Security – Hard Costs				
25	Amount of line 21 Related to Energy Conservation Measures				
Signature of Executive Director		Date 07/01/2009		Signature of Public Housing Director Date	

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-08</b> Replacement Housing Factor Grant No:			Federal FY of Grant: 2008			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Operations	1406		499,238.00	499,238.00	499,238.00	374,428.50	
AW	Staff Training	1408		69,995.32	69,995.32	69,636.03	59,853.19	
AW	Resident Training	1408		30,004.68	30,004.68	30,004.68	28,945.67	
AW	CSS Operations	1408		0				
AW	Management Fee	1410		479,238.00	479,238.00	479,238.00	359,428.50	
AW	CI Sundry Expenses	1410		20,000.00	20,000.00	11,008.34	9,111.58	
AW	A & E Fees & Costs	1430		515,575.00	515,575.00	43,082.66	24,782.98	
AW	Construction Oversight/Supervision	1430		262,000.00	262,000.00	204,177.87	204,177.87	
AW	Real Estate Appraisals	1440		20,000.00	20,000.00	4,500.00	0.00	
AW	Relocation	1495		300,000.00	300,000.00	40,880.00	29,006.50	
AW	Debt Service (33%)	1502		0				Planned
TN 1-2 Foote Homes	Unit Repairs	1460		60,000.00	60,000.00			

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-08</b> Replacement Housing Factor Grant No:				Federal FY of Grant: 2008		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-8 Cleaborn Homes	Site Improvements	1450		357,557.61	357,557.61			
TN 1-8 Cleaborn Homes	Renovations/Repairs	1460		1,075,703	1,075,703	589,993		
TN 1-8 Cleaborn Homes	Non-dwelling Equipment	1475		122,600	122,600			
TN 1-8 Cleaborn Homes	Demolition	1485		786,510	786,510			
TN 1-13 Barry Homes	Renovations/Repairs	1460		7,000.00	7,000	7,000	6,775.19	
TN 1-14 Venson Center	Security Gates and Cameras	1460		20,000	20,000			
TN 1-21 Montgomery Plaza	Site Improvements	1450		123,958.39	123,958.39	123,958.39	121,730.07	

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-08</b> Replacement Housing Factor Grant No:			Federal FY of Grant: 2008			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Renovations/Repairs	1460		143,000.00	143,000.00	21,223.30		
TN 1-51 Askew Place	Irrigation System	1450		25,000.00	25,000.00			
TN 1-51 Askew Place	Storm Doors	1460		30,000.00	30,000.00			
TN 1-55 Fowler Multi-Family	Drainage Grading	1450		15,000.00	15,000.00	2,212.00		
TN 1-55 Fowler Multi-Family	Storm Doors	1460		30,000.00				

**Part III: Implementation Schedule**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No:		Federal FY of Grant: 2008	
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)	
Replacement Housing Factor No: <b>TN43P001501-08</b>		Reasons for Revised Target Dates			
Original	Revised	Actual	Original	Revised	Actual
TN 1-XX New Chicago	Jul-09		Jul-11		

<b>Part I: Summary</b>		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-08</b>	Federal FY of Grant: 2008
PHA Name: Memphis Housing Authority			
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost
		Original	Obligated
		Revised	Expended
1	Total non-CFP Funds		
2	1406 Operations		
3	1408 Management Improvements		
4	1410 Administration		
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs		
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures		
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment		
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities	3,393,109.00	
18a	1501 Collateralization or Debt Service		

**Part I: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-08</b>		Federal FY of Grant: 2008	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Summary by Development Account		Total Estimated Cost		Total Actual Cost	
Line No.		Original	Revised	Obligated	Expended
18ba	Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	3,393,109.00			
21	Amount of line 21 Related to LBP Activities				
22	Amount of line 21 Related to Section 504 compliance				
23	Amount of line 21 Related to Security – Soft Costs				
24	Amount of Line 21 Related to Security – Hard Costs				
25	Amount of line 21 Related to Energy Conservation Measures				

Signature of Executive Director \_\_\_\_\_ Date 07/01/2009 Signature of Public Housing Director \_\_\_\_\_ Date \_\_\_\_\_



### Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No:		Federal FY of Grant: 2008	
Replacement Housing Factor No: <b>TN43R001501-08</b>		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		Original	Revised	Actual
	Original	Revised	Actual	Original	Revised
	Jul-09			Jul-11	

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development Indian Housing  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

<b>Part I: Summary</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001502-08</b>	<b>Federal FY of Grant:</b> 2008
<b>PHA Name:</b> Memphis Housing Authority			
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report			
<b>Line No.</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>	
		<b>Original</b>	<b>Revised</b>
		<b>Obligated</b>	<b>Expended</b>
		<b>Total Actual Cost</b>	
1	Total non-CFP Funds		
2	1406 Operations		
3	1408 Management Improvements		
4	1410 Administration		
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs		
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures		
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment		
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities	2,089,312.00	
18a	1501 Collateralization or Debt Service paid by the PHA		

<b>Part I: Summary</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001502-08</b>		<b>Federal FY of Grant:</b> 2008	
PHA Name: Memphis Housing Authority		<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report			
Summary by Development Account		Total Estimated Cost		Total Actual Cost	
Line No.		Original	Revised	Obligated	Expended
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	2,089,312.00			
21	Amount of line 21 Related to LBP Activities				
22	Amount of line 21 Related to Section 504 Activities				
23	Amount of line 21 Related to Security – Soft Costs				
24	Amount of Line 21 Related to Security – Hard Costs				
25	Amount of line 21 Related to Energy Conservation Measures				
Signature of Executive Director		Date		Signature of Public Housing Director	
		07/01/2009			

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No:			Federal FY of Grant: 2008			
		Replacement Housing Factor Grant No: <b>TN43R001502-08</b>						
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
Chicago	Redevelopment Efforts	1499		2,089,312.00				

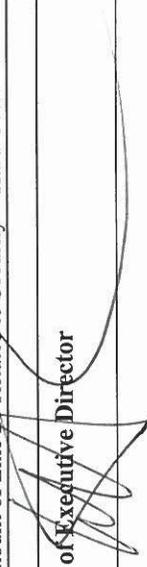
**Part III: Implementation Schedule**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No:		Federal FY of Grant: 2008		
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		
Replacement Housing Factor No: <b>TN43R001502-08</b>		Reasons for Revised Target Dates				
	Original	Revised	Actual	Original	Revised	Actual
TN 1- XX New Chicago	Jul-09			Jul-11		

**Part I: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43P001501-09</b>		Federal FY of Grant: 2009	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report		Total Estimated Cost			Total Actual Cost
Line No.	Summary by Development Account	Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	499,238.00			
3	1408 Management Improvements	100,000.00			
4	1410 Administration	519,238.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	762,000.00			
8	1440 Site Acquisition	20,000.00			
9	1450 Site Improvement	786,904.00			
10	1460 Dwelling Structures	805,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Renovations/Repairs	150,000.00			
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	300,000.00			
17	1499 Development Activities	1,050,000.00			
18a	1501 Collateralization or Debt Service paid by the PHA				

**Part I: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43P001501-09</b>		Federal FY of Grant: 2009
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report				
Summary by Development Account		Total Estimated Cost		Total Actual Cost
Line No.		Original	Revised	Obligated
18ba	9000 Collateralization or Debt Service paid Via System of Direct			Expended
19	1502 Contingency (may not exceed 8% of line 20)			
20	Amount of Annual Grant: (sum of lines 2 - 19)	<b>4,992,380.00</b>		
21	Amount of line 21 Related to LBP Activities			
22	Amount of line 21 Related to Section 504 Activities			
23	Amount of line 21 Related to Security - Soft Costs			
25	Amount of Line 21 Related to Security - Hard Costs			
Signature of Executive Director		Date		Signature of Public Housing Director
		07/01/2009		
				Date

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-09</b> Replacement Housing Factor Grant No:			Federal FY of Grant: 2009			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Operations	1406		499,238.00				
AW	Staff Training	1408		50,000.00				
AW	Resident Training	1408		50,000.00				
AW	CSS Operations	1408		0				
AW	Management Fee	1410		499,238.00				
AW	CI Sundry Expenses	1410		20,000.00				
AW	A & E Fees & Costs	1430		500,000.00				

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-09</b> Replacement Housing Factor Grant No:				Federal FY of Grant: 2009		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Construction Oversight/Supervision	1430		262,000.00				
AW	Real Estate Appraisals	1440		20,000.00				
AW	Renovations/Repairs	1470		20,000.00				
AW	Relocation	1495		300,000.00				
AW	Debt Service (33%)	1502						Planned
TN 1-2 Foote Homes	Unit Repairs	1460		50,000.00				
	Roofing	1460		200,000.00				
TN 1-8 Cleaborn Homes	Unit Repairs	1460		200,000.00				
	Site Improvement	1450		85,000.00				
TN 1-13 Barry Towers	Unit Repairs	1460		30,000.00				
TN 1-14 Venson Center	Unit Repairs	1460		15,000.00				

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-09</b> Replacement Housing Factor Grant No:			Federal FY of Grant: 2009			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-18 Jefferson Square	Unit Repairs	1460		30,000.00				Planned
TN 1-21 Montgomery Plaza	Site Improvements	1450		701,904.00				
	Dwelling Structures	1460		100,000.00				
TN 1-23 Borda Towers	Roofing	1460		150,000.00				Planned
	Unit Repairs	1460		30,000.00				
College Park Community Building	Prep and Paint Interior and Exterior	1470		130,000.00				
	Acquisitions	1499		1,050,000.00				

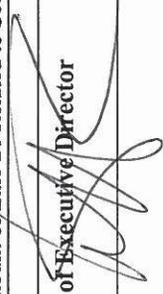
### Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No:		Federal FY of Grant: 2009		
Development Number Name/HA-Wide Activities		All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
Original	Revised	Actual	Original	Revised	Actual	
Administration & Planning	Jul-11		Jul-13			
TN 1-9 Dixie Homes	Jul-11		Jul-13			
TN 1-11 Cleaborn Homes	Jul-11		Jul-13			
TN 1-13 Barry Towers	Jul-11		Jul-13			
TN 1-15 Graves Manor	Jul-11		Jul-13			
TN 1-21 Montgomery Plaza	Jul-11		Jul-13			
TN 1-23 Borda Towers	Jul-11		Jul-13			

**Part I: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-09</b>	Federal FY of Grant: 2009		
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.		Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities				
18a	1501 Collateralization or Debt Service paid by the PHA	3,393,109.00			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				

**Part I: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-09</b>	Federal FY of Grant: 2009
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report			
Summary by Development Account		Total Estimated Cost	Total Actual Cost
Line No.		Original	Obligated
19	1502 Contingency (may not exceed 8% of line 20)		Expended
21	Amount of Annual Grant: (sum of lines 2 – 19)	3,393,109.00	
22	Amount of line 21 Related to LBP Activities		
23	Amount of line 21 Related to Section 504 compliance		
24	Amount of line 21 Related to Security – Soft Costs		
25	Amount of Line 21 Related to Security – Hard Costs		
Signature of Executive Director		Signature of Public Housing Director	Date
			07/01/2009

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-09</b>			Federal FY of Grant: 2009		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost	Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended
TN 1-XX Graves Manor	Redevelopment Efforts	1499		3,393,109.00			

**Part III: Implementation Schedule**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No:		Federal FY of Grant: 2009	
Replacement Housing Factor No: TN43R001501-09		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		
	Original	Revised	Original	Revised	
TN 1- XX Graves Manor	Jul-11		Jul-13		

**Part I: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001502-09</b>		Federal FY of Grant: 2009		
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report		Total Estimated Cost				Total Actual Cost
Line No.	Summary by Development Account	Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations					
3	1408 Management Improvements					
4	1410 Administration					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures					
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities	2,089,312.00				
18a	1501 Collateralization or Debt Service paid by the PHA					

**Part I: Summary**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001502-09</b>		Federal FY of Grant: 2009	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Summary by Development Account		Total Estimated Cost		Total Actual Cost	
Line No.		Original	Revised	Obligated	Expended
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	<b>2,089,312.00</b>			
21	Amount of line 21 Related to LBP Activities				
22	Amount of line 21 Related to Section 504 Activities				
23	Amount of line 21 Related to Security – Soft Costs				
24	Amount of Line 21 Related to Security – Hard Costs				
25	Amount of line 21 Related to Energy Conservation Measures				
Signature of Executive Director		Signature of Public Housing Director		Date	

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN43R001502-09</b>			Federal FY of Grant: 2009			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-XX New Chicago	Redevelopment Efforts	1499		2,089,312.00				

**Part III: Implementation Schedule**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No:		Federal FY of Grant: 2009	
Replacement Housing Factor No: <b>TN43R001502-09</b>		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		
	Original	Revised	Original	Revised	
TN 1 - XX New Chicago	Jul-11		Jul-13		

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part I: Summary		FFY of Grant: 2009 FFY of Grant Approval: 2009	
PHA Name:		Grant Type and Number Capital Fund Program Grant No: TN43S00150109 Replacement Housing Factor Grant No: 2009 Date of CFFP:	
Type of Grant		<input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost Revised <sup>2</sup>	Total Actual Cost <sup>1</sup> Expended
1	Total non-CFP Funds	Original	
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		
3	1408 Management Improvements	\$385,400	
4	1410 Administration (may not exceed 10% of line 21)	\$1,325,903	
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs	\$500,000	
8	1440 Site Acquisition		
9	1450 Site Improvement	\$ 80,000	
10	1460 Dwelling Structures	\$1,911,000	
11	1465.1 Dwelling Equipment—Nonexpendable	\$215,000	
12	1470 Non-dwelling Structures	\$5,000	
13	1475 Non-dwelling Equipment	\$368,600	
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities <sup>4</sup>	\$8,241,527	

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part I: Summary		FFY of Grant: 2009	
PHA Name: Memphis Housing Authority		FFY of Grant Approval: 2009	
Grant Type and Number Capital Fund Program Grant No: TN43S00150109 Replacement Housing Factor Grant No: Date of CFPP:			
Type of Grant		Revised Annual Statement (revision no: )	
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Revised	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report	
<input type="checkbox"/> Reserve for Disasters/Emergencies			
Summary by Development Account		Total Actual Cost <sup>1</sup>	
Line		Original	Expended
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)	\$226,600	
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$13,259,030	
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director		Signature of Public Housing Director	
Date		Date	
6/7/01/2009			

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN43S00150109 CFFP (Yes/ No): Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
TN 1-2 Foote Homes	Site Improvements	1450		\$50,000				Planned
TN 1-2 Foote Homes	Unit Repairs	1460		\$500,000				Planned
TN 1-8 Cleaborn	Site Improvements	1450		\$30,000				Planned
TN 1-8 Cleaborn	Unit Repairs	1460		\$130,000				Planned
TN 1-13 Barry Towers	Unit Repairs	1460		\$80,000				Planned
TN 1-13 Barry Towers	Dwelling Equipment	1465.1		\$50,000				Planned
TN 1-14 Venson Center	Unit Repairs	1460		\$150,000				Planned
TN 1-14 Venson Center	Dwelling Equipment	1465.1		\$55,000				Planned
TN 1-18 Jefferson Square	Dwelling Equipment	1465.1		\$55,000				Planned
TN 1-21 Montgomery Plaza	Unit Repairs	1460		\$256,000				Planned
TN 1-23 Borda Towers	Unit Repairs	1460		\$240,000				Planned
TN 1-23 Borda Towers	Dwelling Equipment	1465.1		\$55,000				Planned

CC 540 College Park Community Bldg	Non-dwelling Structures	1470			\$5,000			Planned
CC 540 College Park Community Bldg	Non-dwelling Equipment	1475			\$55,000			Planned
TN 1-46 College Park Family II	Unit Repairs	1460			\$555,000			Planned
AW	Administration	1410			\$1,325,903			Planned
AW	Computer Software	1408			\$385,400			Planned
AW	Construction Oversight	1430			\$500,000			Planned
AW	Computer Hardware	1475			\$313,600			Planned
AW	Acquisitions	1499			\$8,241,527			Planned
AW	Contingency	1502			\$226,600			Planned

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

Part III: Implementation Schedule for Capital Fund Financing Program						Federal FFY of Grant: 2009	
PHA Name: Memphis Housing Authority						Reasons for Revised Target Dates <sup>1</sup>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Actual Expenditure End Date		
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date			
TN 1-2 Foote Homes							
TN 1-8 Cleaborn Homes							
TN 1-13 Barry Towers							
TN 1-14 Venson							
TN 1-18 Jefferson Square							
TN 1-21 Montgomery Plaza							
TN 1-23 Borda Towers							
TN 1-46 College Park Family II							

# Capital Fund Program Five-Year Action Plan

## Part I: Summary

PHA Name: Memphis Housing Authority		<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2010 PHA FY:	Work Statement for Year 3 FFY Grant: 2011 PHA FY:	Work Statement for Year 4 FFY Grant: 2012 PHA FY:	Work Statement for Year 5 FFY Grant: 2013 PHA FY:
	Annual Statement				
TN 1-2 Foote Homes		50,000		1,500,000	1,500,000
TN 1-8 Cleaborn Homes		1,500,000	1,500,000		
TN 1-13 Barry Homes		30,000	30,000		
TN 1-15 Graves Manor					
TN 1-18 Jefferson Square		30,000	30,000		
TN 1-23 Borda Towers		30,000	30,000		
TN 1-21 Montgomery Plaza		100,000	100,000	100,000	100,000
TN 1-14 Venson Center		30,000	30,000		
HA-Wide Non-Physical Activities		2,200,476	2,200,476	2,200,476	2,200,476
Triangle Noir Acquisitions				1,191,904	1,191,904
<b>CFP Funds Listed for 5 Year Planning</b>		<b>4,992,380</b>	<b>4,992,380</b>	<b>4,992,380</b>	<b>4,992,380</b>
<b>Replacement Housing Factor Funds</b>		<b>5,482,421</b>	<b>5,482,421</b>	<b>5,482,421</b>	<b>5,482</b>

Activities for Year : 2  
 FFY Grant: 2010  
 PHA FY:

Activities for Year: 3  
 FFY Grant: 2011  
 PHA FY:

Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
TN 1-2R Foote Homes	Unit Repairs	50,000	TN 1-2R Foote Homes	Unit Repairs	
<i>TN 1-8 Cleaborn</i>	Demolition	1,500,000	<i>TN 1-8 Cleaborn</i>	Demolition	1,500,000
<i>TN 1-13 Barry Homes</i>	Unit Repairs	30,000	<i>TN 1-13 Barry Homes</i>	Unit Repairs	30,000
TN 1-14 Venson Center	Unit Repairs	30,000	TN 1-14 Venson Center	Unit Repairs	30,000
TN 1-18 Jefferson Square	Unit Repairs	30,000	TN 1-18 Jefferson Square	Unit Repairs	30,000
TN 1-21 Montgomery Plaza	Dwelling Structures	100,000	TN 1-21 Montgomery Plaza	Dwelling Structures	100,000
TN 1-23 Borda Towers	Unit Repairs	30,000	TN 1-23 Borda Towers	Unit Repairs	30,000
AW	Acquisitions	1,021,904	AW	Acquisitions	1,071,904
AW	Operations	499,238	AW	Operations	499,238
AW	Staff Training	50,000	AW	Staff Training	50,000
AW	Resident Training	50,000	AW	Resident Training	50,000
AW	Management Fee	499,238	AW	Management Fee	499,238
AW	CI Sundry Expenses	20,000	AW	CI Sundry Expenses	20,000
AW	A&E Fees & Costs	500,000	AW	A&E Fees & Costs	500,000
AW	Construction Oversight/Supervision	262,000		Construction Oversight/Supervision	262,000
AW	Real Estate Appraisals	20,000	AW	Real Estate Appraisals	20,000
AW	Relocation	300,000	AW	Relocation	300,000
<b>Replacement Housing</b>			<b>Replacement Housing</b>		
Graves Manor I		3,393,109	Graves Manor I		
New Chicago		2,089,312	New Chicago		
Cypresswood			Cypresswood		3,393,109
Triangle Noir East			Triangle Noir East		2,089,312
<b>Total CFP/RHF Estimated Costs</b>		<b>\$10,474,801</b>			<b>\$10,474,801</b>

**Capital Fund Program Five-Year Action Plan**  
**Part II: Supporting Pages—Work Activities**

Activities for Year : <u>  4  </u> FFY Grant: 2012 PHA FY:			Activities for Year: <u>  5  </u> FFY Grant: 2013 PHA FY:		
<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
TN 1-2R Foote Homes	Demolition	1,500,000	TN 1-2R Foote Homes	Demolition	1,500,000
TN 1-21 Montgomery Plaza	Dwelling Structures	100,000	TN 1-21 Montgomery Plaza	Dwelling Structures	100,000
Triangle Noir	Redevelopment	1,191,904	Triangle Noir	Redevelopment	1,191,904
			AW	Acquisition	0
AW	Operations	499,238	AW	Operations	499,238
AW	Staff Training	50,000	AW	Staff Training	50,000
AW	Resident Training	50,000	AW	Resident Training	50,000
AW	Management Fee	499,238	AW	Management Fee	499,238
AW	CI Sundry Expenses	20,000	AW	CI Sundry Expenses	20,000
AW	A&E Fees & Costs	500,000	AW	A&E Fees & Costs	500,000
AW	Construction Oversight/Supervision	262,000	AW	Construction Oversight/Supervision	262,000
AW	Real Estate Appraisals	20,000	AW	Real Estate Appraisals	20,000
AW	Relocation	300,000	AW	Relocation	300,000
<b>Replacement Housing</b>			<b>Replacement Housing</b>		
Cypresswood		3,393,109	Cypresswood		
Triangle Noir East		2,089,312	Triangle Noir East		2,089,312
Triangle Noir West			Triangle Noir West		3,393,109
<b>Total CFP/RHF Estimated Cost</b>		<b>\$10,474,801</b>			<b>\$10,474,801</b>

# **MEMPHIS HOUSING AUTHORITY**

## **PET POLICY**

**TABLE OF CONTENTS PET POLICY**

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## Memphis Housing Authority

### Pet Policy

**Purpose:** The purpose of the pet policy of Memphis Housing Authority is to ensure that those residents who desire pets are responsible pet owners and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to ensure that pets on premises are properly cared for. Further goals of this policy are to ensure a decent, safe and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and financial interest of the Authority. Pets may not leave the owner's apartment except where noted. Such pets will not be allowed to roam either in the Authority's building or on the grounds.

Owning a pet within the Authority's properties is a privilege that must not be abused.

#### I. Implementation and Grand-Fathering of Pets

All pets currently owned by the senior citizen/handicapped resident of the Authority in accordance with P.L. 1990, C. 55 and 24 CFR 924 and who have been issued pet permits by the Authority already are hereby grand fathered and will be issued a new pet permit provided that the owners meet the requirements of the pet permit as described below. (See Schedule B. Pet Permit)

#### II. Exclusions

The Pet Policy does not apply to animals that assist, support or provide service to persons with disabilities or animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities.

#### III. Security Deposit Pet Permit

A security deposit equal to the amount of three hundred (\$300.00) dollars for a dog or cat or other domesticated animals approved by the Executive Director or his designee, plus the utility allowance for the unit, if applicable, will be paid to the Authority at the time the pet permit is issued. The deposit amount for the birdcage or fish tank is fifty (\$50.00) (limit of two (2) twenty (20) gallon tanks per household).

If a payment arrangement is needed, the resident must notify the Authority prior to the issuance of the pet permit. These payment arrangements may not exceed a six (6) month period for dogs, cats, and other domesticated animals approved by the Executive Director or his designee and a two (2) month period for birds and fish. The security deposit will not be used for damages caused by the pet during your tenancy. The security deposit will be used for any damages noted during the tenant's vacate inspection.

The Authority will refund any unused portion of the pet deposit to the tenant within thirty (30) days after the resident vacates from the apartment. The pet deposit is not part of the rent payable by the tenant and will be held in an interest bearing account, with the interest payable to the resident. This interest will not be used in the resident's rent calculation. The Authority will notify the resident of the institution where the security deposit is being held and the corresponding account number.

Please note that if the resident removes permanently the registered pet from the unit or the pet dies, the pet deposit will not be refunded until the entire household vacates the unit. Also, any subsequent pet must meet the conditions of this policy. Therefore, a new pet permit application must be filed with the Authority prior to the pet's residency within your unit. In this case only, the security deposit will be waived.

No security deposit will be required for pets or animals that assist support or provide service to persons with disabilities.

#### **IV. Damages**

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the Authority whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes shrubbery, walls, windows, rugs etc. The Executive Director or his designee will assess reasonable costs for damages.

Management at full repair/replacement cost at the time of discovery of damage, as determined by an inspection, shall correct damages caused by a pet. Residents will be billed for the full repair cost at time of repair. Pet blankets, clothing, bedding, etc. are not to be cleaned or washed in the laundry room for hygienic reasons. Tenants will not alter their unit or outside

areas to create an enclosure for the animal. Nor will the tenant chain or tie the pet to any furniture or appliance.

**VISITORS/GUESTS MAY NOT BRING THEIR PETS ONTO AUTHORITY PROPERTY AT ANY TIME FOR ANY REASON UNLESS SAID PET IS A SERVICE ANIMAL THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO A GUEST OR VISITOR WITH A DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW.**

**V. Development/Site Compliance**

All development and scattered site neighborhoods will abide by all provisions in the Pet Policy. Prior to bringing the pet into a tenant's residence, an application must be filed at the Authority's administrative office located at 700 Adams Avenue, Memphis, Tennessee 38103. If the pet owner is a household member age eighteen (18) years or older, both the head of household and the adult owner must sign the application for the pet permit. Both individuals will be held accountable for the provisions of this policy. In the event that the pet owner is a minor (under the age of eighteen (18)), the head of household will be the only signatory.

**VI. Definition of Pet**

Pets are defined as:

- A. Domesticated dogs, not to exceed twenty-five (25) pounds in weight, fully grown, and meeting the other requirements of this policy.**
- B. Domesticated cats, not exceeding fifteen (15) pounds in weight, fully grown, and meeting the other requirements of this policy.**
- C. Fish in an approved tank, not exceeding twenty (20) gallons of water (limit of two (2) twenty (20) gallon tanks per household).**
- D. Domesticated, caged small birds such as parakeets or canaries.**
- E. Reptiles, insects, non-domesticated rodents, farm animals and birds of prey are not permitted.**
- F. Residents are expressly prohibited from feeding or harboring stray animals.**

- G. The Executive Director or his designee on a case-by-case basis will review other domesticated animals.**
- H. This section will not apply to animals that are necessary as any reasonable accommodations that assist, support or provide service to residents with disabilities.**

## **VII. Pet Application Registration**

**The Authority must photograph all pets. In regard to fish, an Authority representative will photograph an empty tank in your home prior to the issuance of a pet permit. This is to ensure that the permitted size will be utilized. Once the pet permit is issued, an Authority representative will photograph the tank in its habituated state. Dogs and cats will be weighed at the Authority or at a place designated by the Authority. A pet permit will only be issued once the following conditions of the policy have been met.**

- A. The resident (pet owner) must be listed on the most recent lease agreement with the Authority. The household cannot be in arrears in rent.**
- B. The resident must file a Certificate of Municipal Registration of the pet in accordance with local ordinance Chapt3er IX, Section 9-2, and Chapter IX A, Section 9-AZ, for cats and dogs. The Executive Director or his designee on a case-by-case basis will approve other domesticated animals only.**
- C. The resident must sign a statement that he/she will assume all personal financial responsibility for damage to any personal or Authority property caused by the pet and will assume personal responsibility and liability for personal injury to any part caused by said pet.**
- D. The resident must submit the name, address and telephone number of the attending veterinarian to the Authority either annually or whenever there is a change of veterinarian.**
- E. The resident must certify and agree to the terms and conditions of the management of said pet and acknowledges that the pet permit can be revoked after two (2) warning notices for failure to follow the pet management rules. Upon**

revocation of this permit, the resident must remove permanently the pet from the premises within seven (7) calendar days from the date of notice. Failure to do so may result in termination of the apartment dwelling lease.

- F. No more than one (1) animal shall be permitted per unit with the exception of fish/turtles.
- G. All pet permits are valid for a maximum of one (1) year only. The permit must be renewed at Annual Recertification. Failure to renew the pet permit at Annual Recertification will result in the automatic revocation of the pet permit. All of the conditions of this policy must be met prior to the issuance of a new permit. Residents must file evidence, in the form of an acceptable certificate from the veterinarian, establishing that the pet is in good health and that the animal has had the proper current medical shots. For cats and dogs, the inoculation must include, but not limited to, distemper and rabies. Other inoculations may be required, as recommended by the veterinarian, or that is required by state or local law, ordinance or regulation. The resident must also ensure for proper grooming, exercise, and nutrition of the pet.

#### **VIII. Pet Management Plan**

- A. **Neutering:** Neutering of dogs and cats is recommended. If the resident chooses not to have the pet neutered and the pet is disruptive (howling, odors, spraying, chirping etc.), it may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".
- B. **Pet Offspring:** No pet, already pregnant, may be introduced into any unit. No pet's offspring will be allowed. Residents are advised that pets that become pregnant while residing in Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free roaming pets may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".
- C. **Pet Behavior:** If, in the opinion of the Executive Director or his designee, and after two (2) written warnings to the residents, a pet continues to be obstreperous, noisy and a nuisance to neighbors, the pet may be removed from the premises pursuant to the section entitled, "Revocation of Pet Policy".

- D. Birdcages and fish tanks must be cleaned frequently during the week.**
  
- E. Dogs may pass through the halls, elevators and public spaces for the purpose of being walked, veterinarian visits and going on vacation. The dog must be leashed and must wear proper identification and rabies tag when in transit and muzzled, if required. The leash must be no more than six (6) feet long. Retractable leashes are prohibited inside the building or any Authority premises. Dogs are not permitted to roam at will nor are they allowed to be left alone outside of the unit or secured to any outside fixtures. Pets are not allowed to defecate or urinate on Authority property. Resident owner must comply with the City of Memphis's regulations on pet defecation.**

**If a dog defecates on Authority property, the resident owner is responsible for removing and properly disposing of said waste. If this is not done, this may be ground for removal of the pet from the premises pursuant to this section entitled, "Revocation of Pet Permit". If the dog urinates on the grass, shrubs, trees or flowers on Authority grounds, the resident owner will be responsible for any and all replacement cost of damage incurred. The pet will be removed after two (2) warnings pursuant to the section entitled. "Revocation of Pet Permit".**

- F. Cats: Cats will not be permitted outside of a resident's apartment unless they are either caged or in a carry box when in transit. They may not roam at will. Cats may pass through halls, elevators or public spaces only for the purpose of going to the veterinarian or going on vacation. Cats must use litter pans and may not use the grounds to defecate.**

**Commercial cat litter (not sand, newspaper or dirt) must be used in a litter pan. Pan must be cleaned daily and kept odor free. Litter must be disposed of in double tied plastic bags. These bags must be taken to the first floor chute of a high-rise building for disposal and the development dumpster for a low rise development.**

**Pet waste must be discarded immediately and not stored in the unit. Litter must not be flushed down the toilets, sinks or bathtubs. The head of household will be responsible for the cost of repairs or replacements of any damaged toilets or pipes and these actions can result in the revocation of the pet permit.**

**G. The resident agrees to manage the pet in such a way that it does not contribute to complaints from other tenants regarding behavior and activities of said pet.**

**H. Absence of Owner: No pet may be unattended for more than twenty-four (24) hours, except in the case of a dog, which shall be for no more than twelve (12) hours. If a resident owner wants to go on vacation or becomes ill, arrangements must be made in advance for proper care of the pet. If the Executive Director, or his designee, finds the pet not properly cared for, the pet will be immediately removed from the unit after twenty-four (24) hours and remanded to the pound, kennel or other appropriate authorities. The head of household will be solely responsible to pay for any and all costs for the care of the pet in a pet care facility.**

**In the event of an emergency, which would render the resident unable to care for the pet, the resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold the Authority and its employees harmless of any liability in connection with the Pet Emergency Care Plan.**

**I. Whenever Authority employees or its representatives are in the unit, whether it is for a tenant initiated work order, an emergency situation or for an inspection, the dog must be restrained in an area separated and apart from these individuals. Maintenance work will not be done in the apartment when the tenant is not present and there is a dog in the unit.**

**J. In the event that there are fleas in the apartment, the tenant agrees to pay for the defleaing of the unit, by the Authority's professional exterminator.**

**IX. Inspection of Apartment**

**Apartment containing pets must be kept clean and free of odors at all times. The resident agrees, as a condition of accepting the pet permit that the resident's apartment will be available for inspection for compliance of pet policy at any time during working hours with thirty (30) minutes notice. Pet owners also agree to pictures being taken of the pet and living conditions during these inspections.**

**X. Revocation of Pet Permit**

- 1. A pet may be removed from the premises pursuant to state or local laws, ordinance or regulations, or pursuant to the Authority's grievance hearing procedure. The Authority reserves the right to choose the most expeditious remedy process of procedure available according to the circumstances or urgency of the case.**
- 2. In the event that state or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the Authority grievance procedure in any way, the Executive Director, or his designee, may pursue the most expeditious remedy or procedure, to the exclusion of the Authority grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.**
- 3. Nothing contained herein will prohibit the Authority or an appropriate community authority from requiring the removal of any pet from a premises if the pet's conduct or condition is duly determined to constitute, under the provision of state or local law, a nuisance or a threat to the health or safety of other occupants of the Authority premises or other persons in the community where the project is located. This includes, but not limited to, situation in which immediate action is needed for removal of any pet from the premises pursuant to state or local laws. Ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.**
- 4. Tenants are advised that pets may, among other things, be seized, impounded and disposed of for a variety of state and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets and cruelty to pets.**
- 5. In cases in which state or local remedies, processes or procedures are not utilized initially for removal of the pet, any decisions made by the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the Authority's grievance procedure.**
- 6. The Authority may revoke a tenant's pet permit and require the tenant to remove the pet from the premises when the Authority determines that any of the following exist:**

- a. The tenant's refusal to comply with these rules and regulations governing domesticated animals, constitutes a violation of federal, state or local building health or use code;
- b. The tenant fails to care properly for the pet;
- c. The tenant fails to properly control the pet by using a leash, if appropriate, or other necessary safety device, when walking or taking the pet to and from the dwelling unit;
- d. The pet has caused damage to the apartment, common areas, personal property or persons;
- e. The pet has bitten, scratched or caused injury to any persons;
- f. The pet makes animal sounds that are generally annoying to tenants and management, for example, loud barking dogs or loud meowing cats;
- g. The pet repeatedly defecates or urinates in the apartment, common area or grounds;
- h. Upon expiration of municipal animal license;
- i. Upon death of the pet; or
- j. Documented medical conditions of tenants affected by the presence of an animal in their unit.

#### **XI. Death of Pet**

The pet owner is responsible for arranging for disposal of any pet. The remains of the pet must be removed from the Authority's property within twenty-four (24) hours of the pet's demise. In addition, documentation from the veterinarian or the agency disposing of the pet's remains must be submitted to the Authority within ten (10) days of the pet's demise.

#### **XII. Vacating Resident Owner**

The pet owner must pay the full fees for professional rug shampooing, if applicable, deodorizing and/or defleaing of the

apartment if, in the judgment of the Executive Director, or his designee, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

**XIII. Incorporation into Lease**

This pet policy is incorporated by reference into the lease of each Authority tenant. The tenant agrees to this as evidenced by his/her signature on Schedule A.

**XIV. Grievance Hearing**

In the event an applicant for a pet permit is denied the permit, the tenant may request an informal grievance hearing.

**Schedule A**

\_\_\_\_\_  
**Date**

I, \_\_\_\_\_,  
**Name of Tenant**

Residing at \_\_\_\_\_,  
**Address (include Apt. #)**

Memphis, TN. Have received a copy of the Pet Policy on  
\_\_\_\_\_. This policy was explained to me, by  
**Date**

Memphis Housing Authority (the “Authority”) representative named  
below. At this time, I was given an opportunity to ask questions  
about the Pet Policy.

\_\_\_\_\_  
**Tenant Name (print)**

\_\_\_\_\_  
**Tenant Name (signature)**

\_\_\_\_\_  
**Housing Authority Representative  
(print)**

\_\_\_\_\_  
**Housing Authority  
Representative (signature)**

By: \_\_\_\_\_  
**Development Manager**

## Schedule B

### MEMPHIS HOUSING AUTHORITY

#### PET PERMIT

**1. Parties and Dwelling Unit:**

The parties referenced in this permit are the Memphis Housing Authority (the "Authority") and \_\_\_\_\_ (referred to as the "Resident" or the "Tenant"). The Authority leases to the Resident unit number \_\_\_\_\_, located at \_\_\_\_\_, Memphis, TN.

**2. Length of Time (Term):**

The term of this permit shall begin on \_\_\_\_\_ and end pursuant to the Pet Policy.

**3. Pet Security Deposit:**

The Resident has deposited \$\_\_\_\_\_ with the Authority. The Authority will hold the pet security for the period Tenant occupies the unit. After the Tenant has moved from the unit, the Authority will determine whether the Tenant is eligible for a refund of any or all of the pet security deposit, and make such a refund within thirty (30) days. The pet security deposit will be held at Tri State Bank in Memphis, TN.

**4. The Resident agrees to file a copy of any Municipal Registration or license with the Authority annually and to keep same current.**

**5. The Resident agrees to keep the pet inoculated for rabies and distemper, and to file proof annually, that such inoculations or vaccinations are current.**

**6. The Resident agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for injury to any party, caused by the pet.**

**7. The Resident hereby certifies and agrees to the general terms and conditions of the management of this pet by the Resident and understand and acknowledge that the pet can be revoked for failure to follow and abide by the Pet Policy.**

**8. The Resident has read and understands the Pet Policy and agrees that the Pet Policy will amend the lease accordingly.**

**9. The Resident agrees and understands that the Pet Policy is part of the Lease and this permit.**



**PET EMERGENCY CARE PLAN**

**Resident Name:** \_\_\_\_\_

**Resident Address:** \_\_\_\_\_

**Phone # (day):** \_\_\_\_\_

**Phone # (evening):** \_\_\_\_\_

**Pet Name:** \_\_\_\_\_

**Breed/type:** \_\_\_\_\_

**Pet Permit Number:** \_\_\_\_\_

List two alternate caretakers who will assume immediate responsibility for the care of the pet should the owner become handicapped, disabled or otherwise unable to care for the pet. These caretakers must sign this pet emergency care plan.

1. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Telephone #:** \_\_\_\_\_  
**Evening Telephone #:** \_\_\_\_\_

2. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Telephone #:** \_\_\_\_\_  
**Evening Telephone #:** \_\_\_\_\_

\_\_\_\_\_  
**Resident (print)**

\_\_\_\_\_  
**Resident (signature)**

\_\_\_\_\_  
**Caretaker 1 (print)**

\_\_\_\_\_  
**Caretaker 1 (signature)**

\_\_\_\_\_  
**Caretaker 2 (print)**

\_\_\_\_\_  
**Caretaker 2 (signature)**

**This form must be returned to the Memphis Housing Authority within ten (10) business days from the date of the issuance of the pet permit.**

**PET RIDER**

This pet rider to the lease between \_\_\_\_\_ and \_\_\_\_\_  
(Resident) (Authority)

is made a part of the lease entered between parties on \_\_\_\_\_  
(Date)

1. Both parties have read, agreed to and signed the attached pet guidelines in effect for complex.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it as provided in said guidelines.
3. In accordance with the Pet Guidelines, the resident will provide the name, address and telephone number, in the spaces provided below, of all pet caretakers who, by signing this form, will assume responsibility for the pet should the resident become unable to care for the pet, including any damages or medical expenses. The resident will also provide the name, address and telephone number of the veterinarian responsible for the pet's health care.

**PET CARETAKER #1**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

**PET CARETAKER #2**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

VETERINARIAN: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

**Memphis Housing Authority**

By: \_\_\_\_\_  
Development Manager



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**Topic:** COMMUNITY SERVICE/SELF SUFFICIENCY POLICY **Page/Total**

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<b>Approval:</b>	<b>Effective Date</b>	<b>Release #</b>	<b>Date</b>
	4/08		4/08

---

**A. Background**

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

**B. Definitions**

**Community Service** – volunteer work which includes, but is not limited to:

- Work at a local school, hospital, recreation center, senior center or child care center
- Work with youth or senior organizations
- Work at the Authority to help improve physical conditions
- Work at the Authority to help with children’s programs
- Work at the Authority to help with senior programs
- Helping neighborhood groups with special projects
- Working through resident organization to help other residents with problems
- Caring for the children of other residents so they may volunteer

NOTE: **Political activity is excluded.**

**Self Sufficiency Activities** – activities that include, but are not limited to:

- Job training programs

- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Full time student status at any school, college or vocational school

**Exempt Adult** – an adult member of the family who

- Is 62 years of age or older
- Has a disability that prevents him/her from being gainfully employed
- Is the caretaker of a disabled person
- Is working at least 30 hours per week
- Is participating in a welfare to work program
- Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program
- Is a full-time student

**C. Requirements of the Program**

1. The eight (8) hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
4. Family obligations

- At lease execution or re-examination after February 1, 2000, all adult members (18 or older) of a public housing resident family must
    - 1 provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
    - 2 sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease.
  - At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
  - If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
5. Change in exempt status:
- If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
  - If, during the twelve (12) month period, an exempt person becomes non-exempt it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

**D. Authority Obligations**

1. To the greatest extent possible and practicable, the Authority will
  - Provide names and contacts of agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. *(According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessary exempt from the Community Service requirement).*
  - Provide in-house opportunities for volunteer work or self sufficiency programs.

2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.
3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
4. Noncompliance of family member
  - At least thirty (120) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
  - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.
  - If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
  - The family may use the Authority's Grievance Procedure to protest the lease termination.

## Appendix 1

### Community Service Exemption Certification

I certify that I am eligible for an exemption from the Community Service requirement for the following reason:

- ( ) I am 62 or older
- ( ) I have a disability which prevents me from working  
*(Certification of Disability Form will serve as documentation)*
- ( ) I am working  
*(Employment Verification form will serve as documentation)*
- ( ) I am participating in Welfare to Work Program  
*(Must provide verification letter from agency)*
- ( ) I am receiving TANF and am participating in a required economic self sufficiency program or work activity  
*(Must provide verification from the funding agency that you are complying with job training or work requirements)*
- ( ) I am a full-time student  
*(Must provide verification letter from school attended)*

---

Resident

---

Date

## Community Service Compliance Certification

I/We have received a copy of, have read and understand the contents of the Authority's Community Service/Self Sufficiency Policy.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement, our lease will not be renewed.

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_



**Record and Certification of Community Service  
and Self Sufficiency Activities**

**Resident Name:** \_\_\_\_\_ **Address** \_\_\_\_\_ **Social Security Number** \_\_\_\_\_

Date of Activity Mo/Day/Yr	Type of Service Activity	Type of Training Program	Type of Educational Program	# of Hours	Name of Company or Organization	Signature of Supervising Official
			<b>Total Hours should equal 96</b>			



**Housing Choice Voucher**  
**Homeownership**  
**Policy**



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## **INTRODUCTION**

The Memphis Housing Authority has developed this administrative plan in accordance with the Final Rule published in the Federal Register on September 12, 2000. The final rule was authorized by Section 8(y) of the United States Housing Act of 1937, as amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998. The following “Home Ownership Option” provides tenant-based assistance to an eligible family for the purpose of purchasing and occupying a home.

The MHA Board, upon recommendation from MHA staff, will have responsibility for approving any appropriate changes to the Program. MHA will be responsible for complying with all subsequent changes in HUD regulations pertaining to this Program. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Program Plan are based on the September 12, 2000 final rule and October 18, 2002 revision. If there are conflicts between this Plan and language in an owner’s Housing Assistance Payments contract, the language in the contract will prevail.

## **STATEMENT OF PROGRAM APPROACH**

The purpose of this Administrative Plan is to offer qualifying families the option of homeownership through the new Section 8 Homeownership Assistance Program (SHAPE). The mission of this program is to provide homeownership possibilities through a system grounded upon self-sufficiency, training, counseling and support. As a result, the program will empower people by virtue of becoming new homeowners, foster community pride, and create economic growth while minimizing mortgage defaults.

The Memphis Housing Authority is providing homeownership opportunities through Section 8 rental assistance vouchers. Vouchers may be used to assist you in purchasing an existing single-family home or a home under construction. The Section 8 Homeownership Assistance Program (SHAPE) is available to help participating families transition into homeowners. Qualified individuals can purchase a home and receive a mortgage subsidy for up to 15 years on a 30-year mortgage.

To qualify for assistance under the SHAPE, a family must meet the general requirements for admission to the section 8 tenant-based voucher program and additional special requirements for homeownership assistance. The criteria for determining the amount of the section 8 vouchers are the difference between 30 percent of a household’s income and their total mortgage payment. The housing assistance payment (HAP) combined with income, equals the total mortgage payment which includes principal, interest, taxes and insurance (PITI) made by the household. Although, the homeownership program is open to Section 8 participants, not every Section 8 tenant-based family may be eligible for homeownership assistance.



**Qualification for Home Ownership Assistance:**

The prospective purchaser must meet the following eligibility criteria in order to participate:

- a. Be a Section 8 Voucher holder who is eligible to move.
  - b. Employed for a minimum of one year and work at least 30 hours per week (employment history requirement is not applicable to elderly and disabled families)
  - c. Have a minimum yearly income of \$14,100
  - d. Complete a certified home-ownership counseling program
  - e. First Time Homebuyer or have not owned a home in the past three years
  - f. Enrolled or completed a MHA approved Preparatory Program or have established an Individual Development Account under the auspices of the RISE Foundation. The guidance of these programs will assist the eligible applicant to become mortgage ready.
1. A family must meet the general requirements for admission to the Section 8 tenant-based voucher program (§982.627).
  2. A family must satisfy the minimum income requirements (§982.627c). The family must demonstrate sufficient income to meet a minimum income standard, which is intended to assure that a family will have sufficient income to pay a mortgage and other family expenses not covered by the HAP.
  3. A family satisfies the employment requirements (§982.627d). The family must be able to demonstrate, at the time that the family initially receives home ownership assistance, that one or more adult members of the family have achieved employment for a one year time period as required by HUD’s guidelines. The family must demonstrate that one or more adult members who will own the home is currently employed on a full-time basis (not less than an average of 30 hours per week) and has been continuously employed during the year before commencement of home ownership assistance. Public Housing Relocation participants within HOPE VI must satisfy this requirement as well. Employment history is not applicable to elderly or disabled families.
  4. The family member who will be responsible for the mortgage must attend and satisfactorily complete a pre-assistance home ownership and housing counseling program required by MHA before commencement to homeownership assistance (§982.630).
  5. The family must be a first-time homebuyer or have not owned a home within the last three years (§982.627b). To qualify as a “first-time home owner” the assisted family may not include any person who owned a “present ownership interest” in the residence of any family member in the last three years, and neither the head of household or spouse has defaulted on a mortgage obtained through the home ownership option. (Example: a possible exemption from the first-time home ownership eligibility requirement is a divorced spouse who does not



Section 8 Statement of Homeownership

currently own a home but had joint ownership of a home with their ex-spouse in the last three years.)

6. The prospective purchaser must be low or very low income (as defined by HUD based upon family size) at the time the household initially occupies the property. (Gross Annual Income equals total monthly income, received monthly by each adult member of the household multiplied by twelve (before taxes and other deductions). This includes all wages, social security payments, unemployment benefits, interest and dividends payments, child support, and rent royalties. Welfare assistance may not be included.
7. Head of Household or spouse must be enrolled or have completed a MHA approved Preparatory Programs or RISE Foundation Save Up Program for the home ownership option. The enrollment is waived for public housing residents who are relocating due to HOPE VI projects and if they are or have paid monthly rent exceeding \$600.

**HOMEOWNERSHIP SELECTION PROCESS:**

Application will be selected in accordance with Federal Regulations as published by the U.S. Department of Housing and Urban Development. Procedures will be as follows:

- A. Eligible Parties:
  1. MHA resident who is lease-compliant and is relocated from public housing as a result of dislocation due to demolition or redevelopment of their unit, and who selects SHAPE as their permanent or temporary housing choice in their initial right of return re-certification.
  2. Present Section 8 voucher holders that have been within the Section 8 Program for least one year.
  3. All home ownership applications will be accepted for consideration during open enrollment.
- B. A preliminary review of the application will be made to determine whether:
  1. The application is complete;
  2. Credit references and rental history have been provided; and
    1. The applicant satisfies HUD requirements of eligibility.
      - a. Only U.S. citizens and non-citizens with eligible immigration status are eligible for homeownership assistance from HUD.
      - b. The applicant's gross annual income as defined by HUD may not exceed the median income limit as published by HUD. The applicant must be willing and able to pay their portion of the housing expenses, calculated under the Section 8 guidelines.



- c. All household sizes are eligible, provided the household size does not exceed the maximum family composition as shown in Subsidy Standards and Eligible Property Section. The unit must be the family's primary residence.
- C. Selection criteria is based up on, but not limited to, the participant's ability to provide the following:
- a. Demonstrated ability to make timely payments, reflective of history of timely rental, utilities, telephone payments, etc;
  - b. Verification from two prior landlords showing a history of properly maintaining the unit;
  - c. Verification on prior subsidized housing history, concerning, but not limited to, tenancy termination for fraud, non-payment and/or a failure to cooperate with re-certification procedures;
  - d. Good credit references;
  - e. Demonstrated ability to maintain present housing in clean, safe and sanitary condition;
  - f. Family size appropriate for available housing;
  - g. Birth certificates, social security numbers and other legal documentation as requested;
  - h. Be able to pass criminal background record check; and
  - i. Be able to pass verification of any illegal drug usage and/or activity by any household members.

**INCOME AND EMPLOYMENT ELIGIBILITY**

*Final Rule (§982.627c & d)*

For the SHAPE Program, at the time of admission, a family must have on annual income of \$10,300. The participant must have been continuously employed for a minimum of one year. However, the eligible participant must also meet the income and employment requirements established by the lender for a first mortgage loan. The participant must remain employed during the term of homeownership assistance. If employment termination should occur, the participant will receive assistance in searching for new employment through MHA Resident Employment Training Center or any Workforce Development Center. Employment history is not applicable to elderly or disabled families.

Public assistance income cannot be used to determine the family's minimum income to qualify for home ownership assistance. Public assistance is counted for other program purposes such as income eligibility for the voucher program. However, public assistance income of an elderly family (62 years plus) or disabled family (a family whose head or spouse is elderly or disabled) will count in determining whether the elderly or disabled family has the minimum income to qualify for home ownership assistance. This public assistance only applies to families that satisfy the statutory definition of elderly or disabled family. Public assistance does not apply in the case of a family that includes a disabled person other than the head of household or spouse.

**PARTICIPANT'S CONTRIBUTION**

*Final Rule (§982.625d)*



Participants are required to make a minimum downpayment of three (3%) percent. At least one (1%) percent of the downpayment must come from personal savings. The balance of the downpayment may be advanced from the FSS escrow account, gift, or other sources such as City of Memphis, HCD Division, Down Payment Assistance Program, Tennessee Housing Development Agency Program and non-profit organizations.

**HOMEOWNERSHIP COUNSELING**

*Final Rule (§982.630)*

The program participant must participate and satisfactorily complete MHA’s required pre-assistance homeownership and housing counseling program. This program may consist of a one-on-one session or a classroom style approach with potential homebuyers. The participants will be referred to a HUD-approved housing counseling agency. The housing counseling agency will be required to provide a minimum of 8-10 hours of homebuyer education and training and homebuyer pre-qualification to all program participants. The pre-assistance counseling program will cover the following subjects:

- Home maintenance (including care of grounds)
- Budgeting and money management
- Credit Counseling
- How to obtain home ownership financing and loan pre-approvals
- How to find a home and negotiate the sale price
- Information on Fair Housing
- Counseling will be adapted to family’s needs

On-going counseling will be extended at the discretion of MHA based on individual family circumstances. In the event of mortgage payment delinquency, the counseling agency will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant, the MHA Family Self-Sufficiency Client Services Representative and/or MHA Homeownership Program Coordinator.

**SHAPE PROGRAM**

The SHAPE Program will accept participants from any MHA pre-approved Homeownership Program. The programs outlined below are preparatory programs which are designed to provide various levels of supports to families who are interested in homeownership.

The SHAPE Program is a fast track program which is designed for families who meet all eligibility criteria and have resolved any potential credit issues. Once a family is referred to the SHAPE Program., they will be required to complete all required homeownership classes within ninety days, select a mortgage lender and begin the pre-qualification process. Once the family has provided evidence that they have complete all homeownership classes and have been pre-qualified by a lender, MHA will issue the family a homeownership voucher. The family should identify a home to purchase within sixty days of the issuance of the homeownership vouchers. Extension may be granted on a case-by-case basis.

**PREPARATORY PROGRAMS**



In order to participate in the Section 8 Homeownership Program, the Head of Household or spouse must be actively participating or have successfully completed an approved Homeownership Preparatory Program. The programs identified below satisfy the requirement:

### **MHA HOMEOWNERSHIP PREPARATORY PROGRAM**

The MHA Homeownership Preparatory Program is designed to work with families who meet the income and job requirements but cannot yet be referred to the SHAPE Program due to credit issues. The program will provide support and educational opportunities for families who want to identify their credit problems, learn how to resolve the issues and work on formulating a plan for achieving homeownership. The program will offer both internal case management and external expert advice on credit and homeownership issues. This program is a self-driven program. Participants is responsible for the initiation and implementation all activities in order to accomplish the homeownership goal.. The length of time that each family may participate in this program will depend on their individual financial and credit situation.

### **FAMILY SELF-SUFFICIENCY PROGRAM**

The Memphis Housing Authority offers a Family Sufficiency Program for Public Housing and Section 8 families. The goal of the FSS program is to assist families in achieving financial independence from all government assistance. Although families in the FSS do not have to elect homeownership as a goal, it is strongly encouraged. The FSS Program offers a variety of supportive services tailored to families who need additional support in areas such as credit repair and money management. Additionally, FSS families have the opportunity to accumulate savings in an FSS escrow account that can be used to cover costs associated with purchasing a home including but not limited to closing and down payment costs.

A family may participate in the FSS and SHAPE program simultaneously. However, an FSS family will not be referred to the SHAPE Program until they have met all applicable criteria and have cleared up any credit issues that would present a barrier to achieving homeownership.

Participants in the Family Self-Sufficiency (FSS) may enroll in the SHAPE Program. Homeownership classes can be used as a goal or activity in their individual plan that will educate them in homebuyer's education, credit assessment and counseling programs... During monitoring meetings, the FSS Client Services Representative will discuss any issues regarding homeownership, ascertain home repair needs and status of payment and savings goals, etc.

Funds from a participant's Family Self-Sufficiency escrow account may be used for down payment assistance and/or home maintenance and improvement purposes . However, a participant must meet the criteria established by MHA. All requests will be examined on a case by case basis.

### **RISE FOUNDATION AND SAVE UP INDIVIDUAL DEVELOPMENT ACCOUNT INITIATIVE**



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The RISE Foundation is a non-profit corporation. Its mission is to assist Memphis public housing residents in reaching financial self-sufficiency (including Section 8 voucher holders). The Foundation sponsors Save Up, an individual development account initiative for employed residents. Resident participants enrolled in the program attend economic literacy training, open special savings accounts and save \$25 to \$75 per month. RISE matches participants' savings 2-to-1 up to a combined maximum total of \$5,000. The Foundation partners with agencies that provide credit counseling and asset-specific training. Participants enrolled in the RISE Foundation Save UP program must maintain an Individual Development Account for a period of not less than six months..

### **SUBSIDY STANDARDS REQUIREMENTS:** *Final Rule (§982.402 and 982.503)*

Families may choose to purchase a larger or smaller home as long as the Housing Quality Standards requirements are met. The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. The following standards are used for the appropriate bedroom size for the homeownership assistance program:

Number of Bedrooms	Number of Persons	
	<u>Min</u>	<u>Max</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

The subsidy standards are based on the Fair Market Rents (FMR) published annually by the U.S. Department of Housing and Urban Development. The "Payment Standard" reflects the cost of leasing a unit in the Shelby County area. Thirty (30%) percent of the family's monthly adjusted income may not equal or exceed the payment standard for the unit size the family has been assigned.

A live-in aide may be permitted, if needed, for a person with disabilities.

*NOTE: Payment standard is subject to change annually.*

### **ELIGIBLE PROPERTIES:** *Final Rule (§982.628)*

Eligible properties will include existing or newly constructed, single family residences, town homes, zero lot line homes and condominiums located within Memphis Housing Authority's jurisdiction. The purchased property must be used as the principal residence and:

- a. . A Homebuyer must keep the purchased property as the principal residence and may not, at any time, lease the purchased property. Language to this effect will be incorporated into all Section 8 Homeownership documentation;



- b. The seller of the home has not been debarred, suspended, or subject to a limited denial of participation under CFR 24

The purchased property will require inspection by MHA for Housing Quality Standards and by an independent Home Inspector selected by the family. Any repairs noted by either inspector must be reviewed and accepted by the MHA and the purchaser. MHA and the purchaser must conduct the final walk-thru before closing. Annual Housing Quality Standards inspections will not be conducted.

**PURCHASE REQUIREMENT**

*Final Rule (§982.629)*

A participant has 180 days from the date of issuance of a Homeownership Eligibility Voucher to locate a home and to execute a contract of sale with the seller. Furthermore, the family must close on the home within a reasonable time, as determined by the MHA. The family will be required to report periodically to the Authority on their progress in locating and purchasing a home.

If the family is unable to purchase a home within the maximum time established by this administrative plan, MHA may issue the family a voucher to lease a rental unit.

**SALES CONTRACT**

*Final Rule (§982.631c)*

The participant must enter a sales contract with the seller and provide a copy to MHA. The sales contract must specify:

- a. The purchase price and other terms of sale by the seller to the purchaser.
- b. That the participant will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector and MHA.
- c. That the participant is not obligated to purchase the unit unless the inspection is satisfactory.
- d. That the participant is not obligated to pay for any necessary repairs.
- e. That the purchase price is subject to an independent real estate appraisal.
- f. That the participant shall have not less than thirty (30) days to secure financing.
- g. That the seller is not debarred, suspended, or subject to a limited denial of participation under CFR 24.

The sales contract should include language consistent with the standard Tennessee residential sales contract. The participant should obtain (but is not obligated) legal counsel to review the contract.

**HOME INSPECTION**

*Final Rule (§982.631)*

Upon receipt of an executed sales contract, MHA shall arrange and conduct a Housing Quality Standard (HQS) Inspection as established in 24 CFR 982.401. MHA will conduct the HQS Inspection within 3 to 5 business days from the date of the request by the participant.

The participant must also secure an approved independent, bonded home inspector to perform a visual inspection and produce a written report on the condition of the property. The purpose of this inspection is to determine major defects requiring repairs by the current owner before the property is



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approved for purchase. The independent inspection and report must cover major building systems and components, including foundation and structure, housing interior and exterior, roofing, plumbing, electrical, and heating systems. The independent inspector must provide a copy of the inspection report both to the family and to MHA.

The participant cannot select a MHA employee or contractor, or any other person under the control of MHA to perform the inspection. However, the independent inspector must meet the qualification standards established by MHA.

After completion of the HQS and independent home inspections, MHA will review the written inspection report and issue a letter qualifying or disqualifying the home. Any repairs deemed necessary by the HQS inspector must be completed before closing on the mortgage at the seller’s expense. Repair costs for major items estimated to be over \$1500 will result in a failed HQS inspection and disqualification of the home for assistance under the homeownership option. MHA will not commence homeownership assistance until the property has been inspected and has passed HQS.

Existing and newly constructed homes must be inspected before the closing on the purchase. The sales contract must clearly indicate that execution of the purchase agreement with the seller shall be subject to final inspection and approval of MHA.

**SALE OF HOME**

MHA will not impose or enforce any requirement for the recapture of voucher homeownership assistance on the sale or refinancing of the home purchased under the SHAPE Program. A participant may purchase another home with homeownership assistance; provided, there is no ownership interest in any property or mortgage loan default and it is the participant’s primary home.

Most of the homeownership requirements applicable to the first home purchase remain applicable to subsequent purchases. MHA will determine if further counseling is necessary as well as determining the acceptability of the financing. The family does not have to meet the first homebuyer requirement is the only exception. The established time of fifteen (15) years applies to the cumulative time the family receives homeownership assistance.

**FINANCING**

*Final Rule (§982.632)*

MHA is working to establish partnerships with local lenders to create a source for mortgage financing for program participants. At least four lending institutions have been identified for this purpose. MHA is attentive to abusive and predatory lending practices and seeks to maximize the opportunity for homeownership for Section 8 participants by using conforming conventional lending as well as federal insured and state bond financing when appropriate.

The Down Payment Assistance Department of Housing and Community Development will review all mortgage packages to ensure compliance with program guidelines and to identify down payment and closing costs assistance necessary to complete the transaction.



The Housing Counseling Centers will play significant role in credit counseling and credit record reconciliation to prepare participants for mortgage-readiness.

MHA reserves the right to review lender qualifications, loan terms and fees before closing on a loan and authorizing homeownership assistance. Additionally, MHA may disapprove proposed, refinancing or other debt if it is determined that the debt is not affordable or that either the lender or the loan terms do not meet MHA qualifications. In making this determination, MHA may take into account other family expenses, such as childcare, non-reimbursed medical expenses, homeownership expenses, and other family expenses as determined by MHA.

First mortgage lenders are not allowed to charge fees that exceed 1% of market interest rates and/or discounts points applicable to comparable products the lender offers. Owner financing is not permitted unless the seller is a non-profit organization approved by MHA.

MHA will provide a participating lender's list; however, all participants must secure their own financing. Only 30 year, fixed rate, level payment, fully amortizing loans are eligible for use in the program. Participants may not secure adjustable rate mortgages nor mortgages with balloon payments.

Qualifying income will consist of a combination of the participant's Housing Assistance Payment (HAP) paid by MHA and the participant's earned income. The maximum purchase price will be based on mortgage affordability using 29% housing to income and 40% debt to income qualifying ratios and use of any down payment funds secured by the participant.

Currently, the Federal National Mortgage Association (Fannie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac) have developed guidelines for approved seller/servicer lenders to follow when originating and delivering Section 8 Homeownership loans to them for purchase. The terms and conditions of the programs are available for approved seller/servicer lenders to add to existing commitments with either or both investors upon request.

**COMPUTATION OF HOUSING ASSISTANCE PAYMENT** *Final Rule (§982.635)*

MHA will calculate the HAP by using the definitions of annual income and adjustments as defined in 24 CFR Part 5 as the lesser of:

- a. The payment standard minus the total tenant payment
- b. The family's monthly homeownership expense minus total tenant payment

The payment standard for a family is the lower of the payment standard for the family unit size or the payment standard for the size of the home (*Section G. Subsidy Standards Requirements*). If the property is located in an exception payment standard area, MHA must use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of the payment standard at the commencement of homeownership assistance for occupancy of the home or the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.



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MHA must use the same payment standards schedule, amounts, and subsidy standards for the homeownership option as for the rental voucher program.

**Example:**

**Calculation I**

Applicable Payment Standard	\$753	(3 bedroom)
<i>(Use the lower payment standard of the actual unit size or voucher size)</i>		
Less Total Tenant Payment	<u>\$258</u>	(30% of Minimum monthly income)
MHA subsidy amount (HAP)	\$495	

**Calculation II**

*The following calculation is computed if the monthly mortgage payment exceeds the payment standard.*

<i>Total Housing Expenses</i>		
Mortgage (P&I)	\$488	(maximum sale price of \$70,000)
Taxes	\$50	
Insurance	\$50	
Maintenance Reserve	\$75	(calculated \$.14 per square footage)
Utility Allowance	<u>\$135</u>	(based on the actual size of the unit)
Total	\$795	
Less Total Tenant Payment	<u>\$258</u>	
MHA Subsidy amount (HAP)	\$540	

*The MHA subsidy amount (HAP) is the lesser of calculation I and II. The homebuyer's portion is \$308 and MHA's portion is \$495.*

Upon the participant securing an approval for a mortgage, MHA will forward evidence of the Homeownership Option Voucher to the Lender. After loan closing, the mortgage assistance check will be written to the mortgage company, in care of the participating family. MHA shall mail the payment directly to the homeowner on the first of each month. The homeowner will be responsible for mailing their portion and the Housing Authority's portion to the mortgage company. The two payments, when combined, should equal the entire amount of the mortgage payment due for the month. It is the homeowner's responsibility to ensure that the payments are mailed together. Lender's will not accept partial payments. Late payments will be the responsibility of the homeowner.

The participant must notify MHA of any and all late payments within 10 days of payment delinquency.

HAPs may only be paid while the family resides in the home. If the family moves out of the home, MHA will discontinue payment a month after the family moves out and the family is not required to refund MHA for that month.

**HOMEOWNERSHIP EXPENSE**

*Final Rule (§982.635c)*



MHA will adopt policies to determine the amount of homeownership expense that will be allowed in accordance with HUD requirements. Homeownership expenses for a homeowner may only include the following expense:

- 1) Mortgage Payment
  - a) Principal
  - b) Interest
  - c) Real Estate Taxes
  - d) Insurance
- 2) Utility costs
- 3) Refinancing Debt
- 4) Assessment on Home
- 5) Home Insurance
- 6) Routine Maintenance Expense (calculated \$.14 per square footage)
- 7) Major repairs and replacements and/or debt incurred to make such repairs
- 8) Cost to make a home accessible to a person with disabilities
- 9) Expense to improve the home to accommodate disabled persons and/or meet the Housing Quality Standards (will be included in the purchase price; currently up to \$1500 but may be increased on a case by case basis)

**MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE PAYMENT**

*Final Rule (§982.634)*

Except in the case of an elderly family or a disabled family, the maximum term of homeownership assistance shall be 15 years for mortgage terms greater than 20 years. If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term at the initial purchase. The maximum term applies to any member of the family or the spouse of any member of the household who has an ownership interest in the unit during the time home that homeownership payments are made.

The maximum term for home ownership assistance does not apply to an elderly family or a disabled family. In the case of an elderly family, this exception is only applied if the family qualifies as an elderly family at the commencement of home ownership. In the case of a disabled family, this exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date home ownership commenced. However, such a family must be provided at least six additional months of homeownership assistance after the maximum term expires.

**PORTABILITY**

*Final Rule (§982.636)  
MHA Section 8 Admin.  
Plan Pg. 16*

The family is free to select a home of their choice located within the jurisdiction of Memphis Housing Authority. However, if the family qualifies for portability the family may select a home in the



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jurisdiction of the receiving PHA, if the receiving PHA is approving units under the Section 8 Home Ownership Option. MHA will encourage and request other Housing Authorities to absorb the family that moves out of Shelby County, but will fully cooperate if a Housing Authority wishes to administer MHA assistance. The receiving PHA will arrange for any necessary counseling and its homeownership policies will apply to the portable family.

Families that are new admissions to the program must meet the income eligibility requirements in the areas where the family initially purchased the property. Participant families must also meet the income eligibility requirements in the area to which the family plans to move. In this case, the family is considered “continuously assisted” and the Low Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

A family in which the head of household or spouse of the family lived within Shelby County on the date of application is eligible for portability at the time a voucher is issued. Other families outside of the Shelby County area but is within MHA’s jurisdiction must live in the purchased property for twelve (12) months before becoming eligible for portability unless the receiving PHA mutually agrees to accept the outgoing family. The family is only allowed one move during any one year period.

Families must notify MHA in writing when they want to move using the portability feature. MHA will contact the receiving PHA after receiving notification of the move. MHA will confirm the following to the receiving PHA:

1. The family is eligible for assistance (i.e., meets the requirements of MHA); and
2. A voucher has been issued to the family.

To the greatest extent possible, MHA will absorb voucher holder families moving into Shelby County from other jurisdictions. MHA will only administer assistance to such families on behalf of an initial PHA when the MHA program utilization rate is 100%, making impossible within the HUD approved budget.

**RESALE PROVISIONS:**

*Final Rule (§982.640)*

, A family may refinance to take advantage of lower interest rates, or better mortgage terms, without any penalty. MHA shall be notified before any transaction occurs.

. Most the homeownership requirements applicable to the first home purchase remain applicable to a subsequent purchase. The family must again meet the employment threshold. The necessity of any counseling will be determined by MHA. An independent home inspection and HQS inspection will be conducted. MHA will determine the acceptability of the financing. The maximum term of homeownership assistance applies to the cumulative time the family receives homeownership assistance.

**TERMS AND CONDITION FOR OWNERSHIP**



Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MHA will not continue homeownership assistance after the month the family moved out. The family or lender is not required to refund to MHA the homeownership assistance for the month when the family moves out.

Upon death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer or title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with the initial application.

The family must supply any information as required by MHA or HUD concerning any mortgage or other debt incurred to purchase or any refinancing a home (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt, any sale or other transfer of any interest in the home, or the family's homeownership expenses.

**FAMILY OBLIGATION**

*Final Rule (§982.633)  
MHA Section 8 Admin.  
Plan Pg. 20*

Before commencement of homeownership assistance, the family must execute a statement of family obligation and agree to comply with all obligations. (Appendix A)

*The family is obliged under the terms of its voucher subsidy to:*

1. Occupy the home as their primary place of residence.
2. Comply with the terms of any mortgage securing debt incurred to purchase the home and any refinancing of such debt.
3. Notify MHA immediately of any defaults on a mortgage securing any debt incurred to purchase the home.
4. Not sell, convey or transfer any interest in the home to any entity or person prior to informing MHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer.
5. During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property.
6. Supply such certification, release information or documentation as MHA determines to be necessary in the administration of the program, including information required by MHA for a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.



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7. The family understands that continued Housing Assistance Payments from MHA are reevaluated annually and continued assistance is not guaranteed. The family is responsible for the entire monthly mortgage payment (PITI) in the event that HAP are discontinued.
8. The family must continue to comply with all the terms and conditions of the HAP contract.
9. In the event that the family is unable to make its monthly mortgage payment, it must immediately contact MHA to determine what options are available.
10. The family must attend and complete ongoing homeownership and housing counseling as recommended by agency designated by MHA.
11. The family must remain in compliance with the Section 8 Homeownership requirements as long as they continue to receive HAP assistance.
12. The qualifying family members must continue working. If there is a loss of employment, the family must immediately contact Section 8 Representative.
13. The family must report all family income from all sources and the names of all persons living in the household.
14. The family must report in writing to MHA within thirty (30) days when there is any reported change in family composition, or any adult household member who was previously unemployed is now employed.
15. The family must notify MHA before the family moves out of the home.
16. The maximum term or employment requirement does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.
17. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term and employment requirement becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable.
18. Each member of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
19. Each member of the family must not participate in illegal drug or violent criminal activity.

**DENIALS AND TERMINATIONS**

*Final Rule (§982.638)  
MHA Section 8 Admin.  
Plan Pg. 25-29*



*MHA Termination of the HAP Contract*

MHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases the HAP contract will terminate on the last day of the month following the month in which MHA provided the applicant with notice. MHA may also terminate the HAP contract for breach of contract that includes the following:

1. HAP contract violation (such as not maintaining HQS);
2. Any fraud or bribery or other corrupt or criminal act in connection with Federal Housing programs;
3. Engaging in any drug-related criminal activity or any violent criminal activity;
4. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program.

*Denial or Termination of Assistance to Applicant/Participant Families:*

1. MHA may deny housing assistance to any applicant household who:
  - a. Does not meet eligibility requirements;
  - b. Has any household member who refuses to sign or submit consent forms;
  - c. The Total Tenant Payment is greater than the Payment Standard;
  - d. Has any household member who has been evicted from public housing within the past five (5) years.
  - e. If MHA has ever terminated assistance to any household member under the Section 8 Certificate/Voucher Program.
  - f. Has any household member who illegally possesses weapons.
2. MHA may deny or terminate housing assistance to any applicant or participant household who:
  - a. Violates program obligations.
  - b. Commits fraud in connection with this program or any other Federal Housing Assistance program. If MHA determines that the family committed willful and intentional fraud, MHA may require the family to repay any amount owed in full or the family's assistance may be terminated. MHA may at its discretion offer the applicant or participant the opportunity to enter an agreement to repay the amounts owed to MHA or another Housing Authority. If MHA elects to make such an offer, the agreement shall be on terms prescribed by MHA. MHA may at any time deny or terminate assistance for breach of such agreement.
  - c. Owes money to MHA or any other Housing Authority in connection with the Section 8 Program or the Public Housing Program, if an applicant; or owes money to MHA and breaches a reimbursement agreement, if a Section 8 participant;
  - d. Has engaged in or threatened abusive or violent behavior toward MHA personnel;
  - e. Has \$0 in housing assistance payments paid on the family's behalf for six months;
  - f. Has any household member who is convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project.



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- g. Has engaged in felonious drug-related criminal activity or violent criminal activity or where members of the assisted family have used the assisted unit for drug trafficking, or have allowed other person to use or live in the unit and engage in drug trafficking;
- h. Has any household member who is illegally using or possessing a controlled substance for personal use within one year before the date MHA provides the notification of termination of assistance or ineligibility;

However, a family member who has an addiction, a record of such impairment, or is regarded as having such impairment, will not be denied assistance if the family member is recovering, or has recovered, and does not currently possess or use controlled substances. A family member who had engaged in using drugs must submit evidence of participation in or successful completion of a treatment program as a condition of assistance.

- i. Has any household member who illegally possesses a weapon;

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, MHA will consider all of the circumstances of the case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

In the case of a proposed termination of assistance under Section X (2)(f); (2)(g); (2)(h); or (2)(i) MHA will consider all the facts including whether the participant knew, or should have known, of the illegal activity within the household.

- 3. Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days to MHA. At purchase, and while preparing to move-in, MHA will allow the families to be absent from the house up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days unless the participant can document a medical need.

In no case may a participant be absent from their home for more than 180 days. If the family leaves the household for more than 90 days for a reason, other than medical need, the house will not be considered the family’s principal residence and the family shall be terminated from the program.

A family who: 1) vacates the property in violation of program requirements or the mortgage housing requirements; 2) owes a balance to the mortgage company or MHA for unpaid portion or damages; or 3) refuses to enter into or meet the terms of a repayment agreement, will be considered ineligible for continued assistance and will have its assistance terminated.

**MORTGAGE DEFAULT**

*Final Rule (§982.638d)*



Section 8 Statement of Homeownership

In the event of mortgage default and the family is dispossessed from the home pursuant to a judgment or order of foreclosure on a FHA-insured mortgage, a homeowner will be denied continued assistance under the homeownership program. The participant will be required to sign an agreement to share information regarding the homeownership process and documents with MHA. If a participant is delinquent in making a payment, MHA will notify the appropriate counseling agency to assist in resolving this matter in a timely fashion. The counseling agency will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant and the MHA Family Self-Sufficiency and/or MHA homeownership program coordinator. MHA may permit the family to move to a new unit with continued voucher rental assistance in the event of foreclosure on a loan that is not FHA-insured. MHA will deny such permission, if:

1. MHA does not have sufficient funding to provide continued assistance;
2. Grounds for denial or termination of assistance, including termination of assistance for violation of any family obligations described in section Family Obligation;
3. The family defaulted on a FHA-insured mortgage;
4. The family fails to demonstrate that:
  - a. The family has conveyed title to the home, as required by HUD, to HUD or HUD’s designee; and has moved from the home within the period established or approved by HUD.

**ADMINISTRATIVE FEES**

*Final Rule (§982.639)*

The ongoing administrative fee describe in 24 CFR 982.152(b) is paid to MHA for each month that homeownership assistance is paid by MHA on behalf of the family.

**FAIR HOUSING AND NONDISCRIMINATION POLICY**

*MHA Section 8 Admin. Plan Pg.1*

MHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all Federal, State and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment. MHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. MHA does not deny to any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.

**DRUG-FREE HOUSING**



Section 8 Statement of Homeownership

As part of the homeownership assistance criteria, the applicant will be required to sign an addendum agreeing with the U.S. Department of Housing and Urban Development’s guidelines for drug-free housing. Applicant must also sign Form HUD-9886, Authorization for the Release of Information, to facilitate a criminal background record check. MHA is authorized to obtain this information. A previous history of drug arrest or violent criminal acts, without proof of rehabilitation, will be considered grounds for denial of the applicant.

Falsification of homeownership application information is grounds for application rejection.

An applicant will be notified in writing as to the status of his/her application. If an application is rejected, an applicant will be so notified and will be given ten (10) days to respond to the rejection notice. Applicants must keep MHA informed of any change in their address or telephone number where they can be reached. If an applicant cannot be reached at the number or address provided, the application will be rejected. Applicants must contact MHA every six (6) months to advise of their desire to remain on the waiting list.

**MONITORING PROGRAM PERFORMANCE**

*MHA Section 8 Admin.  
Plan Pg.36*

MHA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in each applicant’s or participants’ files. Inactive files will be maintained for three years.

Applicable records related to immigration status will be maintained for five years. All other aspects of monitoring program performance will be performed in accordance with HUD requirements and MHA’s policies.



# APPENDIX A



**MEMPHIS HOUSING AUTHORITY  
SECTION 8 HOMEOWNERSHIP ASSISTANCE PROGRAM**

**STATEMENT OF HOMEOWNER OBLIGATIONS  
AND FAMILY RESPONSIBILITIES**

I/We, \_\_\_\_\_, participant(s) in the MHA Section 8 Homeownership Assistance Program (SHAPE), fully understand the following conditions regarding my/our continued eligibility for housing assistance payments in conjunction with my/our ownership of a \_\_\_\_\_ located at \_\_\_\_\_ and agree that:

1. My/Our home will be occupied by the following family members:

_____	_____
_____	_____
_____	_____
_____	_____

2. I/We understand that my/our family must occupy the home as my/our primary place of residence.
3. The initial monthly Housing Assistance Payment will be \$ \_\_\_\_\_ and will begin on annually, based on any changes in payment standards, homeownership costs, household income and/or household composition, in accordance with U.S. Department of Housing and Urban Development (HUD) requirements.



Section 8 Statement of Homeownership

4. The monthly Housing Assistance Payment will be made as follows:
- \$ \_\_\_\_\_ will be paid directly to \_\_\_\_\_
- \$ \_\_\_\_\_ will be paid directly to \_\_\_\_\_
- \$ \_\_\_\_\_ will be paid directly to me/us.
5. Housing Assistance Payments will be made available for a maximum of fifteen (15) years, unless the head of household or spouse is disabled or elderly. Housing Assistance Payments are contingent on my/our compliance with the requirements of this Statement of Homeowner Obligations and Family Responsibilities, the policies of the MHA Section 8 Homeownership Assistance Program, HUD Program requirements and upon continued appropriations to the Memphis Housing Authority by HUD.
6. I/Our family understand (s) that continued Housing Assistance Payments from MHA are reevaluated annually and continued assistance is not guaranteed. I/We understand that I/we are responsible for the entire monthly mortgage payment (principal, interest, taxes and insurance) in the event SHAPE are discontinued.
7. I/We understand that I/we must continue to comply with all the terms and conditions of my/our HAP contract.
8. I/We understand that I/we must continue to be in compliance with my/our Family Self - Sufficiency Contract as long as I/we continue to receive HAP assistance.
- I/we understand that I/we must continue working and if there is a loss of employment, I/we must immediately contact my/our Section 8 Representative and contact the nearest Employment Assistance Center in an effort to regain employment.
10. I/We must report all family income from all sources and the names of all persons living in our household.
11. If, at any time, any member of my household has a change in income greater than \$ 50 per month, I must report it to MHA no later than ten (10) days after the change occurs.
12. If, at any time, anyone in my household moves in or out, I must report it, within ten (10) days of the occurrence, to MHA.
13. Housing Assistance Payments will be made only for the months my/our household reside in the home. I/we must immediately report to MHA if I/we move from our home.
14. My/Our family (including each family member) must not participate in illegal drug or violent criminal activity.



Section 8 Statement of Homeownership

15. I/we may not sell, convey or transfer any interest in the home to any entity or person prior to informing MHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer other than to a household member residing in the home.
16. I/We must provide information to MHA on any mortgage or other debt incurred to purchase the home, and any refinancing of such debt.
17. I/We must comply with the terms of any mortgage security debt incurred to purchase our home and any refinancing of such debt. I/We must immediately notify MHA of any defaults on mortgage debt incurred to purchase the home.
18. I/We understand and agree that I/we will attend pre- and post- purchase counseling and workshops as recommended by an agency designated by MHA. I/We understand and agree to an annual counseling session at my/our home.
19. In the event that my/our family is unable to make my/our monthly mortgage payment, I/we are required to immediately contact the homeownership counseling agency and MHA to determine available options.
20. I/We must promptly pay all utility bills, including electricity, heat and water.
21. I/We understand that I/we must maintain the property, both interior and exterior, and that I/we are responsible for all repairs and replacements that are needed.
22. I/We must document, in conjunction with our annual reexamination of income, that I/we are current on mortgage, insurance and utility payments.
23. I/We understand that I/we will immediately lose my/our Housing Assistance Program assistance if a judgment or foreclosure on my/our home is granted. My/Our family agrees to cooperate with the lender the housing counseling agency, and MHA so that the property is placed on the market for sale in order to avoid foreclosure. My/Our family further agrees to vacate the house in accordance with the lender's terms and in good condition.
24. If I/we default on my/our mortgage debt and lose my/our home, I/we will be able to use my/our Housing Assistance Payment for other rental housing, if so determined eligible by MHA.

I/WE UNDERSTAND THAT MY/OUR HOUSING ASSISTANCE MAY BE WITHHELD, RECOVERED OR TERMINATED FOR ANY VIOLATION OF THE TERMS AND CONDITIONS OF THIS STATEMENT OF HOMEOWNER OBLIGATIONS AND FAMILY RESPONSIBILITIES.

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Section 8 Statement of Homeownership

\_\_\_\_\_  
Section 8 Manager's Signature

\_\_\_\_\_  
Executive Director of MHA

\_\_\_\_\_  
Date

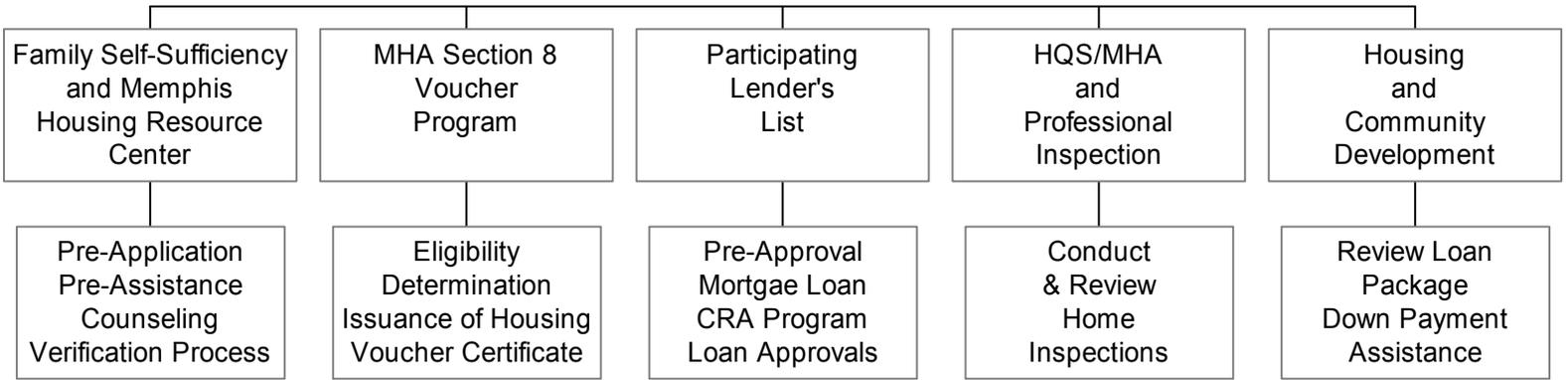
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Date

**APPENDIX B**





# SECTION 8 HOMEOWNERSHIP ASSISTANCE PROGRAM (SHAPE) Section 8 Statement of Homeownership FLOWCHART



## APPENDIX C



**MEMORANDUM OF UNDERSTANDING BETWEEN  
MEMPHIS HOUSING AUTHORITY AND RISE FOUNDATION**

This Memorandum of Understanding (“MOU”), effective upon its execution, is between the Memphis Housing Authority (the “Authority”) and the RISE (Responsibility, Initiative, Solutions, Empowerment) Foundation (“RISE”) for the purpose of providing greater homeownership opportunities in the city of Memphis, Tennessee.

**ARTICLE I**

**RECITALS**

**WHEREAS**, the Memphis Housing Authority has undertaken steps to implement a Section 8 Homeownership Program; and

**WHEREAS**, RISE, a non-profit organization, is dedicated to providing financial support and resources to Authority residents for the purpose of enabling them to become financially self-sufficient; and

**WHEREAS**, the Authority will provide homeownership opportunities by utilizing Section 8 rental assistance vouchers to assist eligible families to purchase existing single family homes or homes under construction; and

**WHEREAS**, eligible participants are: those that have a minimum family income of 25% of the median income in the Shelby County area and have been continuously employed for a minimum of two years; those that are currently enrolled in the Family Self-Sufficiency (FSS) Program or RISE Foundation; and, those that have participated and satisfactorily completed the pre-assistance homeownership and housing counseling program required by the Authority; and

**WHEREAS**, the Authority will implement the Homeownership Option in accordance with the Final Rule of September 12, 2000. The Final Rule was authorized





700 Adams Avenue  
Memphis, TN 38105  
Attn: Mr. Robert Lipscomb, Executive Director

If to RISE: RISE Foundation  
1900 Union Avenue  
Memphis, TN 38104  
Attn: Ms. Beth Dixon, President

**ASSIGNMENT** This MOU shall not be assignable by the Authority or RISE.

**INTERPRETATION AND GOVERNING LAW** This MOU shall be construed as though prepared by both parties, and shall be interpreted and governed by the laws of the State of Tennessee.

**SEVERABILITY** If any portion of this MOU is declared to be invalid and unenforceable, such portion shall be deemed severed from this MOU and the remaining parts shall continue in force as though such invalid or unenforceable provision(s) had not been a part of this MOU, provided that such severance does not substantially affect the intention of the parties hereto.

**PARTIES BOUND** No officer, shareholder, partner, employee, agent, or other person authorized to act for and on behalf of any party shall be personally liable for any obligation express or implied, hereunder.

**MODIFICATIONS** This MOU may not be altered, modified, rescinded, or extended orally. This MOU may be amended, supplemented or changed only by a writing signed or authorized by or behalf of the party to be bound thereby.

**IN WITNESS THEREOF**, the Authority and the RISE have each duly executed, or caused to be duly executed, this MOU as of the date first written below.

**MEMPHIS HOUSING AUTHORITY**

**RISE FOUNDATION**

\_\_\_\_\_  
**Robert Lipscomb, Executive Director**

\_\_\_\_\_  
**Beth Dixon, President**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



**MEMORANDUM OF UNDERSTANDING BETWEEN MEMPHIS HOUSING AUTHORITY  
AND MEMPHIS HOUSING RESOURCE CENTER**

This Memorandum of Understanding (“MOU”), effective upon its execution, is between the Memphis Housing Authority (the “Authority”) and the Memphis Housing Resource Center (the “Resource Center”) for the purpose of providing greater homeownership opportunities in the city of Memphis, Tennessee.

**ARTICLE I**

**RECITALS**

**WHEREAS**, the Memphis Housing Authority has undertaken steps to implement a Section 8 Home Ownership Program; and

**WHEREAS**, the Memphis Housing Resource Center will foster new homeownership in the city of Memphis, Tennessee by assisting people in understanding the complexities of buying, maintaining and retaining an affordable home; and

**WHEREAS**, Memphis Housing Resource Center is only allowed to charge a credit report fee not to exceed \$60; and

**WHEREAS**, the Authority will provide home ownership opportunities by utilizing Section 8 rental assistance vouchers to assist eligible families to purchase existing single family homes or homes under construction; and

**WHEREAS**, eligible participants are: those that have a minimum family income of 25% of the median income in the Shelby County area and have been continuously employed for a minimum of two years; those that are currently enrolled in the Family Self-Sufficiency (FSS) Program or RISE Foundation; and, those that have participated and satisfactorily completed the pre-assistance homeownership and housing counseling program required by the Authority; and



**WHEREAS**, the Authority will implement the Homeownership Option in accordance with the Final Rule of September 12, 2000. The Final Rule was authorized by Section 8(y) of the United States Housing Act of 1937, amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998; and

**WHEREAS**, the implementation of the Section 8 Homeownership Program has been carefully evaluated by the Authority and the Resource Center and has been found to be in the best interest of all parties.

**THEREFORE**, this Memorandum of Understanding shall set forth the obligations and duties of the Memphis Housing Authority and the Memphis Housing Resource Center in the establishment of this initiative, and shall serve as a guideline for the successful implementation of the Section 8 Homeownership Program.

**ARTICLE II**

**SCOPE OF AGREEMENT**

This MOU shall constitute a non-binding agreement between the Authority and the Memphis Housing Resource Center.

First time homebuyers will satisfactorily complete the pre-assistance homeownership-counseling program, which will be facilitated by Memphis Housing Resource Center. This program may consist of a one on one or a classroom style approach with homebuyers. The Resource Center will be required to provide a minimum of 8 – 10 hours of homebuyer education and training, and homebuyer pre-qualification to all program participants. The pre-assistance counseling program will cover the following subjects:

- Home maintenance
- Budgeting and money management
- Credit counseling
- How to obtain homeownership financing and loan pre-approvals
- How to find a home and negotiate the sale price
- Information on Fair Housing
- Counseling will be adapted tot the families needs

Post program counseling will be offered at the discretion of the Authority based on individual family circumstances. In the event of mortgage payments being delinquent, the Resource Center will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant, the FSS client services representative and/or an Authority homeownership program coordinator.

**ARTICLE III**

**GENERAL PROVISIONS**





**MEMPHIS HOUSING AUTHORITY**

**MEMPHIS HOUSING RESOURCE  
CENTER**

\_\_\_\_\_  
**Robert Lipscomb, Executive Director**

\_\_\_\_\_  
**Michelle Wilson Bradley  
Executive Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## **APPENDIX D**







## 2009 Memphis Housing Authority Board of Commissioners List

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### Dr. Elma H. Mardis, Vice Chair

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### Ian L. Randolph, Financial Adv.

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1273 Central Avenue, 38104  
(home - for deliveries)

## **PUBLIC HOUSING: HOPE VI/MIXED-INCOME COMMUNITY ECONOMIC SELF-RELIANCE AGREEMENT**

The Self-Reliance Agreement (SRA) is a written agreement between property management and the public housing resident; identifying the self-reliance criteria a public housing resident must meet in order to occupy and continue to live in a public housing unit at a HOPE VI/Mixed-income community.

It is the policy of Memphis Housing Authority (MHA) to encourage and support all of its residents in their goal of becoming self-reliant. In instances where tenant needs assistance to attain this goal, the Memphis Housing Authority will strive, within the limits of its available resources, to provide and/or coordinate appropriate programs/services to assist the resident in achieving self-reliance.

This ECONOMIC SELF-RELIANCE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ acting as an agent for the owner ("Landlord") and the undersigned Public Housing Leaseholder ("Leaseholder"). This Agreement is hereby incorporated in and made part of the Residential Lease (the "Lease") entered into as of this date by and between the Public Housing Leaseholder and the Landlord for Unit Number \_\_\_\_\_ located at \_\_\_\_\_ (the "Unit").

### **AUTHORITY:**

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR §960.206(b)(2). Memphis Housing Authority ("MHA") has established this preference for public housing units developed under the Mixed-Finance/HOPE VI Program, and is requiring each applicant for these new units to sign this Self-Reliance Agreement Addendum.

### **PURPOSE OF THIS AGREEMENT**

This agreement sets forth the pre-occupancy and continued occupancy criteria for tenants of public housing units at mixed-income developments.

### **DEFINITION OF WORK ACTIVITY**

The following categories of activities shall qualify as work activity under this Agreement:

1. Unsubsidized employment for 30 hours per week; or
2. Subsidized private-sector employment for 30 hours per week; or
3. Subsidized public-sector employment for 30 hours per week..

### **DEFINITION OF WORK RELATED EDUCATIONAL OR TRAINING ACTIVITY**

The following categories of activities shall qualify as Education or Work-Related Activity under this Agreement:

1. On-the-job training (full-time enrollment is 30 hours or more per week).
2. Vocational training (full-time enrollment is 30 hours or more per week).
3. Job-skills training directly related to employment (full-time enrollment is 30 hours or more per week).
4. Education at a community (junior) college or higher (full-time enrollment is 8 or more class hours per week).

To be excused from the Work Activity requirement, Public Housing Leaseholders must be authorized to participate in Work-Related Educational or Training Activities on a full-time basis, as defined above. If the Leaseholder is involved in a Work- Related Educational or Training Activity on a less than full-time

basis, he/she must also work at least 20 hours per week. Those enrolled in GED/ABE classes must work at least 20 hours per week. If any of the above activities are done in combination, the Leaseholder must be engaged for a combined total of no less than 30 hours per week to be exempt from a Work Activity requirement. The combined total duration for all Work-Related Educational or Training Activities shall not exceed 24 months.

### **LEASEHOLDERS EXEMPTED FROM EMPLOYMENT CLAUSE OF THIS AGREEMENT**

The following categories of leaseholders will be exempt from the employment requirement of this Agreement.

Leaseholders who are:

- A) 62 years of age or older;
- B) Blind or disabled (as defined under section 216(I)(I) or 1614 of the Social Security Act) and who are unable to comply with this section, or are primary caretakers of such individuals;

In order to claim status as an exempt person, the Leaseholder must:

- A) Request in writing from the Landlord, an exemption;
- B) Provide Landlord with third party verification that leaseholder is a member of an above-listed exempt category.

Disabled Leaseholders under 62 who are employed less than 20 hours per week are required to perform 8 hours of community service per month as per MHA community service requirement. Disabled Leaseholders are required to provide documentation from a doctor that they are unable to perform any kind of community service in order to be exempt from this community service requirement.

---

**The Landlord and Leaseholder agree to the following:**

### **TERMS AND CONDITIONS OF PRE-OCCUPANCY AND CONTINUED OCCUPANCY**

1. All Leaseholders of a HOPE VI/Mixed-income development, regardless of employment status, age, or disability, are required to participate in case management with the HOPE VI Case Management Provider during the life of the HOPE VI CSS program. . (Case Management Provider is defined as the HOPE VI-sponsored case management and/or employment services provider). If the MHA is able to provide case management services to public housing residents after the close-out of the HOPE VI CSS program, public housing residents of the HOPE VI/Mixed Finance Developments may be required to continue to participate in case management.
2. Prior to signing the Lease, the non-exempt Leaseholder shall either (a) have been employed a minimum of 30 hours per week for at least 30 continuous days, or (b) have been both engaged in an Work-Related Educational or Training Activity and in compliance with an Family Responsibility Plan for at least 30 continuous days. Employment is defined as a “Work Activity” as described above.
3. All Leaseholders not already enrolled must enroll in the HOPE VI sponsored case management program. (The provider of this program is hereby referred to as “Case Management Provider”). All Leaseholders must:
  - a. participate in a personal assessment process conducted by the Case Management Provider; and

- b. Collaborate with the case management provider to develop a Family Responsibility Plan. (The Family Responsibility Plan will identify a set of specific goals, tasks and programs to be undertaken by the Leaseholder and will be based on the aforementioned assessment); and
  - c. adhere to the action strategies identified in the Family Responsibility Plan, which may be revised or updated periodically; and
  - d. Attend regular meetings with the Case Management Provider as scheduled during the term of the Family Responsibility Plan and participate in activities prescribed by the Case Management Provider that are oriented toward the attainment and retention of employment.
4. To remain in occupancy, the Leaseholder shall either (a) remain employed for a minimum of 30 hours per week *and* be in compliance with his/her Family Responsibility Plan; or (b) be engaged in full time Work-Related Educational or Training Activity *and* be in compliance with his/her Family Responsibility Plan.
  5. Change in Employment Status. The Leaseholder may be employed for less than 30 hours per week for no more than 13 weeks per year (unless the Leaseholder's Family Responsibility Plan stipulates otherwise per engagement in an approved Work-Related Educational or Training Activity). Upon loss of job or reduction of hours, Leaseholder shall notify Landlord and Case Manager within two (2) weeks. Upon such notification to Landlord, the 90-day clock begins.
    - a) In any one-year period, if after 13 cumulative weeks of employment of less than (30) hours per week (if Public Housing Leaseholder is not involved in an authorized Work-Related Educational or Training Activity as stipulated in the Family Responsibility Plan), the Leaseholder will be deemed to be out of compliance with his/her lease. At the beginning of the 14<sup>th</sup> week, the Landlord will send the Leaseholder a notice of termination proceedings in accordance with the Lease. Additional information regarding the termination proceedings may be found in the Admissions and Continued Occupancy Plan (ACOP) located in the management office at the development. In this circumstance, the Leaseholder may request a single, 30-day extension from the Landlord. This 30-day extension will be granted only if the Leaseholder can demonstrate to the Landlord that there are extenuating circumstances which require the Leaseholder to (1) continue to work less than 30 hours per week beyond 13 weeks or (2) continue the Work-Related Educational or Training Activity beyond the 24-month cap. If the 30-day extension is not granted, the Landlord will continue with the eviction proceedings.
  6. If any part of this Self-Reliance Agreement is in conflict with the terms of the Residential Lease Agreement, the terms of Lease shall prevail.
  7. To be eligible for occupancy of a public housing unit at a HOPE VI/Mixed-Finance site, the resident understands and agrees that the right of return is subject to compliance with the Lease, Quality Housing Work and Responsibility Act (QHWRA) requirements, federal, state or local rules, regulations, laws or policies inclusive of, but not limited to the following:
    - a. Past performance in meeting financial obligations, especially rent/excess utilities;
    - b. No record of disturbance of neighbors, destruction of property (including any finding that the resident has contributed to a fire within a unit), conduct that adversely affects the health, safety or welfare of other residents, or damage to the unit or development;
    - c. No involvement in criminal activity on the part of the above resident's family member that would adversely affect the health, safety or welfare of other tenants;

- d. No record of eviction from housing or termination from residential programs unless applicant can provide evidence of relevant change in circumstances since the time of the eviction;;
  - e. Resident’s ability and willingness to comply with the terms of the lease;
  - f. No misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent;
  - g. No record or history of inability to meet reasonable housekeeping standards or prior lease violations related to housekeeping;
  - h. In the case of properties with tenant-paid utilities, the ability of the resident to get utilities turned on in the name of the head of household. **(Will require a utility verification)**;
  - i. Resident’s compliance with the terms of the Economic Self Reliance Agreement; record of compliance with community/volunteer service requirements; participation in a self-reliance or other educational program; unless exempt from these requirements by virtue of age, medical condition or disability.
8. Notwithstanding the foregoing, Memphis Housing Authority, at its discretion, reserves the right to revise, modify, suspend provisions of this agreement, if, in its judgment, unforeseen circumstances arise which necessitate said action. Exceptions or waivers will be considered and/or reviewed, by the MHA Interdisciplinary Review Committee (IRC), upon written request from the tenant to the property management office.

BY SIGNATURE, THE LEASEHOLDER AND LANDLORD AGREE TO THE REQUIREMENTS OF THIS ECONOMIC SELF-RELIANCE AGREEMENT.

**LEASEHOLDER:**

**LANDLORD:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

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

## **NON HOPE VI/MIXED-FINANCE PUBLIC HOUSING: ECONOMIC SELF-RELIANCE AGREEMENT**

The Self-Reliance Agreement (SRA) is a written agreement between property management and the public housing resident; identifying the self-reliance criteria a public housing resident must meet in order to occupy and continue to live in a public housing unit.

It is the policy of Memphis Housing Authority (MHA) to encourage and support all of its residents in their goal of becoming self-reliant. In instances where tenant assistance is needed and resources are available to obtain this goal, the Memphis Housing Authority will provide and/or coordinate appropriate programs/services to assist the resident in achieving self-reliance.

This ECONOMIC SELF-RELIANCE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ acting as an agent for the owner ("Landlord") and the undersigned Leaseholder ("Leaseholder"). This Agreement is hereby incorporated in and made part of the Residential Lease (the "Lease") entered into as of this date by and between the Leaseholder and the Landlord for Unit Number \_\_\_\_\_ located at \_\_\_\_\_ (the "Unit").

### **AUTHORITY:**

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR §960.206(b)(2). Memphis Housing Authority ("MHA") has established this preference for its public housing units. Pursuant to T.C.A. Section 66-28-402 the Authority can adopt rules or regulations concerning the resident's use and continued occupancy of the premises. Pursuant to the above authority, the Memphis Housing Authority's ACOP and the to Quality Housing Work and Responsibility Act (QHWRA), the Authority is requiring each Public Housing resident to execute an economic Self-Reliance Agreement.

### **PURPOSE OF THIS AGREEMENT**

This agreement sets forth the pre-occupancy and continued occupancy criteria for tenants of public housing units at a public housing development.

### **DEFINITION OF WORK ACTIVITY**

The following categories of activities shall qualify as work activity under this Agreement:

1. Unsubsidized employment; or
2. Subsidized private-sector employment; or
4. Subsidized public-sector employment.
5. 20 hours or more per week of documented Community Service

### **DEFINITION OF EDUCATIONAL OR WORK-RELATED ACTIVITY**

The following categories of activities shall qualify as Educational or Work-Related Activities under this Agreement:

5. On-the-job training (full-time enrollment is 20 hours or more per week).
6. Vocational training (full-time enrollment is 20 hours or more per week).
7. Job-skills training directly related to employment (full-time enrollment is 20 hours or more per week).
8. Education at a community (junior) college or higher (full-time enrollment is 8 or more class hours per week).

Leaseholders are to be authorized to participate in Educational or Work-Related Activities on a full-time basis. If the Leaseholder is involved in any one of the above activities on a less than full-time basis as defined by each activity, he/she must also work at least 20 hours per week. Those enrolled in GED/ABE classes must work at least 20 hours per week. If any of the above activities are done in combination, the Leaseholder must be engaged for a combined total of no less than 30 hours per week to be exempt from a work requirement. The combined total duration for all Educational and Work-Related Activities shall not exceed 48 months.

### **LEASEHOLDERS EXEMPTED FROM EMPLOYMENT CLAUSE OF THIS AGREEMENT**

The following categories of leaseholders will be exempt from the employment requirement of this Agreement.

Leaseholders who are:

- C) 62 years of age or older;
- D) Blind or disabled (as defined under section 216(I)(I) or 1614 of the Social Security Act) and who are unable to comply with this section, or are primary caretakers of such individuals;

In order to claim status as an exempt person, the Leaseholder must:

- C) Request in writing from the Landlord, an exemption;
- D) Provide Landlord with third party verification that leaseholder is a member of an above-listed exempt category.

**Disabled Leaseholders under 62 unless exempt are required to perform 8 hours of community service per month as per MHA community service requirement.**

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**The Landlord and Leaseholder agree to the following:**

### **TERMS AND CONDITIONS OF PRE-OCCUPANCY AND CONTINUED OCCUPANCY**

9. All Leaseholders of a MHA development, regardless of employment status, age, or disability, are required to participate in case management as provided by MHA.
10. All Leaseholders must enroll in the MHA sponsored case management program. (The provider of this program is hereby referred to as "Case Management Provider"). All Leaseholders must:
  - e. participate in a personal assessment process conducted by the Case Management Provider; and
  - f. collaborate with the case management provider to develop a Family Action Plan aka (Individual Development Plan). The Family Action Plan aka (Individual Development Plan) will identify a set of specific goals, tasks and programs to be undertaken by the Leaseholder and will be based on the aforementioned assessment; and
  - g. adhere to the action strategies identified in the Family Action Plan aka (Individual Development Plan), which may be revised or updated periodically; and
  - h. attend regular meetings with the Case Management Provider as scheduled during the term of the Family Action Plan aka (Individual Development Plan) and participate in activities prescribed by the Case Management Provider that are oriented toward the attainment and retention of employment.
11. To remain in occupancy, the Leaseholder shall either (a) remain employed for a minimum of 20 hours per week *and* be in compliance with his/her Family Action Plan aka (Individual

Development Plan) ; or (b) be engaged in Educational or Work-Related Activity *and* be in compliance with his/her Family Action Plan aka (Individual Development Plan) .

12. Change in Employment. The Leaseholder may only be employed for less than 20 hours per week for up to 90 cumulative days per year (unless the Leaseholder's Family Action Plan aka (Individual Development Plan) stipulates otherwise per engagement in an approved Educational or Work-Related Activity). Upon loss of job or reduction of hours, Leaseholder shall notify Landlord and Case Manager of loss or reduction of employment within 10 days. Upon such notification to Landlord, the 90-day clock begins.
  - a) In any one-year period, if after 90 cumulative days of employment of less than 20 hours per week (where Leaseholder is not involved in an Educational or Work-Related Activity as stipulated in the Family Action Plan) aka (Individual Development Plan), the Leaseholder is not in compliance with his/her Family Action Plan aka (Individual Development Plan). As of the 91<sup>st</sup> day, Leaseholder will be deemed to be in non-compliance with the Lease and Landlord will send the Leaseholder a notice of termination proceedings in accordance with the Lease. Additional information regarding the termination proceedings may be found in the Admissions and Continued Occupancy Plan located in the management office at the development. In this circumstance, the Leaseholder may request a single, 30-day extension from the Landlord. This 30-day extension will only be granted if the Leaseholder can demonstrate to the Landlord that there are extenuating circumstances for (1) continuing to work less than 20 hours per week beyond 90 days or (2) continuing the Educational or Work-Related Activity beyond the 48-month cap. If the 30-day extension is not granted, the Landlord will continue with the eviction proceedings.
  - b) The Leaseholder is not in compliance with this Agreement, Leaseholder will be evicted.
13. If any part of this Self-Reliance Agreement is in conflict with the terms of the Residential Lease Agreement, the terms of Lease shall prevail.
14. To be eligible for occupancy of a public housing unit at a HOPE VI/Mixed-Finance site, the resident understands and agrees that the right of return is subject to compliance with the Lease, Quality Housing Work and Responsibility Act (QHWRA) requirements, federal, state or local rules, regulations, laws or policies inclusive of, but not limited to the following:
  - a. Past performance in meeting financial obligations, especially rent/excess utilities;
  - b. A record of disturbance of neighbors, destruction of property (including a finding that the resident has contributed to a fire within a unit), conduct that adversely affects the health, safety or welfare of other residents, or cause damage to the unit or development;
  - c. Involvement in criminal activity on the part of the above resident's family member that would adversely affect the health, safety or welfare of other tenants;
  - d. A record of eviction from housing or termination from residential programs (considering relevant circumstances);
  - e. A resident's ability and willingness to comply with the terms of the MHA lease;
  - f. A resident's misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent;
  - g. A record or history of inability to meet reasonable housekeeping standards or prior lease violations related to housekeeping;
  - h. In the case of properties with tenant-paid utilities, the ability of the resident to get utilities turned on in the name of the head of household. (**Will require a utility verification**);
  - i. The resident's employment status, record of community/volunteer services; engagement in a work-related activity, participation in a self-reliance or other educational program unless otherwise limited by virtue of age, medical condition or disability.

15. Notwithstanding the foregoing, Memphis Housing Authority at its discretion, reserves the right to revise, modify, suspend provisions of this agreement, if in its judgment unforeseen circumstances arise which necessitate said action. Exceptions or waivers will be considered and/or reviewed, by the MHA Interdisciplinary Review Committee (IRC), upon written request from the tenant to the property management office.

BY SIGNATURE, THE LEASEHOLDER AND LANDLORD AGREE TO THE REQUIREMENTS OF THIS ECONOMIC SELF-RELIANCE AGREEMENT.

**LEASEHOLDER:**

**LANDLORD:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

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MEMPHIS HOUSING AUTHORITY  
FY2005-2009 PHA PLAN  
&  
ANNUAL PLAN FOR FY2009  
DEVELOPMENT HEARING  
MARCH 19, 2009

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Post Office Box 41971  
Memphis, Tennessee 38174

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APPEARANCES

MHA LEGAL COUNSEL:

MR. GREGORY PERRY

PHA COMMUNITY SERVICE AND SELF-SUFFICIENCY PROGRAMS:

MS. JACQUELINE PARTEE

HOPE VI GRANTS DISPOSITION:

MS. LURETHA PHILLIPS

CAPITAL IMPROVEMENT NEEDS:

MR. MICHAEL SWINDLE

OPERATIONS AND MANAGEMENT:

MR. WILLIAM WEBB

FINANCIAL RESOURCES:

MS. VICKIE ALDRIDGE

Reported by: Lesley L. Spence, CSR

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P R O C E E D I N G S

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(The meeting commenced at  
approximately 10:05 a.m.)

MR. PERRY: On behalf of the  
executive director, Mr. Robert Lipscomb, we  
welcome you once again to our Memphis Housing  
Authority 2009 PHA annual and five year plan  
public hearing. The vision statement of the  
Memphis Housing Authority is to become a national  
model in community revitalization. It will be  
our approach to drive community revitalization  
through a seamless system of supportive services,  
affordable housing and new business development.

The goals are to expand the supply  
of assisted housing, to improve the quality of  
assisted housing, to increase the choices and  
provide an improved living environment, to  
promote self-sufficiency and asset development of  
families and individuals to ensure opportunity  
and affirm fair housing. Through the plan, the  
Housing Authority attempts to replace obsolete  
public housing stock, reduce our vacancy rate,  
coordinate case management, provide for

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1 transitional housing programs and increase job  
2 opportunities.

3                   You'll find revisions to our lease  
4 agreement. Some are required by HUD regulation.  
5 The diaster housing assistance program is also  
6 provided in the plan. The Housing Authority is  
7 basically driven by its residents. We are here  
8 to serve our residents. We have the board of  
9 commissioners, which is responsible for the  
10 policies of the Housing Authority. We have an  
11 executive director that reports to the Housing  
12 Authority. We also have a senior compliance  
13 officer who makes sure that we are following our  
14 regulations and the compliance of all contracts  
15 and all policies of the Housing Authority. We  
16 have an office of internal affairs. We have a  
17 director of human services, a director of human  
18 resources, a director of accounting, a director  
19 of the HCV program, a director of asset  
20 management, assistant director of HOPE VI and  
21 other individuals and staff members.

22                   MR. WEBB: The waiting list for  
23 Section 8 is currently 5,622 families, for public  
24 housing, 11,144 families, and that's a

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5

1 combination of public housing managed and  
2 privately managed. The individual privately  
3 managed wait list is a total of 6,631 families.

4 MHA will continue to address the strategies set  
5 forth in prior years.

6 Under Asset Management, MHA will  
7 engage in activities that will contribute to the  
8 long-term asset management of the public housing  
9 stock and meet the long-term operating capital  
10 investment, rehabilitation, modernization and  
11 disposition and other needs. Some activities  
12 include privately managed properties, property  
13 based accounting and comprehensive stock  
14 assessment.

15 Under safety and crime prevention,  
16 we try to knock and perform talk saturations with  
17 our residents. We expedite the removal of  
18 graffiti and evidence of vandalism. We actively  
19 participate in drug presentations and in joint --  
20 the Memphis Police Department and the Memphis  
21 Housing Authority participate in joint security  
22 patrols. We also implement a 24 hour high-rise  
23 contracted security presence for the first seven  
24 days of each month.

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1 MR. SWINDLE: On capital  
2 improvements, at New Chicago, we don't have any  
3 activity planned for this upcoming plan year. As  
4 far as the special application to HUD for

5 redevelopment of Cleaborn Homes, Foote Homes,  
6 Barry Tower, Venson Center, Jefferson Square and  
7 Borda Tower, that leads us into more of a  
8 short-term/long-term plan which deals with  
9 Triangle NOIR and the anticipation of stimulus  
10 funds.

11                   What we're looking for as we look  
12 at those older developments is we're considering  
13 investing in Cleaborn Homes as an initial point  
14 of Triangle NOIR. For Cleaborn Homes, what we're  
15 looking at for this upcoming year is unit repairs  
16 and site improvements. We have already talked  
17 about that disposition application. That's that  
18 section that's associated with HOPE VI. That's  
19 part of the off site, that triangle part that's  
20 just east of where the new homes are being built  
21 adjacent to Askew Place.

22                   At Foote Homes, we're looking at  
23 unit repair for fire damaged units. We've got  
24 one heavily damaged unit. For this upcoming

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1 year, we're looking at roof replacement for  
2 several of the Foote Home structures. At Barry  
3 Towers, where you have ARRA funds, that is  
4 stimulus funds. We injected some health and  
5 safety into several of the developments to take

6 care of some of those issues.

7                   For Barry Tower, we've got unit  
8 repairs. We have a security system upgrade, and  
9 that addresses replacing some of the old security  
10 cameras, the DVR and also looking at investing in  
11 the realtime crime center. You'll see it on all  
12 the high-rises. At Venson, we've got a security  
13 system upgrade, replacing the roof and an issue  
14 with a sewer pipe that is partially blocked. We  
15 don't have any activity planned for Graves Manor.  
16 For Walter Simmons, that's a pending sale with  
17 the city. At Jefferson Square, we're looking at  
18 security upgrades. Austin Park Place is a new  
19 development that's coming online in around June  
20 or July of this year. We have 71 units, and I  
21 think approximately 29 of these units are ACC  
22 units.

23                   At Montgomery Plaza, we just  
24 finished a round of unit repairs, mostly door

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1 replacement and window replacement and also some  
2 site improvements. We're looking at taking care  
3 of issues with water infiltrating into the  
4 siding, so we're looking at replacing the old  
5 siding. At Borda Towers, we're looking at roof  
6 replacement, security system and also some ADA

7 compliance issue upgrades for the common areas.  
8 We also had an issue with sealing the walls  
9 between the units and elevators.

10                   There are no activities planned  
11 for Harold Ford or Cypresswood. At Texas Courts,  
12 and Alabama Plaza, we looking at a sale. For  
13 Crockett Place, no activity. Lamar Terrace, no  
14 activity. Transitional homes, no activity. At  
15 Fowler Multifamily, we're looking at putting in  
16 some security doors in the next couple of months.  
17 At Askew Place, we're putting in some security  
18 doors and also putting in an irrigation system.  
19 At College Park Family Phase 2, you've got some  
20 unit repairs and interior and exterior -- we also  
21 should have some siding to replace. At College  
22 Park Community Building, we've got some interior  
23 and exterior painting and looking at a security  
24 system. Other than that, we've got included in

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9

1 the stimulus funds the acquisition for Washington  
2 Manor.

3                   MS. PHILLIPS: Under the HOPE VI  
4 program, we have several special applications  
5 planned. We're going to apply for funding  
6 pending the release of NOFA. For the lease  
7 purchase program for the Uptown project, we have

8 approximately ten houses that remain that need to  
9 be sold, and we're going to submit a lease  
10 purchase program for those families that are not  
11 quite ready for home ownership but want to rent  
12 until they convert to a home ownership program.  
13 Also, we have an acquisition plan. These are  
14 affecting the homes at Uptown and any others in  
15 the lease purchase program. The acquisition plan  
16 is for the ten homes that remain that need to be  
17 sold at Uptown. And as part of the development  
18 agreement, the plan was to buy those homes back  
19 once funds were identified.

20 For the planned elderly  
21 designation for Legends Park Senior, we're going  
22 through an assessment and feasibility study to  
23 determine whether or not it's economically  
24 feasible to develop a senior building at Legends

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1 Park for seniors 62 and above. The Fed Ex Family  
2 House area is approximately three acres that are  
3 located at the corner of Ayers and Poplar on the  
4 Legends Park site as part of Legends Park West.  
5 At Uptown Commercial, we're disposing of  
6 approximately three and a half acres. This is at  
7 the corner of Danny Thomas and Beale Street.  
8 Again, if it's feasible to develop a senior

9 building, we're going to have to submit a  
10 disposition application to HUD to develop a  
11 senior building.

12 Under the active or pending HOPE  
13 VI projects, we are developing a total of 175  
14 market rate units at the Uptown site, and 58 of  
15 these units have been developed since 2004 --  
16 2007. We have 117 more planned through 2010.  
17 University Place Phase 3 will be complete in the  
18 summer of 2009. Legends Park East is under  
19 construction. That's 134 multifamily units at  
20 the corner of Decater and Poplar. Legends Park  
21 Commercial is under construction. That's a two  
22 story commercial building with the upper floor  
23 being residential and the base floor being for  
24 commercial use. Legends Park West, that's a

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1 pending phase, but it includes the area where  
2 we're going to develop the Fed Ex Family House.  
3 The Fed Ex Family House is a 24 unit suite for  
4 families of patients of LeBonheur Hospital that  
5 are receiving extended care in the hospital.  
6 McKinley Park is the off site phase of the  
7 Legends Park site. It's 30 homes that will be  
8 developed starting the spring of '09, and we have  
9 a two year development period.

10                           The home ownership program  
11   currently administers -- the first one was  
12   College Park. There were 70 homes out there  
13   completed in 2005, and 110 homes were completed  
14   in 2007. The 175 are all market rate homes that  
15   are planned. Again, 58 of those homes are  
16   complete, and 117 are planned through 2010.  
17   University Place was to develop 56 home ownership  
18   units, and implementation is on hold due to a  
19   lack of funding and has been eliminated from the  
20   plan. McKinley Park, which is part of the  
21   Legends Park site, is the development of 30  
22   homes, and we'll start construction in the spring  
23   of 2009.

24                           Under the general program

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1   guidelines for any home ownership program that  
2   MHA administers, you can get down payment  
3   assistance and/or HOPE VI subsidies may be  
4   available for qualified buyers. The requirement  
5   is a minimum 1 percent from the home buyers.  
6   That 1 percent can be submitted through their  
7   savings from the RISE Save-Up Program,  
8   participation in FSS or the buyer's own savings  
9   to make up the minimum 1 percent. The Section 8  
10  family may convert a rental assistant voucher to

11 a mortgage assistance voucher. The applicant's  
12 income must not exceed 80 percent of AMI based on  
13 the family size to qualify for the down payment  
14 assistance. Completion of a home ownership  
15 training program, acceptable employment and  
16 credit history as per the mortgage lender are  
17 required, and they must earn no less than 30  
18 percent of the area median income. For the  
19 Section 8 participant, the family can convert  
20 their rental voucher to a mortgage assistance  
21 voucher. The voucher holder must be a current  
22 voucher holder and must have been continuously  
23 employed for one year. The employment  
24 requirement is waived for the disabled family.

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1 The household income must be at least 14,100.  
2 For the disabled family, the income must be the  
3 minimum for Social Security benefits, and the  
4 Section 8 family must also complete a home  
5 ownership counselling program.

6 MS. PARTEE: Under Community  
7 Services and Self-sufficiency Programs,  
8 approximately 39 programs and services are  
9 offered. They participant in case management,  
10 job placement, scholarships, home safety, health  
11 awareness, crime prevention and more. The Family

12 Self-sufficiency Program participants in our  
13 public housing at the time of the creation of  
14 this report was 60, and in our Section 8 program,  
15 there were 52 participants. The PHA policies  
16 governing eligibility, selection and admission --

17 MR. PERRY: Under the annual plan  
18 and the ACCOP, which governs admission to public  
19 housing, there are going to be two major changes  
20 this year. One is going to be an annual  
21 recertification. Each resident in public housing  
22 and the Section 8 program will have a criminal  
23 background check run. If a violation of the  
24 lease is found during the criminal background

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1 check, then the Housing Authority will move for a  
2 lease cancellation or termination of the Section  
3 8 voucher.

4 The major change in the lease  
5 agreement for this year is going to be a  
6 requirement, basically which HUD has required,  
7 regarding the use of alcoholic beverages. There  
8 will be in the lease a termination for  
9 individuals who disturb the enjoyment of their  
10 neighbors by the use of alcoholic beverages on  
11 the premises. We have the requirement for all  
12 public housing residents to execute an SRA, which

13 requires them to do community service or be  
14 employed, and that currently is being put on  
15 hold, because of the economic conditions that we  
16 currently face, for public housing residents  
17 alone. There is no change in the grievance  
18 procedure.

19                   The other change is going to be in  
20 the pet policy to not charge the pet deposit to  
21 individuals with disabilities which require that  
22 individual to have the assistance of a pet. The  
23 disability would have to be certified by a  
24 physician or some other reliable source. The

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1 purpose of the pet policy is to ensure that those  
2 with pets are maintaining their pets and not  
3 disturbing the enjoyment of other individuals who  
4 do not have animals. The residents who would  
5 like to have pets must make sure that they  
6 maintain their premises in a habitable condition  
7 and make sure they follow all laws and  
8 regulations regarding pets passed by the city and  
9 state as well as the Housing Authority. The  
10 civil rights certification are included in the  
11 plan, and the Housing Authority is in compliance  
12 with all those regulations and requirements and  
13 certifications.

14 MS. ALDRIDGE: We're projected to  
15 receive 61 million dollars in financial resources  
16 for fiscal year 2010. That includes our  
17 operating subsidy, our capital funds, anticipated  
18 ROSS grants, the funding that we receive for  
19 administrative costs and also covers capital  
20 improvement dollars from the City of Memphis as  
21 well as some HOME funds that will be granted to  
22 the Housing Authority for some of our  
23 redevelopment projects.

24 That concludes our presentation.

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1 We'll open the floor for questions and comments  
2 at this time. If there are no questions or  
3 comments, the next step is to have it approved by  
4 the board on March 26th at four o'clock, at which  
5 time if it's approved, it will be submitted to  
6 the HUD field office on March 31st. The deadline  
7 for the submission to HUD is April 15th, so we  
8 will beat our submission deadline. Thank you for  
9 coming out.

10 (Whereupon, the meeting  
11 concluded at approximately  
12 10:45 a.m.)

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C E R T I F I C A T E

STATE OF TENNESSEE:

COUNTY OF SHELBY:

I, LESLEY L. SPENCE, Court Reporter and Notary Public for the State of Tennessee at Large, do hereby certify that I reported in machine shorthand the above-captioned proceedings.

I HEREBY CERTIFY that the foregoing pages contain a full, true and correct transcript of my said Stenotype notes then and there taken.

I FURTHER CERTIFY that I am not an attorney or counsel of any of the parties, nor a relative or employee of any of the parties, nor am I a relative or employee of any attorney or counsel connected with the action, nor am I financially interested in the action.

I FURTHER CERTIFY that in order for this document to be authentic and genuine, it must bear my original signature and my embossed notarial seal and that any reproduction in whole or in part of this document is not allowed or condoned and that such reproductions should be deemed a forgery.

16 THEREFORE, witness my hand and my official seal  
in the State of Tennessee on April 4, 2009.

17

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19

\_\_\_\_\_  
LESLEY L. SPENCE  
Court Reporter and  
Notary Public at Large

20

21 My Commission Expires:

22 June 29, 2010

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MEMPHIS HOUSING AUTHORITY  
FY2005-2009 PHA PLAN  
&  
ANNUAL PLAN FOR FY2009  
DEVELOPMENT HEARING

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FOOTE HOMES

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Tuesday, February 17, 2009

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APPEARANCES

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4

MHA LEGAL COUNSEL:

5

MR. GREGROY PERRY

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CAPITAL IMPORVEMENT NEEDS:

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MR. MICHAEL SWINDLE

9

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PHA COMMUNITY SERVICE  
and SELF-SUFFICIENCY  
PROGRAMS:

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MS. JACQUELINE PARTEE

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14

HOPE VI GRANTS  
DISPOSITION:

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MS. LURETHA PHILLIPS

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ASSET MANAGER:

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MR. LARRY CLAXTON

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RESIDENT MANAGER:

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23  
24

MS. ROSIETTA WOODLEY

REPORTED BY:

MS. CATHY A. HASTINGS-NICKELSON  
Court Reporter, CCR, RPR

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1 MEETING COMMENCED AT APPROXIMATELY 9:05 A.M.

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MR. PERRY: Good morning. We're going to get started with our Annual Five-Year Plan Review. On behalf of our executive director, Robert Lipscomb, we welcome each of you this morning and thank you for coming out in the sleet and the rain for our Annual Five-Year Plan Review.

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I'm glad each of you came out this morning to participate in the part of the plan process for the future of the Memphis Housing Authority. We have some agendas that you hopefully received at the front door and sign-in sheets, also.

14  
15  
16  
17  
18

Some of the staff members who are going to be participating today have some meetings they need to attend first and we're going to start out of order from the agenda and we're going to have first come up Mr. Larry Claxton and he's the area supervisor.

19  
20  
21  
22

MR. CLAXTON: Good morning. My title is asset manager. We need you to do a couple of things for us in asset management and one of the major ones is to make sure you help us in keeping

23 the yard clean at your homes. That will cut down  
24 on some of our time so we have more time to repair

4

1 things in your unit, do preventative maintenance.

2 Also, we want you to keep your houses  
3 clean and everything is in order. If you have some  
4 problems, be sure to call your development office  
5 so that we can get those repairs corrected for  
6 you.

7 Do you all have any problems with the  
8 office or maintenance over here now?

9 (Residents respond in the negative.)

10 MR. CLAXTON: No? That's great then.

11 Yes, ma'am?

12 MS. WILLIAMS: Ms. Williams. There's  
13 a resident at 517 Lauderdale. They said that for  
14 about the last month or so they had -- they got  
15 sewage, more sewage coming come up in the yard.

16 MR. CLAXTON: Okay, that's a sewage  
17 problem we need to get checked out.

18 MS. WILLIAMS: They said it's been  
19 about a month.

20 MR. CLAXTON: Let me get with  
21 Mr. Knox and see what the problem is and I'll let  
22 you know. For all your maintenance complaints that  
23 you have, I'm going to have a staff member here to  
24 take your complaints. That will be Ms. Rosietta

5

1 Woodley. So if you have no more complaints,  
2 maintenance issues, I'm finished.

3 MR. PERRY: Thank you. Again, if you  
4 have any problems, we have a representative from  
5 maintenance to talk to about your specific problems  
6 and your unit management staff will be here to talk  
7 to you about that.

8 At this time we're going to have  
9 Ms. Luretha Phillips from Hope VI, the director of  
10 Hope VI department, she's going to come and she's  
11 responsible for all the developments you see in  
12 public housing, most of them. Thank you,  
13 Ms. Phillips.

14 MS. PHILLIPS: Good morning. I'm  
15 Luretha Phillips. I'm part of the Hope VI  
16 Redevelopment Team for the Housing Authority. I'm  
17 going to summarize some of the activities that we  
18 have planned in the Hope VI area that affect some  
19 of the -- well, all of the Hope VI developments.

20 In the Hope VI department our primary goal  
21 is to improve the living conditions of public  
22 housing families. We do that with the construction  
23 of more decent, safe and sanitary housing, also  
24 enhance the quality of life outcomes for our senior

1 citizens.

2 We do that through the development of  
3 senior highrises for seniors 62 and above. This

4 year we'll be looking at the feasibility of  
5 developing another senior highrise at the Legends  
6 Park site. That's the old Dixie Homes. We have  
7 four that are already approved and then we have  
8 possibly a fifth one at Legends Park.

9           Increased job opportunities for working  
10 families at our Hope VI sites and also helping  
11 work-bound families with their self-sufficiency  
12 goals and that's primarily coordinated through  
13 Ms. Jackie Partee's area of Human Services.  
14 Increase home ownership opportunities for families  
15 whose goal it is to purchase a home.

16           To do some of those activities we are --  
17 we plan this year to dispose of additional land for  
18 development. Those disposition applications, one  
19 will take place concerning the FedEx Family House.  
20 We will dispose of approximately three acres at the  
21 old Dixie Homes site, the new Legends Park site,  
22 for the development of FedEx Family House.

23           What this is is a 24-suite hotel style  
24 lodging for families of patients of LeBonheur

7

1 Hospital, and we'll work in partnership with  
2 LeBonheur Hospital and Methodist University  
3 Hospital.

4           The Uptown Commercial Center, we'll  
5 dispose of approximately three and a quarter acres  
6 there to develop a drug store on that Danny

7 Thomas -- that three-acre site at the corner of the  
8 Danny Thomas and Mill Avenue, 22 homes will be  
9 built in that area and also a restaurant and we're  
10 currently working with our development partner to  
11 bring those services, programs and activities to  
12 that area.

13           We mentioned the Legends Park senior  
14 facility on the Legends Park site. We also will  
15 designate that site for the elderly only and that's  
16 elderly 62 and above.

17           The lease/purchase program, we plan this  
18 year to submit an application to HUD to allow us to  
19 convert the 10 houses in the Uptown home ownership  
20 program. We built 110; 10 of those homes have not  
21 sold and there were arrangements made in our  
22 developer agreement that we would convert those  
23 homes to public housing use if they were not sold  
24 by a certain period of time.

8

1           We have reached that period of time where  
2 they have not sold and we will be submitting an  
3 application to HUD to convert those homes to create  
4 10 additional public housing units over in the  
5 Uptown area.

6           For our University Place improvements, the  
7 MHA and the City are still working towards building  
8 a police precinct near the University Place site.  
9 We have a home ownership program that we proposed

10 in the application. We've had to put that on hold  
11 for economic reasons. The funding has run out for  
12 that site so we no longer have the funds to build  
13 the home ownership units at University Place.

14 Construction is underway for University  
15 Place Phase 3. That's the final development phase  
16 this year for University Place.

17 As far as the other activities in Legends  
18 Park, construction is underway on phase one. That  
19 phase is called Legends Park East. That's the  
20 development of 134 multifamily units; 52 of those  
21 will be designated for public housing families.

22 Legends Park Commercial, we've begun work  
23 on that. The first floor is commercial retail  
24 space; the upper floors are for 26 market rate

9

1 units.

2 We will start construction on McKinley  
3 Park and McKinley is across the street from Askew  
4 Place. What that is is a 30-unit single family for  
5 sale homes that will develop as Phase 1 of Legends  
6 park, the first one is off-site phase.

7 We'll start on the first four models.  
8 Those models will be started by March 31 and we  
9 will sell those four and build until we finish with  
10 the 30 homes. Five of those homes will be offered  
11 to former Dixie Home residents that qualify and  
12 want to go into home ownership. And the other 26

13 are available to the general market.

14           Plans will be on the way in the coming  
15 months for Legends Park West. That's the third  
16 phase of Legends Park and it will be on-site that's  
17 another rental phase.

18           College Park was developed in 2002 -- was  
19 completed in 2002, so there are no additional  
20 improvements planned for that site.

21           In this coming year the MHA will continue  
22 to monitor household with the Self-Reliance  
23 Agreement, again, as coordinated through  
24 Ms. Partee's office, and the Self-Reliance

10

1 Agreement is an addendum to the public housing at  
2 the Hope VI sites.

3           The general home ownership guidelines, if  
4 a family is interested in home ownership, the  
5 Housing Authority will -- the next program that we  
6 will work on, home ownership program, will be  
7 McKinley Park, as we mentioned.

8           Some of the general guidelines to qualify  
9 for homes at McKinley, the family must have a  
10 minimum one percent cash contribution and that can  
11 come from your own savings, participation in the  
12 Family Self-Sufficiency Program or the RISE  
13 Program.

14           The City of Memphis has available for  
15 qualifying families up to 10,000 dollars of home

16 ownership assistance and, also, the Housing  
17 Authority has downpayment assistance that can be  
18 made available for the home -- for the buyer and  
19 that's on top of the 10,000 dollars that the City  
20 of Memphis Housing and Community Development has  
21 contributed to this program; completion of a  
22 qualified home ownership training program, as well  
23 as acceptable employment and good credit history,  
24 or acceptable credit history.

11

1           As far as the Shape Program, the Section 8  
2 family may convert their rental assistance voucher  
3 to a mortgage assistance voucher. The adult head  
4 of household or spouse must have been continuously  
5 employed for at least one year and the employment  
6 requirement is waived for the disabled household.

7           The household income must be at least  
8 14,100 and for the disabled family the household  
9 income must be at least 10,500 and also the Section  
10 8 family must complete a home ownership training  
11 program.

12           That pretty much summarizes the activities  
13 that we have planned for the 2009-2010 plan year  
14 and I will be around for a few more minutes in case  
15 you have any questions.

16           MR. PERRY: Thank you, Ms. Phillips.

17           MS. WOODLEY: At McKinley Park there  
18 will not be any public housing rentals there?

19 MR. PERRY: When you need to ask a  
20 question, please raise your hand. We have a court  
21 reporter here so if you would give your name and  
22 where you reside, if you don't mind.

23 Ask that again, please, ma'am.

24 MS. WOODLEY: My name is Rosietta

12

1 Woodley. I'm a resident of Foote Homes. At  
2 McKinley Park will there be rentals for public  
3 housing?

4 MS. PHILLIPS: No, ma'am. It's a  
5 30-unit for sale housing. I mentioned a  
6 lease/purchase program that affects the houses at  
7 Uptown, but if in the event that we get into a  
8 situation where the houses at McKinley don't sell,  
9 then they could be converted as well, but we will  
10 start out with a home ownership program. Depending  
11 on the sales, we will build a house as we have a  
12 contract on a house, but it's all home ownership.

13 MS. WOODLEY: Thank you.

14 MR. PERRY: Now I'm going to pick up,  
15 I guess, from the beginning. The vision of Memphis  
16 Housing Authority is to become a national model of  
17 community revitalization.

18 Our mission is to provide community  
19 revitalization to it's senior citizens affordable  
20 services, affordable housing and also new business  
21 development.

22           Some of the goals of the Housing Authority  
23 are increasing and building convenient, safe and  
24 affordable housing; improve the quality of life;

13

1 promote self-sufficiency among our residents and  
2 ensure equal opportunity in housing for all  
3 Americans. Those are the goals of the Housing  
4 Authority

5           Throughout our plan this year's annual  
6 plan, the Five-Year Plan, we're attempting to  
7 replace obsolete public housing stock. Also, in  
8 doing that, we're hoping to demolish and build new  
9 housing for our current residents to make sure that  
10 they are, in fact, re-housed.

11           Also, try to build seniors-able  
12 developments; to reduce our vacancy rate and  
13 increase the job opportunities for our residents  
14 and to provide self-sufficiency for our residents.  
15 Those are what are in the Five-Year Plan that you  
16 will find.

17           Now in the Annual Five-Year Plan there are  
18 some documents that are attached. Some of those  
19 documents I'm going to briefly discuss and the  
20 changes in the proposal this year in those  
21 documents.

22           The first document I know that you're  
23 familiar with is the lease agreement. This year  
24 the lease agreement we're proposing one change and

1 this change is really based upon Federal  
2 Regulations, one that's required by HUD, and we  
3 have a provision in our lease agreement regarding  
4 the abuse of alcohol.

5           That simply means that if you drink  
6 alcohol in your room, so forth, you cannot abuse it  
7 by disturbing the quiet enjoyment of other  
8 residents that live around you. So if you decide  
9 to drink alcoholic beverages, you can't go out in  
10 the yard and start hollering, disturbing all your  
11 neighbors, beating on your walls, and so forth.

12           That's a no-no because that will become a  
13 lease violation and you will be subject to  
14 termination and that provision is going to be added  
15 into your lease agreement. That is the -- the only  
16 change right now that's proposed. I think that's  
17 simple enough.

18           Is there any question about that;  
19 everybody understand that? You cannot abuse  
20 alcohol and basically disturb the other neighbors  
21 by using it. Enough said about that.

22           Yes, ma'am?

23           UNIDENTIFIED SPEAKER: My name is  
24 (inaudible). I stay at Foote Homes. My neighbor

1 she cannot -- washing machine -- make a lot of

2 noise. What's wrong with that?

3 MR. PERRY: Would you repeat that?

4 UNIDENTIFIED SPEAKER: My neighbor,  
5 she's a young lady. She's supposed to come up  
6 here. Anyway, she said every time she wash the  
7 girl be knocking on her walls and stuff that she  
8 cannot wash. How is she supposed to keep her  
9 children's clothes clean?

10 MR. PERRY: Let me say this, on  
11 specific issues you have with regard to your unit,  
12 we're going to deal with that after the meeting,  
13 but we're going to have a representative from  
14 management up at the table after the meeting. So  
15 we'll address that after the meeting. Your  
16 neighbor has a specific problem.

17 Let me say this, in your lease agreement  
18 it says do not do anything that disturbs your  
19 neighbor and that's within reason. So that's  
20 reasonable. Reasonable things are okay. Like you  
21 don't need to get up at two o'clock in the morning  
22 and turn your music on and blast it where your next  
23 door neighbor can hear. That's unreasonable, okay?

24 So you don't want to take it to the

16

1 extreme, but that's what we're referring to by  
2 disturbing the quiet of your neighbor. So if you  
3 start drinking and you get intoxicated and you  
4 start beating on the walls and hollering and acting

5 really silly, that's grounds for termination.

6 That's going to be in the lease agreement come

7 July 1. That's what we're proposing.

8           Now next change is we also have a document  
9 called ACCOP. For most of you who come out each  
10 year, that's the document which usually tells you  
11 the controls, the Housing Authority's policies,  
12 from the time you enter into public housing to the  
13 time you leave public housing.

14           Now in this document, which is probably  
15 about 100 pages, 150 pages, is a provision that  
16 we're adding which is that when you -- each one of  
17 you are supposed to get recertified each year. How  
18 many of you know about that, annual certification.  
19 You come to the office, go downtown and tell about  
20 your income and the number of people in your  
21 family. You're aware of, right?

22                           (No response from residents.)

23           MR. PERRY: Now when you get  
24 recertified we are going to do what we call a

17

1 criminal background check, okay? Usually we do it  
2 when someone first comes to public housing, we do a  
3 criminal background check going three years back  
4 from the time that you applied, go back three years  
5 when you first come to public housing.

6           After that we were not doing anymore  
7 checks. So if you went out and robbed one of your

8 neighbors or committed some crime, unless we saw it  
9 in the newspaper or one of your neighbors told us  
10 about it, we wouldn't know about it.

11 But now we're going to know because we're  
12 going to do a background check which should pick up  
13 anything that you've done from the prior year  
14 because it's going to be done each year. Now do  
15 you understand that; is that clear?

16 The second thing that's also in the ACCOP  
17 along with that in the same provision is that we  
18 have an arrangement, agreement, with the Memphis  
19 Police Department where they're going to send us  
20 daily arrest records.

21 Which means anyone, any public housing  
22 resident, Section 8 residents, who gets arrested  
23 will have an arrest record. If that person was  
24 arrested, there will be an arrest report from the

18

1 Memphis Police Department on a daily basis.

2 Now I say this, but because you're  
3 arrested doesn't necessarily mean that you did it.  
4 But some things you're arrested for, say for  
5 instance you're arrested for child support, that's  
6 not really grounds for lease termination.

7 It has to be something we can look at to  
8 determine if that is in violation of our lease  
9 agreement. Some things are not. If you get caught  
10 shoplifting at Kroger, that's not grounds for

11 termination of your lease. You shouldn't do that,  
12 but that's not grounds fore termination of your  
13 lease.

14           But, for instance, if you get caught and  
15 arrested for smoking marijuana, that's going to be  
16 grounds for terminating your lease; doesn't matter  
17 where it is. If you get arrested for assaulting  
18 your neighbor, that would probably be grounds for  
19 termination of your lease. But we will get this  
20 report each and every day, so if something happens  
21 we will be kept informed and aware of it.

22           Would anyone like to ask anything about  
23 that; is that clear; does everyone understand that,  
24 those two things?

19

1           (No response from residents.)

2           MR. PERRY: The next document you are  
3 familiar with is the pet policy. We do have a pet  
4 policy. If you want a pet, there's a 300 dollar  
5 deposit.

6           UNIDENTIFIED SPEAKER: Are fish 300  
7 dollars, that's a pet?

8           MR. PERRY: I don't have the policy  
9 with me.

10          UNIDENTIFIED SPEAKER: I don't want  
11 to get no fish for 300 dollars.

12          MR. PERRY: I think the only reason  
13 they would charge 300 dollars is for the tank, but

14 the fish would not be 300 dollars. I don't know,  
15 but check with your manager, your manager's  
16 office. They'll let you know. There is a policy  
17 for the fish, too.

18 UNIDENTIFIED SPEAKER: I don't think  
19 I'm going to get no fish.

20 MR. PERRY: The only reason why is  
21 the fish are in an aquarium and there's a deposit  
22 for that, also. All right. Now if you have --  
23 usually you have dogs and cats, and if you do, they  
24 have to have license and go to the vet to get

20

1 everything done and follow all the requirements  
2 that the City of Memphis has, plus our  
3 requirements. So if you want to get a pet, go see  
4 your manager.

5 Now the change in the policy is this right  
6 here, if an individual has to have an assisted  
7 animal or pet because of a disability, the doctor  
8 says it's your disability which requires you to  
9 have an assisted animal, then there's no deposit.  
10 The best example of that is if someone is blind and  
11 needs a dog to lead them around. There are others,  
12 but that's the best.

13 Okay, does everyone understand that? Are  
14 we clear on that? Yes, ma'am?

15 UNIDENTIFIED SPEAKER: If it's  
16 recommended by the doctor, it's really not a pet.

17 If you need a dog like for hearing, some people  
18 have a dog to let them know the phone's ringing or  
19 someone's at the door, that's assisted.

20 MR. PERRY: Right, that's what I'm  
21 saying. If you need that -- I said that. If you  
22 have a disability and you need an assisted animal,  
23 there's no deposit; it's waived. We definitely  
24 agree with you, but still a dog is a dog is a dog;

21

1 a cat is a cat is a cat. They're still a pet.

2 People need pets to help them with their  
3 disability and if that's the case, the deposit is  
4 waived. I'm saying if you need a pet to help you  
5 with a disability, there's no deposit, but you need  
6 a doctor to verify that need. That's what the  
7 regulation says, if you need an assisted animal for  
8 a disability, there's no deposit.

9 Does everyone understand that? Would you  
10 give your name?

11 (Inaudible)

12 MR. PERRY: The next document you  
13 have, the grievance procedure, there are no  
14 recommended changes in the grievance procedure that  
15 you have. And those are the documents that you're  
16 really familiar with that are attached to the  
17 annual plan.

18 For the fish what you wanted to know, the  
19 fish is 50 dollars. You have to put the fish in

20 the tank, so there's a charge for the size of the  
21 tank. Then for -- so the fish are covered.  
22 Everything is covered.

23           If you need a fish because you have a  
24 disability and that's going to be an aid in your

22

1 disability for your therapy, then -- because the  
2 doctor said that, it can be. That's what I said.  
3 If it's therapy, it's used for a disability,  
4 there's no charge for the deposit. There are a lot  
5 of different things that they use.

6           I believe that's all I have at this time.  
7 So we're going to hear from, I believe, Ms. Partee  
8 regarding community services, which is very  
9 important, and the Self-Sufficiency Program we have  
10 at the Housing Authority to assist you all in  
11 becoming economically sufficient.

12           MS. PARTEE: Good morning. I have a  
13 different voice this morning. I hope y'all can  
14 understand me. The Memphis Housing Authority  
15 coordinates and promotes many programs to enhance  
16 your economic and self-sufficiency. That's for  
17 everybody.

18           The services and programs that operate on  
19 each of our properties are to benefit everybody.  
20 Now when we talk about the Self-Reliance Agreement,  
21 we're talking about, as Ms. Phillips reminded us,  
22 it's an addendum to the lease.

23           That addendum is for public housing, Hope  
24 VI properties and the mixed finance properties.

23

1 That agreement specifies that if you live on that  
2 property, you must work. Given the economic  
3 conditions, however, that we have -- we're  
4 experiencing, that agreement has not been  
5 implemented on public housing property.

6           It has been implemented on our Hope VI and  
7 mixed finance properties, and that is that you work  
8 at least 30 hours a week if you are not elderly or  
9 disabled or if you are not taking care of an  
10 elderly person.

11           So that means if you have relocated from  
12 Dixie, Lamar or any other property that has become  
13 a Hope VI property or a mixed finance property --  
14 and one of the mixed finance properties is over at  
15 Fowler. It's called Bishop GE Patterson Point.  
16 That's one of our mixed finance properties. If  
17 you're interested in moving there, you must work;  
18 do you all understand?

19                   (Residents respond affirmatively.)

20           MS. PARTEE: But it has not been  
21 implemented on public housing properties. That's  
22 our four highrises, Foote, Cleaborn and Montgomery  
23 Plaza. So when the conditions change in our  
24 economy, that requirement could be applied to those

24

1 properties if they still exist.

2           Family Self-Sufficiency, the Family  
3 Self-Sufficiency is a program that allows you to  
4 save your rent in the event you go to work and  
5 you're a member of the Self-Sufficiency Program.

6           In that program you have goals which you  
7 must meet and one is that you work; one may be that  
8 you're to become a homeowner; one may be that you  
9 become a small business owner. It's a five-year  
10 program, however, you can complete the program in  
11 less than five years provided you meet your goals  
12 and you're no longer on any government assisted  
13 programs.

14           In the meantime, while you are paying the  
15 high rent because you're working, that money goes  
16 into an interest bearing escrow account. So if  
17 your rent was 200 dollars and because you're  
18 working your rent went up 50 dollars, that 50  
19 dollars goes into this account.

20           After you complete the program, you are  
21 eligible to request those funds. It could be 50  
22 dollars, or it could be 5,000 dollars. You can  
23 take that money, it's yours, and do whatever you a  
24 want to do with it.

25

1           You can pay down on a house; you can buy a  
2 car; you can get your kids clothes for school, it's  
3 left up to you but you must complete the program

4 and you must be off of any government assisted  
5 program like food stamps, any of them. You can  
6 draw that money out.

7           We also are in partnership with the RISE  
8 Foundation and in order to be eligible for that  
9 program that we push all the time, which is the  
10 Save-Up Program, is that you also would have to  
11 work, but what happens is when you complete the  
12 program for every dollar you save, they match it  
13 with two dollars.

14           Are you all familiar with the RISE  
15 Foundation Save-Up Program? Good. So that's a  
16 good program and Ms. Phillips was telling you about  
17 the different places you can go or you can utilize  
18 to pay down on a house.

19           You could have the money from the RISE  
20 Foundation; you can have the money from the Family  
21 Self-Sufficiency program and you can still be  
22 eligible for the City's downpayment assistance  
23 program. So you have at least three places where  
24 you can get funding to help bring your mortgage

1 down.

2           Most of you when I look across the room  
3 have been in housing a few years and you should  
4 have gone through an orientation prior to being  
5 located on the property, and that is to help you  
6 with any housekeeping issues, or if you always used

7 an electric stove and now you have a gas stove or  
8 you never had central heat and air, in that program  
9 you're taught how to operate those equipments, the  
10 stove; how to use the refrigerator. We do find  
11 that people put too much in the refrigerator, so  
12 they freeze over.

13           So in that orientation class that's where  
14 we talk to residents about housekeeping, paying  
15 your rent on time. The same kind of things that  
16 Ms. Woodley talks to you about in your residents  
17 meetings.

18           We're also in with the Hope VI programs.  
19 And particularly because the residents have to meet  
20 certain criteria to return to the property, we have  
21 implemented what we call Case Management.

22           Case Management is an operation that we  
23 have that we contracted out to an organization  
24 called Urban Strategies, Memphis Hope, where they

27

1 work with all the relocated residents to make sure  
2 that you can meet the qualifications to return to  
3 that property. If you don't want to return, to  
4 make sure that you can maintain the housing where  
5 you are.

6           So right now we have the case managers and  
7 we also have case managers here at Cleaborn -- over  
8 there at Cleaborn and here at Foote and in  
9 Montgomery and they help you maintain your housing;

10 they help you in finding employment or going back  
11 to school; help you with any health care issues you  
12 may have, you name it. The case manager will help  
13 you in finding resources that can assist you.

14           If you come to 700 Adams, you will find  
15 that we have, in the last eight years, opened a  
16 career center. It's called the Resident Employment  
17 and Training Center. We get job announcements; we  
18 get training information; we have computers where  
19 you can go out and search for jobs; we have an  
20 employee binder so that when jobs come in, we file  
21 them in there.

22           So if you're interested in looking for a  
23 job or getting a better job, you come to the  
24 Resident Employment and Training Centers open five

28

1 days a week from 8 to 4:30.

2           One of the other programs that we have,  
3 and I don't know if y'all are taking advantage of  
4 this, but that's our scholarship program. The  
5 Resident Association's resident council has a  
6 scholarship program and we have one at the office  
7 that's called the Executive Director's Scholarship  
8 Program

9           Any graduated senior who can bring to me a  
10 copy of the acceptance letter, it can be a trade  
11 school; it can be a junior college; it can be a  
12 university, anywhere they're going to get

13 additional training and education, they can qualify  
14 for a scholarship from the Housing Authority.

15           We also have Boy Scouts and I know, we had  
16 or still have, troops in Cleaborn -- I'm sorry.

17           UNIDENTIFIED SPEAKER: About the  
18 scholarship program, could you tell us how much the  
19 scholarship is worth?

20           MS. PARTEE: It varies, but it starts  
21 at 1500 dollars. And if a young person comes in  
22 and meets the qualifications, we will continue to  
23 give them that scholarship until they complete  
24 their education.

29

1           UNIDENTIFIED SPEAKER: What are the  
2 other qualifications besides that letter?

3           MS. PARTEE: They would need three  
4 references and they would need to write an essay  
5 explaining why they need the scholarship and a  
6 letter of acceptance from the school they're going  
7 to.

8           What's interesting is we're not basing  
9 this scholarship on grades, but, you know, in order  
10 to get in school, you have to have a certain grade  
11 point average. So we know that the good students  
12 will apply.

13           Some of you are familiar with our Goal  
14 Card Program that the RISE Foundation operates out  
15 of here. Are you all familiar with the Goal Card

16 Program?

17 (Residents respond affirmatively.)

18 MS. PARTEE: In that Goal card  
19 Program you must come in and apply for the program,  
20 first of all. This program is targeted to youth to  
21 increase their attention; to build their  
22 citizenship. It has nothing to do with their  
23 grades.

24 However, an incentive for them to make

30

1 good grades is that they earn points. In earning  
2 those points, that means that their grades are  
3 improving and they would have a store here where  
4 they can buy different games, school supplies,  
5 tickets to events, clothing, things that they have  
6 suggested to us to put into the store. So make  
7 sure your children take advantage of the Goal, and  
8 it's G-O-A-L, Goal Card Program.

9 We also have services that are conducted  
10 by health providers. We have the Memphis Health  
11 Center; we have Family Home Health and other health  
12 providing agencies that come out and work with our  
13 residents who need assistance with housekeeping;  
14 they need assistance with getting their meals; they  
15 need assistance in getting to the doctor.

16 They've even come out and helped move a  
17 resident, an elderly resident, who was being  
18 relocated from one apartment to another and this

19 team came out and helped moved them.

20           Also, the last thing I'd like to tell you  
21 all about is the home delivery meal program that  
22 MIFA provides. We make referrals to MIFA and MIFA  
23 comes out and they conduct an assessment. Based on  
24 that assessment they can either qualify you or not

31

1 qualify you to receive home delivered meals.

2           Anyone have any questions?

3           (No response from residents.)

4           MS. PARTEE: Thank you.

5           MR. SWINDLE: Good morning. My name  
6 is Mike Swindle and I'm here to represent the  
7 Capital Improvements Department. And within  
8 capital improvements what we do is most of those  
9 items that are beyond the routine maintenance type  
10 of things. So we do -- it varies.

11           We've done the demolitions, participate in  
12 redevelopment of some of the older facilities that  
13 were demolished. We also do insulation, major  
14 repairs to equipment, those type of items. We  
15 don't really get into the routine maintenance type  
16 thing. So I can't answer those questions.

17           But let me give you an overview of what we  
18 have planned for this development, and also for  
19 other developments over the next several years,  
20 plus this annual plan year.

21           For this plan year what we have for Foote,

22 we're looking at doing some unit repairs. We have  
23 maybe two -- I think two fire damaged units and one  
24 has a damaged unit at the facility, so we're

32

1 looking at taking care of those items. Plus, we  
2 have, I understand, some roof leaks in a couple of  
3 buildings, so we're looking at going to put on new  
4 roofs, those type of items for this plan year.

5           Now for the long-term, but may not be so  
6 long-term, we're also looking at a program called  
7 Triangle Noir. What Triangle Noir includes is the  
8 four highrises and two of the lowrises. Those four  
9 highrises we're talking about Borda, Barry,  
10 Jefferson and Venson; lowrises we're talking about  
11 Foote and Cleaborn, does not include Montgomery  
12 Plaza.

13           What Triangle Noir is -- we're kind of in  
14 the concept phase of it. We're just starting.  
15 What it includes is the demolition of Foote and  
16 Cleaborn and right now the disposition, the sale,  
17 of the highrises, and we're talking about something  
18 that's going to happen over a period of time.

19           I'm just throwing it out there and the  
20 closer we get to this, we'll come back and talk  
21 some more about it. I'm just letting you know what  
22 we're looking at, the concept phase, all right?

23           So that includes, like I say, the sale of  
24 the highrises and the demolition of Foote and

1 Cleaborn. We're looking at Cleaborn first. What  
2 year, we don't know. It may be two years, three  
3 years from now. It all depends on when the funds  
4 become available within this Economic Stimulus  
5 package.

6           As far as some of the other developments,  
7 Montgomery Plaza we just finished a round of  
8 improvements. We did some site improvements; we  
9 also did some minor improvements to the units as  
10 far as replacing doors and windows.

11           At Cleaborn what we're looking at in the  
12 short-term, we're looking at doing some unit  
13 repairs. We have about 30, 30 plus, no more than  
14 40, units at Cleaborn in bad shape. So we're  
15 looking at that facility also doing some site  
16 improvements, okay?

17           That's kind of based on where we are with  
18 this redevelopment. Redevelopment is most  
19 likely -- won't focus on it because it going to be  
20 a long distance off.

21           With Askew Place and G.E. Patterson, we're  
22 looking at going in and putting in some security  
23 doors for this plan year, but we also are looking  
24 at -- we just finished up a round of security doors

1 at Uptown Homes.

2           At Venson and also at Borda we're also  
3 looking at some roof repairs and roof replacements  
4 at those two facilities. And that's about all I  
5 have.

6           Do you all have any questions for me?

7           (No response from residents.)

8           MR. SWINDLE: Thank you.

9           MR. PERRY: Are there any comments  
10 you would like to make?

11          (No response from residents.)

12          MR. PERRY: We appreciate your coming  
13 out for this presentation and thank you for the  
14 wonderful turnout and hope that everyone had a  
15 chance to sign in. Again, we thank you and look  
16 forward to seeing you again next year.

17          (The meeting was concluded at  
18 approximately 10:00 a.m.)

19

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1           C-E-R-T-I-F-I-C-A-T-E

2

STATE OF TENNESSEE:

3

4

COUNTY OF SHELBY:

5 I, CATHY A. HASTINGS-NICKELSON, Certified  
6 Court Reporter and Notary Public, Shelby County,  
7 Tennessee, CERTIFY:

8 1. The foregoing proceedings were taken  
9 before me at the time and place stated in the  
10 foregoing styled cause with the appearances as  
11 noted;

12 2. Being a Court Reporter, I then  
13 reported the proceedings in Stenotype to the best  
14 of my skill and ability, and the foregoing pages  
15 contain a full, true and correct transcript of my  
16 said Stenotype notes then and there taken;

17 3. I am not in the employ of and am not  
18 related to any of the parties or their counsel, and  
19 I have no interest in the matter involved;

20 4. I FURTHER CERTIFY that this transcript  
21 is the work product of thie Court Reporting Agency  
22 and any unauthorized reproduction and/or transfer  
23 of it will be in violation of Tennessee Code  
24 Annotated 39-14-149, Theft of Services.

25 WITNESS MY SIGNATURE, this, the \_\_\_\_\_  
26 day of \_\_\_\_\_, 2009.

27 \_\_\_\_\_  
28 Cathy A. Hastings-Nickelson  
29 CCR, RPR, Court Reporter and  
30 Notary Public\*\*\*\*\*

31 My Commission Expires:  
32 July 27, 2011

1

1

2

3

MEMPHIS HOUSING AUTHORITY

4

FY2005-2009 PHA PLAN

5

&  
ANNUAL PLAN FOR FY2009

6

DEVELOPMENT HEARING

7

CLEABORN/ASKEW & 3 TRANSITIONAL HOUSES



11

HOPE VI GRANTS  
DISPOSITION:

13

MS. LURETHA PHILLIPS

14 OPERATIONS AND  
MANAGEMENT:

15

MR. WILLIAM WEBB

16

17 RESIDENT ASSOCIATION  
PRESIDENT:

18

MS. YANCEY

19

20

21

22 REPORTED BY:

23

MS. LASHAWN LYONS  
Court Reporter, CCR

24

3

1

2 MEETING COMMENCED AT APPROXIMATELY 1:12 P.M.

3

4

MR. PERRY: Good afternoon. My

5

name is Gregory Perry, and I am the staff

6

attorney for the Housing Authority. I want to

7

thank your resident association president,

8

Ms. Yancey, for allowing us to use these

9

facilities and allowing us to discuss with you

10

our annual plan for fiscal year 2009.

11

For those of you who don't know, this is

12

your resident association president,

13

Ms. Yancey.

14           How many of you all know her?

15                       (No response.)

16           MR. PERRY: Do you all know that  
17 this is your resident association president?

18                       (Residents respond affirmatively.)

19           MR. PERRY: All right. It's done  
20 by election, and you had an election and you  
21 officially voted her in. She's the spokesperson  
22 for this development. She can tell you when the  
23 meetings are held.

24           MS. YANCEY: My meetings here are

4

1 every third Thursday in the month at one

2 o'clock.

3           MR. PERRY: The Housing Authority  
4 would like for you to come out and attend  
5 meetings. This is your chance to talk to your  
6 resident associate and for you to meet and  
7 discuss the things that you have on your mind to  
8 bring back.

9           Can everyone hear me?

10                       (Residents respond affirmatively.)

11           MR. PERRY: Now, each year, the  
12 Housing Authority comes to all the developments  
13 that we have to discuss our goals and our annual  
14 plans. It's now time for us to begin to discuss  
15 the annual plans and what we plan to do for the  
16 upcoming year.

17 Ms. Partee, for the announcement, wants to  
18 ask everyone to put your cell phones on  
19 vibrate. I don't want it to be ringing while  
20 we're discussing.

21 Also, again, we're here to discuss the  
22 2005 through 2009 annual plan. And the resident  
23 management are responsible for maintaining all  
24 of our buildings and houses in the community

5

1 complexes.

2 If you have any specific problems  
3 regarding any of your units, the resident  
4 management, and I think your foreman and some  
5 representatives from this development, will  
6 remain after we have completed the annual plan  
7 and discussed those specific problems.

8 So if your commode is stopped up, and it  
9 has been stopped up for the last five days,  
10 they're here to take care of that problem  
11 today. They'll be here. Okay.

12 I just want you to hold those type  
13 problems that deal specifically with the  
14 development representatives who will take those  
15 issues up as soon as we discuss the annual  
16 plan.

17 Is that fair enough?

18 (Residents respond affirmatively.)

19 MR. PERRY: On behalf of our

20 executive director, Robert Lipscomb, I again  
21 thank you for coming out and participating in  
22 our annual plan.

23         The mission of the Memphis Housing  
24 Authority, again, hasn't changed since I've been

6

1 doing this: To provide community revitalization  
2 through a seamless system of supportive  
3 services, affordable housing, and new business  
4 developments.

5         Our business statement is to become a  
6 national model for the community  
7 revitalization.

8         The goals of the Housing Authority is to  
9 increase the availability of decent, safe, and  
10 affordable housing, improve community quality of  
11 life and economic vitality, promote  
12 self-sufficiency and to assist in the  
13 development of families and individuals and to  
14 also provide equal opportunity in housing for  
15 everyone.

16         If we look through the plan, through the  
17 annual plan, through our five-year plan, for a  
18 summary of that plan, we're trying to replace  
19 obsolete public housing stock. That's one of  
20 the goals for our annual plan.

21         It's guaranteed housing for current  
22 residents. We want to also provide residents

23 with counselors. We're going to move toward  
24 senior and disabled developments. We want to

7

1 reduce our vacancy rate, and we have a  
2 coordinated case manager. We want to increase  
3 our job opportunities and promote  
4 self-sufficiency.

5 That's basically our mission and our  
6 goals.

7 Now, since I have the mike on the floor,  
8 I'm going to discuss some of the changes in the  
9 documents that accompany the annual plan.

10 The annual plan this year is not as thick  
11 as usual, but it's probably about a 60 to 70  
12 page document. Also with the plan, we have  
13 attachments. Some attachments are very  
14 important to you. And basically, the  
15 attachments to the annual plan that you look at  
16 every day are probably your lease agreement.

17 Do all of you have a lease agreement?

18 (Residents respond affirmatively.)

19 MR. PERRY: Have you read your  
20 lease agreement?

21 (Residents respond affirmatively.)

22 MR. PERRY: Good.

23 So all of you have received a lease  
24 agreement. If you haven't received a lease

8

1 agreement, raise your hand.

2 (No hands are raised.)

3 MR. PERRY: Okay. So everyone  
4 has a lease agreement.

5 I'm going to pass out the changes I'm  
6 going to have in the ACCOP. I'm going to  
7 discuss it with you, and you can look at them.  
8 That change involves criminal background  
9 investigation. I guess there's really two.

10 When you first come to public housing as a  
11 new resident, we do what we call a criminal  
12 background check. It goes back three years.  
13 Okay. We've changed this for the Section 8  
14 Program.

15 Any individual 17 years of age or older  
16 will have a criminal background check done for  
17 the group public housing. That wouldn't apply  
18 to you because basically, you're already here.  
19 We go back three years. All right. It's for  
20 any applicants that come in.

21 The second change, though, does apply to  
22 you. In the past, we only did a criminal  
23 background check when you first came in, right?  
24 We went back three years. If you came here in

9

1 the year 2000, we went been three years to  
2 1997. So now, though, we're going to make a  
3 change, and one of the changes is we're going to

4 do a criminal background check when you get  
5 recertified.

6           You get recertified once a year, right?

7                   UNIDENTIFIED SPEAKERS: Yeah.

8                   MR. PERRY: In the  
9 recertification process, the Housing Authority  
10 is going to run a criminal background check to  
11 make sure you're not involved any activities  
12 prohibited by the police.

13           For instance, the lease says that as  
14 public housing residents, you cannot use drugs.  
15 No marijuana. Period. I'm not talking about  
16 legal drugs, but illegal drugs; you can't use  
17 it. So if we do a criminal background check and  
18 we find that you've been arrested for that year  
19 on a drug charge, you need to be evicted.

20           Do you understand that?

21                   (Residents respond affirmatively.)

22                   MR. PERRY: Okay. Now, as well  
23 as doing the criminal background check during  
24 your recertification, we also have what I call a

10

1 cooked-up police department, and we'll provide  
2 them the name and then birthday, and they'll  
3 tell us if -- like, if you were arrested last  
4 night, they'll tell us the next day that you got  
5 arrested.

6           So as well as doing an annual check --

7 that's really public record. Anyone can do it.  
8 If you want to find out, you can find out, just  
9 go on the Internet. You can find out about  
10 me having any traffic tickets. You just put my  
11 name in and boom; it'll pop up. Everything is  
12 on the Internet now.

13           We will have access to those records. At  
14 12 o'clock at night, my cell phone goes off, and  
15 I get an e-mail from the Memphis Police  
16 Department advising me of any arrests in public  
17 housing.

18           And let me tell you this, one of the  
19 reasons why we do this is there's a  
20 misconception in the community that the public  
21 housing community is somehow involved in a lot  
22 of illegal activity, and that's just not true.  
23 The number of arrests involving the public  
24 housing community are not that many since we've

11

1 been doing this.

2           Now, if it's like child support or traffic  
3 tickets or so forth, that doesn't bother us.  
4 We're looking for major offenses. A lease  
5 violation, we will take some action. Okay.

6           You understand that?

7                           (Residents respond affirmatively.)

8           MR. PERRY: That's one of the  
9 changes. Now, if you don't like that, let me

10 take you through all of the changes before I  
11 stop.

12         The reason why we're here is to get your  
13 comments. If you don't like some of the things  
14 we say, you can write it down on a piece of  
15 paper saying: I don't like the way this  
16 happened to me, what they're doing, or what I  
17 want them to do differently. All right.

18         We will consider each one of your  
19 comments. This is your opportunity to express  
20 yourself and let us know how you feel towards  
21 our annual plan.

22         And one of the things we're doing is doing  
23 background checks to try to cut down on lease  
24 violation and criminal activity.

12

1         Like I said, if you get arrested for child  
2 support, we're not going to get involved with  
3 that. That's not on the lease. That's  
4 something you should do, though, and you should  
5 be arrested for that, but that's not on the  
6 lease.

7         Traffic tickets, driving with no driver's  
8 license, these are things that you should not  
9 do, but you won't get evicted for that. All  
10 right. But if it's one of those things like for  
11 drugs or crime in the development, then you  
12 would get evicted for that. All right.

13 Does everyone understand that change in  
14 the lease agreement?

15 (Residents respond affirmatively.)

16 MR. PERRY: Those are the two  
17 major changes in the ACCOP. In the lease  
18 agreement, there's also major changes in the HUD  
19 requirements. Basically it says that if you use  
20 alcohol and abuse the use of alcohol -- I mean,  
21 like if you're sloppy drunk and disturbing the  
22 other residents -- okay. Let me break it down.  
23 If you disturb other residents, then your lease  
24 can be terminated. All right.

13

1 So it's a pattern of abusing alcohol. You  
2 can go drink in your house, basically, as long  
3 as you want to, as long as you don't disturb  
4 anybody. If you disturb your next door  
5 neighbor, that is a problem, and it's going to  
6 be a section in the lease that's going to deal  
7 with that called abuse of alcohol. Okay. All  
8 right.

9 Now, some of you understand what I'm  
10 saying. Some of you will drink and start acting  
11 real crazy; you go outside and start hollering.  
12 Okay. That's a reality. Some people can't hold  
13 their alcohol.

14 Now, if you've got a pattern of that and  
15 you're constantly doing that, it could lead you

16 to getting evicted. All right. I just want you  
17 to understand that. And that's a written  
18 change; that was not in the lease agreement.  
19 HUD decided to put that in our termination  
20 policy.

21           The other change in the document is the  
22 pet policy. We have a pet policy. You can have  
23 a pet. In order to have a pet, you have to pay  
24 a deposit. I think the deposit is about \$300.

14

1 If you have a dog, you have to pay a pet deposit  
2 just in case the dog starts chewing up on our  
3 apartments, and we have to make repairs.

4           You have to get the dog licensed, and you  
5 have to get the dog all of his shots and so  
6 forth. When the dog goes out and does his  
7 business, you have to go behind him and do a few  
8 things as far as city regulations and clean it  
9 up. As long as you do all of that and the dog  
10 doesn't disturb anyone, then it's fine.

11                   MS. PARTEE: I'm going to have to  
12 give every other person a copy, and then I'll  
13 come back because I don't think we're going to  
14 have enough. Okay. But we'll get you a copy.

15                   MR. PERRY: Now, those are the  
16 major changes to the pet policy. Use those as  
17 your pet policy. HUD requires us to make the  
18 changes to our pet policy. That's it.

19           If there is any individual who has a  
20 disability that calls for that individual to  
21 need the assistance of a pet, animal, then we're  
22 not going to charge you for that. You can have  
23 your assisted animal.

24           And I guess one of the best examples I can

15

1 use is: If someone has lost their vision and  
2 they need an animal to assist them in moving  
3 around the building and they use a dog and it's  
4 trained, okay, then that's fine. There's no dog  
5 deposit. You can have that animal. You still  
6 need to follow proper city regulations, proper  
7 shots, and so forth.

8           If you have a disability and you need a  
9 animal to assist you in your disability, no  
10 charge for that. All right.

11           Does everyone understand that?

12                         (Residents respond affirmatively.)

13                         MR. PERRY: Okay. That's the  
14 necessary changes to the pet policy.

15           You also have, some of you may not know  
16 this, a grievance procedure.

17           How many of you know about the grievance  
18 procedure?

19                         UNIDENTIFIED SPEAKER: We have a  
20 what?

21                         MR. PERRY: A grievance

22 procedure.

23           For instance, if you have a dispute with  
24 management -- for instance, if they charge

16

1 you -- I'll give you an example. If you get  
2 charged for a door that's damaged and you  
3 believe you did not damage your door; it's just  
4 normal wear and tear; it's old and falling off  
5 the hinges; it's been there for 20 years, but  
6 they say it's your fault and it becomes a  
7 dispute, you can file a grievance.

8           They will only charge you for the door.  
9 They will not charge you if it's normal wear and  
10 tear. If you want to dispute that, then you  
11 file a grievance. You have ten working days to  
12 file a grievance, and then you talk to your  
13 manager.

14           If you can't get it resolved with the  
15 resident manager, then you will finally end up  
16 before a hearing panel, which consists of  
17 Housing Authority employees. There's also some  
18 residents on the panel. All right. That's  
19 called the grievance procedure.

20           We're not always right. Sometimes we're  
21 wrong. All right. So that's the reason we have  
22 a way and means of -- checks and balances -- so  
23 you can dispute that, okay, in a normal and  
24 diplomatic way. All right. All of those

1 documents can be found in the development  
2 office.

3           Okay. Those are the basic changes that I  
4 have. Now does everyone understand those  
5 changes?

6           We'll have a comment period at the end,  
7 but does anyone have a comment about any of  
8 those changes?

9                           (No response.)

10                   MR. PERRY: All right.

11           If you think about any changes you'd like  
12 to see revisited, at the end, you'll have a  
13 chance to give your comments. We'll take  
14 those. All right. Thank you.

15           The next individual will be Mr. Michael  
16 Swindle, and he's with the Capital Improvement  
17 Department -- no, excuse me. Ms. Partee is  
18 next.

19                   MS. PARTEE: Good afternoon. You  
20 know what, you all are so orderly. I appreciate  
21 that. Because you know, sometimes, we don't  
22 like to listen, and we like to talk to one  
23 another. But you all are here today because you  
24 are interested in what's going to happen with

1 the Housing Authority, which means what's going

2 to happen to me, you; what's going to happen.

3 And so these are our plans and some of the

4 activities that we already provide.

5 Now, I'm supposed to talk about community

6 service. How many people in here know what

7 community service is?

8 (Residents raising hands.)

9 MS. PARTEE: Wonderful.

10 How many people in here are responsible

11 for performing community services?

12 (Residents raising hands.)

13 MS. PARTEE: Did everybody raise

14 their hand?

15 If you're not grown yet, if you're not

16 over 62, if you're not disabled, and being

17 disabled means you have to bring in a doctor's

18 statement saying you can't work, that will

19 exempt you. But you have to do those community

20 service hours. Otherwise, you're out of

21 compliance with your lease, and it needs to be

22 terminated.

23 Now, who wants their lease terminated for

24 eight hours?

19

1 (Residents respond negatively.)

2 MS. PARTEE: I happen to have a

3 list up here of the community service providers,

4 and your manager's office also has that

5 information, so you all know the guidelines.  
6 You know why you have to perform the hours  
7 because it's a HUD mandate; it's a law. We  
8 didn't make the law, HUD did, Congress did. So  
9 you must perform community service hours.

10         And you should perform those hours in an  
11 organization that would lead you to make  
12 employment, so you should make a good example of  
13 yourself when you go to perform your community  
14 service. You should look like you're going to  
15 work rather than just volunteering. You should  
16 look like you're going to work, and they may  
17 hire you. Okay.

18         How many people know about the Family  
19 Self-Sufficiency Program?

20                     (Residents raising hands.)

21                     MS. PARTEE: I don't see many  
22 hands.

23         Are you a member?

24                     (Residents respond affirmatively.)

20

1                     MS. PARTEE: If you are employed  
2 and you are signed up for the Family  
3 Self-Sufficiency Program, you can receive cash.  
4 That means that if you follow the goals and  
5 objectives -- it's a five-year program. You can  
6 cash out once you complete the program.

7         But in that program, if your rent goes up

8 because your income goes up and you're in the  
9 Family Self-Sufficiency Program, that difference  
10 goes into an interest-bearing account for you,  
11 but you must complete the program. Otherwise,  
12 we keep the money.

13           You could get back from a hundred dollars  
14 to five thousand dollars to eight thousand  
15 dollars. It's depending on how much of interest  
16 you get on your job. And you can use that money  
17 for whatever you want. You can wash it in the  
18 washing machine if you want to. It's whatever  
19 you want to do with it.

20           We also have a save-up program through an  
21 organization called RISE.

22           Do you all know about the RISE Program?

23                       (No response.)

24           MS. PARTEE: For every dollar you

21

1 save, they'll give you two dollars, so then  
2 you'll have how much money?

3                       (No response.)

4           MS. PARTEE: Three dollars.

5           So you all don't know about that program?

6                       (Residents respond affirmatively.)

7           MS. PARTEE: Well, you know, in  
8 order to save, you're going to have to work, but  
9 just think about it, you're in the Family  
10 Self-Sufficiency Program. You can also enroll

11 in the save-up program. You got money coming in  
12 from two sources; you're saving.

13 In the RISE Foundation, your savings can  
14 go for a house; it can go for a computer, and it  
15 can go for a car. But we want to become  
16 homeowners, don't we?

17 (Residents respond affirmatively.)

18 MS. PARTEE: Yeah, we want to  
19 become homeowners.

20 We're going to try to bring Boy Scouts  
21 here, but you know, we have Porter Gym down  
22 there. Also over in Mustard Seed, you have  
23 computer training classes.

24 Did you all know about that?

22

1 (Residents respond affirmatively.)

2 MS. PARTEE: Mustard Seed has a  
3 community -- has a community computer class for  
4 children and adults. They have tutorial  
5 programs, mentoring programs, homework  
6 laboratories. So we need to take advantage of  
7 it.

8 I can't have a child anymore, so I need to  
9 send them to a person who knows what's going on  
10 now in education. So if your child is not doing  
11 as well as you think they should be doing, send  
12 them over there to Mustard Seed, and they'll get  
13 them on the right track. Okay.

14           Our goal in public housing and in the  
15 human services department, where I work, is to  
16 promote self-sufficiency and assist families and  
17 underdeveloped individuals to become  
18 self-sufficient, and that means to help increase  
19 your opportunities of employment and  
20 independence so that you don't have to depend on  
21 government assistance anymore; you don't have to  
22 depend on food stamps or AFDC; that you're  
23 working now, and you can pay your bills, pay  
24 your expenses. But never, ever stop looking on

23

1 that sales rack.

2           We also have, in our high-rises, we have  
3 clinics. They're open every day. They have  
4 blood pressure checks and cholesterol checks and  
5 monitor the residents' medication. We also have  
6 home health services that come out to the  
7 development.

8           And the home health agency that we work  
9 with are not -- created a team that if you're  
10 having problems with your housekeeping, they  
11 will come out and help you get your house in  
12 order, so that at the next housekeeping check  
13 up, you can pass it. And they're going to help  
14 you learn how to keep it clean. Okay.

15           We also have homemakers, who are senior  
16 citizens, and we have senior companions, who are

17 also senior citizens. The senior companion  
18 basically provides what you call support  
19 services and friendship visits; they check on  
20 you and see if you're okay.

21 They may do something like housekeeping,  
22 but the homemakers will actually do  
23 housekeeping. That'll wash clothes and hang  
24 them on the line, go buy your groceries for you

24

1 or make your doctor appointments. So all you  
2 need to do is call our Service Coordinator  
3 Program if you need those services.

4 We additionally have what's called the  
5 Resident Employment and Training Center. We  
6 have had that center down on 700 Adams for about  
7 seven or eight years now. That center can help  
8 you in finding employment. It also has a  
9 program that helps you with your GED, if you  
10 don't have a high school diploma, or with the  
11 TAKS test.

12 How many people have their high school  
13 diploma?

14 (Residents raising hands.)

15 MS. PARTEE: Wonderful.

16 Because you know what, that's very  
17 important now in getting a job. So if you don't  
18 have your high school diploma, we can help you  
19 work toward it. Isn't that wonderful? I want

20 to see some of you guys down there because  
21 you're going to have to work to stay in  
22 housing.

23 Does anybody have any questions?

24 UNIDENTIFIED SPEAKER: Well, I

25

1 don't have my GED, but I was going to school for  
2 my education, but I don't have mine.

3 MS. PARTEE: Okay. But you're  
4 going to school for it?

5 UNIDENTIFIED SPEAKER: Not now.  
6 I was.

7 MS. PARTEE: You need to go back,  
8 don't you think?

9 UNIDENTIFIED SPEAKER: I had to  
10 go when my son -- before he got grown, then they  
11 stopped me.

12 MS. PARTEE: Okay. But we can  
13 start it up again. We'll talk about it.

14 Thank you.

15 How many of you all have signed a document  
16 that's called the Self-Reliance Agreement?

17 You should have signed it at  
18 recertification. If you're a new resident, you  
19 should have signed it when you signed your  
20 lease, and that document tells you that you must  
21 work. It tells you how many hours you should  
22 work.

23 Yes, ma'am?

24 UNIDENTIFIED SPEAKER: How many

26

1 hours do you have to work?

2 MS. PARTEE: Thirty hours a  
3 week. You can also work and go to school, but  
4 it still has to add up to thirty hours. And if  
5 you have a child that has become eighteen, that  
6 child is not exempt. They're an adult now, so  
7 they must work also.

8 Okay.

9 Yes, ma'am?

10 UNIDENTIFIED SPEAKER: What if  
11 they're in college?

12 MS. PARTEE: That's an exemption,  
13 but you have to provide the documentation to the  
14 manager, a letter from the school, some grades  
15 from the school. You've got to provide that  
16 because everybody in here would have a child in  
17 school, in college, if they thought that would  
18 help them keep their housing. Okay.

19 Thank you.

20 MR. WEBB: Thank you,  
21 Ms. Partee.

22 My name is William Webb. I'm director of  
23 asset management. And Jackie before you get  
24 situated -- Ms. Partee?

27

1 MS. PARTEE: I'm listening.

2 MR. WEBB: I think the other  
3 exemption was if they were in a welfare  
4 program --

5 MS. PARTEE: They know that; I'm  
6 sure.

7 MR. WEBB: We just want to  
8 reiterate that. You must be in good standing.  
9 That's the fourth exemption for community  
10 service. Even though, you know -- basically  
11 what I want to talk about isn't in the annual  
12 planner per se.

13 I always want to come out and introduce  
14 myself and also let you know that I'm here to  
15 make sure that customer service and the quality  
16 of service that you get as residents is  
17 something that is satisfactory.

18 Again, I'm the director of asset  
19 management, and we have our property manager for  
20 Cleaborn, James Cowans, here to the right. And  
21 then we also have -- his new assistants are  
22 currently with one of the DPS inspectors and  
23 another one is in the office, so they're not  
24 present, and also the foreman is also with the

28

1 inspector, so he's not present.

2 But what I wanted to make sure you as a  
3 resident understood from a chain-of-command

4 standpoint, from a quality-of-service  
5 standpoint, whenever you have a problem in your  
6 unit, who is the first point of contact?

7 UNIDENTIFIED SPEAKER: The  
8 manager.

9 MR. WEBB: The property manager.

10 So whether you go to the manager's office  
11 or whether you make a phone call to the  
12 manager's office, that's going to be the initial  
13 contact. If you've done that and you still  
14 hadn't seen any results, make a follow-up. If  
15 that doesn't work, the asset manager, who's down  
16 the hallway, is the next person who's over the  
17 property manager that you need to speak with.

18 If you've spoken with him and you still  
19 are not satisfied with the results, then you  
20 contact me. And my phone number is 544-1372.  
21 But again, that's the property manager, asset  
22 manager and then myself.

23 Everybody's okay with that?

24 (No response.)

29

1 MR. WEBB: The reason why I'm  
2 going through this scenario is because this  
3 year, we desperately want to improve our  
4 customer service to the residents. You know,  
5 we've seen and we've heard throughout the years,  
6 and we'll certainly admit, that as a staff,

7 sometimes we do drop the ball.

8           Sometimes we don't get to the problem as  
9 quickly and as fast as we need to, so we're  
10 challenging ourselves this year with the hope  
11 that we can improve the level of service to you  
12 as a resident.

13           There are three things that I'm asking you  
14 to do: Number one is to pay your rent, pay it  
15 on time. If you pay it on time, it's to whose  
16 advantage? It's to your advantage. If you  
17 don't pay your rent on time, it's what? That's  
18 a late fee. Why pay a late fee when you can pay  
19 your rent on time?

20           We've already talked about community  
21 service. If you're not working, you must  
22 perform community service. Or what? You're  
23 subject to get your lease canceled. And it's  
24 another thing that MHA wants, and it's what HUD

30

1 wants.

2           As Ms. Partee has indicated, it's a HUD  
3 mandate; it's a law, so we're governed by the  
4 rules and regulations of HUD. So we have to  
5 follow whatever HUD puts out. So if HUD says  
6 that you don't meet these exemptions and you're  
7 not performing community service, then we have  
8 no choice but to issue a lease cancellation.

9           And again, community service is how many

10 hours a month?

11 UNIDENTIFIED SPEAKER: Thirty  
12 hours.

13 MR. WEBB: Eight hours a month.  
14 That's not a lot, is it?

15 UNIDENTIFIED SPEAKER: No.

16 MR. WEBB: If you're not in  
17 compliance, and I'm sure Mr. Cowans and his  
18 staff are tracking that, get with your manager,  
19 get with your assistant manager so that you  
20 don't put yourself in a position where you get a  
21 lease cancellation.

22 The third item that I'm asking you to do  
23 or the agency is asking you to do as residents  
24 is take care of your unit. Every quarter, the

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1 manager comes by and performs, as you know,  
2 housekeeping inspections.

3 Housekeeping goes a long way with what  
4 that unit looks like. Show me a poor  
5 housekeeper, I'm going to show you a poor unit.  
6 You show me a good housekeeper, chances are,  
7 you've got a good unit. So housekeeping, again,  
8 is to your advantage.

9 And I want to stress again that if that  
10 particular unit does not pass housekeeping  
11 inspections, you get what's called a ten-day  
12 cure. Ms. Partee and her staff are set up to

13 come out to assist you, to help you pass  
14 housekeeping. Hopefully after that ten-day  
15 period, you can pass. If not, that's another  
16 unfortunate opportunity for you to get your  
17 lease canceled.

18         So there are three things that you're  
19 required to do as a resident that I think will  
20 help ensure your longevity here if you choose to  
21 remain in public housing.

22         There's another item, safety and crime  
23 prevention. As you all know, our security force  
24 has gone from 47 to just a handful. HUD doesn't

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1 give us money. It's imperative that the  
2 residents who have it within themselves help to  
3 make Cleaborn as safe a neighborhood as you  
4 can.

5         We're not asking you all to go toe-to-toe  
6 with gangbangers. We're not asking y'all to do  
7 that. What we are asking you all to do is to  
8 make sure that -- especially, if you have  
9 children -- that your child is not going around  
10 vandalizing or doing anything of a criminal  
11 nature that would subsequently cause you to lose  
12 your lease.

13         It's important that not only, you know, we  
14 look out for ourselves, but we need to make sure  
15 that our children are doing what they're

16 supposed to be doing. They need to be in school  
17 if they are of school age and just being a  
18 neighbor, just being a good neighbor.

19         You know, you want to make sure that your  
20 neighbor next door, the neighbor upstairs is  
21 doing well, so I just wanted to reiterate those  
22 items to y'all even though they're not in the  
23 annual planner. I wanted to take the time to  
24 come before you all and mention those things.

33

1         And here, again, at the end of the  
2 meeting, if you have repairs that you need done  
3 in your unit that have not been addressed, the  
4 property manager, James Cowans, is here. He'll  
5 be with you after the meeting, take your name,  
6 get your unit number, get the nature of the  
7 repair, and we'll get somebody out to take care  
8 of it.

9         At this time, I think Ms. Phillips stepped  
10 out, so we're going to yield the floor to  
11 Michael Swindle.

12         Ma'am, did you have a question?

13                 UNIDENTIFIED SPEAKER: That  
14 number again was?

15                 MR. WEBB: Okay. Yes. That  
16 number is 544-1372.

17                 UNIDENTIFIED SPEAKER: I want to  
18 know your name.

19 MR. WEBB: William Webb, W-E-B-B.

20 Anybody else?

21 (No response.)

22 MR. WEBB: All right.

23 MR. SWINDLE: How's everyone

24 doing today?

34

1 UNIDENTIFIED SPEAKER: Fine.

2 MR. SWINDLE: My name is Michael

3 Swindle. I'm here to represent the Capital

4 Improvement Department, and mostly what we do is

5 those items that are a step above the routine

6 maintenance type of things; we take care of

7 those items. So we do have some plans formed

8 for this particular development, for this

9 coming -- well, we're working on some plans now

10 for this development.

11 What we're looking at right now is the

12 units that are needing repairs, those units that

13 have been out of service for a while. We're

14 looking at heavily damaged units. And we're

15 also looking at site improvements. So within,

16 say, the next -- we'll take it to the board this

17 evening -- so within the next five months,

18 you'll see us doing those repairs.

19 And within those repairs, we're talking

20 about units that also need lead and asbestos

21 abatement, new windows, that type of stuff. On

22 the site improvements, we're looking at putting  
23 in pavilions, picnic benches, trash receptacles,  
24 or either dumpsters. We're also looking into

35

1 putting in lights around L.E. Brown Park and  
2 also looking at lights along the public streets  
3 and also along the private drives. So we'll be  
4 improving those.

5 And also with those improvements, we're  
6 also going to do some landscaping. Most of our  
7 interest areas are putting in some ground  
8 covers, plants, and that kind of stuff. And we  
9 also have areas that need to be raised because  
10 we have standing water. So we're going to go  
11 and upgrade the issues in those areas.

12 We're also looking into putting in some  
13 speed bumps along some of the drives, trying to  
14 stop people from driving above the limit.

15 Also, included in those plans, what we're  
16 looking at is demolishing one building, and that  
17 building is 607 Handy Mall.

18 UNIDENTIFIED SPEAKER: What are  
19 y'all doing there?

20 MR. SWINDLE: I said we're going  
21 to take that building away, demolishing that  
22 building, 607 --

23 UNIDENTIFIED SPEAKER: So where  
24 does that leave me because I live at 607 Handy

1 Mall?

2                   MR. SWINDLE: You'll be moved to  
3 another vacant unit. I don't know what  
4 particular unit right now, but I'm sure they'll  
5 have some plans to relocate you to another unit.

6                   UNIDENTIFIED SPEAKER: Well, I'm  
7 quite sure y'all don't have units available. It  
8 took me a while to get an apartment for  
9 financial reasons, and now you're telling me  
10 that's the only unit that's going to leave that  
11 area?

12                   MR. SWINDLE: Ma'am, you're going  
13 to have to send that question in. I don't know  
14 how to answer that question about Section 8, but  
15 I do know we're going to redo about 40 something  
16 units, so there will be spaces available in this  
17 development for Section 8. Okay. Now, I hear  
18 that the waiting list is not open for Section 8  
19 but --

20                   UNIDENTIFIED SPEAKER: I'm  
21 getting very confused right now because I have  
22 systemic blood sugar. The doctor ordered me not  
23 to go up and down the steps. At the time, they  
24 worked real good with me by finding me somewhere

1 to go, but it took a little while, you know,

2 because it was hard for me to get ready, but  
3 once I got ready, I wasn't able to move, and so  
4 now I'm stuck with the position of what you're  
5 saying now; that y'all are -- what if you don't  
6 have something else available?

7 MS. PARTEE: We have to make  
8 reasonable accommodations for relocating you.  
9 You need to make sure the manager is aware of  
10 your situation. We would --

11 UNIDENTIFIED SPEAKER: He is.

12 MS. PARTEE: Okay.

13 UNIDENTIFIED SPEAKER: So when  
14 should I prepare myself to get ready to move?

15 MR. SWINDLE: We'll talk to you  
16 separately so we can take care of this  
17 situation. Okay?

18 UNIDENTIFIED SPEAKER: All right.

19 MR. SWINDLE: Well, we'll move  
20 on.

21 As far as the next schedule plan, the 2009  
22 plan, we're looking to continue on with other  
23 things that's necessary for the development. As  
24 far as any type of siding improvements or new

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1 developments. Okay.

2 Now, as far as Askew Place, what we're  
3 planning is just around -- just installing  
4 security doors for the front and back doors, and

5 that's pretty much it.

6 UNIDENTIFIED SPEAKER: When will  
7 that start?

8 MR. SWINDLE: We're looking at  
9 somewhere between March and June, so that's  
10 pretty soon. And then for the next -- for the  
11 2009 year, we had it initially, but I'm looking  
12 at moving it back to the 2009 -- putting an  
13 irrigation system in for that development. All  
14 right.

15 As far as transitional homes, we don't  
16 have anything planned as of today for  
17 transitional homes.

18 I'm just going to move on to Montgomery  
19 Plaza. We're currently doing some site  
20 renovations and unit repairs, minor unit  
21 repairs, replace doors and windows at Montgomery  
22 Plaza. We're going to continue to look forward  
23 to doing that for the next year based on us  
24 doing an official lease assessment and if not,

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1 we'll keep moving in that direction.

2 At the Venson Center, we're looking at the  
3 drainage system again, the sewer drain. We had  
4 a partial blockage there which had been an  
5 identified problem last year sometime. Really,  
6 I hadn't gotten around to doing it. That's  
7 something that we need to keep a look at to see

8 if that's still an issue.

9           We're also looking at doing security doors  
10 at Uptown and Uptown Homes. That's not going to  
11 happen -- probably about a month because that's  
12 already done. We are looking at doing the same  
13 thing at G.E. Patterson Pointe.

14           At Borda we're looking at a replacement of  
15 roofing. We're also looking at the same thing  
16 at Foote. We're going to do an assessment at  
17 Foote to see exactly what we have especially the  
18 roof. We're going to take a look at that, and  
19 see if we can do them in the upcoming year.

20           As far as Magnolia Place, Jefferson  
21 Square, Crockett Place, Harold Ford, and  
22 University Place, we don't have anything planned  
23 for the next year. I'm not saying it won't  
24 happen. We don't have anything planned for

40

1 those developments. Okay.

2           And I don't know if I mentioned Foote, but  
3 Foote is also included in these unit repairs.  
4 We have about three units at Foote that need  
5 those repairs. I think they're either heavily  
6 damaged or have fire damage. Okay.

7           Do y'all have any questions for me  
8 involving construction activities?

9                           UNIDENTIFIED SPEAKER: I have a  
10 question. Now, my apartment is okay, but the

11 wall is peeling and stuff like that, you know;  
12 everything else is okay.

13 MR. SWINDLE: You said the paint  
14 peeling off the wall?

15 UNIDENTIFIED SPEAKER: Yeah.

16 MR. WEBB: Any maintenance  
17 issues, ma'am, after the meeting, address it  
18 with the manager.

19 UNIDENTIFIED SPEAKER: Okay.

20 MR. SWINDLE: But if y'all know  
21 of any items that falls under the Capital  
22 Improvement Development, the step above routine  
23 maintenance type things, just let us know, and  
24 we'll send a tech to take a look at it. We're

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1 operating under a budget, so we're trying to do  
2 what we think needs to be done.

3 Okay.

4 Thank you.

5 MS. PARTEE: Before Ms. Phillips  
6 comes up, I want to introduce someone to you  
7 all. Some of you all may know her, and she's  
8 the case manager, Camille Bradford (phonetic),  
9 raise you hand, Camille, and introduce the young  
10 man with you.

11 MS. BRADFORD: This is Beau  
12 (phonetic,) he's our intern from management, a  
13 student at the University of Tennessee.

14 MS. PARTEE: How many people in  
15 here have a case manager?

16 (Residents raising hands.)

17 MS. PARTEE: Okay. Is it  
18 Ms. Bradford?

19 UNIDENTIFIED SPEAKER: Yeah.

20 MS. PARTEE: We have two case  
21 managers now in public housing, and if you're  
22 one of those people that we're talking about  
23 regarding community services, regarding  
24 housekeeping, paying rent on time, all of those

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1 things, see Ms. Bradford, and she'll help you.  
2 She'll pay your rent.

3 MR. PERRY: The next speaker is  
4 going to be Ms. Luretha Phillips.

5 I should have said this at the beginning,  
6 but we have a court reporter. The court  
7 reporter is recording -- she's tape recording  
8 everything that you're saying, that we're saying  
9 here, so if you need to speak, raise your hand,  
10 stand and give your name, so she will know who  
11 is speaking. If you speak without giving your  
12 name, that transcript is going to read:  
13 Resident made a comment.

14 We would like to have your name before you  
15 speak. This is a record, and we want to have  
16 your comments for us. At the end, we'll have a

17 question and answer period. We'll provide you  
18 with little sheets of paper, or cards, and you  
19 can jot something down.

20           Again, if you want to address the speaker  
21 as they get through, stand and give your name to  
22 the court reporter.

23           Thank you.

24                       MS. PHILLIPS: Good afternoon,

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1 everyone. I'm going to try to be brief. I'll  
2 try to be as brief as possible. I'm Luretha  
3 Phillips. I work with the HOPE VI Department,  
4 and I'm working in the -- part of the  
5 redevelopment team that helps to rebuild public  
6 housing.

7           The primary goals for HOPE IV Department  
8 and for the Housing Authority redevelopment  
9 goals is to improve the living conditions of  
10 public housing families.

11           That's through the construction of more  
12 decent, safe, sanitary, and affordable housing,  
13 to enhance the quality of life and the outcomes  
14 for our seniors and through development of  
15 senior-only facilities. These are facilities  
16 where seniors are among peers between 62 years  
17 of age and above. They may also be disabled.

18           We have four approved senior-only  
19 facilities at Latham Terrace and at Magnolia

20 Terrace, University Place and another one at  
21 College Park. We are looking at financing for  
22 another senior facility at Legends Park.

23         Also, we've increased job opportunities  
24 for working families by helping work-bound

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1 families with their self-sufficiency goals,  
2 which Ms. Partee had mentioned, and you can go  
3 to her for more details about that.

4         Another is to increase homeownership  
5 opportunities. For families with homeownership  
6 as their goal, we try to work with them through  
7 Ms. Partee or through case management to help  
8 them with their goal of homeownership.

9         Okay. The planned activities for the 2009  
10 through 2010 plan year: The Housing Authority  
11 plan to make application to HUD for additional  
12 HOPE IV funds for redevelopment of other public  
13 housing sites that have been identified as  
14 obsolete.

15         Another activity is to prepare disposition  
16 applications. That's an application that's  
17 necessary if we're going to transfer, demolish,  
18 dispose of, or sale any public housing  
19 property.

20         The applications that are planned in this  
21 year, meaning between July 1st and June 30th of  
22 2010, is Uptown Commercial Center. Many of you

23 may have heard that there's a Walgreens being  
24 planned for the Uptown area. This is at the

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1 corner of Danny Thomas and Mill. We're working  
2 with Walgreens developers now.

3 There's a restaurant planned for that  
4 area, bringing in a bank, and trying to talk to  
5 small grocery stores and some other retail  
6 commercial shops.

7 Legends Park, we're looking at disposing  
8 of or applying to HUD so that we can dispose of  
9 land so that we can consider building the  
10 senior-only facility that I mentioned earlier.

11 The FedEx House, I'm not sure if you all  
12 are familiar with -- I'm sure you all are  
13 familiar with the Ronald McDonald House. It's  
14 the one that serves the families of patients at  
15 St. Jude. We're looking at a FedEx House named  
16 in honor of FedEx, and that's for the Legends  
17 Park site. That's lodging for families of  
18 patients of LeBonheur.

19 We'll increase homeownership opportunities  
20 for public housing residents.

21 We're going to start construction of the  
22 McKinley Park Homeownership Program. These  
23 thirty homeownership communities are for  
24 families of public housing, as well as, families

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1 that qualify. There will be about thirty. Five  
2 of those will be set aside for families that --  
3 affordable income family. We're going to start  
4 with the four models first and then build the  
5 remaining twenty-six as the homes sell.

6       McKinley Park is across the street from  
7 Askew Place, and you may have seen the land  
8 being developed right across the street off of  
9 McKinley. That's where we're going to build 30  
10 houses. Michael Swindle said the houses will  
11 range from -- the sale price will be anywhere  
12 from eighty-five thousand to about a hundred and  
13 twenty thousand.

14       We're going to complete construction of  
15 the third phase of family rental units at  
16 University Place. If you've seen some senior  
17 buildings at University Place, you know, facing  
18 the interstate and Crump, behind and surrounding  
19 the senior facility is the second phase, and  
20 then the third phase will go towards the side  
21 area.

22       We're also looking at the feasibility of  
23 developing a new purchase program. This program  
24 has not been approved yet, but for those

47

1 families that are interested in homeownership,  
2 that may not be quite ready for homeownership  
3 yet and getting ready over a period of time, the

4 Housing Authority will consider applying to HUD  
5 personally to can get approval for a  
6 lease-purchase program so that each of you can  
7 become a homeowner.

8           In the upcoming plan year, Ms. Partee  
9 usually puts in HOPE IV sites. We do also have  
10 a Self-Reliance Agreement which is an addendum  
11 to your lease, and the Self-Reliance Agreement  
12 requires that families that live at the site,  
13 for admission and continued occupancy, they must  
14 be working or enrolled in job training or  
15 educational program. Those that are exempt are  
16 seniors, 62 and above; they're exempt from the  
17 work requirement or those families that are  
18 considered disabled. Okay.

19           Accomplishments in 2008. We started  
20 the -- well, completed the infrastructure and  
21 site preparation work at McKinley Park, that  
22 homeownership program.

23           We've conducted closings, so HUD has  
24 approved us to start construction, and as I've

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1 mentioned, we're going to start with four  
2 models. So you'll see some activity in that  
3 area some time before the end of March, in the  
4 first quarter.

5           The completion of the University Place  
6 Phase 2 area, there are 151 units and 44 of

7 those units are public housing. I guess the  
8 fortunate thing is those units are occupied, and  
9 we're going to start on Phase 3. Well, we've  
10 started on Phase 3. Excuse me.

11 We've started construction of a commercial  
12 building at Legends Park as well as the first  
13 phase, family rental community, called Legends  
14 Park East, and that's on the old Dixie Homes  
15 site.

16 We also plan, in the 2009 year, to secure  
17 additional funding from the City of Memphis so  
18 that we can do additional infrastructure work as  
19 well as construction on market-rate homes in the  
20 Uptown area to rebuild 110 homes. We had  
21 actually completed those in 2007, and we have  
22 ten left to sell. And those homes range from  
23 the upper 80 -- well, about 90,000 to about  
24 \$150,000.

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1 Just to give you some general guidelines  
2 for qualifying for the Homeownership Planning  
3 Program, an applicant may qualify for down  
4 payment assistance, that's through the Housing  
5 Authority which holds these programs, or through  
6 the City of Memphis.

7 You may qualify for both. The City of  
8 Memphis has available \$10,000, and the Housing  
9 Authority has up to a certain percentage of the

10 purchase price. So you can actually get both if  
11 homeownership is your goal.

12 That's based on -- those applicants that  
13 qualify have to be 80 percent or below their  
14 annual monthly income, and of course, right now,  
15 it varies with the price of the house.

16 The minimum down payment assistance --  
17 excuse me -- the minimum down payment that must  
18 be provided by the applicant is one percent.  
19 That's a cash contribution from out of your own  
20 savings, from the Family Self-Sufficiency  
21 Program, or the RISE Program. You must have  
22 completed the qualified Homeownership Training  
23 Program and have acceptable employment. Of  
24 course, they'll do a credit history and

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1 background check.

2 The SHAPE Program is another housing  
3 option for those that want to purchase a home.  
4 The Section 8 voucher program -- current voucher  
5 holders can convert their rental voucher into a  
6 homeownership mortgage assistance voucher. You  
7 must be a, again, voucher holder.

8 The adult head of household or the spouse  
9 must have been continuously employed for one  
10 year, and the employment requirement is waived  
11 for disabled families. The household income  
12 must be at least fourteen thousand one hundred

13 and ten thousand five hundred for the disabled  
14 household. You must complete a Homeownership  
15 Training Program.

16 That pretty much summarizes the activities  
17 that HOPE IV Department is directly involved  
18 with, and if you have any questions for me, I'll  
19 go ahead and hang around to address those  
20 questions. Otherwise, I appreciate those of you  
21 who are here.

22 MS. EARL: I have a question.

23 MS. PHILLIPS: Yes, ma'am.

24 MS. EARL: My name is Brenda

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1 Earl. And you were saying the homes that are  
2 going to be for the 35 -- over there off of  
3 McKinley --

4 MS. PHILLIPS: It's going to be  
5 30 off of McKinley.

6 MS. EARL: Okay. So now, are  
7 those homes -- okay. Are they going to be just  
8 for working people only?

9 MS. PHILLIPS: Yes, ma'am.

10 Now, unless you are a -- you know, if you  
11 are a Section 8 participate or a disabled  
12 household.

13 MS. EARL: So if you're disabled,  
14 you can also qualify?

15 MS. PHILLIPS: Right, if you're a

16 Section 8 voucher holder.

17 MS. EARL: Okay. And also for  
18 University Place, those homes -- some of those  
19 are going to be for sale, too, as well as for  
20 working and disabled?

21 MS. PHILLIPS: Well, at  
22 University Place we've put on hold the  
23 homeownership proponent because of the economic  
24 times, and so financing does not work at this

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1 time. We put on hold buildings, the  
2 homeownership phase, for University Place. We  
3 have homeownership units at Uptown -- I'm  
4 sorry -- we have ten of those that still remains  
5 to be sold.

6 We'll have thirty new homes to be built at  
7 McKinley Park, and that's across the street from  
8 Askew Place. Those are for families that are  
9 working. There are some minimum requirements.  
10 Of course, you have to qualify for a mortgage,  
11 but they have staff that will work you through  
12 that process and to help you with the  
13 qualification part of it, but you just have to  
14 qualify for the assistance from your lender.

15 MS. EARL: I just have one more  
16 question. Now, those -- just say for instance,  
17 the ones that are for rent, are they going to  
18 have, like for rental, for Memphis Public

19 Housing residents over there at University  
20 Place? Are they just going to be strictly to  
21 buy or rent, as well?

22 MS. PHILLIPS: Okay. University  
23 Place, right now, is only rental. You have the  
24 senior facility and two phases of rental for

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1 families. We've put on hold the homeownership  
2 phase. But all of those at University Place are  
3 rental units.

4 The ones that are being built, the first  
5 phase over at Legends Park, all of those on the  
6 old Dixie Homes site are going to be rentals.

7 The off-site homes, which is McKinley  
8 Park, is a homeownership proponent, but it's  
9 tied to Legends Park. It's part of Legends  
10 Park. The off-site will have the homeownership,  
11 and the on-site will have the rentals.

12 MS. EARL: But do you know  
13 whether or not the residents will have to pay  
14 the light bill through MLG&W, or would it be  
15 included in your rent with Memphis public  
16 housing?

17 MS. PHILLIPS: No, ma'am. For  
18 the HOPE IV Program, when you qualify to come  
19 back, that's one of the requirements as well.  
20 You must be working unless you're designated as  
21 disabled. You must be working, and there is a

22 utility allowance that's factored in to  
23 determine your rent, but anything in excess of  
24 that, you have to be responsible for your own

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1 utility bill, but it is deducted; you have a  
2 utility allowance to determine your rent.

3 MS. EARL: Thank you very much.

4 MS. PHILLIPS: You're welcome.

5 Does anyone else have a question?

6 (No response.)

7 MS. PHILLIPS: All right. Thank  
8 you very much.

9 MR. PERRY: We're now at the end,  
10 and it's down to questions and answers for our  
11 presentation and any comments you would like to  
12 make. Is there anything else you want to hear  
13 from one of the speakers?

14 (No response.)

15 MR. PERRY: Okay. On behalf of  
16 the Memphis Housing Authority and Cleaborn  
17 management, this has been the most enjoyable  
18 annual year plan since I've been doing this for  
19 the last seven years.

20 Since you've been so nice at this session,  
21 I'm going to buy something for you all before  
22 the end of this year. Thank you very much.

23 (The meeting concluded at  
24 approximately 2:17 p.m.)

1 C E R T I F I C A T E

2 STATE OF TENNESSEE:

3 COUNTY OF SHELBY:

4 I, LASHAWN LYONS, Certified Court

5 Reporter and Notary Public, Shelby County,

6 Tennessee, CERTIFY:

7 1. The foregoing proceedings were taken  
8 before me at the time and place stated in the  
9 foregoing styled cause with the appearances as  
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11 2. Being a Court Reporter, I then reported  
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31 Lashawn Lyons  
32 CCR, Court Reporter and  
33 Notary Public\*\*\*\*\*

34

35 My commission expires:

36

37 June 20, 2012

38

39

40 \_\_\_\_\_

41

MEMPHIS HOUSING AUTHORITY

FY2005-2009 PHA PLAN  
&  
ANNUAL PLAN FOR FY2009

DEVELOPMENT HEARING

BORDA TOWERS

Thursday, February 12, 2009

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H & N COURT REPORTING  
P.O. Box 41971  
Memphis, Tennessee 38174

2

APPEARANCES

MHA LEGAL COUNSEL:

MR. GREG PERRY

7

8 CAPITAL IMPROVEMENT NEEDS:

9 MR. MICHAEL SWINDLE

10

11

12 PHA COMMUNITY SERVICE  
13 and SELF-SUFFICIENCY  
14 PROGRAMS:

15 MS. JACQUELINE PARTEE

16

17

18 HOPE VI GRANTS  
19 DISPOSITION:

20 MS. LURETHA PHILLIPS

21

22

23 OPERATIONS AND  
24 MANAGEMENT:

MR. DAN NELMS

25

26 REPORTED BY:

27

28 MS. LASHAWN LYONS  
29 Court Reporter, CCR

30

3

1

2 MEETING COMMENCED AT APPROXIMATELY 3:00 P.M.

3

4 MR. PERRY: Good afternoon. On  
5 behalf of our executive director, Mr. Robert  
6 Lipscomb, we welcome you once again to our  
7 annual five-year planning hearing for residents  
8 of Borda Towers. We're glad to be here at Borda  
9 Towers today to be with you.

10           As you know, each year we come out to  
11 discuss our annual five-year plan with you  
12 around this time -- sometime in February or  
13 March. We are here every year. And we have  
14 with us the staff from the Housing Authority.  
15 And once again, we're here to discuss the annual  
16 planning.

17           Can everyone hear me?

18                         (Residents respond affirmatively.)

19           MR. PERRY: All right. All of you  
20 should hopefully have an agenda. We're going to  
21 try to follow our agenda. Some of the things we  
22 are not going to go through, but we want to  
23 discuss very briefly and go down the list. Some  
24 of the members of the team are not here, and

4

1 other members will take their place and discuss  
2 the items which are on the agenda.

3           The vision of the Housing Authority is to  
4 become a national model in community  
5 revitalization.

6           Our mission statement is to provide  
7 community revitalization through a seamless  
8 system of supportive services, affordable  
9 housing, and also new business development.

10           Some of the goals of the Housing  
11 Authority: To increase the availability of  
12 decent, safe, and affordable housing, improve

13 community quality of life, promote  
14 self-sufficiency, and ensure equal opportunity  
15 in housing for all Americans and all citizens of  
16 Shelby County.

17         Some of the things we're trying to do  
18 throughout this five-year annual plan are -- if  
19 you read the plan -- for one, we're trying to  
20 replace obsolete public housing stock. As you  
21 know -- for example, what used to be Dixie Homes  
22 is now demolished, and it's Legends Park. What  
23 used to be Lamar Terrace is now University  
24 Place. So it's new units and new housing being

5

1 built. So that's one of the things we're doing.  
2 One of our major goals is to replace the houses  
3 that were built in 1936, 1941 with new housing  
4 stock.

5         In doing this, we'll also try to guarantee  
6 housing for the current residents. We'll  
7 provide training --

8         Can you hear me back in the back okay?

9                     UNIDENTIFIED SPEAKER: Even  
10 though you have a microphone, I still can't hear  
11 you.

12                    MR. PERRY: I'll talk up a little  
13 louder then.

14         Some of the other things we're doing --  
15 whenever we're doing -- replacing public housing

16 stocks -- we also try to provide our seniors by  
17 building some senior developments. Also  
18 throughout the plan, we'll try to reduce our  
19 vacancy rate in public housing.

20 Those are some of our goals and our  
21 mission statement -- vision -- that we have here  
22 at the Housing Authority.

23 In the five-year plan, which is perhaps  
24 this thick (indicating,) I'm going to talk about

6

1 some of the changes that's coming about because  
2 of the plan. And what I am going to talk about  
3 basically is going to be the lease agreement,  
4 pet policy, grievance procedure, and also what  
5 we call the ACCOP, which is a -- the ACCOP is a  
6 policy which governs from the time you enter  
7 public housing until the time you leave public  
8 housing. That's just another policy that we  
9 have -- booklet form -- that tells us how we  
10 should operate. All right.

11 Now, the major change in your lease -- and  
12 I believe there's -- right now, there's only one  
13 change that we're proposing. That change is a  
14 requirement, an obligation -- an additional  
15 obligation to put on the resident. This  
16 obligation is simply -- a very simple one that  
17 wasn't on the lease, but we've proposed to put  
18 on your lease. It states: The residents will

19 not abuse alcohol, and if you do, that would be  
20 a violation of your lease.

21           It's the abuse of alcohol which disturbs  
22 the quality and enjoyment of your neighbors. If  
23 you choose to drink an alcoholic beverage, you  
24 can go in your room. You can't have it on the

7

1 premises anyway, but you can go in your room and  
2 drink and be nice and quiet about it.

3           If you drink and come out of your room or  
4 even stay in your room and make a lot of noise  
5 and disturb your neighbor, that's going to be  
6 grounds for lease termination. So if you abuse  
7 alcohol -- someone who has a tendency to drink  
8 and as they drink, they start acting silly and  
9 make a lot of noise and cause a lot of  
10 disturbances, that's going to be grounds for a  
11 lease violation. Okay?

12           Is that simple enough?

13           Does everyone understand that?

14                       (Residents respond affirmatively.)

15           MR. PERRY: Now, let me say this  
16 because I see someone's hand up. If you want to  
17 make a statement, we need to have your name. We  
18 have a court reporter here. If you want to make  
19 a statement, we need to know your name and where  
20 you reside, and then we'll let you make a brief  
21 statement, a comment. That's what this is

22 about.

23 Yes, sir?

24 MR. ARTISON: My name is Orlando

8

1 Artison, and I heard every word you said. And I  
2 agree with you one hundred percent, but with  
3 that situation and the way it would come about  
4 itself, are you going to have security here to  
5 handle it, or should we have to handle it  
6 ourselves?

7 MR. PERRY: Well, we're going -- I  
8 guess that's going to be on down -- there's a  
9 section on security. Jumping to security right  
10 now; take it out; it's on the agenda list. We  
11 can't have 24-hour security every day at the  
12 high-rises. We're going to provide security at  
13 certain times of the month, and it will be  
14 security here at the front desk. Okay.

15 So you will have security at certain times  
16 of the month. So many days out of the month, we  
17 will provide security. It won't be a 24-hour  
18 security service.

19 Some of you may want to comment that you  
20 would like 24-hour security service, and I  
21 understand that, but as of right now, plans are  
22 not providing 24-hour security services, but it  
23 will be provided at certain times of the month.

24 On the other hand, if you -- if there's a

1 problem with someone who's doing that, you -- it  
2 should be a number that -- I think we have a  
3 security number that you can call. We do have  
4 securities who are patrolling from development  
5 to development. You can call them, and they'll  
6 come out.

7           You can also -- during normal working  
8 hours, you can contact your manager and let her  
9 know about it. Otherwise, you would contact the  
10 numbers that you have for security during the  
11 off-hours if there's a big ruckus or a big  
12 problem.

13           I guess sometimes people can disturb you,  
14 but that's nothing you can do about it right  
15 then. You can deal with it the next day on most  
16 situations. If they're acting loud, making a  
17 lot of noise, you can go down and complain to  
18 your manager the next day if that's the case.

19           So I don't think you need to handle it  
20 yourself personally, no. That just causes  
21 problems. Okay?

22           MR. ARTISON: Okay. But the main  
23 reason I am saying this to you is because one:  
24 Everyone does not -- many people you see right

1 now, is in wheelchairs. Many people don't have

2 good memories of people by their names and all  
3 of these other situations; everybody cannot  
4 remember that.

5           But the best thing of all with a form of  
6 trouble or crime is always evidence, and that is  
7 handling it, sometimes, right then and there.  
8 If you saw that someone is in that type of a  
9 situation, it's better to catch them in the act  
10 of doing it than to wait until the next day when  
11 everything is well. He may be totally sober --

12           MR. PERRY: Well, if you have that  
13 problem, contact someone; don't deal with it  
14 yourself.

15           MR. ARTISON: Quick statement: If  
16 we could, please -- because I was in a situation  
17 one time, and I did not know how to handle  
18 something. If we could all receive a number  
19 that we can call --

20           MR. PERRY: We'll provide you with  
21 a number. See your manager. You should already  
22 have a number, but there should be -- if not,  
23 we'll make sure you have a number before I  
24 leave. All right?

11

1           MR. ARTISON: Thank you.

2           MR. TATE: My name is Mr. Victor  
3 Tate. My apartment number is 917. You were  
4 talking about seniors earlier, and you were

5 talking about how y'all have provided, you know,  
6 for the seniors, but all that is for 62 and  
7 above, right?

8 MR. PERRY: Correct.

9 MR. TATE: Are y'all going to give  
10 anything for like 55 and above or 50 and above?

11 MR. PERRY: No. Sixty-two and  
12 above is a senior. Okay? That's just the  
13 definition of a senior. When I go to a  
14 restaurant and so forth, whatever the age is for  
15 a senior, I get my discount. If I'm not that  
16 age, I don't get my discount. HUD decided that  
17 a senior is 62 and above, and that's for senior  
18 high-rises; that's it.

19 MR. TATE: I was just wondering  
20 because I know some parts is 55 and above.

21 MR. PERRY: No. It's 62 and  
22 above.

23 MS. PHILLIPS: Near-elderly is 55  
24 and above.

12

1 MR. PERRY: Yeah, but we have  
2 elderly here, and that's 62 and above.

3 Yes, ma'am?

4 MS. GUAJARDO: Okay. You were  
5 talking about --

6 MS. PHILLIPS: Speak your name,  
7 please.

8 MS. GUAJARDO: Oh, okay. My name  
9 is Mary Guajardo. The 62 and older apartments  
10 that you're talking about, I've heard they don't  
11 smoke over there. I know --

12 MR. PERRY: I don't know. Some  
13 of them may not, but I don't know. You can talk  
14 with your resident manager. She say they don't.  
15 She's aware of those things.

16 MS. GUAJARDO: Well, I guess I'm  
17 stuck here.

18 MR. PERRY: That's one of the  
19 changes to the lease agreement. And the other,  
20 I guess, is about the alcoholic beverages. The  
21 second change I want to talk about -- is there a  
22 hand in the back?

23 UNIDENTIFIED SPEAKER: If you're  
24 married and your spouse is a senior, how does

13

1 that affect you in terms of going to another  
2 high-rise property?

3 MR. PERRY: Since that is a  
4 specific question, I will have you talk with  
5 your manager about that; refer that to your  
6 manager.

7 UNIDENTIFIED SPEAKER: We've  
8 already did.

9 UNIDENTIFIED SPEAKER: I have  
10 already done that. The problem is occurring

11 currently. From what my manager told me, I was  
12 told something totally different.

13 MR. PERRY: Okay. Well, then,  
14 we're going to take your name. If it has  
15 something to do with the annual plan, I have no  
16 problem dealing with. But if it is a specific  
17 problem dealing with you or a problem that you  
18 have, we're going to deal with those after the  
19 meeting.

20 If you've got a problem -- if you have a  
21 maintenance problem or so forth, a specific  
22 problem dealing with you and not an overall  
23 problem like the whole roof leaking or your  
24 bathroom is stopped up, we will deal with that.

14

1 I'll make sure that your -- your manager is  
2 here, and she can take comments. If you have a  
3 specific problem, we'll take those up after the  
4 meeting. Okay?

5 MS. BROWN: Can I just say one  
6 thing? I'm Ms. Martha Brown, and I'm the  
7 resident associate president. Can we just let  
8 them finish the presentation, and then save your  
9 questions and answers to the very end of the  
10 presentation, please?

11 MR. PERRY: We can do it like  
12 that. I have no problem if it relates to the  
13 annual plan overall.

14 Yes, ma'am?

15 MS. HOOKER: Rachel Hooker,  
16 Apartment 516. Would you guys think about  
17 building a building for the handicap,  
18 specifically?

19 MR. PERRY: Good one. What  
20 Ms. Hooker said, again, is something that deals  
21 with the annual plan. She suggest -- her  
22 suggestion was: Do we ever think about building  
23 a development for the handicap -- specifically  
24 for handicap? That was a good comment. We will

15

1 look into that.

2 I guess, some of the problems -- if we do  
3 that, then you have developments for -- well,  
4 we'll look into that. There's a lot of  
5 different pros and cons on that. I will say  
6 this, and I don't think we've mentioned this.  
7 Any plan -- we do suggest -- I think we do have  
8 in the plan that we're going to -- that some of  
9 our current high-rises become senior-only -- at  
10 least two of them become senior-only high-rises.

11 The reason why -- when we've come out to  
12 these different hearings in the past, annually,  
13 the individuals who are over 62 are always  
14 commenting that they would like to have a  
15 high-rise for individuals that are 62 and  
16 older.

17           So we are asking HUD for designation of  
18 declaring mixed high-rises, which have people  
19 who are 62 and under in them -- to turn those  
20 solely into senior-only high-rises. For  
21 instance, at University Place which was formally  
22 Lamar, there is a senior-only high-rise there.  
23 So it's seniors only.

24           So in the plan, for your information, we

16

1 are recommending that -- requesting that we  
2 have -- we currently have four high-rises that  
3 we operate: Jefferson, Borda, Venson, and  
4 Barry. So we're requesting that two of those we  
5 turn into senior-only high-rises.

6                   MR. ARTISON: So where would you  
7 put the other people that are under 62?

8                   MR. PERRY: And the other people  
9 under 62, we would have to go out, either, on  
10 the development -- also, it's going to leave the  
11 other two high-rises mixed, so another  
12 transition would have to work that out. There  
13 is a timely process; it's very important that  
14 you pointed that, but we are trying to move to  
15 that. Okay.

16           Let me go over to the next document. It's  
17 a very important document that we've talked  
18 about which is -- I've talked to you about the  
19 ACCOP which is the policy and procedure we use

20 from the time you move into the Housing  
21 Authority until the time you move out. One of  
22 the things that you're required to do each year  
23 is get recertified. You go into the office and  
24 tell them the income that you've received for

17

1 this year.

2           How many people have been recertified for  
3 this year?

4                           (Residents raise hands.)

5           MR. PERRY: All right. What  
6 we're going to do now -- when you get  
7 recertified -- usually when you first come in  
8 public housing, day one, we would do a criminal  
9 background check and go back three years and see  
10 if you've had any criminal activity that would  
11 prohibit you from coming into public housing.

12           There are certain things that regulation  
13 says you've done and you can't be allowed in  
14 public housing. All right. So we will run a  
15 criminal background check to see if you're  
16 qualified to come in. That's done when you  
17 first come in.

18           After that -- up until recently, we  
19 haven't been doing anything else. If you do  
20 something, we might pick it up because your  
21 neighbor reads the newspaper. It's so big that  
22 we'll see the police come out here and pick you

23 up.

24 But when you get recertified, your annual

18

1 recertification, we're going to start running  
2 another background check -- another criminal  
3 background check to see if you've had any  
4 arrests or arrests and convictions for the prior  
5 year. Your last time -- you know, once we start  
6 doing it each year, it will be on a yearly  
7 basis. We would pick up from the last time you  
8 recertified. Okay.

9 Also, we're trying to work out an  
10 arrangement with the Memphis Police Department  
11 where we'll receive, on a daily basis, any  
12 arrests for public housing residents or Section  
13 8 residents. That's on a daily basis, each  
14 day.

15 Whoever's been arrested today, then  
16 tonight, their computer system would kick it out  
17 to us and say this person was arrested. It'll  
18 go to our computers, and then someone at the  
19 agency will look into it, investigate it.

20 Because you're arrested doesn't mean it's  
21 a violation of the lease agreement. For  
22 instance, I'll use the example for child  
23 support; you could get arrested for not paying  
24 your child support. That's not a violation of

19

1 your lease. It's an obligation that you should  
2 pay, and if you don't do it, sometimes you do  
3 get, in fact, arrested for that, but it's not a  
4 violation of the lease. In that case, it  
5 wouldn't be a violation to the Housing  
6 Authority.

7         On the other hand, if you were across town  
8 and you got arrested for drugs, and we found out  
9 about it, then that would be a lease violation  
10 because according to your lease agreement, you  
11 can't use illegal drugs. So if you got caught  
12 smoking marijuana in Mississippi, that's a lease  
13 violation, so then we could do something.  
14 That's another change, a major change, to the  
15 ACCOP.

16         You also have a pet policy. Up under the  
17 pet policy, if you pay three hundred dollars,  
18 you're allowed to keep a pet if you get the pet  
19 licensed, have all its shots, whatever's  
20 required to keep that pet.

21         The major change to the pet policy  
22 basically says that if you have a disability and  
23 because of that disability you have to have an  
24 assisted animal, then we don't charge you a

20

1 deposit. Basically, if your doctor says you  
2 need a bird or a seeing-eye dog to keep you --

3                 MS. GUAJARDO: It won't cost you

4 three hundred dollars for a dog if --

5 MR. PERRY: Because of your  
6 disability, you need it. Because of your  
7 disability, you need it.

8 MS. GUAJARDO: You've got to have  
9 a doctor's statement for the dog?

10 MR. PERRY: Right. And they'll  
11 waive your deposit. But then you still have to  
12 go get the dog's shots and so forth. There's  
13 also things that the City also requires for you  
14 to keep the dog.

15 MS. GUAJARDO: Spayed and neutered  
16 and all of that.

17 MR. PERRY: Yeah, all of that.

18 UNIDENTIFIED SPEAKER: Can the  
19 dogs roam all over the building?

20 MR. PERRY: In our pet policy, you  
21 can't have your dog running in the building.

22 UNIDENTIFIED SPEAKER: They're  
23 barking all night.

24 MR. PERRY: They shouldn't be

21

1 barking.

2 UNIDENTIFIED SPEAKER: Well, they  
3 do.

4 MR. PERRY: I didn't even know  
5 that they had dogs here. The dogs should not be  
6 barking all night, and the dog should be with

7 you on a little leash when you walk the dog.  
8 And whenever you take your dog outside, you take  
9 a pooper-scooper behind him to pick it up. If  
10 you don't do those things, then you can lose the  
11 right to have your animal. Okay.

12 UNIDENTIFIED SPEAKER: Don't  
13 forget the plastic bags with the  
14 pooper-scoopers.

15 MR. PERRY: And the bags.

16 If you have anymore questions about the  
17 pet policy, see your manager she can go into  
18 more detail with you.

19 Yes, ma'am?

20 UNIDENTIFIED SPEAKER: Do we have  
21 to -- when are they going to close the building  
22 down or what?

23 MR. PERRY: Close the building  
24 down for what?

22

1 UNIDENTIFIED SPEAKER: (Inaudible.)

2 MR. PERRY: Oh, close -- okay. I  
3 don't believe that any time soon in our plan are  
4 we planning on closing the building down like  
5 within the next few years. So -- and it could  
6 happen, but not now. We don't have any plans of  
7 closing it down.

8 In this annual plan, there is no plan to  
9 close this -- immediately close this building

10 down, but let me say this: Remember when I told  
11 you earlier in our presentation, whenever we do  
12 demolition -- we demolish a building -- we  
13 must -- it's called the Relocation Act. We have  
14 to provide you with housing.

15         So for instance, Lamar Terrace, which  
16 turned into University Place, those individuals  
17 were relocated. We provided Section 8  
18 certificates and some moved to other Housing  
19 Authority developments. It also allowed them to  
20 return back once University Place was completed  
21 upon certain circumstances.

22         So you're not going to be without housing  
23 if we decide to do certain things and you have  
24 to relocate. We've got to provide you with

23

1 housing. Usually we pay for your relocation  
2 expenses if you have to relocate.

3                 MS. GUAJARDO: My name is Mary  
4 Guajardo, G-U-A-J-A-R-D-O. Say I want to move  
5 back -- they took my house, but I want to go buy  
6 another house. Do y'all help try to get a  
7 house?

8                 I owned my own house before I got here.  
9 The City took mine --

10                 MR. PERRY: Okay. That's not the  
11 Housing Authority --

12                 MS. GUAJARDO: I want to know

13 will y'all help anybody to get another house,  
14 you know.

15 MR. PERRY: Let me say this: In  
16 the agenda, there will be some discussion  
17 regarding homeownership. So if you'll hold that  
18 until the discussion about homeownership, we'll  
19 talk about owning your own house and what kind  
20 of assistance we have and how you have to  
21 qualify for that. All right?

22 MS. GUAJARDO: Because I had my  
23 own --

24 MR. PERRY: Okay. We're going to

24

1 talk about that in just a minute. That will be  
2 coming up on homeownership.

3 Okay. There's no changes in the grievance  
4 procedure that we're proposing, and I've covered  
5 the major changes in the ACCOP. So that is all  
6 I have. And next we'll have -- Ms. Partee is  
7 going to come and talk.

8 MS. PARTEE: I have laryngitis.

9 MR. PERRY: Ms. Partee has  
10 laryngitis, so I'm going to handle her portion  
11 on community service and the Self-Sufficiency  
12 Program, just a brief overview. I want to cover  
13 community service because that's very  
14 important.

15 If you are over -- 62 years of age and

16 over or if you are disabled and because of your  
17 disability, whatever that is, you cannot work,  
18 you do not have to do community service. All  
19 right. So most of you who -- well, if you are  
20 62 years of age or over, you do not have to do  
21 community service.

22 For those of you under 62 and you have a  
23 disability or some health reason -- because of  
24 your disability you can't work, then you don't

25

1 have to do community services. All right. Does  
2 everybody understand that?

3 (Residents respond affirmatively.)

4 MR. PERRY: Now, for the rest of  
5 us, we have to do eight hours per month of  
6 community services. If we fail to do eight  
7 hours per month of community services, it could  
8 lead to lease termination. You'll get a lease  
9 termination notice. You'll get a chance to make  
10 it up, but you'll get a lease termination  
11 notice.

12 This is not something that the Housing  
13 Authority requires; it's nothing that we came up  
14 with. This was passed by Congress. In the  
15 Housing Act, they passed this requirement, so it  
16 is a law that you have to do it.

17 So when Congress got together and passed  
18 the Housing Act, they put a provision in for

19 community services for those who are not  
20 disabled and under the age of 62; they want you  
21 to do eight hours of community service. Okay.  
22 That's the end of story. You have to do it.  
23 All right.  
24 Yes, ma'am?

26

1 SANDRA: My name is Sandra in  
2 704. How long do you have to be here before you  
3 start?

4 MR. PERRY: As soon as you move  
5 in -- you need to start community services the  
6 first month if you are not exempt, and I've told  
7 you the two things that would make you exempt.  
8 I'm trying to keep it simple. You must be 62  
9 years of age or older or disabled and because of  
10 your disability, you can't work.

11 If you're not exempt, you have to do it as  
12 soon as you move in -- the first month -- eight  
13 hours per month. You can do eight hours working  
14 with your resident association. For instance,  
15 if you come to your resident association  
16 meeting, that counts as community services.

17 If you are a -- as a resident association  
18 member, you walk around, knocking on doors,  
19 checking on everybody, that counts as community  
20 services. If you go to your own particular  
21 church and do something -- volunteering there --

22 that counts as community service.

23           If you go to MIFA and volunteer, that  
24 counts as community service. It's easy to get

27

1 eight hours of community service, so if you're  
2 not doing it, it's because -- there's no reason  
3 for not doing it. That's on the community  
4 services.

5           Does everyone understand it? So everybody  
6 here understands it, right?

7                         UNIDENTIFIED SPEAKER: That's  
8 eight hours every month?

9                         MR. PERRY: Eight hours every  
10 month.

11           Does everyone understand that? Is that  
12 clear?

13                                 (Residents respond affirmatively.)

14                         MS. BALLAT: My name is Linda  
15 Ballat, property manager. I would also like to  
16 let you know that if they lose their income and  
17 don't have any income, you know -- they could be  
18 working and they lose their income; they have to  
19 do community service.

20                                 MR. PERRY: I'm sorry. Forgive  
21 me. Another thing is if you work at least 30  
22 hours per week, you don't have to do community  
23 service. When you drop below the 30 hours per  
24 week, then you have to do community service. It

1 used to be 20, but the statute says 30, and it's  
2 changed by the statute. The statute increased  
3 from 20 to 30.

4 I forgot that requirement. I'm glad  
5 you mentioned that. Thank you. All right.  
6 Anything else on community services? Are we  
7 clear on that?

8 If you're not working and you are an  
9 able-bodied individual and you don't have a  
10 disability and you're not over 62, then you have  
11 to do community service.

12 The Housing Authority also has a proposal  
13 that -- this is on hold right now for all public  
14 housing -- if -- for Self-Reliance -- if you're  
15 not working and you're able-bodied, under the  
16 age of 62, you have to work. I guess that's  
17 going back to 20 hours a week -- or do community  
18 services in the amount of that per week. But  
19 that's altogether something different. That's  
20 not HUD's requirement. HUD requires community  
21 service, but that's two different things; don't  
22 be confused.

23 Let me say that on the HOPE VI site,  
24 whenever you talk about going back to HOPE VI

1 site, if you are under the age of 62 and

2 able-bodied, you've got to work to get back on  
3 that site. Okay.

4         If you move from Dixie Homes, when you go  
5 back, you're going to have a caseworker that's  
6 going to help you, but you're going back  
7 working. If you don't go back working, you  
8 don't get in. All right. There's other  
9 requirements, too, like being a good  
10 housekeeper, not violating your lease agreement,  
11 and so forth.

12         But the key thing is if you don't go back  
13 working, you will not get back in on one of  
14 those new developments because they're called  
15 mixed-finance, HOPE VI; it's a work  
16 requirement. Somebody else is going to talk to  
17 you about that in detail.

18         The reason why I'm saying this is some  
19 people get upset when they can't get back on  
20 their development. If you're disabled or over  
21 62, you don't have any requirement, but  
22 otherwise, you've got to work. I just want you  
23 to know that. Everyone signed something that  
24 says that, believe it or not.

30

1         That's all I have. I'm going to turn it  
2 now to Capital -- for Mr. William Webb, we have  
3 Mr. Nelms, and he's going to talk very briefly  
4 about operations and management.

5 MR. NELMS: Good afternoon. I'm  
6 Mr. Nelms. I'm the asset manager for the  
7 high-rises of Borda Towers. Some of you I know,  
8 and a lot of you know me. I want to talk -- I'm  
9 standing in for Mr. Webb. And I want to talk a  
10 little bit about the maintenance and operations  
11 of Borda Towers.

12 First thing we want to talk about is  
13 paying your rent on time. We all know that  
14 we're supposed to pay rent. If you get a lease  
15 statement, we know we're supposed to pay rent on  
16 time. When the rent is late, you have to come  
17 up with a late fee, and you know, after a  
18 certain period of time, Mr. Perry will put you  
19 in court, right?

20 (Residents respond affirmatively.)

21 MR. NELMS: The other thing  
22 involves security. And we know that there's not  
23 any security in the building, and that's  
24 probably been explained a million times, hasn't

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1 it, as to why, when, where, etcetera?

2 (Residents respond affirmatively.)

3 MR. NELMS: The other thing we  
4 want to talk about is taking care of our Borda  
5 Towers. After all, Borda Towers is our home,  
6 right?

7 (Residents respond affirmatively.)

8 MR. NELMS: So we spend a lot of  
9 time -- the maintenance and staff spend a lot of  
10 time cleaning up Borda Towers. We spend a lot  
11 of time cleaning up after adults that live in  
12 this building. When it gets to a point where we  
13 have to take off or take up personal items like  
14 when you do your personal business in the  
15 elevators, in the corners of the stairwells, and  
16 you empty your trash in the hallways, we have a  
17 problem with that.

18 When we have to clean up after you, that  
19 means that we can't get the regular scheduled  
20 maintenance done. So the only thing that we can  
21 ask you to do as residents and this being your  
22 home, we ask you to help us by helping  
23 yourself. Help us keep your building clean.

24 You can do that simply by taking out your

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1 trash, doing the things that you are supposed to  
2 do where you're supposed to do them and not  
3 doing them in the hallways, in the elevators, in  
4 the stairwells, etcetera. That's about all we  
5 can ask you to do. We only have two maintenance  
6 types here. And they are spending a lot of time  
7 every day cleaning up. We can ask you to pay  
8 your rent on time.

9 If you've got a maintenance issue -- and I  
10 know it's easy to talk about your maintenance

11 issues at places like this or at meetings like  
12 this, but the best thing that you can do when  
13 you have a maintenance issue, make sure your  
14 management knows.

15           We find that half the time you ask  
16 questions at these meetings about your  
17 maintenance issue, you haven't even taken it to  
18 your manager yet. So see Ms. Ballat; see  
19 Mr. Booker, and I guarantee you they will take  
20 care of getting done what you need to have done.  
21 If they do not, then you see me. I am over here  
22 on a regular basis.

23           But I guarantee you that in most cases,  
24 you don't have to talk to me because Ms. Ballat

33

1 and Mr. Booker -- and everybody knows your  
2 building engineer, right?

3           (Residents respond affirmatively.)

4           MR. NELMS: I guarantee you they  
5 will take care of the business at hand. They've  
6 done it before; they always do it every day.  
7 All you have to do is see the right people. So  
8 the only thing we ask you to do is take care,  
9 pay your rent on time, be a good citizen, a  
10 model citizen.

11           After all, if you're a model citizen, then  
12 we don't have to worry about some of the  
13 problems that we run into in this building.

14 You're opening the doors and letting in people  
15 that don't live here. Most of the time, most of  
16 your problems come from those that do not live  
17 here.

18           And also Mr. Perry talked about the lease  
19 earlier. You know, you're responsible -- as a  
20 leaseholder, you're responsible for anybody --  
21 for the behavior of anybody you bring in this  
22 building; you're responsible for them. So if  
23 they want to come in drunk and act a fool,  
24 that's on you. Okay.

34

1           But in order to be a good citizen -- I  
2 mean, a good resident -- and also respect your  
3 other residents living in here because they  
4 don't want to put up with noise in the building  
5 that's coming from your visitors, etcetera, or  
6 those that you're letting in the door.

7           Because if you have criminal elements  
8 coming in, that means that you're opening the  
9 door; somebody's opening the door to let them  
10 in. Okay. So pay your rent, be a good citizen,  
11 help us. Help us by helping keeping the  
12 building clean.

13           Are there any questions?

14                       (No response.)

15                       MR. NELMS: Thank you.

16                       MR. SWINDLE: Good evening. My

17 name is Mike Swindle, and I'm here to represent  
18 the Capital Improvement Department for the  
19 Housing Authority, and I'll be very brief.  
20 Capital Improvement provides those things that  
21 are just beyond the routine maintenance type of  
22 items.

23 I will let you know what we have planned  
24 for this building in the short-term and what we

35

1 have -- for this year -- and also what we have  
2 planned, sort of, for the long term and what we  
3 have planned for the other developments. All  
4 right.

5 Okay. For this facility, for this plan  
6 year, what we have is roof replacement. We're  
7 having issues where we had leaks in the roof, so  
8 we're taking up that now. We came out today and  
9 had one of the property managers take a look and  
10 try to assess the roof to see what kind of  
11 issues we have.

12 We have gotten some replacements for this  
13 year, and that's it that I know of. Maybe other  
14 things may come up throughout the year. It's  
15 not -- the budget is not -- the plan is not  
16 final yet, so if something comes up through  
17 operations or from the on-site manager, let us  
18 know about it, and we'll probably arrange things  
19 to make that happen.

20           Also, for the long-term, I don't know if  
21 you've heard about our project called the  
22 Triangle NOIR or the economic stimulus and that  
23 stuff. Okay. Triangle NOIR includes -- as far  
24 as the Housing Authority -- that includes the

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1 two -- two of the three existing low-rises and  
2 all four of the high-rises.

3           The high-rises we're talking about are  
4 Borda, Barry, Venson, and Jefferson. The  
5 low-rises are Cleaborn and Foote. Okay. And  
6 what that involves -- when I say long-term, I'm  
7 talking about something -- I don't know exactly  
8 when it's going to happen. It may be a couple  
9 of years; it may be ten years from now. Because  
10 we're trying -- right now, we just have a  
11 concept-type phase, so we're going to come back  
12 with more information as things kind of  
13 develop.

14           For the low-rises, it involves  
15 revitalization of those areas. That means  
16 demolishing the old buildings and building new  
17 buildings. That would include possibly some  
18 low-rise senior buildings and some older  
19 family -- multi-family buildings. That's  
20 subject to change.

21           For the high-rises, what it involves is  
22 possibly disposing of them, selling them,

23 something like that. Right now, these  
24 high-rises are obsolete. They're not worth

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1 investing a lot of money in. We're not going to  
2 invest a lot of money in the high-rises in the  
3 next couple of years unless it involves safety  
4 or health or something like that.

5         Just to say we're going to modernize those  
6 old units, that's not going to happen. So  
7 that's what we have planned for the long-term.  
8 This probably will take six to eight years to  
9 do. It's a long-term project. Okay. But like  
10 I said, as things develop, we'll have more  
11 conversations about what we're going to do with  
12 this particular development. Okay.

13         Also, for Venson -- we're looking at a new  
14 roof for Venson. For Cleaborn, if this stimulus  
15 money doesn't come in this year, we're looking  
16 at possibly doing some repairs to those units  
17 that are vacant or heavily damaged. Over at  
18 Cleaborn, also, we're looking at site  
19 improvements. We have drainage issues, putting  
20 in some sidewalks, some curb appeal, and make it  
21 look somewhat more appealing.

22         We've got some standing water. Well,  
23 maybe some drainage being stopped up. I know  
24 we've got some standing water in places. We'll

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4 Luretha Phillips, and I'm part of the HOPE VI  
5 redevelopment team. I'm responsible for  
6 redeveloping the former public housing sites  
7 into mixed-income sites.

8         The primary goal of the HOPE VI is to  
9 improve the living conditions of public housing  
10 families. We do that through development of  
11 more decent, safe, sanitary, and more affordable  
12 housing. We mix that with market-rate housing  
13 in those areas.

14         As you know, we have four HOPE VI grants  
15 in excess of \$122 million that have been awarded  
16 to the City of Memphis and the Memphis Housing  
17 Authority. We also -- one of our goals is to  
18 enhance the quality of life outcomes for our  
19 seniors through development of senior-only  
20 high-rises, and as Mr. Perry's mentioned, those  
21 are for seniors 62 and above. And those seniors  
22 may also be disabled seniors.

23         We're also researching the feasibility of  
24 developing another high-rise, and that

40

1 development will be located at the Legends Park  
2 site, and that's an activity that we plan for  
3 2010, but we're going through the -- we'll be  
4 going through a financial feasibility study.

5         Another goal is to increase job  
6 opportunities for families that are work bound.

7 These are also at our HOPE VI sites. We also  
8 want to help those work bound families with  
9 their Self-Sufficiency goals. Of course, these  
10 efforts are coordinated through Ms. Partee's  
11 office.

12 We want to increase homeownership  
13 opportunities for families that homeownership is  
14 their goal.

15 We plan to submit a number of applications  
16 this year, disposition applications and also  
17 additional funding applications. One of the  
18 disposition applications will be for the FedEx  
19 House. This is Legends Park. What the FedEx  
20 House is -- it's a lodging type -- a hotel-style  
21 lodging for families of patients of Le Bonheur  
22 Hospital.

23 We have the Ronald McDonald House and the  
24 Grizzlies House, but we're in partnership with

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1 Le Bonheur and Methodist Hospital to build a  
2 24-suite hotel-style facility on the old Legends  
3 Park site. It's about three acres that will be  
4 included in that development plan.

5 The Uptown Commercial Center is located at  
6 the corner of Danny Thomas and Mill Avenue.  
7 That's the last phase of the Uptown Development,  
8 and it was always intended to be part of the  
9 HOPE VI -- well, outside of the HOPE VI

10 effort -- and to be financed privately.

11           So we're at the point of negotiating with  
12 a local fast-food restaurant to locate to that  
13 area as well as a local pharmacy. And we're  
14 also looking at the possibility of bringing  
15 another bank to that area as well as a small  
16 grocery store which would be much needed in that  
17 particular area.

18           A Lease-Purchase Program -- for those  
19 families that may not be ready for homeownership  
20 but would like to be a homeowner, we're looking  
21 at that for the Uptown Area and an acquisition  
22 and conversion plan.

23           We have ten homes left in the Uptown Area  
24 that have not sold. We've built a hundred and

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1 ten; ten of them have not sold yet, so we may be  
2 looking at converting those houses to public  
3 housing units, those units that are for sale  
4 into public housing. That'll add --

5                   UNIDENTIFIED SPEAKER: You've  
6 mentioned Legends Park. Where's that?

7                   MS. PHILLIPS: That's the old  
8 Dixie Homes. It's at Poplar and Ayers, between  
9 Ayers and Decatur.

10           Yes, ma'am? Please give your name.

11                   MS. GUAJARDO: My name is Mary  
12 Guajardo. I owned my own home until I got

13 here. I want to go back to that. I want to go  
14 back to getting another house. How can I do  
15 that?

16 MS. PHILLIPS: Okay. We have two  
17 homeownership programs: One at Uptown in  
18 that -- Danny Thomas and -- you know where the  
19 Uptown -- it's scattered in that area. They  
20 range from 90,000 up to about a hundred and  
21 fifty, and -- but they are funds that if the  
22 families qualified, then they can get down  
23 payment assistance.

24 The other homes that will be built are in

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1 this area, pretty much off of Crump -- off of  
2 McKinley, excuse me. That is McKinley Park, you  
3 know, where the old Askew -- well, the Cleaborn  
4 Homes and then Askew Place. This is across the  
5 street from Askew Place. So we'll build thirty  
6 houses there, and we'll start those homes before  
7 the end of March. It will be this quarter.

8 Yes, sir? Your name?

9 MR. ARTISON: Orlando Artison,  
10 and I just -- like the lady was just asking a  
11 little while ago about -- I keep hearing about  
12 senior citizens, but you know, are you all going  
13 to make a place for the disabled, like a home in  
14 general for them to go to or a place for them to  
15 stay at because you know, they need help just as

16 well?

17 MS. PHILLIPS: Well, what we have  
18 and the concept that we have at all of our HOPE  
19 VI sites are the families that are 62 and above  
20 are -- can live in a high-rise or low-rise  
21 building. The families -- and they can also be  
22 disabled. The families that are under 62 are  
23 considered a regular family and can live out on  
24 the property in a unit for a disabled family.

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1 Now, if they have, I guess, a physical  
2 disability -- but there are no special housing  
3 for the disabled. And the House Authority does  
4 not build structures for just the disabled.

5 UNIDENTIFIED SPEAKER: Let me ask  
6 you this. The place at Lamar Terrace, the new  
7 place...

8 MS. PHILLIPS: Yes, ma'am.

9 UNIDENTIFIED SPEAKER: They took  
10 applications. How long was that application?  
11 They took applications in March for the disabled  
12 people, and a lot of our people went over there  
13 and applied for it. And do you know how long on  
14 those applications?

15 MS. PARTEE: I'll let you know.

16 MS. PHILLIPS: Ms. Partee will  
17 let you know about that.

18 UNIDENTIFIED SPEAKER: Because

19 they asked me, and I don't know.

20 MS. PHILLIPS: Okay. We'll get  
21 you an answer back.

22 MR. ARTISON: Well, when I called  
23 back, they said no, it's not for -- once I  
24 filled my application out, they said no, it's

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1 not even for disabled. But they had me fill it  
2 out when I had to wait in line for a couple of  
3 hours. But as she is saying, I'm just kind of  
4 curious.

5 Everything is always for me to get over  
6 50, which I am not. The object is what? If  
7 this is the Housing Authority, and I know I'm  
8 disabled, but I'm just seeking for the health --  
9 wondering where I could go.

10 MS. PHILLIPS: Well, at the HOPE  
11 VI sites, there's no special housing for those  
12 families or households under 62 other than if  
13 you fit in the category of a regular family,  
14 just a general household.

15 MR. ARTISON: Well, I don't have a  
16 general family.

17 MS. PHILLIPS: Well, a household  
18 could be an individual as well. There's only  
19 two, three, and four bedrooms. I don't think  
20 there's any one bedrooms over there in the --  
21 did you go to University Place?

22 MR. ARTISON: I went to no other  
23 place. I've only been living here, and I went  
24 over to the place she just described to you

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1 on -- off Lamar.

2 MS. PHILLIPS: Okay. Over there  
3 at University Place, I don't think there are any  
4 one bedrooms over there, and if you are an  
5 individual household, that would be the family  
6 composition --

7 MR. ARTISON: They were saying  
8 senior citizens --

9 MS. PHILLIPS: Okay. And seniors,  
10 of course, are one bedrooms. There are some  
11 twos, but they are for 62 and above.

12 MR. ARTISON: Even these places  
13 that you all are building where Dixie Homes is  
14 at right now, where they are rebuilding now,  
15 they are not going to be for no one -- if I  
16 wanted to apply over there, there's no way I  
17 could get over there either?

18 MS. PHILLIPS: Those are, as far  
19 as I'm aware, twos and threes. I'm not sure if  
20 we have ones in this phase. I don't think there  
21 are any ones in this particular phase that's  
22 going up now. But --

23 MR. ARTISON: Even for years to  
24 come?

1 MS. PHILLIPS: We can get you an  
2 answer to that, but in this phase, there are no  
3 ones planned, but there are twos, threes, and  
4 fours. Okay? Some of our other sites do have  
5 one bedrooms, and that would be Uptown, or I  
6 guess another Housing Authority property that  
7 you could perhaps apply to.

8 MR. ARTISON: I think I even  
9 called them, too, but --

10 MS. PHILLIPS: Then, of course,  
11 every site has a waiting list, so if -- you  
12 would have to go to that particular site to  
13 apply.

14 MR. ARTISON: And that's exactly  
15 what they said. The waiting list was so long  
16 that you have to wait --

17 MS. PHILLIPS: They're going to  
18 open back up, but they will announce and they  
19 will advertise and they will put it in the paper  
20 when that process starts.

21 MR. ARTISON: All right.

22 MS. PHILLIPS: Well, we've gone  
23 through the homeownership program. Construction  
24 is underway on the first phase of Legends Park,

1 and that is a hundred and thirty-four units.

2 Fifty-two of those are public housing.

3 We're looking at plans in development of  
4 the next phase which is Legends Park West, and  
5 of course, I've mentioned the feasibility of  
6 doing a -- building a senior low-rise building  
7 over there.

8 Mr. Swindle mentioned what we have for the  
9 other divisional public housing sites. College  
10 Park is another HOPE VI site. It was developed  
11 in 2002, and there are no additional  
12 improvements planned for that particular site.

13 Okay. The general requirements for  
14 homeownership are that the family must fall  
15 between 80 percent or below the Area Median  
16 Income. They may qualify for down payment  
17 assistance either through the Housing Authority  
18 or through the City of Memphis.

19 The City's down payment assistance is up  
20 to \$10,000. The Housing Authority -- depending  
21 on the price of the house, it could be in excess  
22 of \$10,000. And that's on top of what the City  
23 of Memphis provides.

24 The homeowner or the buyer must make a one

1 percent cash contribution either from being in  
2 the RISE Program or from being in the Family  
3 Self-Sufficiency Program or from your own  
4 savings. You must complete a Qualified

5 Homeownership Training Program, and you must  
6 have acceptable employment for the homeownership  
7 programs.

8 Another program is the SHAPE Homeownership  
9 Program where the Section 8 voucher holder --  
10 the current voucher holder can convert the  
11 rental voucher to a mortgage assistance  
12 voucher. And the adult head of household or the  
13 spouse must have been continuously employed for  
14 one year. The employment requirement is waived  
15 for the disabled Section 8 household.

16 The minimum household income must be  
17 fourteen thousand one hundred; ten thousand five  
18 hundred is the minimum for a disabled family  
19 that has a Section 8 voucher. And again, that  
20 family must also complete a Homeownership  
21 Counseling Program.

22 That pretty much summarizes the activities  
23 that we have planned under the HOPE VI  
24 Department, and I'll be around to answer any

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1 questions if you have any more. Thank you.

2 MR. PERRY: Yes, sir?

3 UNIDENTIFIED SPEAKER: I just  
4 want to say that y'all jumped from Number five.

5 MR. PERRY: Oh, no, our Number  
6 five is security. When I was doing my  
7 discussion, I said I was going to jump over that

8 and go into security for the high-rises.

9 I think we're not going to have 24-hour  
10 security, but during certain days of the  
11 month -- perhaps the first five working days of  
12 the month -- we're in the process of doing that  
13 now. We're trying to get the contract. We're  
14 going to have security here, but after that,  
15 they may not be here except -- in order to keep  
16 the element of surprise, they may come in at  
17 other times.

18 Generally speaking, it's going to be the  
19 first five days of the month. All right.  
20 That's going to be security. Also, we're going  
21 to try to do some things with the cameras and so  
22 forth to bring in a system to give us a better  
23 quality of visual pictures of what's happening  
24 in the development. We're not going to have

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1 security guards every day. Each -- several days  
2 out of the month, you will have security. The  
3 first -- basically the first five days of the  
4 month you'll have security.

5 We cannot afford to have security  
6 24-hours. I know that most of you want security  
7 every day; we understand that. Right now, due  
8 to the budget, we just can't afford it for  
9 24-hours every day, 365 days a year. We do have  
10 some security.

11           Again, we're trying to develop a system of  
12 the camera and so forth to improve that system.  
13 All right. That's all we have. We appreciate  
14 each of you coming out again this year. We look  
15 forward to seeing you next year, and we'll take  
16 all of your comments into consideration.

17           Yes, ma'am, back in the back.

18                       MS. BROWN: My name is Martha  
19 Brown, resident association president. I have a  
20 couple of questions.

21                       MR. PERRY: We want to recognize  
22 you as president so come on up.

23                       (Resident complying with request.)

24                       MS. BROWN: I have a couple of

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1 questions. My first question is concerning our  
2 game room that was taken. We have a computer  
3 room now. We utilized that before. We had a  
4 pool table, a Pac-Man machine; we used it; there  
5 was money being made back there. Now we don't  
6 have anything. There's computers but nothing is  
7 going on in there. Can you tell me when that'll  
8 be open?

9                       MR. PERRY: We've got that  
10 coming. Next -- we'll do that, and you would  
11 like to have one?

12                       MS. BROWN: Can we have our game  
13 room back?

14 MR. PERRY: No, ma'am. I can't  
15 tell you that. I can tell you we're going to  
16 look into that. Okay. All right?

17 MS. BROWN: Okay. My second  
18 question or comment: We need regular wood  
19 closet doors for Borda. In a lot of our  
20 residents' apartments, the closet doors are  
21 either raggedy or we don't have any. We need  
22 regular wood closet doors.

23 MR. PERRY: Okay. Your second  
24 comment was that you would like to have, in all

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1 of the units, regular wood closet doors?

2 MS. BROWN: That's what we need.  
3 Also, we have a lot of rusty medicine cabinets  
4 in our bathrooms. We need good medicine  
5 cabinets.

6 MR. PERRY: You would like to  
7 change your medicine cabinets?

8 MS. BROWN: We have a lot of  
9 rusty ones.

10 MR. PERRY: I'm sure a person  
11 from Capital is looking into all of this.  
12 That's what you call a capital improvement.  
13 I've got those three things. We'll look at it;  
14 not to say we're going to do it, but we'll look  
15 at it. Okay.

16 MS. BROWN: This is for

17 Ms. Partee. I need personal -- I need an  
18 expense account for supplies.

19 MR. PERRY: On the personal  
20 things, you'll have to give -- Ms. Partee says  
21 give her a call on that. She's going to handle  
22 that outside of our annual plan. We'll handle  
23 that one.

24 MS. BROWN: And I think that's

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1 it.

2 MR. PERRY: Okay. We've got your  
3 comments and suggestions. We appreciate that.  
4 Anyone else wants to make a comment or  
5 suggestion on the record that's dealing with the  
6 annual plan?

7 Yes, ma'am?

8 UNIDENTIFIED SPEAKER: I would  
9 like -- my concern is the -- putting these  
10 alarms in individual apartments, and you know,  
11 when we have -- nobody moves. My concern is:  
12 One day, that's going to be an actual problem,  
13 and nobody's going to move.

14 So I don't know if the kitchen is supposed  
15 to suck up the heat -- you know when you're  
16 cooking sometimes -- it results to -- that fire  
17 sensor is going to go off, but that's dangerous  
18 because like I say: One day, it's going to come  
19 a time when we need to get out of this building

20 and nobody is going to move.

21 MR. PERRY: I think what you're  
22 referring to is that we need some training in  
23 this building, maybe drills. We --

24 UNIDENTIFIED SPEAKERS: We

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1 already have that.

2 UNIDENTIFIED SPEAKER: I'm not  
3 saying drills. What I'm saying is we need  
4 another way -- in the event of a real  
5 emergency -- when I'm going upstairs, I hear the  
6 thing going off. The thing is: Nobody moves.  
7 We're all thinking somebody's cooking or  
8 somebody's burning up something, but one day,  
9 it's going to be an actual emergency where  
10 people need to get out. You've got people in  
11 wheelchairs and all of that stuff. We're so  
12 accustomed to not moving when the alarm system  
13 goes off. And you're saying there's no security  
14 here. We don't have --

15 MR. PERRY: Well, maybe it's a  
16 good thing to have floor captains or some way --

17 UNIDENTIFIED SPEAKER: We do.  
18 The floor captain goes all the way down the  
19 hall. I'm the floor captain coordinator. We go  
20 and knock on each door, and whoever it is, we  
21 ask them to stick their head out and open their  
22 balcony door until the maintenance man gets up

23 there. Somebody do check.

24 MR. PERRY: Okay. There's one

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1 way of doing -- maybe a good way of -- going  
2 door to door and letting somebody know that this  
3 is an alarm or this is a fire.

4 UNIDENTIFIED SPEAKER: I need  
5 more floor captains.

6 MR. PERRY: She's announcing  
7 right now that she needs more floor captains.  
8 That doesn't cost anyone anything, so it's just  
9 being neighborly and doing that. That's  
10 something you can look into. That resolves that  
11 problem.

12 It's about all of you working together and  
13 coming up with a plan to do that. That's a good  
14 point that you don't move, and one of these  
15 days, somebody might have a stove fire that goes  
16 into a major fire. It all starts with a stove  
17 and the alarm goes off. The alarm system has to  
18 be set that way so it goes off.

19 Ms. Partee says, for those things, please  
20 come to your resident association meetings  
21 because those are the things that you need to  
22 talk about at those meetings, and again, we're  
23 looking at the drill process, the annual  
24 planning process overall in the high-rises, how

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1 we handle security and those types of things.

2         We'll be looking into that also in our  
3 planning, and we do that; we have emergency  
4 plans, too, and we try to do that. And your  
5 suggestion really helped. Let's go with the  
6 best system to help everyone because if there is  
7 a major fire, we want to get everyone out. And  
8 systems do have, fortunately, the water -- the  
9 sprinkler system. That'll knock out most  
10 things, but you never know.

11         Sometimes a sprinkler system might default  
12 and not work, so we need to work together on  
13 that. So let's talk about the floor captains  
14 and so forth, and the best way to get everyone  
15 out, to check on everyone, to make sure. All  
16 right. I don't have any -- Ms. Partee says if  
17 you want to sign in, please come up and sign  
18 in.

19         Once again, on behalf of our executive  
20 director, Mr. Robert Lipscomb, I thank each of  
21 you for coming out, and we'll see you again next  
22 year. Thank you again for all of your comments.

23                     (The meeting concluded at  
24 approximately 4:16 p.m.)

1                     C E R T I F I C A T E

2     STATE OF TENNESSEE:

3     COUNTY OF SHELBY:

4 I, LASHAWN LYONS, Certified Court  
5 Reporter and Notary Public, Shelby County,  
6 Tennessee, CERTIFY:

7 1. The foregoing proceedings were taken  
8 before me at the time and place stated in the  
9 foregoing styled cause with the appearances as  
10 noted;

11 2. Being a Court Reporter, I then reported  
12 the proceedings in Stenotype to the best of my  
13 skill and ability, and the foregoing pages  
14 contain a full, true and correct transcript of  
15 my said Stenotype notes then and there taken;

16 3. I am not in the employ of and am not  
17 related to any of the parties or their counsel,  
18 and I have no interest in the matter involved;

19 4. I FURTHER CERTIFY that this transcript  
20 is the work product of this court reporting  
21 agency and any unauthorized reproduction and or  
22 transfer of it will be in violation of Tennessee  
23 Code Annotated 39-14-149, Theft of Services.

24 WITNESS MY SIGNATURE, this, the \_\_\_\_ day  
of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Lashawn Lyons  
CCR, Court Reporter and  
Notary Public\*\*\*\*\*

My commission expires:  
June 20, 2012

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FY2005-2009 PHA PLAN  
&  
ANNUAL PLAN FOR FY2009  
DEVELOPMENT HEARING  
CROCKETT PLACE  
Tuesday, February 10, 2009

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H & N COURT REPORTING  
3610 Philwood Avenue  
Post Office Box 41971  
Memphis, Tennessee 38174

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(901) 323-3132

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APPEARANCES  
  
MHA LEGAL COUNSEL:

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MR. GREGORY PERRY

PHA COMMUNITY SERVICE AND SELF-SUFFICIENCY  
PROGRAMS:

MS. JACQUELINE PARTEE

HOPE VI GRANTS DISPOSITION:

MS. LURETHA PHILLIPS

Reported by: Lesley L. Spence, CSR

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P R O C E E D I N G S

\* \* \* \* \*

(The meeting commenced at  
approximately 4:49 p.m.)

5 MR. PERRY: Good afternoon. On  
6 behalf of the director, Mr. Robert Lipscomb, I'm  
7 here for the Memphis Housing Authority annual and  
8 five year plan meeting for Crockett Place.

9 At this time, there are no  
10 attendees here from the complex or from the  
11 public. At this time, we are now closing the  
12 meeting. Thank you.

13 (Whereupon, the meeting  
14 concluded at approximately  
15 4:50 p.m.)  
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1 C E R T I F I C A T E

2 STATE OF TENNESSEE:

3 COUNTY OF SHELBY:

4 I, LESLEY L. SPENCE, Court Reporter and Notary  
Public for the State of Tennessee at Large, do  
5 hereby certify that I reported in machine  
shorthand the above-captioned proceedings.

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I HEREBY CERTIFY that the foregoing pages contain a full, true and correct transcript of my said Stenotype notes then and there taken.

I FURTHER CERTIFY that I am not an attorney or counsel of any of the parties, nor a relative or employee of any of the parties, nor am I a relative or employee of any attorney or counsel connected with the action, nor am I financially interested in the action.

I FURTHER CERTIFY that in order for this document to be authentic and genuine, it must bear my original signature and my embossed notarial seal and that any reproduction in whole or in part of this document is not allowed or condoned and that such reproductions should be deemed a forgery.

THEREFORE, witness my hand and my official seal in the State of Tennessee on February 11, 2009.

\_\_\_\_\_  
LESLEY L. SPENCE  
Court Reporter and  
Notary Public at Large

My Commission Expires:  
June 29, 2010

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MEMPHIS HOUSING AUTHORITY  
FY2005-2009 PHA PLAN  
&  
ANNUAL PLAN FOR FY2009  
DEVELOPMENT HEARING  
  
COLLEGE PARK

Tuesday, January 27, 2009

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APPEARANCES

MHA LEGAL COUNSEL:

MR. GREGROY PERRY

CAPITAL IMPORVEMENT NEEDS:

MR. MICHAEL SWINDLE

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PHA COMMUNITY SERVICE  
and SELF-SUFFICIENCY  
PROGRAMS:

MS. JACQUELINE PARTEE

HOPE VI GRANTS  
DISPOSITION:

MS. LURETHA PHILLIPS

REPORTED BY:

MS. CATHY A. HASTINGS-NICKELSON  
Court Reporter, CCR, RPR

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1 MEETING COMMENCED AT APPROXIMATELY 4:40 P.M.

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MR. PERRY: Good afternoon. Once again on behalf of our executive director, Robert Lipscomb, we welcome you to our 2009-2010 PHA Plan and 2009 Annual Plan public hearing on this development.

We're glad to have you come out again this year for us to discuss our Annual Plan for you another year. If you have an agenda, we're going to try and discuss our plan; get you in; get you out, okay?

My name is Gregory Perry. I'm the staff

13 attorney for the Housing Authority; Mike Swindle,  
14 capital improvements; Luretha Phillips from Hope VI  
15 and Ms. Jackie Partee from Human Services. Once  
16 again, the staff has come out to discuss the Annual  
17 Plan with you.

18           Announcements, I want to remind you if you  
19 have a cell phone, put it on vibrate while we're  
20 having our discussion. If you, during one of --  
21 any one of our discussions, if you need to -- if  
22 you have a comment, we have a court reporter here  
23 today taking down everything being said at this  
24 public meeting today.

4

1           So what I would like you to do is, you  
2 don't have to stand, but if you would give your  
3 name; where you live, okay? So kind of wave your  
4 hand and we will acknowledge you and give your name  
5 and where you live so she can keep a good record  
6 about what occurs today.

7           Yes, ma'am?

8           UNIDENTIFIED SPEAKER: You said raise  
9 your hand.

10          MR. PERRY: Just raise your hand,  
11 give your name and speak if you have a question or  
12 comment, okay? During the presentation if you have  
13 anything you want us -- you don't hear us; want us  
14 to stop, slow down, whatever, just let us know, but  
15 we need to know who you are. Everyone understand?

16 (Residents answer affirmatively.)

17 MR. PERRY: In the back, can you hear  
18 me?

19 (Residents respond affirmatively.)

20 MR. PERRY: Okay. The Mission of  
21 Memphis Housing Authority is to provide community  
22 revitalization for senior citizens, affordable  
23 services, affordable housing and new business  
24 development. It is the vision of Memphis Housing

5

1 Authority to become a national model for community  
2 revitalization.

3 Some of the major goals of the Memphis  
4 Housing Authority, number one is to replace  
5 absolute public housing stock; two, guarantee  
6 housing for current residents; also provide  
7 counselors in order to train residents; the  
8 renovation of viable family housing and building  
9 more senior and disabled developments; reduce our  
10 vacancy rate in the housing stock we do have and  
11 increase the job opportunities for those who live  
12 in public housing to promote self-sufficiency.  
13 Those are some of the major goals of the Agency.

14 In the Annual Plan that comes before you  
15 each year, also attached to this five-year plan,  
16 again, is the Annual Plan which consists of about  
17 50 or 60 pages plus numerous attachments which  
18 makes over a 500-page document.

19 UNIDENTIFIED SPEAKER: We can't hear  
20 you.

21 MR. PERRY: Oh, I'm sorry. What I  
22 said was the Annual Plan -- can you hear me now?

23 (Residents respond affirmatively.)

24 MR. PERRY: The Annual Plan consists

6

1 of a document 40, 45 pages and then there's some  
2 attachments to that plan which makes it a very  
3 large document, about five or six hundred pages.

4 What I want to discuss right now are some  
5 of the attachments to the Annual Plan which are  
6 some of the changes from last year. The first  
7 attachment I'm going to discuss is a Public Housing  
8 Lease Agreement. How many of you signed a Public  
9 Housing Lease Agreement?

10 (Several residents respond.)

11 MR. PERRY: Okay. The change this  
12 year in the lease agreement, basic change, is that  
13 there is a new provision regarding the regulations  
14 that the resident, which is you, must do, and that  
15 involves the drinking of alcohol.

16 What the lease agreement basically says is  
17 that the resident cannot abuse alcohol. It means  
18 that you can't drink alcohol and then disturb your  
19 neighbors. That's going to be a lease violation.  
20 That's going to be an additional lease violation.

21 So if you happen to be someone who likes

22 to drink every now and then, confine it to your own  
23 room and not disturb anyone else in the process.  
24 That's the simplest way to say it. Does everyone

7

1 understand that?

2 (Residents respond affirmatively.)

3 MR. PERRY: That is the major change  
4 in the lease agreement. Now the change in ACCOP,  
5 which is not going to affect most of you, but it's  
6 going to happen, one of the changes in ACCOP is  
7 that when you first come to public housing we do  
8 what we call a background check, housekeeping. We  
9 also do a criminal background check to make sure  
10 that you haven't been involved in any criminal  
11 activity, which is a violation of the lease  
12 agreement.

13 Now each year each one of you go through  
14 what we call an annual recertification. You come  
15 down to the office or we come to your room and then  
16 you give your income that you're making this year;  
17 how many in your household, information like that.  
18 We call that -- have any of you done that this  
19 year?

20 (Several residents respond.)

21 MR. PERRY: So you know what I'm  
22 talking about, right? In addition to that, though,  
23 in the past we have done this and we're going to do  
24 what's called a criminal background check. We also

1 check your background, criminally, to make sure you  
2 haven't been arrested so you haven't violated the  
3 lease agreement.

4           Most of this doesn't apply to any of you,  
5 but we do it for everybody in public housing  
6 because all of you are real nice and never do  
7 anything, so I know it doesn't apply to you, okay?

8           What we do when we run a criminal  
9 background check, for example, if someone's been  
10 involved in smoking like marijuana, which none of  
11 you all do anyway, and you get arrested for that,  
12 since it's illegal to do that and we find out about  
13 it, that's a violation of the lease agreement,  
14 okay? Some people do it a little bit different.

15           Also, we also have what we call an  
16 agreement with the Memphis Police Department where  
17 we run a daily check on our public housing  
18 residents. So your name is in the computer and  
19 they run a check every day to see if any public  
20 housing residents were, in fact, arrested and at  
21 nine o'clock at night they send us an e-mail  
22 letting us know. So we do it daily as well as  
23 annually. Annually we do a thorough check, but the  
24 police department does it daily. Now those are the

1 two -- that change is going to be ACCOP.

2           Another change that's, I guess, a major

3 change, and that's going to be the pet policy. If  
4 you keep a dog, cat, okay? There's a 300 deposit.  
5 What we're going to do is that for individuals that  
6 have a disability, number one, a good thing, we're  
7 going to waive the deposit, the pet deposit. If  
8 you have a disability, there's no deposit.

9           For instance, if you need a dog to get  
10 around and the doctor says you need a dog for your  
11 disability, then you wouldn't have to pay the pet  
12 deposit. You pay no money for having a dog in your  
13 apartment. You still have to maintain licenses and  
14 have a dog with shots and so forth, but you don't  
15 have a pet deposit.

16           Everyone understand that?

17           (Residents respond affirmatively.)

18           MR. PERRY: The doctor says you need  
19 a goldfish, then you get to keep a goldfish. As  
20 long as the doctor says you need it for your  
21 disability, then you get to get it. If you need an  
22 animal to assist your disability, we won't charge  
23 you a deposit for that. That's the change in our  
24 pet policy.

10

1           MS. PERRY: Are you going to lower  
2 the deposit?

3           MR. PERRY: We have a comment. You  
4 have to tell me your name.

5           MS. PERRY: Ms. Merry.

6 MR. PERRY: Oh, my goodness,  
7 Ms. Perry. The reason I say that, my name is Perry  
8 too, Gregory Perry.

9 Ms. Perry says, are you going to lower the  
10 pet policy? In other developments they have asked  
11 would we let you pay the pet deposit in  
12 installments. I think we'll consider that since  
13 she made that comment and we will also consider  
14 making you pay the deposit in, like, installments  
15 of so much per month until it gets paid in full.

16 MS. PERRY: I said lower it.

17 MR. PERRY: She made the comment that  
18 regarding that she wanted to have it lowered,  
19 okay.

20 Yes, ma'am, I'm going to go right here.

21 MS. STEWART: My name is Martha  
22 Stewart and I live on Garden Road and I'm not too  
23 much concerned about the pets. I am concerned, you  
24 know, in the home. As I said, I'm not totally

11

1 blind but I am legally blind. I can see your  
2 shadow.

3 I don't live too far from my mailbox, but  
4 this is my concern: There are times that I'm  
5 checking my mail and the dogs will greet me, and  
6 I'm sure you have a leash policy that no animal can  
7 be outside without being -- or attended to by, you  
8 know, the person in charge. But they just loosely

9 run, you know, and run into you and I fear dogs  
10 and, you know, I have been -- I just stopped even  
11 checking it by myself.

12 MR. PERRY: Let me say this, I think  
13 she's right. There is a pet policy and the pet  
14 policy has certain rules and regulations that you  
15 must follow if you have a dog or a cat. One thing  
16 in the City I think you have to have them on a  
17 leash. It's a City ordinance, I think.

18 So if you have a pet, you have to follow  
19 the pet policy. If you don't follow the pet  
20 policy, you could get in trouble and you would  
21 lose your pet. So make sure that if you do have  
22 pets, that you follow the policy; read the policy  
23 and make sure you follow that policy.

24 Let me see if there are any other

12

1 changes. Yes, ma'am?

2 MS. DUPREE: My name is Carrie Dupree  
3 and I live on College Park and I have a question  
4 that if you have a neighbor, like you can't get no  
5 sleep night and day --

6 MR. PERRY: You need to talk to your  
7 manager.

8 MS. DUPREE: And then I got another  
9 question, I have called down to the office for my  
10 washing machine several months. Nobody has checked  
11 my washer, and even then I got another question,

12 like my floor done fell in and they haven't --

13                   MR. PERRY: Let me say this first,  
14 usually for the public housing side, when I say  
15 public housing side, Memphis Housing Authority  
16 side, we usually have our manager here.

17                   I usually say this to you all, at the end  
18 of our discussion when we get through if you have a  
19 specific problem about your unit, something is not  
20 being done specifically about your unit, then we're  
21 going to take those then, but since the manager is  
22 not here, I'll have to stay and take those for you  
23 and I will forward them to management.

24                   Let me say this, again, I want to take

13

1 specific problems about your specific apartment  
2 after we get through discussing the Annual Plan.

3 Is that fair enough?

4                   So each one of you, if you have a problem  
5 with your stove; your bowl's stopped up; the  
6 manager hasn't been around to unstop it; your  
7 window's been broken out, I'm going to take those  
8 complaints, those problems, I'm going to forward  
9 them to management and see that it gets addressed,  
10 okay? Find you an answer for that. But otherwise,  
11 we'll trying to stick to the Annual Plan and I will  
12 stay after and take all those complaints and write  
13 them down and your name.

14                   Now I've covered the changes in the lease;

15 covered the basic changes in ACCOP. I'm going to  
16 bring before you now Michael Swindle who is for  
17 capital improvement. He's going to tell you, give  
18 a brief summary of what we're doing in other  
19 government housing.

20 I don't think there are any capital  
21 improvements for this particular building, but he's  
22 going to tell you what we're doing in the other  
23 developments of public housing. So listen very  
24 attentively to what's happening in other public

14

1 housing.

2 MR. SWINDLE: Thank you, Greg. My  
3 name is Mike Swindle. I'm with the capital  
4 improvements and what we take on mostly is those  
5 items that are a step above the ordinary  
6 maintenance type of thing. He mentioned about a  
7 collapsing floor and is something that we will take  
8 interest in.

9 For this particular development, College  
10 Park, they're not managed by the Housing  
11 Authority. We don't have a lot of capital  
12 improvements, needs, laid out right now. We have  
13 things to look at, like I said, the exterior of the  
14 development and see what's going on, okay? So we  
15 will have to address that, all right?

16 Yes, sir?

17 MR. LEE: My name is Joe Lee. When

18 you make a maintenance request, why not give the  
19 tenants a copy saying when they put it in, you  
20 know?

21 MR. SWINDLE: Yes, sir. Hold onto  
22 that and at the end bring that question up and  
23 we'll take that suggestion. For this particular  
24 development here, the only thing we have, I know we

15

1 maintain the community building. So we do have  
2 painting of the interior and exterior for the  
3 community building in this unit.

4 Now we'll go on to other developments,  
5 very briefly because there are -- yes, ma'am?

6 MS. STEWART: Sir, I'm new. Where is  
7 the community building?

8 MR. SWINDLE: The community building  
9 is right behind us.

10 MS. STEWART: The building where the  
11 bank is?

12 MR. SWINDLE: Yes, ma'am.

13 MS. STEWART: Thank you.

14 MR. SWINDLE: For the other  
15 residences, I'm going to be very brief, the low  
16 rises, the Cleaborn, Foote and the four highrises,  
17 the Venson, Jefferson Square, Borda, Barry, those  
18 six developments what we're looking for in the  
19 long-term, when I say long-term, I'm talking  
20 probably two or three years, we're looking at

21 possible projects that include the revitalization  
22 of those sites.

23           The senior buildings, they're not  
24 modernized and we've had issues in the past with

16

1 those units not being earthquake sound and we're in  
2 an earthquake zone. That's one concern we have  
3 with those particular buildings. With the low  
4 rises they're not modernized either, so we have  
5 issues with those, as well.

6           UNIDENTIFIED SPEAKER: Is this  
7 building earthquake designed just in case one comes  
8 through? I was watchin' the TV the other day and  
9 he spoke of an earthquake, I think in Missouri, and  
10 we're not too far from there. I was wondering  
11 whether or not this building is earthquake designed  
12 so that won't happen to us.

13           MR. SWINDLE: I would say so because  
14 it was built -- it was just recently built. These  
15 old buildings, we're talking about back in the  
16 1970's --

17           SAME UNIDENTIFIED: Yes. At one time  
18 I lived in LeMoyne and at that time I think around  
19 there early 80s, mid 80s, I think an earthquake  
20 came through and it hit LeMoyne Gardens, which I  
21 had experienced that because it shook my dishes in  
22 my kitchen at the time. We're on that land, too,  
23 aren't we?

24 MR. SWINDLE: Yes, ma'am. You said

17

1 LeMoyne Gardens?

2 SAME UNIDENTIFIED: Yes.

3 MR. SWINDLE: Yes, ma'am.

4 SAME UNIDENTIFIED: I wanted to  
5 say -- as I said, I'm not from here, so -- and they  
6 mentioned that on the TV and I wanted to make  
7 sure --

8 MR. SWINDLE: I think you're okay  
9 where you are right now. It's the older  
10 developments that we're talking about built back in  
11 the 70s.

12 MS. PARTEE: Would you give us your  
13 name?

14 MS. BOYD: My name is Carday  
15 (phonetic) Boyd.

16 MR. SWINDLE: As far as the other  
17 developments, we're talking about G.E. Patterson --  
18 Yes, ma'am.

19 MS. BOYD: I have never heard a fire  
20 drill, so if a real fire caught on in here, what  
21 would we do?

22 MR. SWINDLE: I'm going to -- Greg is  
23 going to cover that. I'm going to move along with  
24 the other developments. We'll just move along.

18

1 Look at, like I said, G.E. Patterson and also look  
2 at the old Fowler Homes, G.E. Patterson, also at  
3 Askew Place, those are putting in some security  
4 doors.

5           We don't have anything planned for Latham  
6 Terrace; we have nothing planned for Barry Towers;  
7 nothing for University Place and nothing for Uptown  
8 Square. Also, we don't have anything planned for  
9 Magnolia Place or for Jefferson; nothing for  
10 Crockett; nothing for Harold Ford or --

11           MS. BOYD: Why did you mention that?  
12 This is Ms. Boyd again. Why did you mention that,  
13 those other developments? We don't have  
14 anything --

15           MR. SWINDLE: Why did I mention it?  
16 Just to give you that information. It's on the  
17 list, that's all.

18           MS. BOYD: Does that refer to us?

19           MR. SWINDLE: No, ma'am, it has  
20 nothing to do with you. That's all I have.

21           Are there any questions for me? Yes, ma'am.

22           MS. WITSON: My name is Erline  
23 Witson, and my question is I heard you say you  
24 planned on some capital improvements. Is there

19

1 anything planned for this building, like painting  
2 or --

3           MR. SWINDLE: No, ma'am. I don't

4 have anything. This is a private managed site, so  
5 I don't have anything on --

6 MS. WITSON: Didn't I see that on  
7 Memphis Housing?

8 MR. SWINDLE: It's privately managed  
9 by Edgewood Management.

10 MS. WITSON: Okay.

11 MS. STEWART: Sir?

12 MR. SWINDLE: Yes, ma'am.

13 MS. STEWART: My name is Martha  
14 Steward again. I'm trying to follow you. The  
15 sites you named off, that's under Memphis Housing,  
16 right?

17 MR. SWINDLE: Yes, ma'am, some of  
18 those are privately managed, some of the --

19 MS. STEWART: I know that in some  
20 parts we are under private, like you said, so you  
21 are -- you are addressing Memphis Housing and  
22 private sectors, also, right? But we just don't  
23 need anything done right here, what I'm saying,  
24 because it's so new as far as the earthquake.

20

1 MR. SWINDLE: Yes, ma'am. The  
2 capital funds most are MHA managed.

3 MS. BOYD: You said we're Edge --

4 MR. SWINDLE: Edgewood Management.

5 MS. PARTEE: Let me explain something  
6 to you, this was formerly a public housing

7 development. All the properties he named were  
8 public housing developments, or they are still  
9 public housing developments.

10           When we rebuild, we tear it down and  
11 rebuild it. We don't rebuild it with just public  
12 housing apartments. Some are tax credit  
13 apartments; that's how this property was built.  
14 Some people pay 30 percent, according to their  
15 income, and some people pay based on the market of  
16 this area.

17           So if you're paying 30 percent of your  
18 income, it means you're possibly in a public  
19 housing unit. If you lived here before and you  
20 returned, you should be in a public housing unit.

21           So some of the other properties we are  
22 naming, we have to go to all of them with this  
23 report, with these presentations, because they have  
24 public housing units on them, but they're managed

21

1 by private property management. Do you all  
2 understand? So there are public housing units  
3 here, but all of them aren't. So that's why we  
4 have to come and make this presentation.

5           MS. BOYD: What if we like being over  
6 here; like our neighbors; we're used to living in  
7 public housing , we have to get out of here and go  
8 into a --

9           MS. PARTEE: No, you're in a public

10 housing unit.

11 MS. PHILLIPS: The Housing  
12 Authority's role now, once the units are  
13 redeveloped, we provide subsidy to the private  
14 manager, but they handle the day-to-day management  
15 for the public housing tax credit and market rate  
16 unit.

17 I guess another reason, to add to what  
18 Ms. Partee was saying, that we come to each  
19 development and we're responsible and want to  
20 inform you. We never know what affects you, not  
21 just at this site, but what affects all of public  
22 housing and this is an information session that we  
23 bring this information to you. If you have  
24 questions about it, then this is the opportunity to

22

1 raise your questions and get them answered.

2 UNIDENTIFIED SPEAKER: So if we have  
3 a grievance, who do we file a grievance to?

4 MS. PHILLIPS: If you have a  
5 grievance, that's a property management issue and  
6 you take that to your property manager. There is  
7 an asset manager that works for the Housing  
8 Authority that's the next person in line that if  
9 you don't get your grievance resolved with your  
10 on-site manager, which is in this building, then  
11 you take it to the Housing Authority asset  
12 manager.

13 MS. STEWART: Is it my turn?  
14 MS. PHILLIPS: Yes, ma'am.  
15 MS. STEWART: I'm on Garden Row. I'm  
16 not in this building, so what you're saying when  
17 things are not going right -- in other words, I'm  
18 not to complain to public housing, but I'm to  
19 complain to the management -- go over that again.  
20 MS. PHILLIPS: With the manager  
21 that's in your building.  
22 MS. STEWART: Okay. So the manager  
23 in my area would be the manager, you know --  
24 MS. PHILLIPS: Your property manager,

23

1 the new manager.  
2 MS. STEWART: Okay.  
3 MS. PHILLIPS: I'll have to get the  
4 name for you. I'm sure you know who it is.  
5 MS. STEWART: The new one is  
6 Ms. Angela. I don't know her last name.  
7 MS. PHILLIPS: She's in a meeting.  
8 MS. STEWART: I met her, yes, ma'am.  
9 MS. PHILLIPS: As I mentioned, if  
10 your issue is not resolved, then you have an asset  
11 manager, or the Housing Authority has an asset  
12 manager who can --  
13 MR. MARTIN: Who is that?  
14 MS. PHILLIPS: The asset manager is  
15 William Webb, the director of asset management. He

16 has an asset manager under him who is assigned to  
17 this particular development.

18 MS. STEWART: So we can call him and  
19 talk to him and then we'll get to the bottom of  
20 things.

21 MS. PHILLIPS: Yes, ma'am. I'm  
22 sorry, I'm a little bit out of turn here.  
23 Ms. Partee is actually the next person on the  
24 agenda.

24

1 MS. STEWART: Will or Webb?

2 MS. PARTEE: Webb, W-E-B-B.

3 MS. BOYD: Why wasn't he with you all  
4 tonight because we have been really neglected.

5 MR. PERRY: Mr. Webb couldn't be here  
6 tonight?

7 MS. STEWART: He doesn't have an  
8 assistant?

9 MR. PERRY: Again, after we finish  
10 the meeting, I'm going to take all your complaints.

11 MS. PARTEE: Don't be discouraged.  
12 Mr. Perry is going to stay.

13 MR. PERRY: I'm going to stay and  
14 take all your complaints. I'm going to take them  
15 back to Mr. Webb, as well as the Housing Authority.  
16 What the Housing Authority does is we kind of  
17 oversee the management company. We try to make  
18 sure that they're doing the right thing.

19 MS. PARTEE: And you're not doing  
20 anything wrong by complaining. If you have a  
21 problem, you need to let somebody know.

22 MS. STEWART: The only reason we --  
23 I'm going to speak for myself, I have been her for  
24 over nine months and I've been begging and begging

25

1 for over nine months and I just did get something  
2 resolved, maybe a month ago.

3 MR. PERRY: Let me go back one more  
4 time, at the end of this Annual Plan, I'm going to  
5 deal with specific individuals and specific units  
6 and I'll take down your complaint, okay? And I'll  
7 take them back to the manager, as well as our asset  
8 manager who oversees the property management  
9 company. Ms. Partee?

10 MS. PARTEE: Thank you. My name is  
11 Jackie Partee and I think I know quite a few of you  
12 in here, but I'm going to be talking about  
13 community service and self-sufficiency.

14 The Memphis Housing Authority coordinates  
15 and promotes programs that enhance the economic and  
16 social self-sufficiency of all residents. Services  
17 and programs that operate in each of the Memphis  
18 Housing Authority for highrises, University Place,  
19 College Park, Magnolia Place and Latham Terrace.

20 The Metropolitan Inner-Faith Association,  
21 which is known as MIFA, they provide hot home

22 delivered meals to the frail elderly who meet the  
23 program guidelines and those meals are generally  
24 served five days a week. We estimate that about 30

26

1 hot meals are delivered every day.

2           The Aging Commission of the Mid-South  
3 continues its partnership with the Housing  
4 Authority by funding a Homemaker's Program. With  
5 the supported services for this program, the frail  
6 and elderly are able to remain in their homes  
7 longer.

8           The homemaker residents are able to work  
9 in the highrises where they live. They perform  
10 light housekeeping chores based on the resident's  
11 needs. The homemakers see up to 10 residents per  
12 week.

13           We also have the Family Home Health Agency  
14 that has a clinic in Borda Towers and Jefferson  
15 Square. I think they come here periodically and  
16 have health fairs and do exercise with you all.

17           UNIDENTIFIED SPEAKER: They don't do  
18 it anymore.

19           MS. PARTEE: We'll get hold of them.  
20 The clinics in those two buildings operate five  
21 days a week from nine to five. They conduct blood  
22 pressure checks, weight management, nutrition; they  
23 monitor medication and the clinics serve  
24 approximately 25 to 50 residents.

1           We also have the Rise Foundation, R-I-S-E.  
2 That stands for responsibility, initiative,  
3 solution and empowerment. In that program they  
4 have an area that's called Save-Up. And in the  
5 Save-Up program, it's called an individual  
6 development account.

7           If you work for every dollar you save,  
8 they will match it with two dollars, but you have  
9 to attend the classes where they provide credit  
10 counseling, home ownership counseling, so that you  
11 can purchase a house; buy a car or computer.

12           We also have with the Rise Foundation, and  
13 you all know about this program, it's called the  
14 Goal Card Program. Some of you all have  
15 volunteered for that program with Ms. Fredrika  
16 Jones over in the Renaissance Center.

17           That program was basically started out to  
18 serve you that weren't doing well at school and  
19 it's an attendance and achievement program and we  
20 have the program here and in Foote Homes. It's for  
21 school age children and they must present their  
22 report card every six weeks and if their grades  
23 have improved, they earn points. They can take  
24 those points and make purchases out of the store

1 that they have there.

2           We met with the children to find out what

3 was an incentive for them and they would tell us,  
4 books, pencils, games, hair barrettes, different  
5 things, so we put that number to each of those  
6 items, like it would take five points to get a book  
7 or ten points to get a DVD player.

8           So we had very good participation from our  
9 youth. Right now with the two programs we think we  
10 have approximately three hundred children that are  
11 participating in that program.

12           In one of our developments we have a Boy  
13 Scout program. That's at Montgomery Plaza. We  
14 have about 40 young men that participate in that  
15 program. They meet weekly on the Weekends.

16           We also have what's called the Executive  
17 Director Scholarship Program. That's for our  
18 public housing seniors who want to go on to a trade  
19 school or college or whatever it is. All they have  
20 to do is write us an essay and tell us why they  
21 need assistance to go to school.

22           The other thing is to get three people as  
23 references and to provide us with a letter from the  
24 school they're going to that say they've been

29

1 accepted. Right now I think we have two young  
2 ladies who have graduated from college. We have  
3 one who is getting ready to go on to graduate  
4 school.

5           We also have there at 700 Adams, you all

6 know how the economy is going; people are losing  
7 their jobs? Well, we have what's called a Resident  
8 Employment & Training Center. In that center we  
9 assist residents with writing resumes; going to  
10 back to school to get their high school diploma or  
11 GED; we help them with job listings; they can look  
12 up jobs and see if they qualify for those jobs. We  
13 do some hiring of our public housing residents.

14           We also have a program, I don't know if  
15 anybody in here would have to work, would have to  
16 participate in this program, but it's a program  
17 that HUD mandated. It's a law that if you live in  
18 public housing and you're not exempt, that means  
19 that you're not 62 or above or disabled, you must  
20 work or they call it performing volunteer hours.

21           You would have to perform those volunteer  
22 hours at least eight hours a month in order to stay  
23 in compliance with your lease. We provide a list  
24 of agencies where people can go and perform those

1 community service hours.

2           Yes, ma'am?

3           MS. BOYD: I'd to like know why is it  
4 that College Park Apartments don't have any of  
5 those programs that you named, any of them.

6           MS. PARTEE: Yes, you do. You have  
7 the Goal Card Program.

8           MS. BOYD: No, we don't; no, ma'am.

9 I've been here a whole year and I haven't --

10 MS. PARTEE: Who participates in the  
11 Goal Card program? See, there's some people here  
12 that participate and you have the Boys and Girls  
13 Club across the street.

14 MS. BOYD: In this building; I'm  
15 talking senior citizens.

16 MS. PARTEE: Let me tell you, we once  
17 had a service coordinator --

18 MS. BOYD: Once.

19 MS. PARTEE: Let me finish -- who  
20 came -- let me finish -- who came to this building  
21 and made an attempt to provide programs and no one  
22 participated. We also paid money out to an  
23 organization and they came in with music and games  
24 and no one participated.

31

1 We can start it up again and, if so, we're  
2 going to have to have participation.

3 MS. BODY: Please. I've been here a  
4 whole year and I've been beggin for --

5 MS. PARTEE: I will come over and  
6 meet with you all and find out what kind of  
7 programs you want and we will make every effort to  
8 make sure those -- we once had a walking club.

9 MS. BOYD: I want to ride a bicycle.  
10 I can't do that no more.

11 MS. PARTEE: But we have had programs

12 in this building but no one participated in them.

13 MS. BOYD: I probably wasn't here  
14 then. I've been here a whole year and we haven't  
15 had anything.

16 MS. PARTEE: Yes, sir.

17 UNIDENTIFIED SPEAKER: We have  
18 Creative Aging come in here.

19 MS. PARTEE: That's right.

20 UNIDENTIFIED SPEAKER: That's two to  
21 three times a year.

22 MS. BOYD: I've been looking for  
23 programs

24 MS. PARTEE: And they pay for that.

32

1 Yes, ma'am?

2 MS. STEWART: Let me tell you, now  
3 some of these programs you named, I've been here  
4 nine months. Now I'm going to give you an example  
5 and you will be able to follow me. Even tonight as  
6 what we're doing tonight --

7 MS. PARTEE: Would you all listen?

8 Let's be respectful, please.

9 MS. STEWART: What we are doing here  
10 tonight, we received our notice, I believe,  
11 yesterday. Now listen to this, we were led to  
12 believe that this was going to be held across the  
13 street.

14 MS. PARTEE: That was an error --

15 MS. STEWART: Listen at this. That  
16 MIFA programs, I can use that. I have been trying,  
17 and I've been here, like I said, for nine months  
18 and I have been trying to contact -- to come here  
19 to get -- for them to give me the input. Now I  
20 know I am legally blind. I do see shadows. I see  
21 the MIFA coming and delivering the hot meals.

22 Now I'm trying to understand. There is a  
23 breakdown in communicating here with us. These --  
24 some of these things, yes, these residents do know,

33

1 but I happen to be the one, I'm not quite the age  
2 to come in here now. I enjoy out there. I have  
3 been trained how to be self-sufficient, but I don't  
4 want to be neglected.

5 MS. PARTEE: I understand, and we're  
6 here to let you know what services are out there  
7 and I hear you loud and clear saying you want some  
8 of those services in this building, and I am what  
9 you call the Director of Human Services, which is  
10 social services, and I will make every effort,  
11 because we did in Creative Aging to start coming  
12 here; we also had Family Home Health coming here,  
13 but I will work on it.

14 I guarantee you I will work on getting  
15 some programs in this building, but you've got to  
16 participate. I mean, not one or two people. You  
17 have to have good participation, okay? But I will

18 come out one day and we will all meet and talk  
19 about what programs you would like in this  
20 building.

21 MS. STEWART: What about us that are  
22 not --

23 MS. PARTEE: You will get a notice  
24 when we're having a meeting, okay?

34

1 MS. STEWART: Yes, ma'am.

2 MS. BODY: She asked you a question  
3 how will we know --

4 MS. PARTEE: I'll send a notice, yes,  
5 ma'am.

6 MS. BOYD: Also, like Ms. Perry said,  
7 that she be trying to get things, I think we should  
8 have a meeting with our manager over here, all the  
9 residents come in here and discuss everything that  
10 she could be able to take care of, as well.

11 MS. PARTEE: Yes. Mr. Perry, are you  
12 writing this down?

13 MS. BOYD: The last request that we  
14 had is put us on that program to get all the free  
15 bread that Wonder gives away to all the other  
16 senior citizen buildings except this one. When I  
17 called they said I couldn't call because I was a  
18 resident; that the management have to call.

19 I told management and they said they would  
20 look into it, but they never did. There is no

21 reason for us not to get all of that free bread  
22 that they're putting in the ground except for  
23 management is not looking out for us.

24 MS. PERRY: The manager don't know.

35

1 MS. BOYD: We could use all that free  
2 bread.

3 MS. PARTEE: I'm sure you could. I  
4 will take it upon myself to follow through with  
5 your request. We also have -- all right, I want  
6 your attention. I listened to you.

7 MS. STEWART: Tell her to leave me  
8 alone.

9 MS. PARTEE: Leave her alone. Yes,  
10 ma'am?

11 MS. DUPREE: I have been over here  
12 eight years and I have went to all the meetings and  
13 stuff, but didn't never get my -- I called down to  
14 the office where you said, whatever her name is,  
15 Marika, and I didn't never get my -- she said  
16 Ms. Dupree, I don't see your name. I said, well,  
17 every time I come up here I sign my name and I  
18 said, I never did get my pump.

19 MS. PARTEE: You know, ordinarily  
20 Ms. Jones comes to our meetings when we meet in  
21 here, but she comes over here. She's had  
22 gatherings here for Thanksgiving and Christmas.

23 MS. BOYD: We didn't have no

24 Christmas.

36

1                   MS. PARTEE: But you all must  
2 participate. You hear me? We have a Mother's Day  
3 luncheon; a Father's Day luncheon every year,  
4 okay? Listen, let me finish my presentation.  
5 Don't leave. She's leaving. Okay.

6                   We also have a program that's funded  
7 through HUD that's called the Family  
8 Self-Sufficiency Program. That's another program  
9 where you have to have earned income. But let me  
10 tell you how the program operates.

11                   If you work and your income goes up, like  
12 you get a raise on your job and you're a member of  
13 the Family Self-Sufficiency Program, the difference  
14 that you're paying because your rent went up, goes  
15 into an interest bearing escrow account.

16                   It's a five-year program, but you can  
17 finish it in three years and get all of your money  
18 back, but you have to be off of government  
19 assistance a year to get your money back, and we've  
20 given away from 100 dollars the 5,000 dollars, and  
21 you can take that money and do whatever you want to  
22 do with it. You can give it away; burn it up, and  
23 we found that some of our residents do that because  
24 they don't have any money the next month.

37

1 MS. WITSON: I have a question.

2 MS. PARTEE: Yes, ma'am.

3 MS. WITSON: When you say government  
4 assistance, that's not including social security.

5 MS. PARTEE: Yes, ma'am.

6 MS. WITSON: That's your money. I  
7 work for that money. They ain't givin' me nothin'

8 MS. PARTEE: I've been trying to join  
9 a program but they won't let me join it either. We  
10 also have Case Management. Some of you all may  
11 remember that. So the Y.W.C.A. provides Case  
12 Management on the development. They basically were  
13 providing it to the residents who needed assistance  
14 in keeping their employment and maintaining their  
15 unit.

16 And what we have now is an agency called  
17 Memphis Hope out of St. Louis. They were called  
18 Urban Strategies but they developed a non-profit  
19 and they call it Memphis Hope. They provide case  
20 management services to residents who have relocated  
21 from properties that we have demolished.

22 They work with those residents in order to  
23 make sure that they're ready to move back into a  
24 property when it's rebuilt. When we rebuild our

38

1 properties now, there are certain criteria you have  
2 to meet. If you're not elderly or disabled, you  
3 must work. Is that a good idea?

4           And we have what's called Tenant-Wise  
5 Training and Orientation so that when residents  
6 before they move into housing, we provide them  
7 training. We found that if you haven't ever cooked  
8 on an electric stove, somebody needs to help you;  
9 if you've never had central air and heat to operate  
10 a thermostat, you need someone to help you learn  
11 how to operate that.

12           So in our Tenants-Wise Training, we go  
13 over those kinds of things with you. We talk about  
14 how to keep your floor clean; how to wash the  
15 walls; what kind of detergent to us; we talk about  
16 safety; we talk about being a good neighbor,  
17 minding your own business.

18           We do talk about safety and we are going  
19 to talk to management about you all having fire --  
20 you all are really a lively bunch.

21           MS. PHILLIPS: I'm going to be really  
22 brief.

23           MS. PARTEE: Stop fussin' so much.  
24 We're going to take care of you.

39

1           MS. PHILLIPS: I'm Luretha Phillips  
2 and I work in the Hope VI area. Again, I work with  
3 the redevelopment team that helps to rebuild public  
4 housing, tearing the old stuff down and bring --  
5 the first site that I worked with was College Park  
6 and it's still kind of special to me.

7           Our primary goals that we will continue to  
8 address in 2009-2010, are to improve living  
9 conditions of public housing families and we do  
10 that through the construction of more decent, safe  
11 and sanitary public housing mixed with tax credits  
12 and mixed with -- well, tax credit on affordable  
13 housing and market rate housing.

14           We try to enhance the quality of live for  
15 our seniors. That's through the development of  
16 senior only facilities. Like this one, you're in a  
17 senior facility for 62 and above. We have four of  
18 those now that the Housing Authority helped develop  
19 and they're privately managed. Those are Latham  
20 Terrace, of course College Park, Magnolia Terrace  
21 and university Place.

22           We're researching the feasibility of doing  
23 a fifth senior only facility at Legends Park.  
24 That's the old Dixie Homes. We're studying the

40

1 financial feasibility of doing that, and if it is  
2 feasible and we have the money to do it, that's one  
3 of the activities that we're going to consider in  
4 the 2009 year.

5           Increased job opportunities for working  
6 families at our Hope VI sites, as Ms. Partee  
7 mentioned one of the requirements at a Hope VI site  
8 if you're not exempt is that you are required to  
9 work. That's for our families and helping

10 work-bound families with their self-sufficiency  
11 goals. That's another area.

12 MS. BOYD: Okay, one more question  
13 and then I won't bother you no more. Why is it  
14 that we can't have a security guard?

15 MS. PHILLIPS: We want to address  
16 that, but we'll address those security concerns at  
17 the end of the presentation. Would that work?

18 MS. BOYD: Okay.

19 MS. PHILLIPS: And to increase home  
20 ownership opportunity that, again, families who's  
21 goal it is to purchase a home, then we try to work  
22 with those families to fit them into the home  
23 ownership program.

24 We also intend to make application this

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1 year, if HUD submits or makes available, additional  
2 funds to redevelop public housing. That is one of  
3 the goals that we plan to submit an application to  
4 the site that has yet to be identified.

5 Prepare disposition applications, in time  
6 we want to sell, transfer or dispose of public  
7 housing property and we must go through the  
8 application process with HUD.

9 One of the planned applications for this  
10 year is the Uptown commercial center, Uptown, the  
11 old Hurt Village. We're looking at developing a  
12 pharmacy, a Walgreens, in that area, as well as

13 some additional housing in that area.

14           Legends Park, again, we mentioned a senior  
15 owned facility possibly. It's on the old Legends  
16 Park site. The FedEx House, many of you are  
17 familiar with the Ronald McDonald House or the  
18 (inaudible) House, this is the FedEx House named  
19 for the Smith family and the Graph family who will  
20 sponsor the development of a 24-suite hotel that  
21 will be located across from LeBonheur, across from  
22 the V.A. Hospital where Dixie Homes was and that  
23 will serve families of patients of LeBonheur.

24           Increase home ownership opportunities, I

42

1 want to mention that again. One of those home  
2 ownership programs that we're going to start this  
3 quarter by March 31 is the development of the first  
4 four model homes at McKinley Park.

5           You're familiar with Askew Place and the  
6 old Cleaborn Home site, there's some vacant land  
7 where we're going to start building 30 homes.  
8 We're going to start with the first four and see  
9 how that goes. If they sell, they will start  
10 building some additional homes.

11           We're going to complete the construction  
12 of the third phase of family rental at University  
13 Place. You know we have a senior facility and we  
14 have two phases for families to live at University  
15 Place. We just completed in December phase two of

16 the family rental at University Place.

17           We're going to develop an application for  
18 the HUD approval or review and approval, for a  
19 lease/purchase program. That's for families that  
20 may not be quite ready for home ownership, but  
21 considering home ownership; want to buy a home and  
22 they start out leasing a home.

23           The Acquisition and Public Housing  
24 Conversion Plan, we have 10 homes at Uptown that

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1 have not sold and our development plans provide for  
2 those homes to convert to public housing, if they  
3 have not sold within a reasonable period of time.

4           And that period of time has expired, so  
5 we're going to look at converting those 10 homes  
6 that have not sold to public housing units. And  
7 they were developed as "for sale homes."

8           I think that pretty much captures  
9 everything that may affect you and the primary  
10 activities the Housing Authority will be involved  
11 in in the 2009-2010 plan year and if you have any  
12 questions -- ma'am, I know you do have a question  
13 about security and Mr. Perry will be here to  
14 address those questions. I'll turn it back over to  
15 Mr. Perry.

16           MR. PERRY: Overall public housing at  
17 our highrises we do provide security the first  
18 seven days of the month. We can't afford security

19 24 hours every day in the month, but the first  
20 seven days in the month as to the highrises that we  
21 have and we have four highrises, those four we have  
22 security the first seven days a month.

23 I will make a notes of your comment about  
24 security. I think you want security here at this

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1 highrise and we don't have it, so I'll make a note  
2 that you want security at this highrise. What it  
3 depends on is whether your budget at this  
4 particular highrise will allow them to hire a  
5 security person here and that's one of the things  
6 they have to consider.

7 We will note that in your comments you  
8 would like to have a security person here at this  
9 particular highrise. We can't afford it every day,  
10 but for the first seven days out of the month, the  
11 first week, we do have security at the highrises.

12 MS. BOYD: They broke in my Cadillac,  
13 it was sittin' right there, and I hadn't been here  
14 30 days, in the daytime right there.

15 MR. PERRY: I think you have a police  
16 precinct right across the street, but security  
17 would probably help you.

18 MS. BOYD: That glass door, if we're  
19 sitting in front of that door where we can't answer  
20 the door, that's a kind of dangerous policy because  
21 the people might be looking in and they don't know

22 that we're not allowed to answer the door. They  
23 think we're just ignoring them.

24 MR. PERRY: We'll ask management

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1 about that.

2 MS. BOYD: Or put some heavy drapes  
3 up there so they can't look right at us sitting  
4 there.

5 MR. PERRY: We have that comment,  
6 too.

7 UNIDENTIFIED SPEAKER: There's a note  
8 out there directing the person how to --

9 MS. BOYD: Criminals don't read  
10 notes.

11 MR. PERRY: We'll talk to management.

12 UNIDENTIFIED SPEAKER: What the  
13 police gonna do? They ain't done nothin yet. What  
14 they gonna do?

15 MS. BOYD: I asked them and they said  
16 they're going to school. They're not -- they're in  
17 school.

18 MR. PERRY: I'll talk to the police.

19 UNIDENTIFIED SPEAKER: They're not  
20 even on duty over there.

21 MR. PERRY: All right, anything else  
22 about security? Anymore comments? Back in the  
23 back. Give me your name.

24 MR. LEE: Joe Lee, but it's not

1 security. I was asking about the receipt and i  
2 thought the tenants should get -- when they get  
3 ready to make a maintenance request --

4 MR. PERRY: All right, you want --  
5 when maintenance comes out, you would like to get a  
6 copy or receipt of the request when they come out?

7 MR. LEE: You know, how long it took,  
8 you know, for them to come out; how long it took  
9 for them to do it.

10 MR. PERRY: We will check on that.  
11 This is what we said about a private management  
12 company, we have to really check this. The ones  
13 that we run, our developments, you do, in fact, get  
14 a receipt that shows what was done; you sign off on  
15 it and that the work was done satisfactorily and we  
16 do that because the maintenance has to be turned  
17 around in a certain time frame. So we track it by  
18 computers.

19 I will check here because it should be  
20 very similar, but I will check here for you, check  
21 on receipt on a maintenance ticket for approval for  
22 it. We'll Check on that.

23 MR. LEE: I mean, not for approval.  
24 I'm saying when we make the request, we get one the

1 same time. She puts the same date on it. So if it  
2 takes six months, we have it on the paper.

3                   MR. PERRY: You may not be able to  
4 get that. However, we may have the records on how  
5 long it took. We probably have that record. I do  
6 believe we have that record. I'll check on that  
7 for you. Anything else? Name please.

8                   MS. CAMPBELL: My name is Bertha  
9 Campbell. They put pellets in his car and he had  
10 to pay 300 dollars to get it fixed.

11                  MR. PERRY: Yes, ma'am.

12                  MS. CAMPBELL: Then they broke out a  
13 window and they ain't come and fixed it, but then,  
14 you know, he got a tire on the back of his car and  
15 he got a Club on his tire and I guess cause they  
16 couldn't get in the Club, I guess they think:  
17 Well, I'll just cut the tire. So somebody doing  
18 somethin' here and they know it, but they ain't  
19 gonna say nothin' about it. I don't bother  
20 nobody.

21                  MR. PERRY: I understand your  
22 frustration, but let me say this right here, I  
23 don't live at College Park. I live in midtown and  
24 my van windows have been knocked out; my van has

1 been broken into time and time again,  
2 unfortunately. So it's not that the crime is just  
3 here at College Park, it's all over the city.

4                  We'll try to do something about that. Let  
5 me say this, I love my police department, but they

6 have priorities, too. When they came over when I  
7 called about my car, they say call them on the  
8 telephone and tell us about it. That's how they  
9 look at it.

10           They have priorities. I mean, they have  
11 murders to deal with and crime, stuff like that.  
12 But what we will do, we will talk to the management  
13 company and see what they can do if they can give  
14 you anymore assistance, and also talk to the police  
15 precinct for this apartment here, all right? I  
16 will talk to them about security. We will note  
17 your comments on security.

18           UNIDENTIFIED SPEAKER: I wanna know  
19 why we don't get a receipt for our rent.

20           MR. PERRY: You want a receipt when  
21 you pay your rent.

22           MS. WITSON: we had a meeting on that  
23 and they told us that due to the economy now unless  
24 you request it, they'll give it to you. That's

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1 what they told us at this building here. If you  
2 don't really need a receipt, they're trying to cut  
3 down on paper. That's what they told us here.

4           MR. PERRY: I will check on the  
5 receipts for you. I think what Ms. Partee said,  
6 when you have a meeting with management, we'll  
7 recommend that. You all can bring these problems  
8 to the management again.

9                   Anything else on the Annual Plan overall?

10                   UNIDENTIFIED SPEAKER: Security on

11 that --

12                   MR. PERRY: Security, I've got that.

13                   UNIDENTIFIED SPEAKER: Have you

14 got -- they've got the lights hooked up out there,

15 but they don't turn them on.

16                   MR. PERRY: What lights are you

17 referring to?

18                   UNIDENTIFIED SPEAKER: The lights

19 that's on the complex, not the city lights, but

20 there's two rows that run all the way down the

21 street I stay on and I've complained about them. I

22 got 'em broke down. There's 35 of them now.

23                   MR. PERRY: Just stay afterwards.

24 Anyone else on the Annual Plan?

50

1                   (No response from residents.)

2                   MR. PERRY: If that's it on the

3 Annual Plan. We thank you for coming out and I'm

4 going to stay and take your complaints about your

5 specific apartments, okay. Our Annual Plan session

6 is over with now. Thank you for coming out and

7 we'll see you next year.

8                   (The meeting was concluded at

9 approximately 5:45 p.m.)

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1 C-E-R-T-I-F-I-C-A-T-E

2 STATE OF TENNESSEE:  
3

4 COUNTY OF SHELBY:

5 I, CATHY A. HASTINGS-NICKELSON, Certified  
6 Court Reporter and Notary Public, Shelby County,  
7 Tennessee, CERTIFY:

8 1. The foregoing proceedings were taken  
9 before me at the time and place stated in the  
10 foregoing styled cause with the appearances as  
11 noted;

12 2. Being a Court Reporter, I then  
13 reported the proceedings in Stenotype to the best  
14 of my skill and ability, and the foregoing pages  
15 contain a full, true and correct transcript of my  
16 said Stenotype notes then and there taken;

17 3. I am not in the employ of and am not  
18 related to any of the parties or their counsel, and  
19 I have no interest in the matter involved;

20 4. I FURTHER CERTIFY that this transcript  
21 is the work product of thie Court Reporting Agency

15 and any unauthorized reproduction and/or transfer  
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17 WITNESS MY SIGNATURE, this, the \_\_\_\_\_

18 day of \_\_\_\_\_, 2009.

19

20

21 \_\_\_\_\_  
Cathy A. Hastings-Nickelson  
CCR, RPR, Court Reporter and  
Notary Public\*\*\*\*\*

22

My Commission Expires:

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July 27, 2011

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MEMPHIS HOUSING AUTHORITY  
FY2005-2009 PHA PLAN  
&  
ANNUAL PLAN FOR FY2009  
DEVELOPMENT HEARING  
  
HAROLD FORD VILLAS  
  
Monday, February 9, 2009

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H & N COURT REPORTING

P.O. Box 41971  
Memphis, Tennessee 38174

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APPEARANCES

3

4

MHA LEGAL COUNSEL:

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MR. GREGROY PERRY

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CAPITAL IMPORVEMENT NEEDS:

8

MR. MICHAEL SWINDLE

9

10

PHA COMMUNITY SERVICE  
and SELF-SUFFICIENCY  
PROGRAMS:

11

12

MS. JACQUELINE PARTEE

13

14

HOPE VI GRANTS  
DISPOSITION:

15

MS. LURETHA PHILLIPS

16

17

RESIDENT MANAGER:

18

MS. DENISE RAGLON

19

20

21

22 REPORTED BY:

23 MS. CATHY A. HASTINGS-NICKELSON  
24 Court Reporter, CCR, RPR

3

1 MEETING COMMENCED AT APPROXIMATELY 4:16 P.M.

2 MR. PERRY: Good afternoon. We're  
3 here now to open up the hearing for Harold Ford  
4 Villas and since there are no residents in  
5 attendance at this time, the time is now 4:15 we  
6 will close the meeting. Thank you for all the  
7 staff coming out and we appreciate your  
8 attendance. Thank you

9 MS. PARTEE: You've welcome.  
10

11 (One resident appears at  
12 approximately 4:21 p.m.)

13 MR. PERRY: Welcome on behalf of our  
14 Executive Director, Robert Lipscomb. We welcome  
15 you, each of you, to our annual five-year planning  
16 session and want to thank all the residents, or the  
17 resident, from Harold Ford Villas for coming out to  
18 this annual plan.

19 The mission of the Memphis Housing  
20 Authority has been become a community  
21 revitalization. Our Mission Statement is to  
22 provide the community with revitalization plus  
23 senior assistance and affordable services,  
24 affordable housing and new business development.

The goals of the Housing Authority is to

4

1 increase the availability of decent, safe and  
2 affordable housing; improve the quality of life in  
3 the community; also promote self-sufficiency and  
4 ensure equal opportunity for all housing.

5           Throughout the plan, a summary of the plan  
6 that we have for this year, we're looking to  
7 replace obsolete public housing stock; guarantee  
8 housing for our current residents; providing,  
9 hopefully, a senior disabled development; reducing  
10 the vacancy rate and doing a coordinated case  
11 management throughout public housing and, again,  
12 promote self-sufficiency. Those are some of our  
13 goals.

14           I'm going to discuss some of the changes  
15 in our annual plan for this year. For our public  
16 housing residents, each year you've probably signed  
17 a lease agreement when you come in and this year  
18 there is proposed changes to that lease agreement.

19           The proposed change in that lease  
20 agreement is we're going to ask you all to read in  
21 your lease which talks about individuals who abuse  
22 alcohol, that would be grounds for termination.  
23 That's going to be the major change in the lease.  
24 So there will be a clause in the lease that you can

5

1 be terminated if you abuse alcohol. That's the

2 major change.

3           In ACCOP, which is the agreement we have  
4 with the Housing Authority which governs our  
5 policies, rules and regulations, we're going to  
6 make a change in ACCOP regarding criminal  
7 background checks. So we're going to do a criminal  
8 background check at the time of each annual  
9 recertification. If you're a public housing  
10 resident and you are recertified, then we're going  
11 to run a criminal background check on you.

12           Also, we have a system worked out with the  
13 Memphis Police Department that give us a daily  
14 check on any public housing individuals that have  
15 been arrested. So that's a constant thing. That's  
16 every day that the Housing Authority will receive  
17 that.

18           The other change is that the public  
19 housing residents, you can have pets.

20           MS. PORTEFIELD: You can have pets?

21           MR. PERRY: You can have pets.

22 There's a pet policy, though.

23           MS. PORTEFIELD: I can have a dog?

24           MS. PARTEE: Not a Doberman Pincher.

6

1           MS. PORTEFIELD: I've been asking  
2 about a dog.

3           MS. RAGLON: She had one and she had  
4 to get rid of it.

5 MR. PERRY: Public housing residents  
6 can have a dog. There's a 300 dollar pet deposit.  
7 You should have gotten a pet policy.

8 MS. RAGLON: I do.

9 MR. PERRY: There's a 300 dollar  
10 deposit; you have to make sure your dog doesn't  
11 tear up anything; you get the dog licensed, all of  
12 its shots. If you do all those things, you can  
13 have a pet, okay? That's the pet policy. Again,  
14 there's a 300 dollar deposit.

15 MS. PORTEFIELD: I don't care.

16 MR. PERRY: Now you have to make sure  
17 that it has all its shots, the paperwork involved;  
18 go behind the dog and scoop up all those things  
19 your dog will do, and you can have a dog.

20 Now the other change in the pet policy  
21 that is a change that if you have a disability and  
22 because of this disability you need an assisted  
23 animal or pet, there is no deposit, but you have to  
24 be disabled. If you need an animal to assist you

7

1 in your disability, you can have that, there is no  
2 deposit.

3 Now I think those are the basic changes.  
4 No change in the grievance procedure. There's no  
5 change in that. That's it. That's all I have for  
6 major changes.

7 Will you give us your name?

8 MS. PORTEFIELD: Valerie Portefield.

9 MR. PERRY: And there is another  
10 resident that's come in. What's your name?

11 MS. PINKINS: Diana Pinkins.

12 MR. PERRY: Okay, Ms. Partee,  
13 community services.

14 MS. PARTEE: I'm here to talk about  
15 community services and self-sufficiency. We have  
16 these programs which basically are programs that  
17 operate off our public housing development and not  
18 necessarily our mixed finance developments because  
19 you all are considered self-sufficient already, but  
20 as a part of the self-sufficiency, we use MIFA for  
21 home delivery meals. They may come down here if  
22 there is an elderly person who needs meals.

23 We have a program that is a homemaker's  
24 program that we work with the Area Commission on

8

1 Aging. We also work with the Family Home Health  
2 Agency that has clinics in two of our highrises.  
3 They're open five days a week and they provide  
4 medical services where they do blood pressure  
5 checks, weight management, so on.

6 We also have a program with the RISE  
7 Foundation, R-I-S-E. Now you can become a member  
8 of the RISE Foundation and RISE stands for  
9 responsibility, initiative, solutions and  
10 empowerment. And they have Save-Up program for

11 individual development account program. You can  
12 join that program and for every dollar you save,  
13 they match it with two dollars. So you all are  
14 eligible to participate in that program.

15           We also have, through the RISE  
16 Foundation on two of our developments, a program  
17 called the Goal Card Program. That program was  
18 established for children who had poor attendance  
19 and because of that poor attendance, they had poor  
20 grades. So we developed a program where they earn  
21 incentives where their grades increase and we have  
22 a store that the youth can purchase items from  
23 using their incentive.

24           Boy Scouts, we have a Boy Scout troop at

9

1 Montgomery Plaza at Foote and Cleaborn Homes. We  
2 also have an Executive Director's Scholarship  
3 Program and those public housing youth that live on  
4 this development are eligible to sign up for the  
5 scholarship program if they're in the 12th grade  
6 and they have been successfully admitted into a  
7 school, a trade school, junior college, whatever.

8           At 700 Adams we have what's called a  
9 Resident Employment Training Center and it's opened  
10 five days a week and if someone is looking to gain  
11 better employment and training, who needs to obtain  
12 a GED, they can come there and do a job search and  
13 take the basic education test.

14           Our Case Management that Mr. Perry was  
15 talking about is facilitated through a program that  
16 was developed about two or three years ago through  
17 an organization called Urban Strategies out of  
18 St. Louis. That program now is called Urban  
19 Strategies Memphis Hope and they provide Case  
20 Management for our residents that are on our Hope  
21 VI sites.

22           Prior to a resident being admitted into  
23 public housing, they should go through what we call  
24 tenant-wise training. And in this training we talk

10

1 to them about how to use a thermostat; how to clean  
2 the stove; how to clean the refrigerator; what  
3 being a good neighbor is.

4           This doesn't apply to this site and it's  
5 called community services, but if you don't work  
6 and if you're not disabled, you must perform  
7 community service hours. Our elderly and disabled  
8 are exempt, but all others would have to perform at  
9 least eight hours of community service a month.

10           We have a Family Self-Sufficiency Program.  
11 In the Family Self-Sufficiency Program if you work  
12 and your income increases, you can receive what's  
13 called escrow. That means the difference in your  
14 rent will go into the escrow account.

15           You have five years to be in the program.  
16 You can graduate sooner than that, but if you're on

17 government assistance for a year, you then qualify  
18 to withdraw the dollars you have received in your  
19 escrow account. We have a lady who just received  
20 8,000 dollars. She can do whatever she wants to  
21 with it. She can buy a house; she can buy a car;  
22 go to school and in the RISE program it's the same  
23 thing, you can use it however you want to. Thank  
24 you.

11

1 Any questions?

2 MS. RAGLON: I have a question with  
3 the RISE Foundation, what does RISE stand for  
4 again? Responsibility, initiative and --

5 MS. PARTEE: I have to look. It's  
6 responsibility, initiative, solutions and  
7 empowerment. I'm going to get some information out  
8 here, some brochures about the program, so you can  
9 have them in the office.

10 MS. PORTEFIELD: Excuse me, what did  
11 you say about the program where children go to  
12 trade school?

13 MR. PARTEE: That's the Executive  
14 Director Scholarship Program. If they're in the  
15 12th grade and they're going to graduate, they need  
16 to bring an acceptance letter and have to do an  
17 essay as to why they need the money and we ask for  
18 three references.

19 MS. PORTEFIELD. Okay.

20 MS. PARTEE: So we'll bring some  
21 brochures over and leave that information in the  
22 office.

23 (Two more residents arrive.)

24 MR. SWINDLE: Good evening, my name

12

1 is Mike Swindle. I'm in the capital improvement  
2 department. What we do in capital improvement is  
3 construction activity. It's a step above the  
4 routine maintenance. In this particular  
5 development we did the demolition of the old stuff  
6 and rebuilt that and also we built the projects  
7 construction for the site, okay?

8 So that's kind of what we do. Going  
9 forward looking to this year's, coming year, we  
10 don't have anything planned for this development.  
11 Since it's new, we don't need a capital plan. Plus  
12 I think it's safe to say that all -- any  
13 maintenance will be going through the management  
14 firm that is operating the site.

15 So I'm going to move on and talk about  
16 some of the other sites that we do have stuff  
17 planned for. So I'm going to say the four  
18 highrises we have and three lowrises, the four  
19 highrises we're talking about are Venson,  
20 Jefferson, Barry and Borda and the two lowrises  
21 that we have that we're looking at now as far as  
22 one revitalization plan, those two lowrises are

23 Foote and Cleaborn.

24           And we have a project called Triangle Noir

13

1 and that includes right now, that may change over  
2 time, but we're looking at the demolition of  
3 Cleaborn and Foote and some more modernized  
4 housing, okay?

5           And there's the possible sale of the four  
6 highrises, okay? And that depends on if we get any  
7 Federal funds with this economic stimulus. That  
8 may change. It might be over the long-term,  
9 depends on what happens. That's what we're  
10 considering right now.

11           Now for Montgomery we just finished some  
12 improvements with that site, site improvements. We  
13 replaced some doors, okay? Now Cleaborn in the  
14 short term we're looking at, also, some site  
15 improvements and some unit improvement and that's  
16 going to also depend on where we go with this  
17 stimulus package. If it comes right away, we may  
18 forego repairs, but that's for particular units,  
19 okay?

20           In the short term for Foote we're looking  
21 at probably replacing the roofs, or part of the  
22 roof. We have some leaks in certain areas, same  
23 thing with Borda; same thing with Venson. Also at  
24 Venson we have a minor issue with the plumbing on

14

1 the lower floors. We have at times in the past  
2 stoppage going back up to the lower units.

3           As far as the newer developments, Askew  
4 Place, Uptown, G.E. Patterson, Harold Ford, we put  
5 new security doors just recently in Uptown homes  
6 and we're looking at doing the same for G.E.  
7 Patterson and also for Askew Place. Also for Askew  
8 Place we have a plan this year to put in an  
9 irrigation system.

10           College Park we're looking at the  
11 community building. That particular building is  
12 needing some painting and interior painting. And  
13 that's all I have. Any questions?

14           (No response from residents.)

15           MR. SWINDLE: Thank you.

16           MS. PHILLIPS: Good afternoon. I'm  
17 Luretha Phillips. I'm with the Memphis Housing  
18 Authority, Hope VI program and I'm going to give  
19 you a brief overview of the activities that we have  
20 planned under the Hope VI Program.

21           Going back, the primary goals of the  
22 program and the Housing Authority's goals is to  
23 improve the living conditions of public housing  
24 families, enhance the quality of life for our

15

1 seniors at the senior housing developments;  
2 increase job opportunities for working families at  
3 our Hope VI sites and to help workbound families

4 coordinate through Ms. Partee, coordinate  
5 self-sufficiency -- help work with families on  
6 their self-sufficiency goals and to increase home  
7 ownership opportunity. That's for families that  
8 have home ownership as one of their primary goals.

9           The activities that we're going to  
10 concentrate on, as Mr. Swindle mentioned, that  
11 we're going to apply to HUD for additional funds  
12 either for Hope VI or the stimulus packet to  
13 redevelop other public housing. We're going to  
14 submit disposition applications for those sites.  
15 We've already submitted and have approved  
16 disposition plans, but we're going to amend those  
17 plans so we can move forward to additional  
18 activities at those particular sites.

19           One in particular is Legends Park, the old  
20 Dixie Homes. We're going to, with a development  
21 partner, Methodist Hospital and LeBonheur, we're  
22 going to build what they call FedEx Family House.  
23 It's a hotel style facility for families of  
24 patients being treated at LeBonheur.

16

1           Uptown commercial, we're going to dispose  
2 of approximately three and a quarter acres there.  
3 That particular area will be for -- we're in  
4 negotiations with a local drug store; we're going  
5 to build some additional homes and restaurant,  
6 also, through our development partner.

7           We're in negotiations with a fast-food  
8 restaurant to bring those services and programs to  
9 the Uptown area. This is in the little commercial  
10 strip that's at the corner of Danny Thomas and  
11 Auction.

12           We are also going to develop a  
13 lease/purchase program, the Housing Authority, for  
14 those families that have home ownership as their  
15 goal and they might not be ready for home ownership  
16 yet. We're going to develop a lease/purchase  
17 program so that they can work towards home  
18 ownership.

19           We have 110 homes that we built in  
20 Uptown. Ten of those homes have not been sold, so  
21 we're looking at converting those homes to public  
22 housing units and also looking at developing an  
23 acquisition and housing conversion plan.

24           So that's to convert those houses to

17

1 public housing units and, also, as far as the  
2 lease/purchase program for those families that are  
3 ready -- not quite ready for home ownership, but  
4 are considering that. Those applications have yet  
5 to be developed and before we can actually  
6 implement those programs, we have to be HUD  
7 approved to do so.

8           Mr. Swindle also mentioned the improvement  
9 for other public housing or conventional public

10 housing sites, and, again, we work closely with the  
11 development or redevelopment of the Hope VI sites  
12 which are Uptown, College Park, which, of course,  
13 is complete; Legends Park and University Place.

14           We have three home ownership programs, one  
15 that we will start in this quarter by the end of  
16 March. That is the development of Kennet Park and  
17 Kennet Park is going to be located across the  
18 street from Askew Place, those of you who are  
19 familiar with Askew Place.

20           And former public housing land that was  
21 formerly part of Cleaborn Homes, we're going to  
22 build 30 houses there and we're going to start with  
23 four models this spring and hopefully -- they won't  
24 be built by the end of March, but they will be

18

1 starting on those.

2           Five of those homes will be targeted for  
3 sale to former Dixie Home residents and the other  
4 25 for those that qualify and those that are from  
5 the general population. The former public housing  
6 resident or current housing residents who are  
7 interested in home ownership can purchase one of  
8 those homes.

9           The home ownership guidelines for the  
10 families that qualify for downpayment assistance,  
11 the Housing Authority and City of Memphis have  
12 downpayment assistance up to 10,000 dollars from

13 housing and community development and there are  
14 also additional funds to help the family with the  
15 cost of a home.

16           The minimum one -- one of the other  
17 requirements is a minimum of one percent cash  
18 contribution from the home buyer savings. As  
19 Ms. Partee mentioned, RISE is one of the disabled  
20 programs. You can be a participant in RISE to be a  
21 part of family self-sufficiency and, also, your  
22 downpayment can be achieved through your own  
23 savings.

24           Completion of qualified home ownership

19

1 training program and acceptable employment and  
2 credit history based on the first mortgage lenders  
3 are a requirement.

4           We also have the Shape Program guidelines  
5 for home ownership, you can convert your -- for  
6 those that have a voucher, the current vouchers,  
7 they can convert the rental assistance voucher to a  
8 mortgage assistance voucher. The adult head of  
9 household or the spouse must be continuously  
10 employed for one year and the employment  
11 requirement is waived for disabled families.

12           The household income, at least for the  
13 Shape Program, must be 14,100 and the income for  
14 disabled families must be 10,500 and you must  
15 complete a Section 8 -- excuse me, a qualified home

16 ownership counseling program.

17           Those are the basic activities and  
18 programs that we have planned in this year starting  
19 July 1 through June 30th of 2002. I would be glad  
20 to address any questions you may have about those  
21 programs.

22           MS. JACKSON: How do you know you  
23 qualify for a house? I mean, do you have to be --  
24 y'all handle it like --

20

1           MS. PHILLIPS: We have --

2           MS. JACKSON: You can't find no one  
3 bedroom house no way.

4           MS. PHILLIPS: They are a minimum of  
5 three bedroom, they're three and four, but the  
6 family must be working and there are some basic  
7 requirements, unless you're a Section 8  
8 participant. You can't be a disabled person if  
9 you're a Section 8 participant. That Section 8  
10 voucher is going to pay for your mortgage.

11           But the family must be working and  
12 actually when they apply for the loan, then they  
13 have to meet the credit requirements that the bank  
14 requires and then we provide the assistance in  
15 terms of downpayment to help the assisted family  
16 with affording a home.

17           Then basically the homes are -- the  
18 development costs like 150,000 to 180,000, but

19 they're be whittled down to the point that they  
20 will sell for 85 to about 125 for a family buying a  
21 home.

22 MS. PARTEE: Do you have a voucher, a  
23 Section 8 voucher?

24 MS. PHILLIPS: Well, you have to --

21

1 they could easily tell you -- I mean, they haven't  
2 started building the homes yet, but when they get  
3 back and reestablish who they're working with, an  
4 organization called The Works, and they are  
5 employed by our developer who is building up the  
6 homes and they will go through the qualification  
7 process with the family application process. We  
8 know almost immediately if you qualify.

9 MS. ALLEN: I have a question, but I  
10 don't know whether it concerns this, but for  
11 instance, we have to go down there every year and  
12 review our voucher. Is there any way that someone  
13 can come out to your home and do it?

14 MS. PARTEE: Didn't we do that for  
15 you?

16 MS. ALLEN: I still had go down  
17 there. They didn't give me the paperwork. I still  
18 had to go down there.

19 MS. PARTEE: I'll take care of you.  
20 You do not have to go down there.

21 MS. PHILLIPS: So Section 8 will do

22 that as well.

23 MS. PARTEE: They will come directly  
24 to a disabled home. I'll take care of it.

22

1 MS. ALLEN: Thank God for that. I  
2 was sick.

3 MS. PARTEE: I'll do that.

4 MS. PHILLIPS: Are there anymore  
5 questions?

6 (No response from residents.)

7 MR. PERRY: If no one has anymore  
8 questions or anymore comments, we'll now close the  
9 meeting. Thank each of you for coming out.

10 (The meeting was concluded at  
11 approximately 4:50 p.m.)

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C-E-R-T-I-F-I-C-A-T-E

STATE OF TENNESSEE:

COUNTY OF SHELBY:

I, CATHY A. HASTINGS-NICKELSON, Certified Court Reporter and Notary Public, Shelby County, Tennessee, CERTIFY:

1. The foregoing proceedings were taken before me at the time and place stated in the foregoing styled cause with the appearances as noted;

2. Being a Court Reporter, I then reported the proceedings in Stenotype to the best of my skill and ability, and the foregoing pages contain a full, true and correct transcript of my said Stenotype notes then and there taken;

3. I am not in the employ of and am not related to any of the parties or their counsel, and I have no interest in the matter involved;

4. I FURTHER CERTIFY that this transcript is the work product of thie Court Reporting Agency and any unauthorized reproduction and/or transfer of it will be in violation of Tennessee Code Annotated 39-14-149, Theft of Services.

WITNESS MY SIGNATURE, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Cathy A. Hastings-Nickelson  
CCR, RPR, Court Reporter and  
Notary Public\*\*\*\*\*

My Commission Expires:  
July 27, 2011

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MEMPHIS HOUSING AUTHORITY  
FY2005-2009 PHA PLAN  
&  
ANNUAL PLAN FOR FY2009  
DEVELOPMENT HEARING  
G. E. PATTERSON POINTE  
Wednesday, February 18, 2009

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APPEARANCES

MHA LEGAL COUNSEL:

MR. GREG PERRY

6

7 CAPITAL IMPROVEMENT NEEDS:

8 MR. MICHAEL SWINDLE

9

10 OPERATIONS AND  
11 MANAGEMENT:

12 MR. WILLIAM WEBB

13

14 PHA COMMUNITY SERVICE  
15 and SELF-SUFFICIENCY  
16 PROGRAMS:

17 MS. JACQUELINE PARTEE

18

19

20 HOPE VI GRANTS  
21 DISPOSITION:

22 MS. LURETHA PHILLIPS

23

24

25 REPORTED BY:

26 MS. LASHAWN LYONS  
27 Court Reporter, CCR

28

3

1

2 MEETING COMMENCED AT APPROXIMATELY 4:33 P.M.

3

4 MR. WEBB: Good morning to

5 everyone. How's everyone doing today?

6 UNIDENTIFIED SPEAKER: All right.

7 MR. WEBB: That is great. We're

8 kind of changing up, just slightly, the agenda

9 to accommodate some of the staff who would be  
10 kicking the five-year annual plan off. They  
11 hadn't arrived yet. So since I am here, I'm  
12 going to go ahead and kind of say my little  
13 spill and get out of y'all's way.

14 My name is William Webb. I'm the director  
15 of asset management for Memphis Housing  
16 Authority. I'm sure each of you all know your  
17 property manager Ms. Raynetta Haley. She's  
18 here, and your asset manager would have been  
19 here, but he was unable to attend. But this is  
20 our five-year annual plan site meeting here at  
21 G. E. Patterson Pointe.

22 Basically, I want to share with you all,  
23 as director of asset management, some of my -- I  
24 wouldn't necessarily call them concerns, but I

4

1 want to reiterate to y'all as residents those  
2 areas that I want to make sure that we're able  
3 to communicate on from you to me and me to you.

4 And I guess I'll start off with  
5 management's expectations, you know, as far as  
6 what MHA is looking for from y'all as residents.  
7 Certainly the number one thing is paying your  
8 rent, you know. You pay your rent on time, then  
9 you know, that kind of takes you a long way.

10 The second item is housekeeping. I'm sure  
11 y'all have had your quarterly housekeeping

12 inspections, hopefully every four months, by  
13 your manager and your foreman. Those are two  
14 areas that could subsequently violate your lease  
15 if, you know, you get behind in your rent and  
16 your housekeeping isn't up to par.

17 Another area that is a lease violation is  
18 criminal activity, and I'm sure none of you all  
19 are going around sticking up or robbing people  
20 or have any drugs being sold out of your home or  
21 anything like that, so I certainly want y'all to  
22 continue your model citizenship and just  
23 certainly be mindful that the Agency frowns on  
24 residents who harbor -- you know, whether it's a

5

1 son, a daughter, a cousin, a relative or a  
2 friend. You definitely don't want to put  
3 yourself in a position where you jeopardize your  
4 residency by allowing that type of activity to  
5 come out of your home.

6 So, you know, those are things that we  
7 want to see you all as residents continue to  
8 perform in those areas. And as long as you're  
9 not violating your lease and you're doing what  
10 you're supposed to be doing as a resident here  
11 for Memphis Housing Authority, then you know, we  
12 have no reason but to continue to treat you with  
13 fairness and to be fair with you.

14 Now, reciprocating that back to us, you

15 know, I want to make sure that as residents here  
16 that you all are satisfied with the quality of  
17 service that you're getting from MHA. Being  
18 that if you've got a repair, you know, you've  
19 got a leak in your unit, or you've got a light  
20 switch that won't come on or something like,  
21 then you make that call to your manager, then my  
22 expectation is for my manager to look into that  
23 within a minimum -- within a 24-hour time period  
24 if it's an emergency.

6

1           If it's not an emergency -- two or three  
2 days -- we, you know, try to get to it when we  
3 can. But I said that to say that if you're  
4 making a request to the Agency or to your  
5 manager for these and if you don't get any  
6 response, then once you've exhausted talking  
7 with Ms. Haley, then the next step is to come  
8 down to 700 Adams or call or let us know so that  
9 we can respond because we want to make sure that  
10 management is giving you the best possible  
11 treatment. And we want to make sure that you're  
12 being treated in a fair -- you know, when you  
13 request.

14           So certainly, we want to make sure that as  
15 you all continue to stay here at Patterson,  
16 that, you know, you continue to do those things  
17 that would make your stay pleasant. And as you

18 can see, we've, you know, tried to revamp -- I'm  
19 not sure if y'all are familiar with the old  
20 Fowler Homes location, but it's totally  
21 different, you know. So we -- and we want to  
22 keep it that way.

23 We want to make sure that the Agency is,  
24 you know, moving into a better direction and

7

1 being able to provide a better quality of living  
2 for, you know, each of you all here. So that's  
3 about all that I have. At this point, I'll turn  
4 it over to Ms. Phillips who also is kind of --  
5 maybe a little out of order with the agenda, but  
6 we're the only two here right now.

7 MS. PHILLIPS: Mr. Perry is  
8 coming through the door, so I'll yield to him  
9 for a few minutes, and we can start back.

10 How is everybody doing?

11 UNIDENTIFIED SPEAKERS: Fine.

12 MS. PHILLIPS: And thank you all  
13 for coming out.

14 Mr. Perry, you're up on deck.

15 MR. PERRY: Good evening. I'm  
16 going to go right into my part.

17 How's everyone doing?

18 UNIDENTIFIED SPEAKERS: Doing  
19 good.

20 MR. PERRY: It's glad to see you

21 all out here today.

22 I am going to talk about some of the major  
23 attachments to the annual plan, and the  
24 documents I'm going to be discussing with you is

8

1 going to be the lease agreement, the grievance  
2 policy, your pet policy, and the ACCOP. And  
3 most of you, who are public housing residents,  
4 have signed a lease agreement which contains  
5 public housing language and so forth, all of our  
6 clauses that we have in our lease agreement.

7 And I want you to know that we're going to  
8 be changing that lease agreement -- making a  
9 change to it and adding a requirement -- an  
10 obligation -- in the lease agreement.

11 The Housing Authority has an obligation,  
12 and you have obligations. We're going to  
13 change -- add to your obligations -- give you  
14 one more. That one deals with the abuse of  
15 alcohol. So it's going to be a requirement;  
16 it's going to be an obligation put on you that  
17 you will not abuse alcohol which would disturb  
18 the quality and enjoyment of your neighbors and  
19 the individuals who live next to you. And  
20 that's simply all it says.

21 It's okay if you choose to drink alcoholic  
22 beverages in your own house and so forth, but  
23 you can't get to the point that you drink so

24 much that you disturb your other neighbors.

9

1 Okay?

2 Is that fair enough?

3 (Residents respond affirmatively.)

4 MR. PERRY: So that's the major  
5 change we've proposed to the lease agreement,  
6 and that change is based upon HUD's  
7 regulations. Our lease requires that -- has  
8 certain things in there, and that's one of the  
9 things that HUD requires to put in the lease.  
10 That's the change in the lease.

11 You also have a pet policy. There is a  
12 deposit of around \$300. There's other  
13 requirements in the policy, too. You have to  
14 have the pet neutered and licensed and so forth,  
15 all of those things. But you have a pet  
16 policy. The office has it if you need to review  
17 your pet policy.

18 There is a change to that policy. The  
19 basic change to that policy is that if you are  
20 disabled and have a disability and because of  
21 that disability, you need a pet, then we're not  
22 going to charge you that deposit. No pet  
23 deposit if you have a disability and need a  
24 pet. Okay. That's the change to the pet

10

1 policy.

2           Your grievance procedure -- the public  
3 housing has a grievance procedure. Whether you  
4 have a dispute with your manager, the Housing  
5 Authority, you'll resolve it with the grievance  
6 procedure, but there's no changes to that.

7           The other document is the document that  
8 the Housing Authority utilizes which has a  
9 policy from the time you enter public housing  
10 until the time you leave public housing. It  
11 talks about what happens when you get a transfer  
12 and different charges we can do that governs our  
13 policies and procedures from the time that you  
14 enter until the time you leave.

15           One of our policies is what we call a  
16 ACCOP. It's a policy. Each year you get  
17 recertified because your rent is based upon your  
18 what?

19                           UNIDENTIFIED SPEAKERS: Income.

20           MR. PERRY: Right. And the only  
21 way we know your income is if you come and tell  
22 us. So each year you have an annual  
23 recertification. And also, in between the time,  
24 if you get a change in your income, you're

11

1 supposed to report that in so many days. But  
2 each year you're going to be recertified.  
3 You'll come in the office, and you'll talk to  
4 the manager, and she recertifies you.

5           Now, when you first moved into public  
6 housing, we did what is called a criminal  
7 background check. We took your name, social  
8 security number, and ran it through some  
9 computers which I believe the FBI uses. We do  
10 that to make sure you haven't done anything.  
11 All right.

12           Now we're changing that, and so each time  
13 you get recertified -- and that's for all public  
14 housing residents and Section 8 residents --  
15 we're going to run a background check -- a  
16 criminal background check to see if you've done  
17 anything that violates our lease agreement.  
18 That's all we're looking for, lease violations.

19           I can give you an example: If you owe --  
20 sometimes a female owes -- has to pay child  
21 support -- we don't care if they come to pick  
22 you up. We're not going to be bothered with  
23 that because that doesn't violate the lease  
24 agreement.

12

1           If you get caught shoplifting at a Kroger  
2 Store, we won't bother with that because that's  
3 not a violation of the lease agreement. That's  
4 not good; that's not being a good citizen, but  
5 it's not a violation of the lease agreement.

6           Now, if you get caught over in Whitehaven  
7 at some party and they happen to catch you

8 smoking marijuana, and you get caught, then  
9 you're in trouble. If we find out about that,  
10 that's a violation of the lease agreement. The  
11 lease agreement says you can't smoke marijuana  
12 at any time, anywhere in the city. No drugs.  
13 Okay. That's a violation.

14         So if we find out about that and you get  
15 arrested for that, even though it happened in  
16 Whitehaven, we'll still probably ask you to  
17 move. Unfortunately, that's the way it goes. I  
18 just want you to know that.

19         Also, we're trying to work out an  
20 agreement with the Memphis Police Department  
21 where -- if any of our residents gets arrested,  
22 they will send us that report. All of this is  
23 public information. In fact, you could get it,  
24 too. Just go on the computer and do it. It's

13

1 just that they have the master computers, so  
2 we'll give them the information.

3         We'll give them your name and your  
4 birthday, and they'll run it every day. The  
5 computer will bounce your name and birthday off  
6 of whoever they arrested each day. If it's  
7 somebody from public housing, they'll send us a  
8 list, and we'll look at it.

9         We'll go down and pull the arrest report,  
10 and again, see if there's -- have anything to do

11 with your lease agreement. If it has nothing to  
12 do with your lease agreement, it's okay. It's  
13 not okay, but it's not going to affect your  
14 housing. I just want you to know that. We are  
15 going to be doing that.

16 And you'll sign a piece of paper regarding  
17 that because we require you to do that. We have  
18 to have your permission to do it, but if you  
19 don't do it, you probably won't be staying  
20 here. But you'll sign a release authorizing us  
21 to do that check.

22 MS. MCKINNEY: Excuse me.

23 MR. PERRY: Give me your name.

24 MS. MCKINNEY: My name is Wilma

14

1 McKinney. I live at 938 Gaiters Park Lane,  
2 Number 104, and I'm having a problem with young,  
3 teenage boys smoking marijuana on the steps that  
4 leads up to my apartment, you know. And they're  
5 out there every night, weather permitting. You  
6 know, when it's ice, ice cold, they're not  
7 there, but other than, they're there.

8 And they're smoking marijuana, and they're  
9 keeping up a lot of noise. And now they have  
10 little teenage girls out there with them, you  
11 know, doing something, any and everything. And  
12 I have reported this, you know. And I've tried  
13 to get some help. Montgomery Plaza told me to

14 call the police. Well, you know, I don't want  
15 anyone throwing bricks through my window. I  
16 feel like management ought to handle this, you  
17 know.

18 MR. PERRY: We've got it, and  
19 we're going to look into that. Okay? But you  
20 can't be doing that.

21 MS. GATES: My name is Gearlean  
22 Gates, and I live at 946 Gaiters Park Lane, and  
23 my son -- his name is on the lease, and someone  
24 broke into our car and stole his radio. I don't

15

1 know whether it has an effect on public housing  
2 or whatever -- stole his radio and stole my  
3 coat. I didn't call the police because I  
4 figured one of the --

5 MR. PERRY: Like I said, if you  
6 have a break-in, you probably need to call just  
7 to report it. We don't -- this development is  
8 not gated; we don't have 24-hour security, so  
9 you have to -- you're going to have problems, so  
10 you have to -- what I do -- put an alarm on your  
11 car and pray real hard.

12 Mine's been broken into so many times --  
13 broke out the window. Don't leave anything in  
14 the car. That's a problem. It's not just a  
15 problem over here, but it's a problem all over  
16 the city. I live in Midtown. So I have the

17 same problem you have.

18           It's just a problem, but -- and we don't  
19 have -- and our city police patrol -- they don't  
20 patrol every day. You're going to have a little  
21 bit of problems every now and then. But don't  
22 leave anything in your car, and they probably  
23 won't be messing with it. Okay.

24           That's all I have.

16

1           Maybe we should get your name for the  
2 record since I've got the other residents'  
3 names.

4           Now, what's your name?

5                   MS. ATKINS: Linda Atkins.

6                   MR. PERRY: We have a person by  
7 that name that works for us at the Housing  
8 Authority.

9                   MS. LAWSON: Shereta Lawson.

10                  MR. PERRY: Ms. Lawson?

11                  MS. LAWSON: Uh-huh.

12                  MS. PARTEE: We have a sign-in  
13 sheet coming around.

14                  MR. PERRY: Well, we have your  
15 name for the record, so now y'all are on the  
16 record.

17           All right. That's all I have. I don't  
18 have anything else.

19                  MS. PARTEE: Good evening. I'm

20 hear to talk about community services and  
21 self-sufficiency programs we have in public  
22 housing. And the Memphis Housing Authority  
23 coordinates and promotes any program that will  
24 enhance your self-sufficiency. And services and

17

1 programs are operated on our development to help  
2 you with that.

3         You all had to meet certain criteria to  
4 come to this property, and as a result of that,  
5 you had to sign what's called a Self-Reliance  
6 Agreement which told you that you had to work  
7 and if -- or you're exempt if you were 62 and  
8 above or if you had a disability, but otherwise,  
9 you would have to work.

10         We have a Family Self-Sufficiency  
11 Program. I don't know if anyone's been over  
12 here to talk to you all about it, but you have  
13 to join the program. And you have to work to be  
14 in this program. And if your rent increases  
15 because of your salary increasing, you earn an  
16 escrow account, and that's the difference of  
17 what you've paid in rent.

18         If your rent was a hundred dollars and  
19 because of your income, your rent goes to fifty  
20 dollars or a hundred and fifty dollars, that  
21 fifty is put into an interest-bearing escrow  
22 account.

23 I've just looked at a printout today where  
24 a lady has lost her \$2000 because she was

18

1 evicted. Can you imagine that? So we have the  
2 Family Self-Sufficiency Program, and you can  
3 take that money. I mean, we have had people who  
4 have gotten checks as high as \$10,000, and  
5 that's because their income kept going up and  
6 their rent kept going up.

7 But it's put into a savings account for  
8 you so that when you've completed this  
9 program -- which is five years, but you can  
10 complete it sooner than that, but you're given  
11 five years to complete -- you can request those  
12 dollars. You can cut the money up if you want  
13 to, but it's yours to do what you want to do  
14 with it.

15 UNIDENTIFIED SPEAKER: Excuse me.

16 Wasn't it Ms. Brenda --

17 MS. PARTEE: Horton (phonetic?)

18 UNIDENTIFIED SPEAKER: Yeah.

19 MS. PARTEE: Yes, she's still  
20 there.

21 Also, we have a program that's called  
22 Community Services, and this is the program that  
23 was mandated by HUD and put into law by  
24 Congress. And that is: If you don't work, you

1 must perform community service hours, but I  
2 don't think it applied to this property. Okay.

3 MS. PHILLIPS: Because you have  
4 to work.

5 MS. PARTEE: We've tried to  
6 orientate all of our residents prior to them  
7 moving on the properties. Some people are maybe  
8 accustomed to gas stoves, and now they have  
9 electric or vice versa. You may not have had  
10 central heating and air, and now you have it,  
11 and someone needs to show you how to operate  
12 it.

13 Or you may have had gas -- what was  
14 that -- just different devices in that apartment  
15 that may have changed from where you formerly  
16 lived and where you now live. And they go  
17 through an orientation with you.

18 They talk to you about paying your rent on  
19 time, talk to you about housekeeping. They let  
20 you know what kind of inspections they're going  
21 to have, pest control, and all of that kind of  
22 information.

23 With our new programs, specifically our  
24 HOPE VI Program, we make every effort to ensure

1 that as many residents can return to a property  
2 that can, like Dixie Homes or Lamar Terrace or

3 the properties in Uptown which were Hurt Village  
4 and Lauderdale Court. Well, to return to those  
5 properties, you have to meet certain criteria.

6           And so we wanted to make sure our  
7 residents could meet the criteria to return, and  
8 we acquired what's called Case Management  
9 Services; they're like social workers. And they  
10 meet with the resident or the potential resident  
11 for as long as the program operates, before they  
12 return to the property, to help them to be  
13 eligible to return because many of the  
14 properties that are coming on board now, you're  
15 going to have to work if you're not disabled.

16 Okay. We have at the -- Yes, ma'am?

17                   MS. GATES: How are you doing?  
18 My name is Gearlean Gates, and I'm at 946  
19 Gaiters Park Lane, Apartment 103. Well, my  
20 doctor got me on several kinds of medicine,  
21 so -- but one of my high blood pressure  
22 medicines make me sleepy. He got me on one for  
23 high blood pressure, high cholesterol, and sugar  
24 diabetes.

21

1                   MS. PARTEE: That's your personal  
2 business. You don't have to tell us --

3                   MS. GATES: Well, what I was  
4 talking about, you know -- wondering will I be  
5 able -- what's gone -- the way my doctor's

6 talking -- that I'm not. I want to --

7 MS. PARTEE: You want to work?

8 MS. GATES: Uh-huh, but this

9 sickness, you know, that I got --

10 MS. PARTEE: Prevents you from  
11 working?

12 MS. GATES: Uh-huh. And I got --  
13 I was in a car wreck, so they went into my feet  
14 'cause it messed up my nerve real, real bad, and  
15 they didn't want to go back in there messing  
16 with my nerve.

17 MS. PARTEE: Well, you know what,  
18 you're like a lot of people. When we talk about  
19 being disabled, there are people who are  
20 disabled that can work. There are certain kinds  
21 of jobs you can do, like answering the  
22 telephone, folding and mailing letters. So your  
23 doctor has to give you permission to work.

24 MS. GATES: Okay.

22

1 MS. PARTEE: Your doctor has to  
2 give you permission. We don't have anything to  
3 do with that because we're not medical, so you  
4 talk to your doctor about it. Okay?

5 MS. GATES: Yes, ma'am.

6 MS. PARTEE: We have what's called  
7 the Resident Employment and Training Center at  
8 700 Adams. In that training center, we help

9 individuals to write resumes, to do job search.  
10 We have job announcements there. We have career  
11 fairs, and that all comes out of the jobs,  
12 career center. It's open five days a week from  
13 8:00 until 4:30.

14 We have scholarship programs for our  
15 teenagers who have been accepted into an  
16 upper-educational program, a vocational program,  
17 college, cosmetology school, nursing. And we  
18 will provide them with a scholarship for as long  
19 as they're in the program.

20 We have a GOAL Card Program that now  
21 operates in Foote and College Park. And it's a  
22 G-O-A-L, GOAL. We want our youth to meet  
23 certain goals. But in this program, we did not  
24 target children that were smart and were already

23

1 self-motivated. The target is for those  
2 children who have behavioral problems and who  
3 have attendance problems.

4 And we thought this program would be an  
5 avenue to help motivate them to go to school and  
6 make better grades. And when they do that, they  
7 earn points, and they can take those points and  
8 buy different items that they recommended. It  
9 could be a DVD; it could be tickets to a  
10 football or baseball game, school supplies.  
11 Just all of the kinds of things that a youth

12 would want that would motivate them. I think it  
13 is a very good program.

14 We also work with an organization called  
15 RISE, and they facilitate the GOAL Card as well  
16 as a program called Save Up. In this program,  
17 if you save a dollar, they would match it with  
18 two dollars. You have to join. You have to be  
19 employed. You have to attend the meetings. And  
20 you would develop what's call an Individual  
21 Development Account. And you can save up to  
22 \$7500.

23 We have services from family home health  
24 agencies where they come out and make home

24

1 visits. They go into our high-rises. They do  
2 come out on the developments if someone needs  
3 assistance.

4 We have MIFA that works with us, and they  
5 provide home-delivered meals. We're able to  
6 hire our residents to work as homemakers, and  
7 most of our homemakers work in our high-rises,  
8 and they assist the residents with  
9 health-related tasks, reminding them to take  
10 their food, take their medicine -- excuse me --  
11 perform light housekeeping duties, call to make  
12 doctor appointments and those kinds of things.

13 And I think that is all I have.

14 Did anyone have --

15           And we also have -- through MIFA, we have  
16 a -- what we call a Senior Companion Program,  
17 and it's parallel to the Homemakers Program, but  
18 they don't do a lot of cleaning. It's mostly a  
19 friendly visit where they would come and stay  
20 for about an hour and a half to make sure  
21 they're doing okay.

22           That's all I have.

23           Any questions?

24                     MS. MCKINNEY: Uh-huh, I have

25

1 one. Do we have a maintenance system associated  
2 with these apartments?

3                     MS. PARTEE: Yes, ma'am, you do.

4                     MS. MCKINNEY: Because I haven't  
5 been able to get a maintenance man out to my  
6 apartment since Mr. James has left us.

7                     MS. PARTEE: Okay. I think the  
8 manager -- is the manager here?

9                     MS. PHILLIPS: I think she just  
10 stepped out.

11                    MS. MCKINNEY: I've already went  
12 to her, you know. And I stood right there while  
13 she called Montgomery Plaza and gave them my  
14 order for the things I needed done and nobody  
15 ever came out, you know.

16                    MS. PARTEE: There are things here  
17 that you need done?

18 MS. MCKINNEY: Yeah, in my  
19 apartment where I live, yeah.

20 MS. PARTEE: The director of our  
21 maintenance department is here, so I'll make  
22 sure you get to talk to him before we finish  
23 tonight.

24 MS. MCKINNEY: I sure appreciate

26

1 that.

2 MS. PARTEE: Okay. All right.  
3 Thank you.

4 MS. PHILLIPS: Good evening. I'm  
5 Luretha Phillips, and I work with the HOPE VI  
6 office at the Memphis Housing Authority. And  
7 part of what we do is develop public housing.  
8 We have four HOPE VI sites that have been  
9 redeveloped to date. College Park was our first  
10 one, Uptown, which was the old Hurt Village,  
11 Dixie Homes, which we're redeveloping now, and  
12 University Place. And we've received, to date,  
13 over a hundred and twenty-two million dollars in  
14 HUD funds -- HOPE VI funds -- to redevelop  
15 public housing.

16 Our primary goals, relevant to the HOPE VI  
17 office, are to improve the living condition of  
18 public housing families, enhance the quality of  
19 life outcome for our seniors, increase job  
20 opportunities for working families, help those

21 work-bound families with their self-sufficiency  
22 goals, and increasing homeownership  
23 opportunities.

24         We have four homeownership programs --

27

1 well, three homeownership programs. One we had  
2 to put on hold and that's University Place. We  
3 had to do that because of tough economic times  
4 and budget. But we're starting, by the end of  
5 March, on the 30 houses.

6         Do some of you know where Askew Place is?  
7 It's where Cleaborn Homes and Askew Place -- 25  
8 rental homes that are going to be built at  
9 Askew. Across the street, there's a vacant lot,  
10 and on that lot, we're going to -- it's like  
11 eight, almost eight acres. On that lot, we're  
12 going to build 30 houses, and we'll start  
13 sometime next month. We'll build four models  
14 and then sell those, and as we sell homes, we'll  
15 build additional homes.

16         The major activities that we have planned  
17 in this year -- meaning between July 1st of '09  
18 and June 30th of 2010 -- is to develop several  
19 applications to HUD. One will be a funding  
20 application, whether it be HOPE VI or through  
21 the economic stimulus or whatever.

22         HUD funds are available. We're going to  
23 submit an application for redevelopment of

24 additional HOPE VI -- additional sites to be

28

1 identified.

2           The disposition application -- in order to  
3 dispose of any public housing land, whether it  
4 be from a sale, transfer, lease, we have to  
5 submit a disposition application. So we have  
6 planned three applications in this year. One  
7 will be the FedEx Family House.

8           At the Dixie Homes or Legends Park site,  
9 we're going to develop a -- we are in -- working  
10 with Methodist Hospital -- develop a 24-suite  
11 hotel-style facility. It's a family house.  
12 It's for the temporary lodging, and it's for the  
13 families of the patients being seen at  
14 Le Bonheur under a long-term care. It's similar  
15 to the concept of the Ronald McDonald House or  
16 the Grizzlies House, but they call it the FedEx  
17 House because FedEx -- the Smith and the Graf  
18 families are paying for this.

19           We're going to submit an application for  
20 what we call the Uptown Commercial Center.  
21 We're going to bring a local pharmacy and a --  
22 well, the pharmacy and the store to the area.  
23 And also, we're going to build another 22  
24 market-rate homes and a restaurant that's

29

1 interested in coming to that area. That's at

2 the corner of Mill and Danny Thomas. I know  
3 that's in another area, but that's one of the  
4 activities that we're going to be involved in  
5 this year.

6 And then looking at the feasibility of  
7 building another senior facility similar, I  
8 guess, to the one that you have out here, but  
9 there's a senior facility on the Legends Park  
10 site as well. And we'll be pulling together and  
11 actually going through the process of  
12 determining whether or not that's feasible.  
13 We're going to submit an acquisition and Housing  
14 Conversion Plan.

15 We have ten houses -- a hundred and ten  
16 that we built in the Uptown area. Nine of those  
17 houses have not sold yet. And we've provided  
18 for a process to buy those homes and convert  
19 those homes to public housing if they did not  
20 sell. They have not sold, so that's an  
21 application that we will be submitting to HUD.

22 Unfortunately, things have kind of slowed  
23 down in the economy, so people are not buying  
24 houses too easily today. But hopefully, that

30

1 will turn around quickly in the coming months.

2 Construction is on the way on the first  
3 phase of Legends Park East. That's 134  
4 multifamily housing, and 52 of those units are

5 designated for public housing families. And  
6 that's on the corner of -- at Legends Park  
7 near -- well, the corner of Decatur and Poplar.

8         The second phase, which we call McKinley  
9 Park -- the homes that will be built in this  
10 area are associated with the Legends Park site  
11 as well. And we're moving forward, of course,  
12 with the plans for the FedEx Family House, and  
13 also the next phase is Legends Park West. We'll  
14 be working on that phase in the coming year.

15         Let me tell you about the homeownership --  
16 the general guidelines. If you're interested in  
17 homeownership we have, for McKinley Park --  
18 there are three and four bedroom homes, about  
19 fifteen to eighteen hundred square feet. They  
20 have some real nice models that you'll see in  
21 the coming months.

22         And some of the requirements are that the  
23 working family could qualify for down payment  
24 assistance, ten thousand -- up to ten thousand

31

1 dollars is available through the City of Memphis  
2 Housing and Community Development. Another down  
3 payment assistance fund could be available  
4 through the Housing Authority.

5         We're designating -- because the site is  
6 Dixie, we're designating five Dixie Homes and  
7 former Dixie Homes' families to purchase a home

8 in that area. Now, they have to qualify first,  
9 but five of the homes are targeted for sale to  
10 those families. It's open to everybody that can  
11 afford to buy a home.

12         The minimum one percent cash  
13 contribution -- that's from the home -- the  
14 purchaser's own savings. Ms. Partee's mentioned  
15 the Family Self-Sufficiency Program. If you're  
16 enrolled in that program, you can use the  
17 savings that you've accumulated to pay down  
18 on -- you know, make a down payment on your  
19 home, and it's a minimum of one percent, so it  
20 could be five hundred or above. That's your  
21 cash contribution. Also -- through your own  
22 savings or through the RISE Program.  
23 Ms. Partee's explained that program, as well.

24         You also need to complete a qualified

32

1 Homeownership Training Program for all  
2 programs. The Homeownership Program -- you must  
3 enroll in homeownership training. And that  
4 component is sponsored by -- well, for Uptown  
5 it's a different agency.

6         For the Legends Park site, McKinley Park  
7 is the development. It would be another  
8 provider, but you have to enroll in the  
9 Homeownership Training Program and have  
10 acceptable employment and credit history as per

11 the -- your first mortgage lender.

12           If you are a SHAPE or a Housing Choice  
13 Voucher holder, you can also participate in this  
14 program. You must be a current voucher holder.  
15 The adult head of household or the spouse must  
16 have been continuously employed for one year,  
17 and the employment requirement is waived for the  
18 disabled household.

19           And the household income for the disabled  
20 family is ten thousand five hundred, minimum  
21 income, and the minimum for another Section 8  
22 voucher that's a non-disabled household is  
23 fourteen thousand one hundred. And they also  
24 must complete a Homeownership Training Program.

33

1           So again, we have three homeownership  
2 programs. We have nine houses left at Uptown,  
3 and they're in the price range of 97,000 to  
4 about 150,000. The McKinley Park homes, which  
5 are in this general area, their price range is  
6 from that eighty-five, ninety thousand up to  
7 about a hundred and twenty, a hundred and thirty  
8 thousand.

9           And the University Place homes have been  
10 put on hold because of the economic times and  
11 budget, so -- but those are the two that we  
12 have. And of course, at College Park -- we've  
13 sold out of those homes pretty quickly, and

14 they're not available there.

15           If you're interested in, you know, any of  
16 the activities or if there were opportunities  
17 that I've explained, I would be glad to talk to  
18 you about it; otherwise, that summarizes my  
19 presentation. Thank you.

20                       MR. SWINDLE: My name is Mike  
21 Swindle. I'm with the Capital Improvements  
22 Department. And what we do at Capital  
23 Improvements -- we do mostly items that are a  
24 little above -- not the routine maintenance type

34

1 of items.

2           In this development, what we did was the  
3 demolition of the old building, and then we also  
4 participated in project management, construction  
5 management for the building of these buildings  
6 that's here now. That's what we do, and I go  
7 over there, discovery what we have in the plan  
8 for this facility and also for some of the other  
9 facilities.

10           For this facility, what we have for this  
11 year is we have some security doors. And the  
12 time line -- I think we don't have them out now.  
13 You'll probably see them out within the next  
14 month or so.

15                       UNIDENTIFIED SPEAKER: Front and  
16 back?

17 MR. SWINDLE: Front and back.

18 MS. MCKINNEY: Does that include  
19 the apartments, too?

20 MR. SWINDLE: No, ma'am, not the  
21 apartments, just the homes.

22 MS. MCKINNEY: Really?

23 MR. SWINDLE: Not the apartments,  
24 no, ma'am, just the homes. All right. That's

35

1 the same thing that's going on at Askew Place,  
2 and we've just finished some doors at Uptown  
3 Homes. All right. And that's about it unless  
4 we have some other concerns.

5 UNIDENTIFIED SPEAKER: If you live  
6 in an apartment and you want a security door,  
7 can you pay to get your own?

8 MR. SWINDLE: Ask the manager  
9 about that. I don't know if they'll allow you  
10 to put any kind of door up. I don't know how  
11 that works. Okay. I don't know why we didn't  
12 include the apartments, but we didn't. All  
13 right.

14 Other than that -- for the high-rises and  
15 the low-rises. With the high-rises, I'm talking  
16 about Barry, Borda, Venson, and Jefferson. And  
17 for the two low-rises, Foote and Cleaborn, we're  
18 looking at a project called the Triangle NOIR.  
19 And what that entails is the demolition of Foote

20 and Cleaborn.

21           We're looking at revitalizing that area --  
22 going back with what we've been doing. It'll  
23 probably be something similar to a HOPE VI or  
24 something like that. We'll come back with

36

1 possibly single buildings, some multifamily  
2 units, like the quads, and also some single  
3 family stuff. All right.

4           And we're looking at the disposition of  
5 the four high-rises. So the way it stands now,  
6 they're not worth us investing money in to try  
7 to rehab them or try to modify them, so we'll  
8 probably have a disposition. If not that, then  
9 I think we'll just totally demolish those  
10 buildings.

11           So other than that, the Montgomery  
12 Plaza -- we consider that a more viable unit, so  
13 for that particular reason, we have invested  
14 money this past year and doing some upgrades to  
15 the units. We put in some doors and windows to  
16 make them more energy efficient. We also did  
17 some site work to make it look more -- give it  
18 more curb appeal, and we'll probably be doing  
19 that to that development this coming year. All  
20 right.

21                           MS. MCKINNEY: Well, I was  
22 thinking about security in -- where the storm

23 doors are concerned. I was thinking about  
24 security, you know, like the front door which we

37

1 don't -- we really have one door you go out of  
2 when you come up the steps, you know.

3 I had security doors before I moved over  
4 here, and I had to get rid of them because they  
5 said they weren't allowed, you know. And so I  
6 got rid of them, and I've really been missing  
7 them since I don't have them.

8 And then Ms. Haley told me that they were  
9 going to put some up over here, so I was very  
10 pleased about that. Of course, I didn't know  
11 that the apartments weren't included in that  
12 plan.

13 MR. SWINDLE: Right, they're not  
14 included, but I'll discuss -- I don't know why  
15 they weren't included. I know we won't get them  
16 included in all of the developments, like Foote  
17 Homes where we have 400 units; we won't put in  
18 400 security doors. Since we don't have that  
19 many units here, I don't know why we didn't.  
20 But you'll have to discuss that -- maybe they  
21 can come back and do it.

22 MS. MCKINNEY: I hope they do.

23 MR. SWINDLE: I understand, and  
24 I'll ask Ms. Haley to get back to you. Okay?

1                   MS. MCKINNEY: I hope they do  
2 because I really don't feel safe over here. You  
3 know, we have young guys on the steps smoking  
4 marijuana, you know, and they won't even get off  
5 the steps. You would have to tell them to get  
6 off the steps. They want to slide over, you  
7 know, and want you to walk by them.

8                   MS. GATES: And the majority of  
9 them don't live over there.

10                  MR. SWINDLE: Have you discussed  
11 it already with your manager?

12                  MS. GATES: I had told them they  
13 had broke into my son's car.

14                  MR. SWINDLE: Let me follow-up  
15 with them about the multifamily units to see why  
16 we don't have any security doors, and let's work  
17 on that. For the units -- also, for Cleaborn,  
18 we're looking at the long-term of taking --  
19 removing those from the face of the earth.

20                  The short-term, we're looking at doing  
21 some -- we have four units that are heavily  
22 damaged, so we may be going back into those  
23 units this year. In the short-term for  
24 Cleaborn, we're looking at going back and doing

1 some unit repairs.

2                  For Foote, we're looking at doing some

3 roof repairs. We have that water coming in, so  
4 we'll do roof repairs. And also, we've got roof  
5 repairs to do at Borda and Venson. All right.

6 And I think that's just about it. That's  
7 all I have. If you have any other suggestions,  
8 we're always -- I'm happy to take your comments  
9 and we'll definitely look into it.

10 Any questions?

11 (Residents respond negatively.)

12 MR. PERRY: We went through our  
13 agenda and covered everything. If there are no  
14 more questions or no more comments, that's all  
15 we have today. We appreciate you coming out,  
16 and if you need to talk about a maintenance  
17 problem or so forth, the resident manager will  
18 take those. Okay. Thank you.

19 (The meeting concluded at  
20 approximately 5:17 p.m.)

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1 C E R T I F I C A T E

2 STATE OF TENNESSEE:

3 COUNTY OF SHELBY:

4 I, LASHAWN LYONS, Certified Court

5 Reporter and Notary Public, Shelby County,

6 Tennessee, CERTIFY:

7 1. The foregoing proceedings were taken  
8 before me at the time and place stated in the  
9 foregoing styled cause with the appearances as  
10 noted;

11 2. Being a Court Reporter, I then reported  
12 the proceedings in Stenotype to the best of my  
13 skill and ability, and the foregoing pages  
14 contain a full, true and correct transcript of  
15 my said Stenotype notes then and there taken;

16 3. I am not in the employ of and am not  
17 related to any of the parties or their counsel,  
18 and I have no interest in the matter involved;

19 4. I FURTHER CERTIFY that this transcript  
20 is the work product of this court reporting  
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25 WITNESS MY SIGNATURE, this, the \_\_\_\_ day  
26 of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Lashawn Lyons  
CCR, Court Reporter and  
Notary Public\*\*\*\*\*

27 My commission expires:  
28 June 20, 2012

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DEVELOPMENT HEARING  
LATHAM TERRACE  
Wednesday, February 18, 2009

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H & N COURT REPORTING  
P.O. Box 41971  
Memphis, Tennessee 38174

APPEARANCES

MHA LEGAL COUNSEL:

MR. GREG PERRY

CAPITAL IMPROVEMENT NEEDS:

MR. MICHAEL SWINDLE

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PHA COMMUNITY SERVICE  
and SELF-SUFFICIENCY  
PROGRAMS:

MS. JACQUELINE PARTEE

HOPE VI GRANTS  
DISPOSITION:

MS. LURETHA PHILLIPS

REPORTED BY:

MS. LASHAWN LYONS  
Court Reporter, CCR

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MEETING COMMENCED AT APPROXIMATELY 10:13 A.M.

MR. PERRY: Good morning. How's  
everybody doing this morning?

UNIDENTIFIED SPEAKERS: Good.

MR. PERRY: Good.

On behalf of our executive director,  
Mr. Robert Lipscomb, I want to welcome each of  
you to our annual five-year plan here for our  
residents on this development, Latham Terrace.

12 I'll like to thank y'all for being with us this  
13 morning, and we're delighted that you've chosen  
14 to participate in our planning process.

15         As some of you might be aware of, it came  
16 out last year. Each year we come out and give  
17 you an overview and summary of our annual  
18 five-year plan, and the reason that we do this  
19 is for resident participation. Although you  
20 have a new, wonderful facility here, we still  
21 would like to get your ideas and comments on  
22 some of the things we are doing.

23         The vision of the Memphis Housing  
24 Authority is for the Housing Authority to become

4

1 a national model in community revitalization.  
2 It's our mission, as an agency, to provide the  
3 community with revitalization through a seamless  
4 system of supportive services, affordable  
5 housing, and new business development.

6         Some of our goals are to increase the  
7 availability of decent, safe, and affordable  
8 housing and improve the community's quality of  
9 life and economic vitality, also to promote  
10 self-sufficiency and asset development of  
11 families and individuals. In doing this, the  
12 Housing Authority wants to ensure equal  
13 opportunity in housing for all Americans as it  
14 relates to fair housing.

15           Throughout the annual plan and the  
16 five-year plan, it deals with the Housing  
17 Authority's attempt to replace obsolete public  
18 housing stock. We'll try to guarantee housing  
19 for our current residents when we're involved in  
20 trying to replace the obsolete housing stock.

21           We are also trying to create senior  
22 citizen developments and also trying to reduce  
23 our vacancy rates among developments we already  
24 have and to increase job opportunities and

5

1 promote self-sufficiency to our residents in  
2 public housing.

3           I'm going to talk to you, briefly, about  
4 some of the documents which are attached to the  
5 annual plan that you should be familiar with  
6 once you entered into public housing. The  
7 documents I want to talk about -- it should have  
8 come along with your lease agreement, pet  
9 policy, and grievance procedure.

10           Each one of you -- when you came into  
11 public housing, you signed a lease agreement.  
12 And this agreement outlines the Housing  
13 Authority's obligations and your obligations to  
14 the Housing Authority, and I hope most of you  
15 read your lease.

16           I'm going to talk about -- I'm not going  
17 to go into the lease with you, but I want to

18 talk about the change, in addition, that was put  
19 in the lease -- proposing to be in the lease  
20 this year. It probably doesn't affect any of  
21 you sitting here today, but the addition I'm  
22 going to add is going to be a requirement in the  
23 lease for the resident's obligations that the  
24 resident in public housing not abuse alcohol to

6

1 the extent that disturbs the quality and  
2 enjoyment of other residents that live in our  
3 development.

4           You won't abuse alcohol that would affect  
5 their quality and enjoyment in their premises.  
6 In other words, if you're going to use alcohol,  
7 take it to your room and don't come out of your  
8 room and disturb anyone else, bottom line.

9           Does everyone understand that?

10                           (Residents respond affirmatively.)

11                   MR. PERRY: Is that clear?

12                   UNIDENTIFIED SPEAKER: It's  
13 clear.

14                   MR. PERRY: That's the change  
15 that we're -- in some of the developments, we  
16 have a problem with people -- someone came into  
17 my office today. He got his lease terminated  
18 because allegedly he's been drinking and went  
19 downstairs to the lobby and started fussing and  
20 making a lot of loud noises and laying on the

21 floor and all that kind of stuff. The police  
22 had to come get him. They took him out, I  
23 guess, to detox him or whatever. So we have had  
24 that happen. If you do those kinds of things,

7

1 your lease will be terminated. So don't do  
2 that.

3 Now, the other policy we have is called  
4 pet -- we do have a pet policy in public  
5 housing. You're allowed to have a pet if you  
6 pay \$300; that's a pet deposit. You can talk to  
7 your manager about it, and she can go over that  
8 policy with you. You can find -- read very  
9 carefully.

10 There's a lot of things you've got to do.  
11 The dog has to be licensed, neutered, all of  
12 that. It's very costly to have a pet doing all  
13 of those things. You have to have a little --  
14 pick up after it like a child, like a baby,  
15 almost. Okay. But we do have a pet policy if  
16 you meet all of those things in the pet policy.

17 Now, if you have a disability and because  
18 of your disability, you need an assisted animal,  
19 we won't charge you a pet deposit for that  
20 assisted animal. An example is: If you are  
21 blind and then you need a dog to assist you,  
22 then no charge for the pet; we are not going to  
23 charge you a pet deposit. You need that in

24 order to get around the facility, so there's no

8

1 charge for that; no deposit. All right.

2 Does everyone understand that?

3 (Residents respond affirmatively.)

4 MR. PERRY: Okay. It goes beyond  
5 that, too. As long as you need an assisted  
6 animal -- because it could be a cat -- but  
7 whatever it is, as long as a doctor says you  
8 need that, then it's fine.

9 Now, the next policy is the grievance  
10 procedure in public housing. If you have a  
11 problem with management and you can't resolve  
12 it, then you have a right to file a grievance.  
13 Say for instance the manager comes in and is  
14 doing an inspection and says you need to keep  
15 your house better, and you think you are doing a  
16 good job, you can file a grievance on that.  
17 Anything like that. That's the grievance  
18 procedure we have with public housing for you in  
19 order to resolve any issues you have with  
20 management. And those are the three documents  
21 you're familiar with.

22 We also have another document that you're  
23 not familiar with which is -- should be a  
24 copy -- should be in your office, and also a

9

1 copy is attached to the annual plan, and that's

2 called the ACCOP. That's a policy of the  
3 Housing Authority from the time you move into  
4 the development until the time you leave the  
5 development. It has all of the policies and the  
6 different things we do and how we should do it.

7         One of the things is that you have to get  
8 recertified annually, once a year right now.  
9 You come to the office and tell them about your  
10 income -- your family members and so forth --  
11 and if you have to use a lot of medicine.  
12 They'll give you deductions and so forth to  
13 figure out what your rent is going to be. Your  
14 rent is based on your income, right?

15                     (Residents respond affirmatively.)

16             MR. PERRY: That's once a year.  
17 All of you get recertified once a year, right?

18                     (Residents respond affirmatively.)

19             MR. PERRY: Now, when you first  
20 came into public housing, when you moved into  
21 this nice development, they did a criminal  
22 background check on you to make sure you didn't  
23 have anything real bad. Okay. They went back  
24 three years. How long has it been; it's been

10

1 three years now?

2                     UNIDENTIFIED SPEAKER: Two.

3             MR. PERRY: So '06. They haven't  
4 done a background check on you since then. What

5 we're proposing to do in the annual plan is that  
6 each year that you get recertified, it won't --  
7 we have another development that's not senior  
8 citizens only; it's a mixture of everyone.

9 I don't know if it'll really affect you.  
10 I'm just letting you know for information  
11 purposes. We will do a criminal background  
12 check each year. So when you get recertified,  
13 we'll do a criminal background check to see if  
14 you have done anything since the last year.  
15 Okay.

16 Like I said, it wouldn't affect any of you  
17 here, but it will affect people on other  
18 developments because if they do something -- for  
19 instance, if they get caught using marijuana and  
20 they get arrested, then we'll pick it up.  
21 That's a violation of your lease.

22 You can't use drugs. Alcohol is okay, but  
23 drugs are not. Marijuana, cocaine, and so forth  
24 are bad. So that doesn't apply to you. I

11

1 understand that, but I'd like you to know that  
2 for information purposes. You can't do that.  
3 If you get caught doing that, then your lease  
4 will be terminated.

5 So again, we have other developments with  
6 a different age span. Okay. So I just want you  
7 to know that. So we will be checking some other

8 things you do, but -- basically, violation of  
9 your lease agreement, but we'll -- I'm letting  
10 you know because we are doing them.

11 We're providing -- second thing I want to  
12 tell you is with the police department, we'll  
13 provide them with your names and birthday.  
14 They'll also do a check to see if any public  
15 housing tenants have been arrested. And this is  
16 also being done with our Section 8 Program.

17 So they'll run it through the computer.  
18 So if you've been arrested, they'll let us know  
19 that, too, and we'll look into it to see if it's  
20 a lease violation. If it's not a lease  
21 violation, we won't worry about it.

22 If somebody is supposed to be paying child  
23 support and don't pay it, usually they'll get  
24 picked up and arrested and put in jail. That's

12

1 not going to bother us. You should pay your  
2 child support, but it's not a lease violation.  
3 That's okay. So it doesn't affect your  
4 housing. So those kinds of things we won't  
5 consider.

6 But if you get arrested for assaulting  
7 your neighbor, we have a problem. All right.  
8 So those are the basic changes that I have to  
9 discuss with you in those documents and the  
10 things I think you should know.

11           Next, we'll have Ms. Partee who will give  
12 you a brief summary about the programs we have  
13 in public housing, and some of the things on  
14 this list, she's not going to go over, but she  
15 will give you an overview on other things.

16                       MS. PARTEE: Thank you, Mr. Perry.  
17 Good morning. My name is Jackie Partee. I  
18 know probably half of you, and many of you did  
19 come from public housing, so you're aware of  
20 some of the programs and services that we  
21 already provide. But the Memphis Housing  
22 Authority coordinates and promotes any program  
23 that's going to enhance your economic and  
24 self-sufficiency, and we do that for all of our

13

1 residents.

2           We have a Family Self-Sufficiency  
3 Program. We have a program that's called the  
4 SHAPE that is facilitated through an  
5 organization called RISE. We have residents who  
6 don't work, who must perform community services  
7 on the developments now. We have a training  
8 that we do, and I think your manager may have  
9 provided that training. We call it the Tenant  
10 RISE Orientation and that's where we talk to you  
11 about how to operate the stove, the  
12 refrigerator. We talk to you about  
13 housekeeping, paying your rent on time.

14           We also have gone into partnership with an  
15 organization called Urban Strategies; they're  
16 out of St. Louis, Missouri. The reason we're in  
17 partnership with that agency is because those  
18 residents who have been relocated from Dixie  
19 Homes, University Place -- many of them want to  
20 return to the property. And in order to return  
21 to the property, there's certain criteria you  
22 must meet. And so this agency, Memphis HOPE,  
23 provides case management services to residents  
24 who have been relocated, and they help them to

14

1 maintain their status so they can return to the  
2 property they were relocated from.

3           We also have at 700 -- because you all  
4 know what's going on in the employment arena and  
5 the economy -- we have what's called a Resident  
6 Employment and Training Center for residents.  
7 So if we have a resident that loses their job or  
8 wants to improve their employment, they can come  
9 to the Resident Employment and Training Center.  
10 They also get to meet with a counselor. If they  
11 need to get their GED or high school diploma,  
12 the counselor will help them.

13           Additionally, we have a program that's  
14 called the Executive Director's Scholarship  
15 Program. It's for our youth that are in 12th  
16 grade who are interested in going on to higher

17 education, and we help them with money.

18           We have Boy Scouts on our developments; we  
19 have Girl Scouts on our developments. We have a  
20 program that's called the GOAL Card program,  
21 G-O-A-L, and it's for our youth in school who  
22 don't necessarily make good grades, but we want  
23 them to, and we want them to attend school. So  
24 this program was developed to give them

15

1 incentives so that they would go to school every  
2 day, and they would strive to make better  
3 grades.

4           And in doing that, their grades should  
5 improve, and they go to this GOAL Card Program,  
6 and for every improved grade, they get a point,  
7 two or three. And we have a store that they can  
8 use those points, put them together, and they  
9 can buy items from the store. And we can verify  
10 that this program is working for our students.  
11 They are going to school; they are doing better  
12 in school.

13           The RISE Foundation also provides a  
14 program that's called Save Up. And when you  
15 join that program, it's because you're  
16 interested in homeownership or you need a car  
17 and you save. You have to work, but for every  
18 dollar you save, they match it with two  
19 dollars. And so this is for people who are

20 working, and we're trying to help them to become  
21 self-sufficient.

22           We have home health services. Those  
23 services go -- they're in our high-rises as well  
24 as on the development. MIFA -- we don't have as

16

1 many congregate meal programs where they bring  
2 the meals in. Because of budget cuts, they have  
3 elected to provide home delivered meals.

4           We also have a senior companion and a  
5 homemakers program, and I think you all know  
6 about that program, the senior companion and  
7 homemakers.

8           That's basically all I have.

9           Anyone have any questions about anything I  
10 said?

11                           (No response.)

12           MS. PARTEE: Thank you.

13           Yes, ma'am?

14                           UNIDENTIFIED SPEAKER: What do  
15 you have to do to become a companion or a  
16 homemaker? I was interested in that before, but  
17 I never got a hearing.

18                           MS. PARTEE: See me after the  
19 meeting, and I'll give you a number you can  
20 call.

21                           UNIDENTIFIED SPEAKER: Okay.

22 Thank you.

23 MR. SWINDLE: Good morning. My  
24 name is Mike Swindle. I'm here to represent the

17

1 Capital Improvements Department for the Housing  
2 Authority. All right.

3 This particular facility -- we don't have  
4 anything planned because most of your capital  
5 improvement needs or maintenance is done by the  
6 facility firm that handles the facility. So  
7 I'll just give you a brief overview of what we  
8 have planned for the other developments within  
9 the Housing Authority's portfolio. All right.

10 Capitol Improvement is -- what we do is --  
11 it varies from big to small items. For this  
12 particular development, what we did -- we did  
13 the demolition of the old housing that was here  
14 before this building was built.

15 During the process of building this  
16 building, the Housing Authority functioned more  
17 like a bank, so we kind of oversaw those funds  
18 to make sure they were being spent on what we  
19 expected it to be spent on in building this  
20 building.

21 For the houses that are next to you here,  
22 we did the construction and the development of  
23 those units. So that's -- we put in doors and  
24 anything else -- in bulk. We don't really focus

1 on the little small items that maintenance do.

2 Let me move on to the other developments.

3         If you look at the other low-rises and the  
4 high-rise -- in the short-term, what we have  
5 planned for the low-rises -- in particular, say  
6 Cleaborn -- at Cleaborn, right now, we have a  
7 lot of units that are vacant -- not a lot; I  
8 said a lot but about 30 units that are vacant or  
9 heavily damaged, so we're looking to go into  
10 those units possibly in the near future here,  
11 and rehab those units. All right.

12         Over at Foote, we're looking at putting on  
13 some new roofs and -- we have water coming in on  
14 those units. And as far as the high-rises, what  
15 we have in this plan year for Borda and for  
16 Venson, we're looking at putting on new roofs.  
17 We don't have a lot planned for the other  
18 high-rises, Jefferson and Barry -- not right  
19 now. It may change over time.

20         And in the long-term for those high-rises,  
21 those four high-rises and those two low-rises,  
22 we're looking at a project called the Triangle  
23 NOIR. What Triangle NOIR -- that includes the  
24 demolition of the two low-rises. Okay. We're

1 looking to revitalize those areas and possibly  
2 the disposal and sale of four high-rises. All

3 right. That's in the long-term. We're talking  
4 a ways on down. We've got a ways to go. And  
5 let me see.

6 Other than that, we just have some small  
7 items for the other developments such as G. E.  
8 Patterson Pointe, Askew Place; we're looking at  
9 putting in some security doors. And one other  
10 low-rise I haven't talked about is Montgomery  
11 Plaza. We've just finished up around --  
12 improvements -- site improvements and unit  
13 improvements.

14 We've put in some new windows and some new  
15 doors. And right now, that's considered a  
16 viable development. So in the future, we're  
17 probably looking into putting more funds in that  
18 development. And that's all I have.

19 Any questions?

20 (No response.)

21 MR. SWINDLE: Thank you.

22 MS. PHILLIPS: Good morning. I'm  
23 Luretha Phillips, and in the HOPE VI office. I  
24 work as part of the redevelopment team to tear

20

1 down the old public housing and rebuild new  
2 mixed-income communities. We've had four HOPE  
3 VI grants to date for over a hundred and  
4 twenty-two million dollars starting with the  
5 LeMoyne Gardens, Lamar Terrace, and Dixie Homes.

6           We've completed two of those projects, and  
7 the new sites -- if y'all get out and about,  
8 you'll see the new sites that have been  
9 developed. We're currently working on  
10 completing the University Place, which is the  
11 old Lamar Terrace as well as -- we're working on  
12 the first two phases for our Legends Park site  
13 which is the old Dixie Homes.

14           The Housing Authority's goals for the HOPE  
15 VI Program is to improve the living conditions  
16 of public housing families. We do that through  
17 construction of more decent, safe, and sanitary  
18 housing, affordable, and for the HOPE VI sites,  
19 market-rate housing, as well.

20           It's also to enhance the quality of life  
21 outcome for our seniors through development of  
22 senior-only facilities; this being one for  
23 seniors 62 and above. We have four approved  
24 facilities, and we're looking at the feasibility

21

1 of developing one more, and that would be at the  
2 Legends Park HOPE VI site.

3           We're looking at increasing job  
4 opportunities for working families at our  
5 HOPE VI sites as well as helping those  
6 work-bound families with their self-sufficiency  
7 goals. And of course, that's coordinated  
8 through Ms. Partee at the human services

9 office.

10 And the final goal is to increase  
11 homeownership opportunities for families whose  
12 goal is to purchase a home. All right.

13 In this plan year, in order to sale,  
14 dispose, transfer any public housing land, you  
15 must develop an application and submit that  
16 application to HUD to get their approval. In  
17 this year, we've planned applications for  
18 additional HOPE VI funds; that is to redevelop  
19 additional public housing developments as they  
20 are identified.

21 But the disposition applications and  
22 amendments that we plan to submit in this plan  
23 year -- one will be for the Legends Park site.  
24 There is a FedEx Family House that's being

22

1 constructed on the Legends Park site at the  
2 corner of Ayers and Poplar.

3 What the FedEx Family House is -- it's  
4 similar to the concept of the Ronald McDonald  
5 House or the Grizzlies House. It is for  
6 patients -- families of patients that are being  
7 seen long-term at Le Bonheur Hospital. And  
8 we're in partnership with Le Bonheur and  
9 Methodist Hospital to develop that facility.  
10 And it'll be paid for by FedEx.

11 The Uptown Commercial -- we're looking at

12 disposing of three and four acres there to bring  
13 a drugstore, develop 22 market-rate homes, and  
14 to develop a restaurant at the Uptown Commercial  
15 Center. It's located at Danny Thomas and Mill  
16 Avenue.

17         Also, I've mentioned the Venson Park  
18 Senior Facility. We have to submit a  
19 disposition application in order to build  
20 another senior facility at the Legends Park  
21 Site. We plan to develop a Lease-Purchase  
22 Program and an acquisition and Housing  
23 Conversion Plan.

24         The lease-purchase for the nine homes --

23

1 we had ten; we've sold another. But there are  
2 nine homes remaining at Uptown. Those homes  
3 have not sold within the period that we  
4 anticipated, so we're going to submit a plan to  
5 HUD to purchase those homes, for sale homes, and  
6 to convert them to rental homes. So those are  
7 nine single-family rental homes that will be  
8 added to the public housing inventory.

9         Construction is underway for our first  
10 phase of Legends Park. It's called Legends Park  
11 East. That's the development of a hundred and  
12 thirty-four multifamily housing units.  
13 Fifty-two of those will be for public housing  
14 families.

15           Legends Park Commercial -- the first floor  
16 will be commercial and retail, and the upper  
17 floors will be 24 market-rate units. It's sort  
18 of like the live-work space. You live upstairs,  
19 and you could work downstairs. Those will be  
20 the development of 24 units there.

21           Plans are also underway for Legends Park  
22 West. That's the third phase of the Legends  
23 Park site, and we're going through the  
24 preliminary plans and budgets and everything to

24

1 develop that area, as well -- that phase.

2           For the Uptown Development, again, I  
3 mentioned that we're going to be looking at  
4 building some additional market-rate homes.  
5 Another one hundred and seventeen of the homes  
6 will be built. At the end of the day, we hope  
7 to have another -- well, a total of a hundred  
8 and seventy-five units -- market-rate houses  
9 that are built in Uptown.

10           We have three hundred and seven public  
11 housing units and another two fifty-three  
12 hundred of affordable housing, and then we're  
13 going to build some additional market-rate  
14 houses.

15           I've mentioned the grocery store, and  
16 we're looking at negotiating with our developer  
17 who is communicating with a local grocer to

18 relocate to that area because there's not a  
19 grocery store in that immediate area.

20 Ford Road, Crockett Place, Montgomery --  
21 Swindle mentioned those sites, and Latham  
22 Terrace was developed in 2006, so we don't have  
23 any new plans for that. No plans -- physical  
24 improvements for this area, as well.

25

1 College Park was developed and completed  
2 in 2002, so there are no physical  
3 improvements -- no additional physical  
4 improvements planned for that area.

5 That pretty much summarizes the physical  
6 activity that we have planned. The Housing  
7 Authority also -- as I've mentioned, we have  
8 homeownership units; we have four -- well,  
9 actually three -- Homeownership Programs that  
10 I've mentioned through the Housing Authority.

11 Families of -- the one that we'll be  
12 building next is McKinley Park. McKinley is in  
13 this general area. It's across the street from  
14 Askew Place, and we're going to build 30 homes  
15 in that area. We'll start in the coming months,  
16 six weeks or so, with the first four model  
17 homes, and then we'll build -- as homes are  
18 sold, we'll build additional homes until we  
19 reach the 30.

20 As relative to the general Homeownership

21 Program guidelines, the family can qualify for  
22 down payment assistance either through the  
23 Housing Authority or through the City of  
24 Memphis. The City offers up to \$10,000, and the

26

1 Housing Authority offers additional  
2 homeownership -- a down payment assistance on  
3 top of that.

4 The family must complete a Homeownership  
5 Training Program, and a minimum of one percent  
6 must come from the family's own savings, either  
7 through the Family Self-Sufficiency Program or  
8 through the RISE Program and acceptable  
9 employment and credit history.

10 We also have the SHAPE Program that the  
11 Housing Authority administers, and that also has  
12 some -- its own guidelines. The Housing Choice  
13 Voucher holder must be a current voucher holder,  
14 must -- for at least a year.

15 The household income must be fourteen  
16 thousand one hundred, and the household income  
17 for a disabled family who has a Section 8  
18 voucher must be ten thousand five hundred. And  
19 also that family is required to participate in a  
20 Homeownership Training.

21 That's pretty much all of the activities  
22 that we have planned under the HOPE VI Program,  
23 and I'll be around for a little bit if anyone

24 has any questions.

27

1 MR. PERRY: That concludes our  
2 presentation. Would anyone like to make a  
3 comment?

4 (No response.)

5 MR. PERRY: All right. We  
6 appreciate you all coming out, and thank you  
7 very much, and we're looking forward to seeing  
8 you again next year. Thank you.

9 (The meeting concluded at  
10 approximately 10:44 a.m.)

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1 C E R T I F I C A T E

2 STATE OF TENNESSEE:

3 COUNTY OF SHELBY:

4 I, LASHAWN LYONS, Certified Court

5 Reporter and Notary Public, Shelby County,

6 Tennessee, CERTIFY:

7 1. The foregoing proceedings were taken  
8 before me at the time and place stated in the  
9 foregoing styled cause with the appearances as  
10 noted;

11 2. Being a Court Reporter, I then reported  
12 the proceedings in Stenotype to the best of my  
13 skill and ability, and the foregoing pages  
14 contain a full, true and correct transcript of  
15 my said Stenotype notes then and there taken;

16 3. I am not in the employ of and am not  
17 related to any of the parties or their counsel,  
18 and I have no interest in the matter involved;

19 4. I FURTHER CERTIFY that this transcript  
20 is the work product of this court reporting  
21 agency and any unauthorized reproduction and or  
22 transfer of it will be in violation of Tennessee  
23 Code Annotated 39-14-149, Theft of Services.

24 WITNESS MY SIGNATURE, this, the \_\_\_\_ day  
of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Lashawn Lyons  
CCR, Court Reporter and  
Notary Public\*\*\*\*\*

22 My commission expires:

23 June 20, 2012

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MEMPHIS HOUSING AUTHORITY  
FY2005-2009 PHA PLAN  
&  
ANNUAL PLAN FOR FY2009  
DEVELOPMENT HEARING  
MONTGOMERY PLAZA  
Wednesday, January 21, 2009

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H & N COURT REPORTING  
P.O. Box 41971  
Memphis, Tennessee 38174

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APPEARANCES  
MHA LEGAL COUNSEL:  
MR. GREG PERRY

5 CAPITAL IMPROVEMENT NEEDS:  
6  
7 MR. MICHAEL SWINDLE  
8  
9 PHA COMMUNITY SERVICE  
10 and SELF-SUFFICIENCY  
11 PROGRAMS:  
12 MS. JACQUELINE PARTEE  
13  
14 HOPE VI GRANTS  
15 DISPOSITION:  
16 MS. LURETHA PHILLIPS  
17  
18 OPERATIONS &  
19 MANAGEMENT:  
20 MR. WILLIAM WEBB  
21  
22 ASSET MANAGER:  
23 MR. LARRY CLAXTON  
24  
25 PROPERTY MANAGER:  
26 MS. HALEY  
27  
28 ASSISTANT MANAGER:  
29 MS. LITTLE  
30  
31  
32 REPORTED BY:  
33 MS. CATHY A. HASTINGS-NICKELSON  
34 Court Reporter, CCR

3

1 MEETING COMMENCED AT APPROXIMATELY 3:13 P.M.

2 MR. PERRY: My name is Gregory Perry  
3 and I want to welcome you to our annual PHA  
4 2009-2010 annual planning session. I'm glad to be  
5 with you here on behalf of our executive director,  
6 Mr. Robert Lipscomb, to this planning session.

7 As you know, each year we come out and

8 present to you our plans for the upcoming year.  
9 This is the time that we do that. So we're going  
10 to have a sign-in sheet to pass around for each one  
11 of you to sign in and sign out. I'd like for you  
12 to do that.

13 Since there's not that many of you here  
14 today, I'm going to do this a little bit different,  
15 I'm going to ask you to stand and give your name  
16 and your address. Can we do that?

17 Introduce yourself and give your name and  
18 address. The court reporter can -- speak real loud  
19 so the court reporter can hear.

20 MR. HENDERSON: Melvin Henderson, 71  
21 West Olive, Apartment 2.

22 MS. MILLER: Bonnie Miller, 1392  
23 Kansas, Apartment 2, six years a resident.

24 MR. PERRY: Thank you.

4

1 MS. BRISTER: Lorine Brister, 115  
2 Goodloe, Apartment 2.

3 MR. PERRY: How many years have you  
4 been here?

5 MS. BRISTER: Let me see, 21 years.

6 MS. JACKSON: Emma Jackson, 152  
7 Goodloe, three and a half years.

8 MR. PERRY: Thank you.

9 MS. ANNETTE BATTIE: 131 Goodloe,  
10 Apartment 1.

11                   MR. PERRY: How many years have you  
12 been a resident here?

13                   MS. BATTIE: Thirty-six years.

14                   MS. DeSHAY: Dianesia DeShay, 1392  
15 Kansas, Apartment 2, six months.

16                   MR. PERRY: Thank you. A new  
17 resident.

18                   MR. COBB: Patrick Cobb, 136 Goodloe,  
19 Apartment 1, one year.

20                   MS. BLAKELY: Rose Blakley, 136  
21 Goodloe, Apartment 2, two and a half years.

22                   MR. PERRY: Thank you.

23                   MS. HART: Kisha Hart, 1428 Kansas,  
24 Apartment 2, this is my second year.

5

1                   MS. WILLIAMS: Mildred Williams, 1428  
2 Kansas, Apartment 1, two years.

3                   MR. PERRY: Thank you.

4                   MS. PYPIN: He's visiting. Christine  
5 Pipkin, 1416 Kansas, Apartment 2, as a resident.

6                   MR. PERRY: How long have you been  
7 here?

8                   MS. PIPKIN: I've been there for the  
9 last 12 years.

10                   MS. PARTEE: No, ma'am, how long have  
11 you lived here?

12                   MS. PIPKIN: I've been here 35  
13 years.

14 MR. PERRY: Okay. I'm glad to meet  
15 all of you. We have a good blend of young  
16 residents and some older residents that have been  
17 here. Now we're going to get started.

18 Does everyone have an agenda?

19 (No response.)

20 MR. PERRY: All right. So we're  
21 going to try to follow the agenda. Again, I  
22 welcome you on behalf of the executive director,  
23 Robert Lipscomb. My name is Gregory Perry. I am  
24 the staff attorney for the Housing Authority and we

6

1 have other staff here, too.

2 Let me say this, everybody listen up real  
3 carefully, only one person at a time can talk and I  
4 will give you an opportunity to talk. Right now  
5 the staff will make its presentation to you.

6 We have a court reporter here and she told  
7 me to remind you that when we ask for comments, and  
8 so forth, that you stand and give your name and  
9 then speak, okay? She has to record all of this.  
10 Everything you say here today is being recorded,  
11 okay? So that way we can keep everything on  
12 record.

13 Now I don't think I have any  
14 announcements. The Mission, the Mission of the  
15 Memphis Housing Authority hasn't changed since I've  
16 been doing this presentation: To drive community

17 revitalization through a seamless system of support  
18 services, affordable housing and new business  
19 development. That's our mission.

20           Our goal: Our goal is, number one, to  
21 expand the supply of assisted housing. Also, our  
22 goal is to improve the quality of assisted housing  
23 that we, in fact, already have.

24           Our goal and objectives on public housing

7

1 is to increase the assisted housing that you have  
2 and that's our Section 8 program. One of the  
3 goals, also, is to provide you with an improved  
4 living environment for you and I say that both  
5 economically and socially.

6           One of our biggest goals is for you to  
7 become self-sufficient. We want you to be able to  
8 move out and buy your own self a house, if that's  
9 what you want to do. Some of you choose to rent,  
10 that's fine. Those of you who want to buy your  
11 house, we will make you self-sufficient where you  
12 end up doing that. Those are our basic goals and  
13 objectives here at the Housing Authority.

14           Number 1, again, we're going to be provide  
15 you decent housing. That's top priority for us.  
16 Two, make you economically self-sufficient because  
17 if you have a nice house with no money, that  
18 creates a problem. We want you to have a nice  
19 house, plus economically we want you to be

20 economically self-sufficient; buy what you want;  
21 buy you your house.

22           We do have some houses at Memphis Housing  
23 Authority that are for sale. We want you to know  
24 that. We're really pushing them because we're

8

1 trying to sell some houses. So those of you who  
2 have income to buy a house, we recommend that you  
3 talk to us to see if we can't get you in a house.  
4 But those are our goals and our mission.

5           The Executive Summary, we're not going to  
6 have an executive summary at this time. I'm going  
7 to go right on into some of these changes that  
8 we're proposing in the Annual Plan and some of the  
9 documents.

10           As you can see on your agenda, that's  
11 going to be the lease agreement, pet policy and,  
12 also, I was talking about changes in ACCOP. First,  
13 let's cover the lease agreement.

14           How many of you have a copy of your lease  
15 agreement? That's one person. I'm going to pass  
16 out the proposed lease agreement for this year. I  
17 think I have enough copies for everyone.

18           Okay. I know that all of you have signed  
19 a lease or have a lease. This is a proposed lease  
20 and it's very similar to the lease that you have  
21 already. The lease comes in two parts, as you  
22 know. There is a Part II that has the specific

23 information on the lease. It's in the back. It's  
24 proposed changes in Part II of the lease.

9

1           In Part I of the lease, the major change  
2 that we have, I want you to turn to Page 7. And  
3 you don't have to really read it but I'm going to  
4 turn to this fine print. I'm going to be talking  
5 about this very carefully. Those of you who want  
6 to follow along, Page 7, and if you go to Page 8  
7 and go to Letter L, those of you who want to follow  
8 along.

9           And then go to Number 3 and I'm going to  
10 talk to you. Number 3 it says: Any abusive or  
11 pattern of abuse of alcohol that affects the  
12 health, safety -- premises by other residents.

13           What that means, simple language, is that  
14 the residents, you're required to refrain -- this  
15 is a HUD requirement, not a public housing  
16 requirement before I get started -- that you have  
17 to refrain from having a pattern of alcohol abuse,  
18 meaning you can't get drunk, go out and disturb  
19 your neighbor. It's very simple.

20           Drinking in your house is perfectly fine,  
21 but you can't go out and get sloppy drunk and go  
22 out to the next door neighbor, be falling around  
23 and knocking on their door. Do you understand  
24 that? You can't do that.

1           If you do that, you're subject to  
2   eviction. That's one of the changes. That's a  
3   public housing change. So if any of you have a  
4   pattern of abuse of alcohol that affects the  
5   health, safety of residents, you can be evicted.

6           In other words, this is about the alcohol  
7   portion, you can't do anything to disturb your  
8   neighbor. In fact, you shouldn't have your radio,  
9   your boom box, playing so loud it disturbs your  
10  next door neighbor, all right? Always be  
11  considerate. Try not to disturb your neighbor.  
12  That's one of the changes and this has to do with  
13  alcohol.

14           Now another change -- and these changes,  
15  again, that I'm telling you about are required by  
16  HUD -- and that is that if you are convicted of a  
17  crime somewhere else -- this doesn't apply to you  
18  all. You all have been here.

19           Let's say you were convicted of a crime in  
20  Illinois five years ago, and you fled that state  
21  and you come here to live and we find out about it  
22  and it was a felony, we have a right to terminate  
23  your lease, but that doesn't apply to any of you.

24           BONNIE MILLER: Excuse me, I have a

1   question on that behalf, don't you all check  
2   backgrounds before a person moves into a

3 development?

4 MR. PERRY: We do check backgrounds  
5 but we only go back so many years. But I'm saying,  
6 for instance, we check a background and we missed  
7 it. Somebody moves in that committed a crime in  
8 the State of Illinois six years -- well, five years  
9 ago; they have committed a felony, a crime, and  
10 they didn't want to go to court, avoid prosecution,  
11 left; didn't want to go to jail; came here and  
12 moved. If we find out about it, we can evict him.

13 BONNIE MILLER: With that being said,  
14 okay, you have a neighbor that's a convicted  
15 criminal or child abuser or --

16 MR. PERRY: You have to say your  
17 name. That's the ground rules.

18 MS. MILLER: Bonnie Miller. I  
19 apologize. So like I said, with that being said,  
20 all of us got a past. I don't think nobody in here  
21 don't have a past, but now you're a convicted felon  
22 and you live next door to a person, you didn't do  
23 the proper work to check their background, you know  
24 what I mean? The person living next door to that

12

1 person --

2 MR. PERRY: We do that, we do  
3 properly check backgrounds.

4 MS. MILLER: Apparently not. Because  
5 if I'm living next door to a person and I got

6 little children and they're a child pedofor (sic,)  
7 you know what I mean, and then you say, well, we've  
8 got the right to evict you. That person shouldn't  
9 been over there no way.

10 MR. PERRY: Well, this is what --  
11 this is a little bit different situation. Anybody  
12 coming to public housing, we do a background check;  
13 we do a background check, okay? So we check  
14 convictions and if you -- and because you have a  
15 conviction doesn't mean you can't get into public  
16 housing. You've been convicted of something,  
17 served your time and then you can get into public  
18 housing,

19 MS. MILLER: But you also can be put  
20 out for next to nothing.

21 MR. PERRY: That's very true, but the  
22 change here is that if you have -- if you're  
23 fleeing prosecution from another state where you  
24 committed a crime and it's a felony and you're

13

1 trying to run somewhere else to keep the police  
2 from catching you, and end up somehow in public  
3 housing and we find out about it, we terminate the  
4 lease.

5 MS. MILLER: Don't get me wrong, I  
6 believe some people pay for their mistakes and I  
7 believe some people deserve a change. Bottom line  
8 is the background check because I wouldn't be in

9 Memphis Housing Authority right today if they  
10 didn't do a background check.

11 MR. PERRY: We do a background check.

12 MS. MILLER: Thank you. I'm fixin'  
13 to sit down now.

14 MR. WEBB: Mr. Perry, question, just  
15 for clarification on that new rule, flight risk; is  
16 there a three-year --

17 MR. PERRY: No, it's not three years  
18 because you're running to keep from being  
19 prosecuted. I'm glad you bring that up, because  
20 there is another change, which is really a change  
21 in ACCOP and I want to make sure everyone hears  
22 this, the Housing Authority is going to do  
23 background checks when you get recertified  
24 annually.

14

1 When you get recertified, we're going to  
2 do a background check again. Because, again, if we  
3 missed you when you first came in or you got in  
4 trouble in between that time -- we did your  
5 background when you came in three years ago and  
6 then a year after being in public housing, you go  
7 out and commit a murder, okay? We don't find out  
8 about it; it could happen; don't read the  
9 newspaper.

10 We do a background check on your annual  
11 recertification and it pops up, we're going to take

12 action against you. Especially drugs. You know  
13 the Housing Authority does not allow the use of  
14 drugs, no marijuana, right? Can't smoke it.  
15 Bottom line, you get caught; you're in trouble,  
16 okay? You get put out. It's not legal yet.

17           So, for instance, if you come into public  
18 housing and for some reason a year later you get  
19 hooked up with the wrong individual and they're in  
20 your apartment and they're smoking and they get  
21 busted for drugs and the police take everybody.  
22 Sometimes they take everybody.

23           You get charged, okay? We're not going to  
24 know about that unless we read the paper or

15

1 something happens. Somebody usually tells it. So  
2 we're going to know about it. So when you come to  
3 your recertification and we do a background check  
4 and a criminal record is going to pop up. When it  
5 pops up, you're going to give us grounds to take  
6 action at that time.

7           Also, take it a step further, we also  
8 receive from the Memphis Police Department that  
9 they send information through here every night  
10 about 12 o'clock what's happened with arrests in  
11 public housing, okay? We provide them with certain  
12 information, your name, so forth, and they provide  
13 us with whoever has been arrested. They notify  
14 us. That's daily.

15           So we also do it daily; I want you to know  
16 that. So we check your background. The lease says  
17 you can't do certain things. It says criminal  
18 activity is a violation of the lease; drug related  
19 activity is a violation of the lease. You're going  
20 to be checked. I want you to know that. We check  
21 everybody.

22           Sometimes there's a glitch and we won't  
23 pick it up until the end of the month, but then  
24 once we it's been reported -- everyone in public

16

1 housing is checked for whatever reason, child  
2 support, anything. So we won't take action against  
3 you unless it violates the lease agreement. We  
4 want you to know that. We check every day, daily,  
5 constantly. Okay?

6           And that's also in ACCOP. We change ACCOP  
7 to tell you that we're do a criminal background  
8 check annually and also daily, okay? Does everyone  
9 understand that?

10                   (Residents respond affirmatively.)

11           MR. PERRY: Next major change is the  
12 pet policy. We have a pet policy in public  
13 housing. Most of you know that. You can have a  
14 pet but we require you go through certain  
15 procedures. I'm giving you this because it does  
16 cover the pet policy.

17           The pet policy is very simple. You have

18 to pay a deposit; you have to have your pet  
19 vaccinated, licensed, so forth. You can't let your  
20 pet go down and goes to the bathroom. Take a  
21 little scoop and scoop it up, so forth. Your pet  
22 can't mess up our premises.

23           The change in that policy is if you have a  
24 disability of some type that the doctor says that

17

1 you need to have an assisted animal with you to  
2 help you with your disability, then we're not going  
3 to charge you a deposit as long as the doctor says  
4 you have to have it. We'll verify it and waive the  
5 deposit. It has to be required because of some  
6 disability, though. That's a change in the rules  
7 and regulations of our pet policy.

8           For instance, someone who is blind and who  
9 has an assisted animal to help them, then we're not  
10 going to charge a pet deposit because they need  
11 that. It goes a little further than that, but  
12 that's a good example. I won't give you all the  
13 medical reasons, but I'm going to use that example  
14 right there. That's the change in the pet policy.

15           I believe I pointed out the change in the  
16 lease agreement; pet policy; ACCOP, those are the  
17 basic changes in ACCOP. And I think that's it.  
18 Those are the major changes I have.

19           Any questions?

20           MR. PATRICK COBB: Y'all changed the

21 pet policy, but you don't change the price on  
22 the --

23 MR. PERRY: No, the price is still  
24 the same.

18

1 UNIDENTIFIED SPEAKER: That's too  
2 much money. Can you make like partial payments?

3 MR. PERRY: I don't think they will  
4 accept partial payments, no. Let me say this --

5 MR. COBB: Who in Memphis Housing has  
6 300 dollars to pay up front. Everybody in here  
7 probably on fixed income anyway.

8 MR. PERRY: Let me say this because  
9 you said something that was a good point. The  
10 reason why we're here is we're coming here to get  
11 your comments. You said it's 300 dollars and  
12 you're probably right. I guess if you save up  
13 while you're here for awhile -- it's only a  
14 one-time deposit.

15 MR. COBB: What if we can't save it  
16 up?

17 MR. PERRY: You can't have a pet  
18 until you get it saved up. Let me say this, if you  
19 think 300 dollars is too high, too steep, you have  
20 the right to make these comments. That's why we're  
21 here. You can say: I think you should reduce your  
22 pet policy to "X" amount, okay? You have a right  
23 to make that comment.

24 We're going to consider that comment. As

19

1 I said, again, we may or may not make that change,  
2 but you have a right to make that suggestion. The  
3 reason why she's here is because it's going to be  
4 recorded, all the comments you make or responses  
5 you make, okay?

6 And like I said, we're going to --  
7 sometimes you make suggestions and it has been  
8 changed. Might be that for some reason we couldn't  
9 reduce it down and we have to justify why we don't;  
10 why we're not going to reduce it down. They might  
11 say, well, let's lower it, okay? I just want you  
12 to understand that.

13 Now we've got your comment and you want  
14 the amount of the deposit reduced?

15 MR. COBB: Correct.

16 MR. PERRY: I understand that; she's  
17 got that; that's one of your comments.

18 UNIDENTIFIED SPEAKER: He said  
19 partial payments.

20 MR. PERRY: Okay, not reduced but --

21 MR. COBB: Can you reduce it and can  
22 you make partial payments.

23 MR. PERRY: Okay, can we reduce it  
24 and make partial payments.

20

1 MS. MILLER: My name is Bonnie Miller

2 and I'm not an animal lover, but I don't knock  
3 nobody that's being an animal lover; I don't knock  
4 that, but what I'm saying is addressing y'all,  
5 putting this forward, there's other issues than  
6 besides animals. Come on, let's be real, we got  
7 more problems than besides -- I'm not tryin' to cut  
8 you off or nothin' like that; I'm not tryin' to cut  
9 nobody off.

10 MR. PERRY: Let me say this, what  
11 we're here to do today is to address the Annual  
12 Plan. Now if you can -- if you have other  
13 problems, when we get through with this  
14 discussion --

15 MS. MILLER: No, I'm saying what I  
16 feel to say. It doesn't have to do --

17 MR. PERRY: If it has something to do  
18 with the lease and pet policy or the Annual plan,  
19 then this is the time to say that.

20 MS. MILLER: Lease, yes, I own a  
21 lease.

22 MR. PERRY: What's the problem that  
23 has to do with the lease?

24 MS. MILLER: Okay, you know, I don't

21

1 wanna bring this up or mention it, but almost two  
2 years ago I lost my son. You know, I went into  
3 turmoil, you know.

4 MR. PERRY: Okay, what change do you

5 want in the lease; do you want to change your  
6 lease?

7 MS. MILLER: In fact, I feel like  
8 that the Memphis Housing Authority should be more  
9 lenient on people that lose their loved one. They  
10 did not support me when I lost my son, you know  
11 what I mean? That was my love.

12 MR. PERRY: Okay.

13 MS. MILLER: You know what I mean?  
14 So I said that to say this, you know what I mean,  
15 my son meant a lot to me. I can't bring him back.  
16 So I said that to say this, we got bigger issues  
17 out here besides animals. I'm not knockin'  
18 nobody.

19 MR. PERRY: Here's what I want you to  
20 do, on the bigger issues that you have, I want you  
21 to write your comments on the big issues that you  
22 have, okay?

23 All right. That's all I have on the lease  
24 and pet policy. Next we'll have Ms. Partee talking

22

1 about what I talked about earlier, self-sufficiency  
2 and also the community services.

3 MS. PARTEE: Good evening. My name  
4 is Jacqueline Partee and the Director of Human  
5 Services with the Housing Authority and I'm here to  
6 talk to you about community services and  
7 self-sufficiency.

8           How many of you all are aware of your  
9 responsibility of work? If you're not -- you're  
10 aware of your responsibility of working. That's  
11 what the community service requirement is, it's a  
12 mandate from HUD that if you don't work, you have  
13 to perform eight hours of community service a  
14 month.

15           If you're elderly, 62 or above or disabled  
16 with a doctor's statement that specifies that you  
17 are unable to work, you don't have to perform  
18 community service. But if you don't work at least  
19 30 hours a month, you must perform community  
20 services. That is to be in compliance with your  
21 lease.

22           If you're not performing these hours and  
23 reporting them to your manager, your manager could,  
24 and probably will, recommend that your lease is

23

1 terminated. Does everybody understand that? It's  
2 a mandate from HUD and so it is a law and we have  
3 to follow through with that, okay?

4           How many of you are familiar with the  
5 Family Self-Sufficiency Program? How many of you  
6 are members of the Family Self-Sufficiency  
7 Program? How many of you know about the Family  
8 Self-Sufficiency Program?

9           Okay, the Family Self-Sufficiency Program  
10 is a program that helps you with developing goals

11 and objectives for you to become self-sufficient  
12 and part of that is entering into an agreement that  
13 you will work and meet with the Family  
14 Self-Sufficiency Program as required.

15           Now that program is set up for working  
16 families, and if you work, you know, your rent is  
17 going to be of a certain amount because you work.  
18 But what the Family Self-Sufficiency Program does  
19 for you is if you work and you receive an increase  
20 in your salary, that increase means your rent is  
21 going up, but if you're in the Family  
22 Self-Sufficiency Program, that increase will go  
23 into an interest-bearing account.

24           We will hold that money until you've

24

1 finished your five years or less in the Family  
2 Self-Sufficiency Program. This program also is to  
3 help you in getting off of public assistance. Like  
4 if you're AFDC or you're receiving food stamps, you  
5 would have to be off of that program for one year  
6 and if you have money in your Family  
7 Self-Sufficiency account, the Housing Authority  
8 will refund you that money and you can do anything  
9 you want to do with that money.

10           We've given as little as 100 dollars to as  
11 much as 1500 dollars to residents who complete  
12 their goals and objectives in the Family  
13 Self-Sufficiency Program and who have gotten raises

14 on their jobs.

15           Doesn't that sound like a nice program?

16 All we ask you to do is to work, work and prove to  
17 your supervisor that you're a good employee and you  
18 deserve a raise. So when you get that raise, that  
19 money goes into an account, but you have to be in  
20 the Family Self-Sufficiency Program to be able to  
21 benefit from the program.

22           Are you all familiar with the other  
23 programs that the Housing Authority provides? Some  
24 of you may be receiving Case Management. That

25

1 comes from a grant that we receive from HUD and we  
2 have two grants and they provide social services to  
3 residents that are (inaudible) recipients or if  
4 you're on disability and you need some assistance;  
5 if you're elderly and you need someone to help you  
6 with home health services or someone to help you  
7 get transportation or filling out forms, that's  
8 what that Case Management would do.

9           If you are a relocated resident from Dixie  
10 Homes, which is now Legends Park, or Lamont  
11 Terrace, which is University Place, and I see  
12 someone who was relocated, there's certain criteria  
13 you're going to have to meet in order to go back to  
14 those properties.

15           So you should have a case manager. If you  
16 don't have a case manager, you need to call me so I

17 can get you a case manager because that case  
18 manager is going to work with you and make sure you  
19 can meet the requirements to return to the  
20 property. Those are Hope VI properties, so you  
21 have to have certain -- you have to meet the  
22 guidelines for returning.

23 Right here at Montgomery Plaza one of our  
24 programs is a Boy Scout program. Do you all see

26

1 that program on the property?

2 (Several residents respond  
3 negatively.)

4 MS. PARTEE: Well, they meet on  
5 Saturdays, so it's been cold so maybe they haven't  
6 been coming out. 1400 Kansas is the address of  
7 that program. We also have agreements with Home  
8 Health Agency that will come out and assist you  
9 with your home health services.

10 They will also come out and help you with  
11 any housekeeping issues you may have. So if you're  
12 having problems with your housekeeping, the manager  
13 or the assistant manager can call me and we can get  
14 what they call the E-Team out here to help clean  
15 your unit up one time because after that it's on  
16 you. We're trying to help you pass the  
17 housekeeping inspection so you can continue to  
18 remain in the housing.

19 One of our goals is to promote

20 self-sufficiency to assist the families and  
21 individuals. What we want to do is to increase the  
22 number, a percentage of employed persons, in  
23 assisted families. We want to provide or attract  
24 supported services to improve resident

27

1 employability and independence for the elderly or  
2 families with disabilities.

3           We plan to implement and coordinate Case  
4 Management services that link all households in  
5 public housing with the appropriate services, such  
6 as training, employment, and the other thing has to  
7 do with the Self-Reliance Agreement.

8           Are you all familiar with the Family  
9 Self-Reliance Agreement if you're in Case  
10 Management, you should have signed a Self-Reliance  
11 Agreement.

12           We also have programs in our highrises,  
13 other programs out on the developments. We have a  
14 clinic; we have computer classes; we have a Goal  
15 Card program for our youth where they receive  
16 incentives for good citizenship; for staying in  
17 school; for making good grades.

18           It's not just a program for those children  
19 who make good grades, but it's a program to  
20 insentivize these children who don't make good  
21 grades to make good grades. So we developed a  
22 program called a G-O-A-L, goal, not gold, G-O-L-D.

23           What happens in that program is they earn  
24 points when they get better grades on their report

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1 cards and they can use those points to purchase  
2 items in the store that we have. That program now  
3 operates at LeMoyne Gardens -- excuse me, College  
4 Park and at Foote and we're in the process of  
5 trying to expand those services to another  
6 development.

7           Have you all heard of the Rise  
8 Foundation? They have what's called a Save-Up  
9 Program. For every dollar you save is matched with  
10 two dollars. So that means you have three dollars  
11 for saving one dollar. But you have to be a  
12 member; you have to join that program with the Rise  
13 Foundation and it's called Save-Up.

14           We also have Meals-On-Wheels and maybe  
15 some of you all are receiving Meals-On-Wheels. The  
16 program we have now is totally for people who are  
17 homebound who live either on our developments or in  
18 our highrises. But you have to be 52 to receive  
19 those meals five days a week.

20           We have homemakers and we have senior  
21 companions and we're always looking for residents  
22 who are interested in employment to come and apply  
23 for those positions. Our homemakers and our  
24 companions generally work in the highrise, but if

1 there is a resident out on a property that needs  
2 homemaker services or senior companion, we can make  
3 that happen.

4           What we can do is hire someone on the  
5 property to see the residents on the property and  
6 that's what we do in the highrises. Out senior  
7 companion in the highrise program, basically  
8 operates in the highrises, but if we have someone  
9 on the development that needs those services, we  
10 would be glad to provide them.

11           That's about it. That's what we have as a  
12 part of the many programs that the Housing  
13 Authority is trying to implement. And we have  
14 other agencies that work with us such as Mustard  
15 Seed that provides a computer program; the Y.W.C.A.  
16 that also provides a computer training program; the  
17 Women's Foundation that works with funds, rather,  
18 out of Case Management Services for Memphis Hope  
19 and Memphis Hope is an entity that was developed  
20 through a grant that the Women's Foundation raised  
21 to pay for that service and they hired other staff  
22 to provide those social services.

23           So did anybody have any questions?

24           MS. PIPKIN: I'd like to ask a

1 question.

2           MS. PARTEE: Yes, ma'am.

3 MS. PIPKIN: The question that I  
4 would like to ask on behalf of the senior citizens,  
5 is like when the first of the month or the second  
6 week in the month, like when they need  
7 transportation to go to the grocery store, you  
8 know, to get 'em some food and things. I would  
9 like that number so we can give it to the seniors.

10 MS. PARTEE: Okay.

11 MS. PIPKIN: That would help. We  
12 have some but nobody ...

13 MS. PARTEE: Thank you, Ms. Pipkin.  
14 Anyone else?

15 (No response from residents.)

16 MS. PARTEE: Thank you for listening.

17 MR. WEBB: Thank you, Ms. Partee.  
18 Good evening everyone. My name is William Webb.  
19 I'm Director of Asset Management from Memphis  
20 Housing Authority. I'm basically over -- I have  
21 oversight of the property management and the  
22 maintenance portion for MHA.

23 I want to start off by saying I'm not  
24 going to stand before you long, but certainly I

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1 want to start off by letting you all know that for  
2 not only Montgomery, but all of the other  
3 properties I want to let you know, since I'm here  
4 at Montgomery, let you all know your property  
5 manager, Ms. Haley; your assistant manager

6 Ms. Little; the foreman, which you have new  
7 foreman, she's not here right now, but your asset  
8 manager, Larry Claxton, for the properties here and  
9 we've all pledged to try and make our customer  
10 service better this year, meaning, you know, we're  
11 trying to improve on the customer service side of  
12 how we do business.

13           We know and understand that is a vital  
14 part of, you know, performing our of overall duties  
15 for the Agency and we want to be able to when you,  
16 as a resident, contact MHA for an emergency repair  
17 need, we want to be able to say that we've been  
18 able to come out within a 24-hour time period and  
19 we've either repaired that item or we've done  
20 whatever we need to do to resolve it.

21           I will say that over the years, and in the  
22 past, we fell short of that. I'll be the first to  
23 say from reports and the calls that I get from  
24 central office, from some of the residents, lead me

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1 to believe that they were falling short. We're  
2 certainly, this year, going to make a concerted  
3 effort to do that.

4           Some of the comments that you heard prior  
5 to me coming up here from our staff attorney,  
6 Mr. Perry, and also our Director of Human Services,  
7 Ms. Partee, in the way of community service and in  
8 the way of the lease -- lost my train of thought.

9 For the -- Greg?

10 MR. PERRY: ACCOP?

11 MR. WEBB: No, not ACCOP. In any  
12 event, for the community service I just want to  
13 make sure that you all do understand the importance  
14 of if you don't work, you must perform eight hours  
15 of community service. It's not a thing that we're  
16 asking you to do, it's a requirement that HUD is  
17 saying that each resident who lives in public  
18 housing must perform that.

19 So I certainly want to make sure that you,  
20 if you're under the age of 62 and you're not  
21 working and you're not exempt, then that is  
22 something you have to do. Otherwise the Agency has  
23 to issue, we're obligated by HUD, to issue you a  
24 lease cancellation.

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1 We don't want to terminate anyone for  
2 community service, but HUD has mandated that. So I  
3 want to stress that again to those of you all who  
4 aren't working and are under the age of 62 or  
5 medically exempt.

6 The other thing that I was trying to  
7 remember is on the recertification for, you know,  
8 felonies. If you've committed a felony within the  
9 past, last year we started our recertification and  
10 issuing background checks.

11 So three years ago, two years ago that

12 wasn't in place. It is in place now. So certainly  
13 we want to make sure that you all are aware of  
14 that. I think the young lady had a concern or a  
15 question in regard to that and we didn't start this  
16 until a year ago.

17           So that's one of the reasons why there may  
18 have been somebody who may now be in public housing  
19 who may have committed something two years ago  
20 since they've been in public housing and we didn't  
21 know about it, but now going through the annual  
22 recertification, we will find out about it.

23           So I did want to reiterate those items to  
24 you all and let you also know if you have any

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1 customer related issues; you have any concerns  
2 where your unit is concerned, repair needs, things  
3 of that nature, you all know your first line of  
4 defense or line of communication is your property  
5 management.

6           So if you meet with them; you share your  
7 complaint; you don't get any response, then your  
8 next line of communication is your asset manager  
9 and he just walked through the door, Larry  
10 Claxton. If you get with Mr. Claxton and you don't  
11 get it resolved, then I'm the next line of  
12 communication.

13           So I certainly want to ask you all to work  
14 with us in that and if, you know, there's an

15 emergency need, or even a nonemergency need and you  
16 already expressed that with management and nothing  
17 gets done, please feel free to go through the chain  
18 of command because we certainly want to do our best  
19 this year from a customer service standpoint to try  
20 and improve that area.

21           Is there any questions, any comments?

22 Yes, ma'am?

23           MS. ARNOLD: I was asking when  
24 they're gonna put our lights back out here on the

35

1 senior side right here?

2           MR. WEBB: Actually, I'm going to  
3 allow Michael Swindle, who is our Director of  
4 Capital Improvement, to address that. As you all  
5 have been aware in the past year we've been making  
6 improvements, site improvements, to Montgomery and  
7 there was a glitch where we had to actually stop  
8 that process and we're about to pick that back up  
9 and Mike can actually share with you all what the  
10 scheduled time line is for the remainder of the  
11 project.

12           Yes, ma'am?

13           MS. BLAKLEY: I have a question. My  
14 name is Rose Blakley. About community service,  
15 this year I would have been working for two years  
16 with the help of Hope VI and my job four months  
17 we're work spread through and when -- some time we

18 work like probably like three -- probably three  
19 weeks --

20 MR. WEBB: Less than 30 hours.

21 MS. BLAKLEY: So community service  
22 still is required?

23 MR. WEBB: What you need to do is you  
24 need to get with your property manager and you need

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1 to explain your schedule and she'll be able to tell  
2 you at that point based on the requirements if you  
3 have to perform anything in the interim. So please  
4 get with her if your hours slack up.

5 MS. BLAKLEY: Okay.

6 MR. WEBB: Any other questions?

7 MS. PIPKIN: I would like to ask with  
8 the five-year plan, the last time -- this  
9 five-year, we're talking about this yellow -- brown  
10 stuff around the walls when they did the paint job  
11 on all the resident apartments, we see some of the  
12 apartments ain't got this brown stuff at the edges  
13 when they got through painting.

14 They said they was gonna come back and  
15 send somebody to put this little brown stuff around  
16 the walls because when they did my house -- and  
17 it's 21 more houses in here that ain't got this  
18 little brown stuff around the walls and they gave  
19 us a time limit when they expected to come back and  
20 redo that and we've been waitin' for them to come

21 back and put that brown --

22 MR. WEBB: Ms. Pipkin, you're  
23 referring to this (indicating?)

24 MS. PIPKIN: Yes.

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1 MR. WEBB: That's the baseboard. I'm  
2 going to let Mr. Swindle speak in regard to that  
3 because he'll be able to tell us what the time line  
4 is for the contractor to come back.

5 MS. PIPKIN: We got some apartments,  
6 we're talking about the tiles, for the last 20, 30  
7 years the tiles is comin' up off the floor and  
8 we're asking some changes on that if possible.

9 MR. WEBB: Okay. We'll get with  
10 Larry Claxton our asset manager, as well as with  
11 the property manager, and identify those areas and  
12 get that taken care of. Thanks for bringing that  
13 up, Ms. Pipkin.

14 Any other questions?

15 (No response from residents.)

16 MR. WEBB: All right. At this time  
17 I'll turn it over to Mike Swindle.

18 MR. SWINDLE: Thank you, William. My  
19 name is Mike Swindle. I've been around the Memphis  
20 Housing Authority about five years. I represent  
21 the capital --

22 UNIDENTIFIED SPEAKER: We can't hear  
23 you.

1 months. I've represented the capital improvements  
2 group. What we do is we do, I guess, some of the  
3 major work within the -- within the properties.  
4 Not all of it now. There's -- well, major repairs  
5 and stuff like that. New development, we're kind  
6 of weaning away from that. All that's done by the  
7 mixed develop -- mixed partnerships.

8           But, okay, think about what we do now over  
9 the past, say, nine months we've been responsible  
10 for, within this development, the site  
11 improvements, the windows, the doors, that kind of  
12 stuff; the subsurface work; putting the dumpster  
13 pass, the guards around the dumpsters; asphalt; new  
14 sidewalks, that kind of stuff.

15           I know over this -- over the construction  
16 we've probably caused your power to go out or hit  
17 your water line or something like that, and I  
18 apologize for that. We don't intentionally do it,  
19 we're just working along and sometimes we make  
20 mistakes.

21           MS. MILLER: And the mud.

22           MR. SWINDLE: And the mud?

23           MS. MILLER: A lot of us lost some  
24 shoes in that mud. Some of us got sunk in that

1 mud.

2 MR. SWINDLE: Okay.

3 MS. PIPKIN: I have one more question  
4 to ask and maybe you can clear this up. We'd like  
5 to, on all them switch boxes that are the lights  
6 inside the house, operate the, you know, the  
7 appliances in the house, some of the switch boxes  
8 in there when the lights go off, it will turn off,  
9 you know, the switch thing in the -- the little  
10 switch things for the water and heat. Some of the  
11 brakers were out.

12 The man said that it might need replacing  
13 them; to check 'em out; you know, the switch box  
14 would go off, the lights would go off. So be on  
15 the safe side because we do not want, you  
16 know, y'all apartments to catch on fire without  
17 being on the safe side with those switch boxes for  
18 the lights and appliances in the house. We would  
19 like that checked out.

20 MR. SWINDLE: Yes, ma'am. You have a  
21 particular unit, Ms. Pipkin?

22 MS. PIPKIN: I've been meanin' to ask  
23 that question when I come to the meeting, so I'm  
24 asking the question so you all might be able to put

40

1 us all on the same basis on the same side so we can  
2 keep our apartment, not nothin' going wrong on  
3 behalf of the tenants.

4 MR. SWINDLE: Yes, ma'am. Well,

5 right now we're doing a physical assessment of all  
6 the units and I know we've done about eight of the  
7 buildings so far, and throughout the next couple of  
8 weeks we'll try and continue the rest of them.

9           Now we did have an electrical assessment  
10 done about a month or two ago and identified all  
11 those problems that you're talking about, but I'm  
12 not sure which units they were having problems  
13 with.

14           MS. PIPKIN: We got some in the unit  
15 because the inspector came to my apartment and some  
16 more of the units, but there's one braker went out  
17 and the man came in. It slipped off. When that  
18 happens like that they have to come back and turn  
19 it back on. So maybe we need to reschedule and  
20 replace it when it slides because that's what I  
21 want to be checked out.

22           The brakers was sliding and there might  
23 got some more that need to be checked out because  
24 we had a tenant and she stayed in her unit and her

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1 house caught on fire and it was from the wires.

2           Thirteen years ago when I stayed up the  
3 walkway at 1398, if it had not been for Mr. Polk,  
4 them wires up in the loft would've set us on fire;  
5 all them units. They'd come on and go off; come on  
6 and go off.

7           So one more day the whole unit would've

8 been on fire, the electrical wires up in the top of  
9 the house. So they came and fixed it. We were  
10 glad they did because we had lights out and the  
11 brakers went out, too, so we got that cleared up;  
12 talking to the management.

13 MR. SWINDLE: Which unit are you in?

14 MS. PIPKIN: 1416 Kansas, #2.

15 MS. PARTEE Thank you, Ms. Pipkin.

16 They got it.

17 MR. SWINDLE: Yes, ma'am, we'll check  
18 it out for you. But right now we're doing an  
19 assessment of each unit. So we're going through  
20 each unit to see what physical deficiencies we have  
21 and then we'll address those as a combination of  
22 things. From that point we'll move into our  
23 scheduling of that work for the next year.

24 Okay, I know last year Bob was here and he

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1 probably told you the same thing that I'm going to  
2 tell you now, our capital funds over the years are  
3 steadily decreasing. That's the trend. It may  
4 change and with the new presidency, I'm not sure,  
5 but that's the plan. That's our plan for  
6 Montgomery, okay?

7 As far as other developments when we talk  
8 about Cleaborn and the older developments like this  
9 one and the highrises, what we're looking at in the  
10 near future, or somewhere within the next -- the

11 next five-year plan is a project called Tran-Lenor  
12 (phonetic.) What we're looking for in that project  
13 is, is going in and looking at the demolition of  
14 Foote and Cleaborn and the sale of the highrises.

15           As far as the newer properties we -- I  
16 don't have any major plans for those except minor  
17 stuff. Probably putting in some irrigation over  
18 there at Askew Place. We're looking at security  
19 doors at G.E. Patterson Pointe and Askew Place. We  
20 also did the same thing at Uptown.

21           MR. WEBB: Do you have a schedule of  
22 starting the work here at Montgomery?

23           MR. SWINDLE: For?

24           MR. WEBB: For completing the work.

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1           MR. SWINDLE: For the lights, they're  
2 currently working on this side of the property,  
3 property side of Kansas, okay? And the schedule, I  
4 saw a schedule that said around the middle of  
5 February to have it all complete, but I think they  
6 may push more into the end of February, 1st of  
7 March.

8           So we'll have that completed. That should  
9 also wrap up within the next month. We should have  
10 Tomlin Street complete because I saw the asphalt  
11 trucks out there today. That should be complete.  
12 The only remaining work that I'm aware of -- I  
13 think they finished up the mailbox kiosk. That's

14 pretty much all I have as far as -- do you all have  
15 any questions?

16 (No response from residents.)

17 MS. PHILLIPS: Good afternoon. My  
18 name is Luretha Phillips and I'm the Hope VI  
19 manager. I work with a team of other Housing  
20 Authority staff and developers to redevelop public  
21 housing. If you're familiar with the Hope VI  
22 sites, those are the projects that I work with,  
23 demolishing and bringing back new developments.

24 The primary goals under Hope VI for the

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1 2009-2010 year will continue to work to improve the  
2 conditions of public housing for our families that  
3 will be moving back to the Hope VI sites. It also  
4 includes enhancing the quality of life for seniors.

5 We have four designated senior only  
6 facilities at University Place, at College Park, at  
7 Magnolia and at Latham, and we will research the  
8 feasibility of doing senior only facilities. Those  
9 seniors 62 and above and those seniors that may  
10 also be disabled and that is possibly a development  
11 at Legends Park which is the old Dixie Homes.  
12 Those plans have not been determine yet, but we  
13 will be researching the feasibility of doing that.

14 Again, Ms. Partee may have mentioned this,  
15 increasing job opportunities for working families;  
16 helping families with their self-sufficiency

17 program, goals, and those are for families that are  
18 workbound and increase home ownership opportunities  
19 at our Hope VI sites.

20           We also look at planned activities,  
21 additional planned activities, for the 2009-2010  
22 year. We make application to HUD for additional  
23 Hope VI funds. That may be available. HUD will  
24 have to notify us if a -- will issue a notice of

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1 funds availability and we will apply accordingly  
2 for additional Hope VI funds to redevelop more  
3 public housing -- excuse me, more mixed income  
4 housing, which contains public housing units.

5           We'll prepare a disposition application  
6 and/or disposition application or amendments.  
7 That's a process that we have to undergo. HUD  
8 requires it before we can either transfer, dispose,  
9 sell public housing developments or demolish, we  
10 must submit the proper application to get HUD  
11 approval to do that.

12           The disposition applications that we  
13 already have submitted and we will either do a new  
14 application or an amendment for Uptown commercial  
15 center. Some of you may have heard, or throughout  
16 presentations last year, we said that we would  
17 build a commercial center at Uptown.

18           The first phase of that we will undergo in  
19 the next few months and that is development of a

20 Walgreens, so we're going to -- that's at Uptown  
21 near Danny Thomas. We're in negotiations now with  
22 Walgreens so that they can build a site there.

23           Additional activities at that site will  
24 have a restaurant. We'll sell land so that a

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1 restaurant can be developed, specialty shops and a  
2 small grocery store. The Housing Authority's  
3 developer is in communication and negotiation with  
4 a local grocer to bring a grocery store to that  
5 area.

6           We also submitted a disposition  
7 application for additional family rental units and  
8 we've submitted one for the commercial building at  
9 Legends Park, and the other dispositions  
10 applications that we are working on now to submit  
11 to HUD this year, some time before July, is for  
12 Methodist LeBonheur. It's called FedEx House.

13           What that is going to do is to provide 24  
14 suites for -- sort of like a Ronald McDonald  
15 House. It's a home sort of like a hotel for  
16 families being treated at LeBonheur. These are the  
17 families of patients at LeBonheur. We're going to  
18 dispose of a portion of that land, about three  
19 acres, so that Methodist and LeBonheur Hospital can  
20 develop the FedEx House.

21           Increase -- as I mentioned, increased  
22 ownership opportunities for public housing

23 residents. We have the Uptown site that we  
24 developed 110 homes. We sold 100 of those homes

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1 and we still have 10 to sell. So if any of you are  
2 interested in home ownership opportunities, that  
3 may be an opportunity for you to purchase a home  
4 over there.

5           We're going to start construction of the  
6 McKinley Park Homes. Those homes will be located  
7 on the site of the Cleaborn Homes development,  
8 across the street from Askew Place. That will be  
9 30 homes. Five of those homes have been identified  
10 for residents of the former Dixie Home site.

11           We're targeting home ownership  
12 opportunities for all the public housing for sure,  
13 but five of those homes have been identified for  
14 sale to eligible Dixie Home residents, former Dixie  
15 Home residents.

16           We're going to, this year, complete the  
17 construction of the third phase of the family  
18 rental units that's over at University Place. We  
19 finished two phases, the senior facility first, and  
20 then we had a second phase that's 151 units.

21           We have actually completed all 151 units  
22 and they've all been leased, but the last phase  
23 will be finished this year. That's 136 units, 26  
24 of those are for public housing families.

1           We started the first on-site phase of  
2 Legends Park. It's called Legends Park East at the  
3 corner of Decatur and Poplar and those units will  
4 be finished some time this fall and leased  
5 hopefully in the third and fourth quarter of this  
6 year.

7           We plan to develop an application for HUD  
8 approved for a lease/purchase program. The Housing  
9 Authority does not currently have a lease/purchase  
10 program, but we're researching other cities so we  
11 can try and get one here for those families that  
12 are interested in home ownership but may not be  
13 quite ready for home ownership but are working  
14 towards that.

15           This program is not authorized, but the  
16 application will be submitted this year and before  
17 June 30, 2010, we hope to have a program that HUD  
18 can approve.

19           Also, in the upcoming plan year MHA, as  
20 Ms. Partee mentioned, we have a separate alliance  
21 agreement and the Housing Authority, through our  
22 social service department, will continue to monitor  
23 the implementation and compliance of the  
24 Self-Reliance Agreement.

1           At a Hope VI site, as you may know -- as  
2 some of you may know, the work required is 30 hours

3 a week. That's a requirement to move in, as well  
4 as to maintain occupancy at a Hope VI site; enroll  
5 in job training, and/or educational program is also  
6 a requirement and you are exempt if you are a  
7 senior, 62 and above, or disabled.

8           Some of our, what we consider our  
9 significant achievements in 2008, we've completed  
10 the infrastructure and site preparation work for  
11 the McKinley Park Homes. That's what I mentioned  
12 to you, the 30 homes that are going to be built  
13 across the street from Askew Place.

14           We completed, as I mentioned, the Uptown  
15 single family homes. That was 110 of those; 100  
16 public housing units. We will start construction  
17 phase three of University Place and we started  
18 construction on a commercial building at Legends  
19 Park. The commercial building will have 24  
20 market-ready units and on the lower floor will have  
21 commercial and retail space. And, of course, we  
22 started construction, as I mentioned, on Legends  
23 Park East.

24           We also have plans for securing additional

1 funds for construction and these are to build  
2 additional market-ready units at Uptown. The plan  
3 there was to build about a third public housing  
4 units, a third affordable and we're working toward  
5 that other third market-ready units and that's to

6 balance the neighborhood to have closer to a true  
7 mixed income environment.

8           We're going to, also, secure additional  
9 funding from the City, the Community Redevelopment  
10 Agency in the City of Memphis, for the pending  
11 development of that Walgreens, not for the  
12 Walgreens itself but the site preparation work and  
13 infrastructure work.

14           We're going to move forward with the plans  
15 to develop another 22 homes on that commercial  
16 property, as well as a grocery store. So those  
17 things are coming and the construction -- intended  
18 construction deadline is for about a year. So you  
19 will see some improvement definitely there before  
20 2010.

21           We've completed 58 of the market-ready  
22 homes; we have 117 left to build. I mentioned the  
23 lease/purchase program and the University Place  
24 home ownership program is currently on hold because

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1 of economic times, tough economic times. We have  
2 to rethink how we complete the balance of the  
3 University Place site, so we have put on hold the  
4 construction of any additional homes.

5           We're just going to, of course, continue  
6 to move forward with the rental, but because of the  
7 economy we've pulled back on the homes for  
8 University Place, but we're going to move forward

9 with the homes to be built at McKinley Park.

10           And just some general home ownership  
11 program guidelines, for any home that the Housing  
12 Authority is part of developing and administering  
13 of the programs, families that make application may  
14 qualify for downpayment assistance, either from the  
15 Housing Authority, Hope VI program or the City of  
16 Memphis.

17           It's for low to moderate income families,  
18 those families matching with incomes of 80 percent  
19 of area medium income and it's based on a family of  
20 four. The rate of downpayment for the homes varies  
21 with the price of the home. Basically the homes  
22 for McKinley are in the 85 to about 110, 120  
23 thousand range.

24           The City of Memphis now has an assistance

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1 program that you can qualify; you can get  
2 downpayment assistance from the Hope VI program and  
3 the Housing Authority administers that. You also  
4 may qualify for an additional 10 thousand dollars  
5 from the City of Memphis. That kind of goes a long  
6 way for assisting a family with affording a home.

7           There's a minimum one percent homeowner  
8 cash contribution, meaning that you must come up  
9 with one percent of the downpayment. And that can  
10 come from your own savings, as Ms. Partee  
11 mentioned, the Family Self-Sufficiency Program and

12 any contributions from Rise.

13           The completion of -- you must complete a  
14 qualified home ownership training program and there  
15 are many home ownership training programs locally,  
16 but you must complete a homeowner training  
17 program. The Uptown Resource Center is one.

18           And, also, if you qualify -- if you want  
19 to purchase a home in McKinley Park and you qualify  
20 for the home, they have, as part of the  
21 requirement, the work provides the homeowner their  
22 training portion for the McKinley Park Homes and  
23 acceptable employment and credit history based on  
24 what your lender requires. If your lender, you

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1 know, required it, they will do a credit check and  
2 background check, but that is based on the  
3 requirements of the lender.

4           We also have a program, ownership  
5 programs, through the Shea Program, that's  
6 Section 8 homeowner assistance program. The  
7 Section 8 requirements, family can't convert their  
8 rental voucher for a mortgage assistance voucher  
9 for 15 years and you must be a housing voucher  
10 holder or current voucher holder.

11           The adult head of household, or spouse,  
12 must have been continuously employed for one year.  
13 Employment requirements are waived for disabled  
14 families.

15           Household income must be at least 14,100  
16 for disabled families and the income must be at  
17 least 10,500 (sic) and you also must complete a  
18 home ownership training program as required by the  
19 Section 8 program requirements.

20           Those are pretty much the activities that  
21 we're working on and plan to administer and  
22 continue to administer in the 2009-2010 plan year.  
23 Do any of you have any questions?

24           MS. MILLER: Yes, I do. You're

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1 talking about developments and I can't leave this  
2 out, the development needs a basketball court and a  
3 playground over here. We talk about our elderly  
4 and one day I hope to be that age, a senior  
5 citizen. But what about our youth? When they took  
6 away the basketball court, they took away a lot of  
7 youth.

8           MS. PHILLIPS: Let's see if there's  
9 someone that can address that question.

10           MR. SWINDLE: What we're looking at,  
11 this assessment that we're doing now, we're looking  
12 at the viability of this development and what we're  
13 going to do once we kind of look at the --

14           MS. MILLER: Could you stand up? I  
15 can hardly hear you, if you don't mind.

16           MR. SWINDLE: Sure. This assessment  
17 we're doing now we're looking at making a

18 determination whether it's worth it to keep putting  
19 money into this development based on its age,  
20 condition and all that stuff.

21           So based on that assessment, from what  
22 I've seen just from looking at the first eight  
23 buildings, it seems to be in pretty good shape. So  
24 I think this upcoming -- I can't promise that, I

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1 have to take it back to my executive director, but  
2 if he approves, we'll be looking at a basketball  
3 court and playground for this upcoming -- within  
4 this year, this upcoming spring or summer,  
5 something like that.

6           MS. MILLER: Well, I appreciate  
7 you're being honest with me because I also heard  
8 something, too, about the basketball court and  
9 playground, you know what I mean? Be that as it  
10 may, you know, it's our youth; they're the future.

11           And believe it or not I live right next  
12 door to what used to be a basketball court. I  
13 loved seeing them out there playing ball from this  
14 size to on up to this size (indicating.) They got a  
15 future, you know what I mean? Don't take that away  
16 from our youth.

17           MR. SWINDLE: No, we're not trying to  
18 take anything --

19           MS. MILLER: What about the little  
20 ones on the playground? They have to have

21 something for the youth, you know, so let's  
22 consider that. They have to have something to do.  
23 They may go on to the pros, you know what I mean;  
24 yeah, I used to know him; you know what I mean? So

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1 don't take that away from them.

2 MR. SWINDLE: That's right.

3 MS. PARTEE: I'm going to come to  
4 your next resident association meeting and if you  
5 will be there and we can talk about what kind of  
6 programs and make sure other families come and have  
7 the children come to the meeting and we can talk  
8 about programs that y'all want to develop for your  
9 youth. We can do that, but you have to come to the  
10 meeting. We can work on that.

11 MS. MILLER: Okay. Believe that.

12 MR. PERRY: That concludes the staff  
13 presentation. Now if you have anything you would  
14 like to ask or comment on we're going to let you do  
15 that at this time. We'll try to address -- I think  
16 we've answered everything along through the  
17 presentation, but if you have anything else that  
18 you want to address, we're going to give you the  
19 time to do that.

20 Also, if you'd like to send in any written  
21 comments, you may do that, also. Address your  
22 written comments to the Executive Director,  
23 Mr. Robert Lipscomb, 700 Adams, Memphis, Tennessee.

24 Anything you'd like to add, anything?

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1 (No response from residents.)

2 MR. PERRY: Let me say this, if you  
3 have any issues regarding your individual  
4 apartment, then we're going to have the resident  
5 manager take those issues up, take your name, but  
6 anything that has to do with the Annual Plan, I  
7 want you to address that at this time.

8 What's your name?

9 MS. HART: My name is Kisha Hart this  
10 question is are we being held responsible for paint  
11 fading or if we wash the wall and it gets wiped  
12 off?

13 MR. PERRY: Say that again, please.

14 MS. HART: I'll rephrase the  
15 question: If we're a person that does actively  
16 continues cleaning the household and there's paint  
17 peeling from cleaning or if there's fading areas  
18 where it's cleaned constantly, like in the ceiling  
19 area as far as grease that may back up on your  
20 ceiling in an area, are we going to be held  
21 responsible for that?

22 MR. PERRY: Let me ask you to do  
23 this, you can talk to her after this meeting,  
24 one-on-one. She's going to sit right here, these

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1 two managers are going to be here to address your

2 individual problems.

3 MS. HART: She nodded at me, so I  
4 believe that was my understanding. Thank you.

5 MR. PERRY: On the lease agreement,  
6 like I said, it's you all that are responsible  
7 for -- you're never responsible for wear and tear.  
8 Beyond normal wear and tear, you're responsible.

9 If you take a bat and break out a window,  
10 you're responsible for it. If the window just  
11 falls out because it has loose paint, so forth,  
12 you're not responsible for it, okay? So I want you  
13 no know that. Only for things that go beyond  
14 normal wear and tear. If it's just the age of the  
15 apartment, you're not responsible for those, okay?

16 Anything else on the Annual Plan?

17 MS. ARNOLD: Martha Arnold. I would  
18 like to -- I was wondering, are we gonna have the  
19 same yard people this year? Because they don't  
20 have no respect for nobody's yard, nobody's. I  
21 don't care what you put out there, they tear it  
22 up. They just come through and just destroy  
23 whatever you got.

24 MR. PERRY: The asset manager will

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1 take note of that on the lawn service this year.  
2 We'll look at that. She's going to talk to you  
3 after the meeting about that, also, but we will  
4 look into that.

5 MS. PIPKIN: Will the Plan --

6 (inaudible.)

7 MR. PERRY: Right. We're also going  
8 to, by Monday, either Friday -- there may already  
9 be one here. Is there a Plan here already? By  
10 Friday there will be a plan, Annual Plan, will be  
11 at your residence office for you to pick up and  
12 read if you like.

13 It's about 50 pages, but the Plan and all  
14 the attachments of the Plan, the lease agreement,  
15 changes, ACCOP that we talked about, the pet  
16 policy, it will be in your residence office Monday  
17 for you to look at your leisure, okay?

18 Anything else?

19 (No response from residents.)

20 MR. PERRY: All right. At this time,  
21 we're going to adjourn the meeting. We thank you  
22 for coming out and we really appreciate you. You  
23 are our clients, our residents, and we really  
24 appreciate you.

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1 If you have any problems, again,  
2 Mr. William Webb is the person you contact  
3 regarding his staff. Thank you for coming out.  
4 Hope to see you again next year.

5 (The meeting was concluded at  
6 approximately 4:35 p.m.)

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1 C-E-R-T-I-F-I-C-A-T-E

2 STATE OF TENNESSEE:

3  
4 COUNTY OF SHELBY:

5 I, CATHY A. HASTINGS-NICKELSON, Certified  
6 Court Reporter and Notary Public, Shelby County,  
7 Tennessee, CERTIFY:

8 1. The foregoing proceedings were taken  
9 before me at the time and place stated in the  
10 foregoing styled cause with the appearances as  
noted;

1. Being a Court Reporter, I then  
reported the proceedings in Stenotype to the best  
of my skill and ability, and the foregoing pages

11 contain a full, true and correct transcript of my  
12 said Stenotype notes then and there taken;  
13 3. I am not in the employ of and am not  
14 related to any of the parties or their counsel, and  
15 I have no interest in the matter involved;  
16 4. I FURTHER CERTIFY that this transcript  
17 is the work product of thie Court Reporting Agency  
18 and any unauthorized reproduction and/or transfer  
19 of it will be in violation of Tennessee Code  
20 Annotated 39-14-149, Theft of Services.

21  
22 WITNESS MY SIGNATURE, this, the \_\_\_\_\_  
23 day of \_\_\_\_\_, 2009.

24  
25 \_\_\_\_\_  
26 Cathy A. Hastings-Nickelson  
27 CCR, RPR, Court Reporter and  
28 Notary Public\*\*\*\*\*

29 My Commission Expires:  
30 July 27, 2011

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2 MEMPHIS HOUSING AUTHORITY  
3 FY2005-2009 PHA PLAN  
4 &  
5 ANNUAL PLAN FOR FY2009  
6 DEVELOPMENT HEARING  
7 UNIVERSITY PLACE  
8 Wednesday, January 28, 2009  
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APPEARANCES

MHA LEGAL COUNSEL:

MR. GREGORY PERRY

PHA COMMUNITY SERVICE AND SELF-SUFFICIENCY  
PROGRAMS:

MS. JACQUELINE PARTEE

CAPITAL IMPROVEMENT NEEDS:

MR. MICHAEL SWINDLE

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Reported by: Lesley L. Spence, CSR

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P R O C E E D I N G S

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(The meeting commenced at  
approximately 3:18 p.m.)

MR. PERRY: My name is Gregory  
Perry, and I'm with the Memphis Housing  
Authority, the staff attorney for the Memphis  
Housing Authority. On behalf of our executive  
director, Mr. Robert Lipscomb, we welcome each of  
you to our annual and five year planning session  
for your development.

Each year, the Housing Authority  
goes to all the different developments and  
apartment complexes which we own to present to

15 those individuals a brief summary of our annual  
16 and five year plans, and that's what this meeting  
17 is about today. We're going to tell you about  
18 what we have planned for the upcoming year at the  
19 Housing Authority, the Memphis Housing Authority.

20                   So this is not a mandatory  
21 meeting, but we would like for you to be here and  
22 listen because we will take the comments that we  
23 receive from you and perhaps next year implement  
24 some of those things and some of those changes.

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1 We may or may not, but it could possibly happen.  
2 Sometimes the residents tell us things, and then  
3 from what they tell us, we make some changes in  
4 our plan or we add that to our plan. So do you  
5 understand what this meeting is about now?

6                   THE RESIDENTS: Uh-huh.

7                   MR. PERRY: All right. This is to  
8 let you know the organization -- in a well run  
9 organization, you have a plan of how you're going  
10 to get from Point A to Point B. The Memphis  
11 Housing Authority has a plan to get us from Point  
12 A to Point B.

13                   We go out every year to our  
14 residents, to the people who we work for, to let  
15 them know what our plan is for the upcoming year

16 and usually for the next five years. So that's  
17 what this meeting is about. And again, I'm  
18 delighted each one of you came out to this  
19 meeting, and we appreciate you taking the time to  
20 come to the meeting. And we're going to try to  
21 not hold you very long.

22 Now, we have a court reporter here  
23 who is taking down everything that I am saying.  
24 She will also take down everything that you say.

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1 If you have any comments or suggestions, she'll  
2 take those down. And then what we'll do is the  
3 staff will go back, and we will look at them. It  
4 will be about 50 or 60 page when we get through,  
5 hopefully no more than that today. We'll read  
6 those pages. We'll look at the comments that you  
7 make, and we will consider those comments in  
8 putting together our annual plan.

9 The annual plan should go out for  
10 public comments on Monday. It will be at the  
11 library and at Memphis Housing Authority where  
12 you can look at the plan in its entirety. The  
13 plan is very, very, very large. The plan itself  
14 is probably -- just the documents that we have to  
15 make the plan is probably this (indicating)  
16 thick. But there are numerous attachments to the

17 plan, and those attachments will make this almost  
18 five or six hundred pages. That's how long the  
19 plan is.

20                   So rather than you having to read  
21 five or six hundred pages, we try to summarize  
22 the plan for you and basically give you the  
23 changes in the plan and things that we think you  
24 might need to know. We hit the highlights, but

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1 you are very welcome to read the entire plan in  
2 its entirety.

3                   Now, you all have an agenda. I  
4 will follow that agenda, and some of the staff  
5 members who are listed on that agenda are not  
6 here. We have what we call a PowerPoint  
7 presentation, something that's already  
8 sequestered out, so I can handle their portions  
9 of the presentation. So one person can really do  
10 the presentation. We have other staff members in  
11 their particular fields -- in their special  
12 fields who usually present their part, but I can  
13 do the parts because we have it written out.

14                   Now, after we complete the  
15 presentation, we have a comment period for you to  
16 make your comments or ask us anything you would  
17 like to regarding the statements that we made and

18 what we presented here today. And usually, each  
19 presenter, after they get through, also will take  
20 any comments or anything you would like to ask  
21 about what they presented, and they'll discuss  
22 that at that time.

23 The only thing we ask, since we do  
24 have a court reporter here, is that when you get

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1 ready to speak, raise your hand and be recognized  
2 and give us your name and where you live. Did  
3 everybody get that? When you get ready to speak,  
4 your name and where you live. Raise your hand,  
5 and we'll recognize you. If you would like to  
6 say something for the record, we need to get your  
7 name and where you live.

8 The mission of the Memphis Housing  
9 Authority is to provide community revitalization  
10 with a seamless system of supportive services,  
11 affordable housing and new business development.  
12 So there's basically three things in our mission  
13 statement. We have a mission. The first portion  
14 of our mission is to provide community  
15 revitalization. Community revitalization  
16 means -- for instance, in this development, this  
17 used to be Lamar Terrace. How many of you knew  
18 Lamar Terrace some years ago.

19 THE RESIDENTS: (Responded  
20 affirmatively.)

21 MR. PERRY: Now this doesn't look  
22 like Lamar Terrace now; correct?

23 THE RESIDENTS: No.

24 MR. PERRY: It started from where

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1 you are now and going all the way down the block.  
2 We've taken some more buildings and some more  
3 land, and we're trying to develop the whole  
4 entire neighborhood as well as where you live and  
5 trying to extend it further to develop the entire  
6 neighborhood. That's called community  
7 revitalization; all right? You understand what  
8 we're doing now?

9 Just building an apartment complex  
10 here and that was it and didn't provide any jobs  
11 for people that need to work, that would be a  
12 problem. So we're trying to do the whole -- the  
13 whole gamut thing. And that's our mission.

14 The vision of the Housing  
15 Authority is to become a national model in  
16 community revitalization. We want to be the best  
17 in the business of taking communities, redoing  
18 them and making them better. That's our mission.  
19 We want to be the best. There's nothing wrong

20 with trying to be the best.

21                   Throughout the plan, it basically  
22 has these common threads of things that we're  
23 trying to achieve. One of the things we're  
24 trying to achieve at the Housing Authority is

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1 replace obsolete public housing stock.  
2 Throughout the plan, we talk about that,  
3 demolishing our older stock and building new  
4 stock. That's exactly what we did here.

5                   In doing that, we're trying to  
6 guarantee housing for our current residents and  
7 make sure that our current residents, who  
8 sometimes have to move around because of the work  
9 that's being done and the new buildings going up,  
10 make sure they have housing elsewhere when that's  
11 happening.

12                   The other thing we try to do is to  
13 make sure that we provide counselors during the  
14 process of making changes in the housing stock.  
15 Most -- some of you when you -- if you're a  
16 former public housing resident, you should have  
17 some individuals who work with you in making your  
18 move and transition very smoothly.

19                   Also throughout the plan, we're  
20 just talking about -- in the plan, we talk about

21 building some more facilities such as this for  
22 seniors and developing for the disabled  
23 individuals. We'll talk about that in the plan,  
24 so you'll hear some of those comments in the

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1 plan.

2 Another thing that runs throughout  
3 the plan is we try to talk about  
4 self-sufficiency. We want you -- and more or  
5 less, this is a senior development. We have what  
6 we call low-rises -- for senior people over the  
7 age of 62 -- but we have some younger  
8 individuals. You already probably are  
9 self-sufficient. You work this many years and  
10 you're receiving your pension and what you  
11 acquired in all those years that you worked.

12 But we do have people -- some of  
13 you are still working -- in our low-rise  
14 buildings who are of an age that need to be  
15 employed and working and taking care of us. So  
16 for those individuals, we're trying to make them  
17 become self-sufficient so they can work. They  
18 pay in Social Security and so forth, and it just  
19 keeps right on rolling along.

20 After we retire, we can sit, and  
21 we receive our check when the mailman comes. But

22 in order to do that, people who are younger than  
23 we are have to work as we did. So we try to have  
24 self-sufficiency as -- throughout our plan, and I

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1 think that's very fair.

2 Now, in the plan -- as I said, we  
3 have attachments to the plan, and those  
4 attachments are what you are very familiar with.  
5 We have a lease agreement. How many of you  
6 remember your lease or signed your lease  
7 agreement? How many of you signed a lease  
8 agreement?

9 THE RESIDENTS: (Responded  
10 affirmatively.)

11 MR. PERRY: Okay. Everybody  
12 should have signed a lease agreement; okay? How  
13 many of you read your lease agreement?

14 THE RESIDENTS: (Responded  
15 affirmatively.)

16 MR. PERRY: Okay. You read your  
17 lease agreements. Now, each year, we will go  
18 over the agreement -- the staff, the Housing  
19 Authority, and we'll see if they make any changes  
20 to the lease agreement. We try to make very few  
21 changes to the lease agreement. Sometimes  
22 because of regulation -- government regulations,

23 federal regulations -- because we've got to  
24 follow the regulations of the Department of

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1 Housing and Urban Development. And that's called  
2 HUD for short.

3 So they give us rules and  
4 regulations, and the Housing Authority has to  
5 follow those because we get funds from HUD to  
6 build these developments. They pay us a subsidy,  
7 so they help fund building developments and also  
8 keep them running for us on an annual basis.

9 We have to follow the rules and  
10 regulations, and everyone has rules and  
11 regulations. So one of the things we're required  
12 to do is to look at the rules and regulations  
13 regarding the lease agreement, which we did, and  
14 we have to make an addition if we left something  
15 out that we need to add. So we're doing that  
16 this year.

17 And that's basically --  
18 unfortunately, this is an obligation that you  
19 will have to meet. It's not a hard one, but one  
20 you have to meet. And so in the lease agreement  
21 this year, we made a change. We created a new  
22 obligation for you that you have to do.

23 I'm going to summarize that

24 obligation for you. Basically, it says in the

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1 lease -- in our proposed lease is that you cannot  
2 abuse alcohol. That's for people who drink beer  
3 and other strong drinks. If you abuse it and  
4 disturb your neighbors, then that's a ground for  
5 terminating your lease. It doesn't say you  
6 couldn't drink. It just says you cannot abuse  
7 alcohol. And it basically says alcohol abuse  
8 which threatens the health, safety or right of  
9 peaceful enjoyment of the premises or other  
10 residents or persons residing in the immediate  
11 vicinity is a ground to terminate your lease.

12                   So if you are a person who drinks  
13 and then you cannot hold your liquor, and you run  
14 outside of your apartment and start just talking  
15 all the time, disturbing all the other residents,  
16 then your manager could possibly terminate your  
17 lease for that. Because if you're going to  
18 drink, drink inside your own apartment and be  
19 nice and quite. That's fine. But if you go  
20 outside your apartment or if you're inside your  
21 apartment disturbing your neighbors, that's not  
22 very good. So you could be asked to move because  
23 of that. We do not want that to happen. We  
24 don't have that problem here though.

1                   Again, we have other high-rises  
2 and other places where we do kind of have that  
3 problem, but that's grounds to ask you to move  
4 from this development. And this is a brand-new,  
5 lovely development.

6                   THE RESIDENTS: Uh-huh.

7                   MR. PERRY: I know no one wants to  
8 move, so be aware of that. That's a new one.  
9 That was not in there last year. But in the  
10 upcoming the, we will propose that. It's just  
11 simple. If you're going to drink, you've got to  
12 be in your room and not disturbing anyone else.  
13 You can't go running down the hall hollering and  
14 so forth; okay? You understand that one?

15                   THE RESIDENTS: Yes, sir.

16                   MR. PERRY: Now, there is  
17 another -- and that's the only change, I believe,  
18 that was recommended in the lease. There's  
19 another document called the ACCOP, and this  
20 document is what -- oh, I forgot the other  
21 announcement. If you have a cell phone, put it  
22 on vibrate. Most all cell phones have vibrate.  
23 I hope you know how to use that. Like you're in  
24 church, put it on vibrate.

1                   Now, there's one -- there's  
2 another document called the ACCOP. It's a  
3 document which is about this (indicating) thick,  
4 as thick as this little book right here, and it  
5 tells the Housing Authority how to operate  
6 regarding our residents from the time they move  
7 in until the time they leave. And that just  
8 tells them what they are supposed to do. It  
9 called the ACCOP, Admission and Continuing  
10 Occupancy Guidelines.

11                   It just covers the housing -- from  
12 the time you move in -- you can read it -- from  
13 the time you -- it tells what you're going to do.  
14 In that document -- and it has all the  
15 policies -- we have a policy right now that when  
16 you move into public housing, we do what is  
17 called a criminal background check. We'll go  
18 back so many years and check to see if you've  
19 been involved in any type of criminal activity.

20                   We made a change to the document,  
21 and basically we said we're going to go back  
22 three years for all applicants and their family  
23 members in high-rises. So basically you have --  
24 we're going to go back for three years; all

1 right? That's one little change. We just  
2 reworded that. We have always had the  
3 background. We basically reworded it going back  
4 three years. That covers the applicant and  
5 family member 17 years of age or older.

6 Another change though that we have  
7 that was not in the ACCOP is going to be this --  
8 is that every year you should go through what's  
9 called annual recertification. You'll come down  
10 to the office or maybe she might come to you and  
11 ask you information about what your income  
12 happens to be this year, had you had any more  
13 family members, a lot of things like that.

14 THE RESIDENTS: Yeah, yeah.

15 MR. PERRY: You know what I'm  
16 talking about? Now, what we're going to do at  
17 the Housing Authority is what -- the private  
18 management company will probably do is that she  
19 will also at that time again run a criminal  
20 background check to make sure that from the time  
21 you did that last year up until you're doing it  
22 today to get recertified that you haven't been  
23 involved in any type of criminal activity which  
24 is in violation of the lease agreement.

1                   We do have buildings that have  
2 young individuals, but most of you don't have to  
3 worry about that. We really care about people  
4 are involved -- get arrested for drug related  
5 activity. Like some people like to smoke this  
6 stuff called marijuana, but it's not legal. But  
7 a lot of people do it. I know none of you do  
8 though. You don't know anything about it.

9                   But in low-rises, we have people  
10 that do that. So it's illegal. And if the  
11 police see you doing it or if somebody smells it  
12 and they tell it, then you get arrested. But you  
13 can't do it up under our lease agreement,  
14 nowhere. You can't do it anywhere, not in your  
15 room, in your house, nowhere. It's illegal.

16                   So if you do it, you're wrong. If  
17 you get caught and we find out about it, we're  
18 going to ask you to move because it's called  
19 drugs. Now people debated it, and they have, you  
20 know, problems with it. But it's still -- it's  
21 not legal yet. So it's illegal, so you can't use  
22 it. So, for instance, if you get arrested for  
23 that, you get evicted.

24                   There's some other things you

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1 could possibly get arrested for and get evicted

2 for, but it has to be a violation of the lease  
3 agreement. Do you understand that? Does  
4 everybody understand those changes now?

5 THE RESIDENTS: Yes.

6 MR. PERRY: All right. I'm just  
7 going over it with you, but if you've got  
8 somebody younger that you know that's in public  
9 housing, you let them know.

10 MS. PARTEE: Or their guests.

11 MR. PERRY: That's another thing.

12 Or your guests, that's another thing that  
13 Ms. Partee -- say, for instance -- and this may  
14 happen. Say you have your son or your grandson  
15 come visit with you, and they have some drugs  
16 with them when they come visit with you. And  
17 then unbeknown to you -- I don't know -- I know  
18 you know your grandson and your guests. If they  
19 get caught going out of the building with it and  
20 they came to visit you, you're going to be in  
21 trouble because you're responsible for your  
22 guests. Do you understand that?

23 THE RESIDENTS: Uh-huh.

24 MR. PERRY: Okay. Rightfully or

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1 wrongfully so. There's a case -- the Courts have  
2 said that for public housing residents, when it

3 comes to drugs, it doesn't matter if you knew or  
4 not that the person had the drugs when they came  
5 in. If he's your guest, you're responsible for  
6 him, and that's kind of harsh. But that's what  
7 the Courts have ruled.

8 Ms. Partee and I, we sit on what  
9 we call a panel for Section 8 housing vouchers.  
10 Do you know about that? Where you can go live  
11 anywhere in the city and give a certificate to  
12 the landlord where you can live anywhere in this  
13 city. But it's a part of public housing, our  
14 programs. But they have rules also. And their  
15 lease is similar to public housing's, that you  
16 can't be involved in drug related activity.

17 And we had two cases just recently  
18 this week where we had these two young ladies.  
19 One was a mother and she lived in a development  
20 just like you. And she had a son who she knew  
21 was kind of rough, and she told the other kids,  
22 "Don't let him come over here because I know he  
23 is kind of rough," which is kind of hard to do.  
24 But she didn't let him into the apartment. And

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1 lo and behold, this son let some more people,  
2 some friends, I guess, who were his friends in.  
3 They went out and broke into the neighbors'

4 houses and stole a lot of stuff. And somehow it  
5 all ended up in her house because her son must  
6 have let them in. The police came. All the  
7 missing stuff was in her house, so she got  
8 evicted. She was responsible for the people who  
9 she let stay with her or let into her apartment  
10 or come visit with her. So she had to leave that  
11 particular development.

12                   Then we had another nice young  
13 lady -- a nice young lady, but she had a  
14 boyfriend of about six months.

15                   MS. PARTEE: Three.

16                   MR. PERRY: Was it three months?

17                   MS. PARTEE: Three.

18                   MR. PERRY: Three months. She had  
19 this boyfriend for three months. On the side, he  
20 had a business going on, and he was kind of  
21 selling drugs. But she didn't know about that  
22 but probably -- well, I will say there was one  
23 problem with it. She did know that he smoked  
24 some kind of funny cigarettes, marijuana, because

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1 I did ask her that. She knew that.

2                   Now, if he smoked that kind of  
3 funny cigarette, that should make something go  
4 off in your head, but it didn't in hers. Some

5 people do that, but it didn't in hers. He was at  
6 her house, and she was in the back getting her  
7 hair done. And in the police come busting up in  
8 there and threw her down on the floor, took her  
9 out of the house. And lo and behold, they took a  
10 whole lot of drugs off of him.

11 Now, she didn't know anything  
12 about it, but he was in her house with the drugs.  
13 So she lost her house. Now, I told her what that  
14 is. My grandmother used to tell me and my mother  
15 used to tell me, "You've got to watch who you  
16 associate with."

17 THE RESIDENTS: That's right.  
18 That's right.

19 MR. PERRY: That's the key to that  
20 and that's what I told her. So HUD is very tough  
21 on drugs. The Housing Authority is very tough on  
22 the drugs, so those are -- the alcohol thing is  
23 one of the changes. How I got into that is just  
24 you are responsible for the people you let in.

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1 That's the only way I know you're  
2 going to be involved with anything like that, but  
3 watch who you let into the unit now. Watch who  
4 you associate with. If you know they're smoking  
5 those funny kinds of cigarettes -- if your

6 grandson is doing that, you tell him, "When you  
7 come over to visit me, make sure you empty your  
8 pockets," because you probably know if they're  
9 smoking cigarettes that smell. You'll know. So  
10 just make sure that -- that's the only way you  
11 can get caught in that, so that doesn't really  
12 apply to you.

13                   Those are the major changes,  
14 except one doesn't really apply to you because we  
15 have a pet policy. You have pets over here?

16                   THE RESIDENTS: Yes, yes, yes.

17                   MS. PARTEE: Dogs.

18                   MR. PERRY: We have a pet policy.  
19 You have to pay a deposit to have a pet over  
20 here. Have you paid your deposits? If you pay  
21 your deposit and take care of your pets, you can  
22 have a pet if you have a pet policy. Now, what  
23 we've done is we made a change in the pet policy.  
24 For you, it's a good change.

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1                   For individuals who have a  
2 disability and need an assistant animal, then we  
3 won't charge you a deposit for that. If your  
4 doctor says because of your disability you need  
5 this animal, this pet to help you with your  
6 disability, then we won't charge you for that.

7 HUD brought the regulation out that you can't  
8 charge for that, and we won't charge you for  
9 that.

10 So if you have a disability and  
11 your doctor says because of your disability that  
12 you need a pet, then you won't be charged the pet  
13 deposit. I think you have to do all the other  
14 license requirements because that's a city  
15 requirement. You have to keep up your shots and  
16 follow the rules and regulations on having those  
17 animals, whatever they might be.

18 MS. PARTEE: And the pet can't be  
19 a nuisance.

20 MR. PERRY: Right. Well, yeah,  
21 normally if you have a pet, you have to follow  
22 the pet policy. You can't let the pet run  
23 around. You know the rules though. Read the  
24 rules of the pet policy. Did you get a copy of

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1 the pet policy, those of you that have a pet?  
2 Did management give you a copy of the pet policy?  
3 Hello?

4 MS. PARTEE: Does anyone have it.

5 MR. PERRY: Does anyone have a  
6 copy of the pet policy?

7 UNIDENTIFIED RESIDENT: I don't.

8                           MR. PERRY: You don't? There is  
9 what we call a pet policy. We do have a pet  
10 policy, and it outlines what you're supposed to  
11 do with your pet if you have one, how much they  
12 charge for having that pet. But that's the  
13 change from last year that there is no charge for  
14 the policy if you need the pet because of your  
15 disability. And I think I have covered --

16                           MS. PARTEE: Talk about the  
17 grievance procedure.

18                           MR. PERRY: Right. And we do have  
19 a -- you do have a grievance procedure, which  
20 you'll probably never need because you'll never  
21 ever do anything. But there is a grievance  
22 procedure. For instance, if management sends you  
23 a notice saying they're going to put you on  
24 probation because you did something and you think

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1 you didn't do it, there is a way that you dispute  
2 that. And basically what this is, if they said  
3 you did something, then you write back and say,  
4 "I would like to follow the grievance process and  
5 have a hearing."

6                           The first time you meet with your  
7 manager. If you don't get it resolved, then you  
8 take it to another step. And then you go to the

9 final step, which basically is where you have it  
10 before what we call a hearing panel. That's the  
11 final step. But that's outlined. You should  
12 have received that when you signed your lease.  
13 You should have received a grievance procedure  
14 and probably a pet policy and one or two other  
15 documents. That's basically the grievance  
16 procedure.

17 But you do have one, and you need  
18 to read the grievance procedure. We're not  
19 proposing any changes to the grievance procedure  
20 we have. But you need to read that in case you  
21 do have a problem because that's the way that you  
22 can get your problem ironed out in a very  
23 diplomatic way without fussing and hollering and  
24 so forth. It has the steps you take and you

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1 follow. That's the reason why we have it there,  
2 to resolve any -- because management is not  
3 always right. We try to be, but ever once in a  
4 while, we'll mess up.

5 THE RESIDENTS: That's right.

6 MR. PERRY: But we understand  
7 that. We understand that. That's why we have  
8 that grievance procedure. It's for the  
9 residents. That's all I have at this time.

10 Ms. Partee is going to talk about some of the  
11 services that she has and other departments and  
12 self-sufficiency, which doesn't apply to most of  
13 you.

14 MS. PARTEE: None of them.

15 MR. PERRY: None of you because  
16 all of you --

17 MS. PARTEE: Are 62 and above.

18 MR. PERRY: -- are 62 and above  
19 and have paid your dues. I'm getting -- I'm  
20 getting there, closer and closer and closer. If  
21 I keep doing these presentations, pretty soon I  
22 can -- I'm just knocking right there on the door  
23 each year. I've been doing it for a number of  
24 years. I'm getting closer. I really like this

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1 facility. I think this is where I want to come  
2 and live in about four or five or six or seven  
3 years from now. So everybody please take care of  
4 it. Let's keep it nice and wait for me to come.

5 MS. PARTEE: To move in?

6 MR. PERRY: Move in. All right.

7 Ms. Partee, thank you.

8 MS. PARTEE: Thank you, Mr. Perry,  
9 and good evening.

10 THE RESIDENTS: Good evening.

11 MS. PARTEE: Some of the services  
12 that I'm going to talk to you about may or may  
13 not apply to this property, but they are programs  
14 and services that we offer through our public  
15 housing. If you feel that some of these services  
16 are needed on this property, you need to talk to  
17 your property manager about it.

18 We have what's called community  
19 services and self-sufficiency. The Memphis  
20 Housing Authority coordinates and promotes many  
21 programs that enhance the economic and social  
22 self-sufficiency of the residents. Services and  
23 programs that operate in each of the Memphis  
24 Housing Authority's four high-rises, Jefferson

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1 Square, Barry Towers, Borda Towers and Venson  
2 Center, are as follows. We have what's called  
3 the home delivered meals from MIFA, and some of  
4 you all may receive those meals. And that  
5 program is going to continue as a home delivery  
6 program.

7 MIFA had a cutback. You know,  
8 everything is being cut back now because of the  
9 economy. And we once had meals -- meals sites on  
10 our developments. We don't have that anymore.  
11 We just have the home delivery meal program, and

12 I think you all may have that program here.

13                   The Aging Commission of the  
14 Mid-South, which provides homemaker services --  
15 and we have residents who are homemakers. And  
16 they live -- when we first started this program,  
17 the homemakers basically lived on the property  
18 where they served the residents. But we have  
19 homemakers who keep moving. Some of them have  
20 moved here, and they may be transported to  
21 another property to provide the homemakers  
22 services. Or they may provide the services here  
23 in University Center. But they come in and  
24 perform what we call light housekeeping, chore

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1 services and those things that you would need to  
2 remain self-sufficient and so that you don't have  
3 to go into an institution.

4                   We also have in two of our  
5 high-rises a home health agency, and they may  
6 come here. That's Family Home Health. And they  
7 come in and provide blood pressure checks and do  
8 weight management, nutrition programs. They do  
9 clinics. They're open five days a week at Borda  
10 and Jefferson Towers, and they're there from 9:00  
11 to 5:00 each day. And they make home visits.

12                   We have a unit in each of those

13 high-rises that we've taken off the line for  
14 rental, and they come into those units. And if a  
15 resident wants to have their blood pressure  
16 checked -- and we do it for privacy purposes. We  
17 put them on the upper floors so that you won't  
18 see them going in and out. You won't see the  
19 other residents, and that was something that --  
20 we had some focus groups. And the seniors told  
21 us, "We don't want anybody to know when we're  
22 going in and out of the clinic." So we put them  
23 on the upper floors in our high-rises.

24 We have a program that's -- that

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1 Mr. Lipscomb -- it's an organization that he  
2 created called the RISE Foundation, R-I-S-E. And  
3 that stands for responsibility, initiative,  
4 solutions and empowerment, and in the RISE  
5 Foundation they have a program called Save Up.  
6 And you may have read about this program in the  
7 newspaper or you may know someone who has  
8 participated in this program. And this program  
9 is helping you with getting your credit straight  
10 if you're ready to become a homeowner. It helps  
11 you to become eligible to buy a home.

12 And what you do is, if your income  
13 increases -- you have to work to be in this

14 program. If your income increases, you know your  
15 rent is going up. But in the Save Up Program,  
16 it's savings. So for every dollar you save, they  
17 match it with two dollars. You can save up to  
18 7500 dollars. When you take that money, when you  
19 draw that money, you can buy a house. You can  
20 buy a computer, and you can pay for education for  
21 you or your children.

22                                 And we have -- and then they have  
23 another program that's called the Goal Card  
24 Program, G-o-a-l. And this program was created

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1 because we have children in our properties who  
2 weren't doing well in the school, and we wanted  
3 to make sure that we could provide them some  
4 incentives to help them improve their grades,  
5 their conduct, their citizenship. So we created  
6 what's call the Goal Card Program, and the  
7 children will have to apply for the program. And  
8 every six weeks, they take their report card in.  
9 This program operates at College Park and at  
10 Foote Homes, and we're trying to expand the  
11 program.

12                                 But the children bring their  
13 report cards in to the coordinator of the  
14 program. And if they -- if their grades have

15 increased, they get points for it. If they made  
16 a D and the next six weeks they make a C, they're  
17 going to get some points. We created a store,  
18 and we asked the youth, "What would you like in  
19 the store? What would make you do better in  
20 school?" Some of them said school supplies, my  
21 school uniforms. I want tickets to the Grizzlies  
22 game. Some of the little girls wanted barrettes  
23 for their hair. We put all kinds of prizes in  
24 the store. And every six weeks they come to the

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1 store. They can save their points up. Like if  
2 they see something that they need 100 points for,  
3 they can save their points up to the end of the  
4 year and make that purchase.

5                   And we can tell you emphatically  
6 that the children's grades have improved. Their  
7 conduct has improved, and their attendance in  
8 school has improved. So that program is really  
9 working for our children because our children  
10 belong to whom?

11                   THE RESIDENTS: All of us.

12                   MS. PARTEE: All of us. So we  
13 have to be able to provide programs and services  
14 to them where they feel good about themselves  
15 because we do have children who don't have the

16 proper uniforms. So we made sure that we put  
17 school uniforms in the store so they can buy  
18 those. And that's the Goal Card Program. Right  
19 now, we have about 300 youths participating in  
20 that program.

21                   We have what we call the Executive  
22 Director Scholarship Program, and that program  
23 gives our children a scholarship. If they've  
24 been accepted in a college or trade school or a

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1 beauty school, we will give them up to 1500  
2 dollars towards their education, and we will do  
3 it every semester that they're in school until  
4 they finish. We have one young lady now who came  
5 from Dixie Homes and she's getting ready to work  
6 on her master's degree. We have another lady who  
7 came from Cleaborn Homes, and she finished her  
8 undergraduate. And she's talking about going to  
9 graduate school. So we have a lot of our  
10 children who are really progressing. But they  
11 need a little financial help, and so we have the  
12 Executive Director Scholarship Program.

13                   We also have a Boy Scout troop.  
14 We had one at Dixie. But, you know, when they  
15 tore that down, the troop had to move, and  
16 they're now at Montgomery Plaza. And that

17 program operates on Saturdays, and we have about  
18 40 young men who are in our Boy Scouts program.

19                   Some of you who were relocated  
20 here from Dixie Homes or Lamar Terrace have a  
21 case manager. An urban strategist that came out  
22 of St. Louis created a nonprofit agency that's  
23 called Memphis HOPE, and they have case managers.  
24 Those case managers' tasks are to work with

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1 residents who were interested in returning to the  
2 property so that you would meet the  
3 qualifications because, as you know, the  
4 qualifications to get on a HOPE VI property or a  
5 mixed finance property are different from what  
6 they are in public housing.

7                   You have to work. You have to be  
8 elderly or disabled. To live here, you have to  
9 be 62, which is different from the Housing  
10 Authority. In our high-rises, you can be 18.  
11 But here, it's like heaven. You don't have to be  
12 worried about 18 or 19 year olds because they  
13 don't go to bed at the same time you all do. So  
14 we have those case managers to help the residents  
15 to maintain their housing.

16                   And if you have some services that  
17 you need -- like if you need a doctor because

18 your doctor has moved somewhere or if you need an  
19 attorney or if you need whatever services you  
20 need, that case manager should be able to refer  
21 you to an agency that can help you. For  
22 instance, if you wanted to get your high school  
23 diploma or if you wanted to go back to college,  
24 they should be able to find the resources that

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1 would help you with that. That would be an  
2 opportunity.

3                   Some of you have been with the  
4 Housing Authority a number of years and went  
5 through an orientation process even before you  
6 moved into your unit or once you moved into your  
7 unit. And today, we call it Tenant Wise  
8 (phonetically). We realized many of our  
9 residents came up at a different time from  
10 electric stoves. A lot of people used gas. A  
11 lot of people didn't have thermostats to operate  
12 air and heat. So -- and we have safety issues in  
13 there that talk about how to get out in case of a  
14 fire and how to get down and how to clean a  
15 refrigerator.

16                   So through this Tenant Wise  
17 training, we talk to you about how you can  
18 maintain your housing and housekeeping. When

19 Mr. Lipscomb first came to the Housing Authority  
20 and he saw that we had a housekeeping class, he  
21 didn't understand it. And he said, "You mean  
22 people don't know how to clean up?" I said,  
23 "Well, they don't." So in order for them to keep  
24 their housing, we developed a housekeeping

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1 program. So in this Tenant Wise training, what  
2 we're getting ready to do is, before a person is  
3 accepted into housing, they will have to go  
4 through the Tenant Wise training.

5                   And I know you all are familiar  
6 with residents who may move in and not have  
7 anything because they lived with someone else.  
8 We're going to make sure that if this person is  
9 accepted into housing that we're going to get  
10 them what they need to live there. If they need  
11 a bed, if they need linens, we're going to make  
12 sure that they have those supplies through Tenant  
13 Wise.

14                   We have another program that was  
15 mandated by HUD, and it's a law. And it's called  
16 Community Services. Community Services is  
17 required of residents who are not exempt. And  
18 that means -- to be exempt, you have to be 62  
19 years or above, handicapped with a doctor's

20 statement saying you cannot work, blind or  
21 needing some assistance. If you are 18 or below  
22 62 and you don't meet any of those criteria, you  
23 must work. You must perform volunteer work at  
24 least eight hours a month. Now, what HUD's

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1 purpose is in making this a law is that they're  
2 trying to get people to work rather than sit home  
3 every day. You all have seen people like that  
4 who don't have to get up and go to work and just  
5 put their children's clothes out. And they go  
6 back in the house and watch their stories. But  
7 HUD is trying to motivate people who don't work  
8 to perform at least eight hours a month, which is  
9 not a lot.

10 Our family self-sufficiency  
11 program where -- if you join that program -- and  
12 you must work for that program. And that's the  
13 program where if you work and your income goes  
14 up, your rent goes up. The difference -- like if  
15 your rent is 10 dollars and because you work it  
16 goes to 200 dollars, 200 of those dollars goes  
17 into an interest bearing escrow account. It's a  
18 five year program. Some people finish in three  
19 years.

20 But you have goals and objectives

21 to meet that you decide on yourself. Once you  
22 finish that program, you can draw down all of  
23 that money that we've set aside for you providing  
24 you've been off government assistance for a year.

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1 Like, if you're getting food stamps, if you're  
2 getting a welfare check, after a year -- and  
3 we've been giving checks away from 100 dollars to  
4 five and six thousand dollars. And you can --  
5 and the resident can take that money and do  
6 whatever they want. They can burn it up if they  
7 want to. It's their money. But I'm trying to  
8 emphasize to them to save that money, not to  
9 spend it, so if they want to buy a house or want  
10 to buy a car, that they can use that money as a  
11 down payment.

12 And that's my -- that's all I have  
13 to say. Thank you all for your attention.

14 THE RESIDENTS: Thank you.

15 MS. PARTEE: Now we have Mike  
16 Swindle, and Mike is going to talk to you about  
17 our capital improvement needs.

18 MR. SWINDLE: Thank you. Good  
19 evening.

20 THE RESIDENTS: Good evening.

21 MR. SWINDLE: My name is Mike

22 Swindle, and I'm here to represent the capital  
23 improvements department. In capital improvement,  
24 what we do mostly are the items that are a step

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1 above just the routine maintenance type things.  
2 We take care of -- in this particular  
3 development, our involvement was the demolishing  
4 and demolition of the old development. So we  
5 demolished the development, and remediated and  
6 moved all the hazardous materials and that kind  
7 of thing, that kind of stuff. So that was our  
8 part in this particular development.

9                   And for this development, since it  
10 is private managed, we don't have -- I don't have  
11 any plans for capital funds for this plan year,  
12 for the 2009 plan year. So what I'm going to do  
13 is I'm just going to move on to the other  
14 developments that we do have and update you on  
15 what is going on in those developments. And our  
16 biggest endeavor right now is the -- what we're  
17 looking to tackle now is Cleaborn and Foote,  
18 those low-rises, and the high-rise buildings. We  
19 talked about Jefferson, Venson, Borda and that.

20                   Those high-rise buildings, they're  
21 an issue right now. They're not earthquake proof  
22 and they're sitting on -- in an earthquake zone,

23 so that's the problem we have with those  
24 buildings. And also, they're not modernized,

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1 similar to what we have in this building. And  
2 the same thing stands for the low-rise building.  
3 So right now, we're kind of in the concept phase  
4 of looking at what we can do to revitalize that  
5 area, the Foote and Cleaborn area. We're talking  
6 about more of a long-term type -- long-term  
7 plans. It's not something that's going to happen  
8 this year.

9                   Now, we'll try to move. We're  
10 trying to get funds to make it happen as soon as  
11 possible, but I don't see it happening this year.  
12 But for the Cleaborn site, we're looking at now  
13 also -- you know, it depends on what we do for  
14 the demolition.

15                   We're looking at going in and  
16 probably doing some repairs of some units that  
17 are heavily damaged or fire damaged, and it's the  
18 same thing with Foote. We've got some units over  
19 there heavily damaged and fire damaged, not as  
20 many as Cleaborn. But we do have some. In  
21 Foote, we're also looking at doing roof  
22 replacement. And let me go back to Cleaborn.  
23 Also at Cleaborn, we're doing some site

24 improvements and landscaping to try to improve

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1 that site.

2                   On those developments that we  
3 consider to be viable is -- at Montgomery Plaza,  
4 so we have an amount of the work over the past  
5 year at Montgomery. Most of it is site  
6 improvements. We put in a drain where we had  
7 standing water. We put in some new sidewalks,  
8 and we did some -- some curb appeal type work  
9 with planning. And we also did a few unit  
10 repairs, replacing windows and doors and that  
11 kind of stuff.

12                   And from that point, mostly the  
13 other stuff is kind of small stuff. We've got  
14 some security doors going in over at Askew Place.  
15 That's kind of like an offset of Cleaborn. It  
16 sits off of Georgia. I think they were put in  
17 probably about three or four years ago or  
18 something like. It's new homes.

19                   And the same thing for G.E.  
20 Patterson Pointe. We've got some security doors  
21 going in over there. And we just put some  
22 security doors in Uptown. And as far as the  
23 high-rises, I think I mentioned -- well, I  
24 didn't. At Borda, we're looking at putting on a

1 new roof, and that's probably -- that's about it.  
2 We don't have a lot going on with them because we  
3 have -- we've got a reduction in our HUD funds  
4 where that's definitely reduced our ability to do  
5 a lot of capital work. And that's all I have.  
6 Do you have any questions?

7 MS. HILL: I have one.

8 MR. PERRY: Give us your name,  
9 please, ma'am.

10 MS. HILL: My name is Lue Hill,  
11 and I live at 644 Withers Street. And I would  
12 like to know if we're going to get any storm  
13 doors to our units like they did at Uptown Homes  
14 and them?

15 MR. PERRY: I have -- at this  
16 time, there's no -- that we know of, there is no  
17 plan for storm doors.

18 MS. HILL: Okay.

19 MR. PERRY: If you would like to  
20 see us -- if one of you would like to request --  
21 we can take that back to management.

22 MS. HILL: Yeah, not the iron  
23 doors but like --

24 MR. PERRY: Just the regular storm

1 doors?

2 THE WOMAN: -- like the storm  
3 doors they have in Uptown Home houses that they  
4 put up around their doors.

5 MS. PARTEE: Security doors?

6 MS. HILL: Yes.

7 MR. PERRY: All right. We'll note  
8 that. We'll note that for the record for you.

9 MS. PARTEE: What's your name?

10 MS. HILL: My name?

11 MS. PARTEE: Yes, ma'am.

12 MS. HILL: Lue Hill.

13 MS. PARTEE: Lue Hill.

14 MS. JEFFRIES: I have a question.

15 MR. PERRY: Yes, ma'am? Your  
16 name, please?

17 MS. JEFFRIES: Louise Jeffries.

18 MR. PERRY: Ms. Jeffries, how are  
19 you?

20 MS. JEFFRIES: I am great.

21 MR. PERRY: How are you doing?

22 MS. JEFFRIES: All right. My  
23 concern is -- I don't know what heading this goes  
24 under, but my concern is fire escapes.

1 MS. PARTEE: Fire escapes.

2 MR. PERRY: Fire escapes?

3 MS. JEFFRIES: Yeah, because we've  
4 got one door in and one door out, and I'm on the  
5 third floor. And I was wondering if there was  
6 moneys to place a fire escape on the back side or  
7 something of that nature?

8 MR. PERRY: Ms. Jeffries, I'm  
9 going to tell you this. That should be covered.  
10 I'll check it out, but it should -- it's got to  
11 be covered. I'll find out.

12 MS. JEFFRIES: I'll continually be  
13 asking then, because I'm concerned about it.

14 MR. PERRY: We'll find out.

15 MS. JEFFRIES: You know, our doors  
16 being in one place.

17 MR. PERRY: We'll find out.

18 MS. JEFFRIES: I can't jump out no  
19 window on the third floor.

20 MS. PARTEE: We don't want you to.

21 THE RESIDENTS: (Numerous  
22 residents talking at once.)

23 MR. PERRY: We'll find out. Okay.  
24 I'm going to cover the HOPE VI department, and

1 the HOPE VI department is very important to the  
2 Housing Authority because the HOPE VI department  
3 is basically responsible for our new  
4 developments. And they are the department that  
5 oversaw the development of this particular  
6 building, University Place, which is continuing  
7 in different phases.

8                   And the individual from within  
9 that department, as we speak, is meeting with one  
10 of the city representatives now to discuss  
11 another one of our projects, the Uptown project.  
12 So she was unable to be here, and I told her that  
13 I would take care of her part. So I'm going to  
14 do that at this time and talk to you a little bit  
15 about HOPE VI.

16                   I am going to have to go noteless.  
17 This is going to be very interesting because it  
18 looks like I left the PowerPoint presentation,  
19 but since I've been involved with her --

20                   MS. PARTEE: Here it is.

21                   MR. PERRY: Here we go.

22 Ms. Partee has saved the day. Basically, as you  
23 can see, one of the projects that our HOPE VI  
24 department -- it's basically ongoing now and

1 still in progress -- is University Place. And  
2 University Place has Phase 1, Phase 2 and Phase  
3 3 -- a number of phases. So we're continuing to  
4 develop as you can see. At University Place, we  
5 have the high-rise. We have some apartment units  
6 here, and there's also a home ownership phase.  
7 But I think it's going to be put on hold at this  
8 time. So that's not going to be completed at  
9 this time but probably at a later date. Because  
10 of funding, that phase is not going to be  
11 completed.

12                   But as I said, the rental phase  
13 will be -- will be ongoing, and that's been  
14 completed now. I think we have all the public  
15 housing units -- I believe they have been  
16 completed, and they are, in fact, filled. We  
17 also have Uptown and HOPE VI apartments in the  
18 Uptown development. We have some homes still for  
19 sale at -- in our Uptown development. Many of  
20 you --

21                   MS. PARTEE: You can rent the  
22 homes now.

23                   MR. PERRY: Yeah, if you know of  
24 anyone who needs to buy those homes, let us know,

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1 and we're going to have in this plan --

2 Ms. Partee mentioned that or pointed it out -- we  
3 have a number of homes that are still left that  
4 have not sold yet.

5 MS. PARTEE: Ten homes.

6 MR. PERRY: Ten homes. Some of  
7 those homes we're going to be selling for sure.  
8 But if we don't sell all the homes in this plan,  
9 we propose that we're going to take those homes  
10 and turn them into what we call a lease purchase  
11 where the individuals who are not quite ready to  
12 purchase can lease them. And a portion of the  
13 rent will go toward the purchase of those homes  
14 at a later time. But that's one of the things  
15 we're going to do. We have ten home left that  
16 have not sold.

17 If they don't sell by the time we  
18 get through with the annual plan, we're going to  
19 bring those back into our public housing  
20 portfolio or stock, and we'll use those as lease  
21 to purchase. If you know anyone who wants to buy  
22 a house, let us know because, as we said, we do  
23 have ten homes for sale at Uptown.

24 Also we're getting ready to start

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1 our next major project, and they've started on --  
2 for our HOPE VI department. It's what used to be

3 called Dixie Homes and is now called Legends  
4 Place -- Legends Park. That's where Dixie Homes  
5 used to be.

6 UNIDENTIFIED RESIDENT: I'm coming  
7 back.

8 MR. PERRY: You want to go back to  
9 Dixie Homes? Okay. They're probably -- we're  
10 going to -- that's the next project that HOPE VI  
11 is working on now, is bringing Dixie Homes back  
12 on line. And we will have a senior -- hopefully,  
13 they anticipate trying to have also a senior  
14 building there at Dixie Homes if possible. And  
15 there are going to be some more public housing  
16 units.

17 It's what we call a mixed finance  
18 project. In a mixed finance project, we have  
19 different types of units, as we do here. It's  
20 the same type of project you have with some  
21 public housing units, some tax credit units, some  
22 just market units and then maybe a senior citizen  
23 high-rise. So that's what the HOPE VI department  
24 does.

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1 The HOPE VI department director,  
2 Ms. Luretha Phillips, again, she's responsible  
3 for the new developments. She goes in and begins

4 developing the -- revitalizing them or tearing  
5 them down completely. And she'll come back in to  
6 redo them for us, and they are a very important  
7 unit, as you can see, at the Housing Authority  
8 because they are responsible for the development  
9 of the new developments that we have.

10 MS. PARTEE: The first phase of  
11 Legends Park is home ownership, and you all are  
12 familiar with Askew Place. That was one of the  
13 sites where Cleaborn was located. Well, we're  
14 going to be building 30 houses there for home  
15 ownership. And 5 of those houses are set aside  
16 for residents who were relocated from Dixie  
17 Homes, which is now Legends Park. But that's the  
18 first phase of the home ownership process for  
19 Dixie.

20 MS. RICHMOND: Can I ask a  
21 question? What is the criteria for home  
22 ownership.

23 MR. PERRY: I'm going to go over  
24 that. Your name, please?

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1 MS. RICHMOND: Mary Richmond,  
2 R-i-c-h-m-o-n-d.

3 MS. PARTEE: There is going to be  
4 an income criteria, but I'm not sure --

5 MS. RICHMOND: We may not have the  
6 money we need to --

7 MS. PARTEE: I'll tell you what.  
8 About the home ownership with the Housing  
9 Authority, in the HOPE VI program, they have a --  
10 some funds set aside to help you with down  
11 payment assistance. And I think it's up to  
12 10,000 dollars. Then there's a fund with Housing  
13 and Community Development that's with the city,  
14 it's up to 10,000 dollars.

15 And if you're in one of the  
16 programs, you can use that money. So what they  
17 do is take those dollars as a down payment for  
18 the house. And if the house is 100,000 dollars  
19 and you have 20,000 dollars, you subtract the  
20 20,000. And that's what the house will be worth.  
21 That's what you would have to pay for the house,  
22 70,000 -- 80,000 dollars.

23 If you were -- we have a program  
24 also, Mr. Perry, and I'll tell them about it and

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1 it's called the Shape (phonetically) Program, and  
2 that programs is for resident who are in  
3 Section 8, and they're in that program. And that  
4 income -- you have to have at least 14,100  
5 dollars as an annual income. If you are elderly,

6 you can get a mortgage for 30 years -- elderly or  
7 disabled. If you are younger than 62, you can  
8 get a mortgage for 15 years.

9                   And that means your Section 8  
10 voucher that you have will pay a portion of that  
11 mortgage, and you just pay the difference. So if  
12 you have a Section 8 voucher that pays 500  
13 dollars on your rent and you only pay 200  
14 dollars, your mortgage is only going to be 200  
15 dollars. So, you know, there are a lot of  
16 programs out there that you all still can qualify  
17 for.

18                   And we'll make sure that the  
19 information will flow, like we're doing today,  
20 and let you all know what's available and what's  
21 coming. We'll make sure that information gets to  
22 you as well.

23                   MR. PERRY: Let me give you -- and  
24 I do have the home ownership information. This

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1 is Uptown -- the remaining ten houses at  
2 Uptown -- College -- I mean, the Legends home  
3 ownership -- Legends Park home ownership. It's  
4 probably similar to Uptown, but let me give you  
5 the Uptown guidelines on home ownership where we  
6 do have ten houses available. We have down

7 payment assistance available for qualified  
8 applicants through the City of Memphis and the  
9 HOPE VI program. The City of Memphis has a down  
10 payment assistance program that still provides  
11 you up to 10,000 dollars on the down payment of  
12 the house.

13                   Then HOPE VI has a program, and  
14 they'll provide you with down payment assistance  
15 also. And I don't think -- that's to exceed  
16 almost 20,000 dollars. I think they're up to  
17 20,000 or maybe a little more than that but  
18 approximately around 20,000. So basically you  
19 can end up -- if those funds are still  
20 available -- the city's funds -- I know that the  
21 HOPE VI funds -- I know you can utilize those  
22 funds. But you can probably end up with 30,000  
23 dollars in down payment assistance.

24                   If you've got a 95,000 dollar

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1 house, then you take the 30,000 dollars and  
2 subtract that from 95,000. And that makes the  
3 house worth 65,000. So then your note will be  
4 based on the 65,000. That's how you make it  
5 affordable. So your note will be based on  
6 65,000.

7                   UNIDENTIFIED RESIDENT: That ain't

8 bad.

9 MR. PERRY: Now, you've still got  
10 to qualify through some lending institution or  
11 bank to get them to loan you the 65,000 dollars  
12 on your note. That's how we break it down to  
13 where it becomes affordable for low income  
14 applicants. And you cannot be over the -- we're  
15 looking at -- the applicants' income cannot  
16 exceed 20 percent of the area median income. I  
17 think for a family of four that's almost around  
18 close to 50,000 dollars for a family of four.  
19 Your income cannot exceed that.

20 Then to qualify, also you have to  
21 attend home ownership counselling and attend that  
22 program. It has to be a first-time home buyer  
23 too. And she talked about the Section 8 Shape  
24 Program where you use your voucher, and those are

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1 the home ownership programs.

2 I'm trying to think of anything  
3 else that HOPE VI is going to do, and he's  
4 already talked about Cleaborn Homes and Foote  
5 Homes. So those are things that we have in our  
6 plan on the horizon. Is there anything -- that's  
7 all I have on the agenda.

8 Oh, security -- the Housing

9 Authority is not involved in the security of this  
10 particular development because it is privately  
11 managed. In our other developments, basically  
12 what we do is for security for high-rises at this  
13 time -- because of funding, we usually provide  
14 security around the clock the first seven days of  
15 each month. That's basically because that's when  
16 most of the individuals receive their income, and  
17 so we provide around the clock security during  
18 the time period of the first seven days. Funding  
19 won't allow us at this time to provide security  
20 24 hours.

21 I don't know what type of security  
22 you have here, but our security -- we also have  
23 what we call -- you have -- your security right  
24 here is very good. Nobody can come in unless you

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1 let them in. We also have cameras in our  
2 high-rise complexes and we utilize that also. I  
3 don't know if you have cameras here or not. But  
4 that's basically our security. We communicate  
5 with the police department and try to work hand  
6 in hand with them. That's one of the things that  
7 we do.

8 Okay. Let me say this. For you,  
9 that's all we have regarding the annual plan. At

10 this time, I'm going to open up the floor for any  
11 comments regarding the annual plan. If you have  
12 any specific comments regarding your unit, I'm  
13 going to stay -- or any other developments --  
14 because the Housing Authority does not -- does  
15 not manage this particular complex. This is one  
16 of the ones we call privately managed. We hired  
17 someone to manage it for us, a management  
18 company, which does it.

19                   But this is a Housing Authority  
20 development, but it's privately managed. So  
21 ultimately, we are responsible for the management  
22 company. In a way we oversee the management  
23 company because we pay the bill. So, therefore,  
24 if you have any questions, after I get through

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1 with the annual plan presentation, I want to stay  
2 briefly and take any problems that you might have  
3 or concerns that are specific to you. And I hope  
4 that there's not many since this is a brand-new  
5 complex, only about two years old.

6                   But if there are, I'm going to  
7 take those. That's after I dismiss this meeting.  
8 Then I'm going to stay right here and take the  
9 time to take your name. Then I'll write it down,  
10 and I will give it to our manager, Mr. Webb. He

11 was unable to be here today. But he's over all  
12 our developments, all the Housing Authority has.  
13 He's over that, so he's also in communication  
14 with the private management company which manages  
15 our private -- which manages some of our  
16 developments for us.

17                   So is there anything else you  
18 would like to know about the annual plan? If  
19 not, I want to say thank you. We appreciate your  
20 attending and your listening to us going over  
21 this plan and telling you what the Housing  
22 Authority hopefully will be doing in the next  
23 year and upcoming years.

24                   Hopefully, the funding will keep

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1 coming and we'll do more and more and more and  
2 also do more at this particular site. Thank you  
3 very much.

4                   (Whereupon, the meeting  
5 concluded at approximately  
6 4:30 p.m.)

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C E R T I F I C A T E

STATE OF TENNESSEE:

COUNTY OF SHELBY:

I, LESLEY L. SPENCE, Court Reporter and Notary Public for the State of Tennessee at Large, do hereby certify that I reported in machine shorthand the above-captioned proceedings.

I HEREBY CERTIFY that the foregoing pages contain a full, true and correct transcript of my said Stenotype notes then and there taken.

I FURTHER CERTIFY that I am not an attorney or counsel of any of the parties, nor a relative or employee of any of the parties, nor am I a relative or employee of any attorney or counsel connected with the action, nor am I financially interested in the action.

I FURTHER CERTIFY that in order for this document to be authentic and genuine, it must bear my

13 original signature and my embossed notarial seal  
14 and that any reproduction in whole or in part of  
15 this document is not allowed or condoned and that  
16 such reproductions should be deemed a forgery.

17  
18 THEREFORE, witness my hand and my official seal  
19 in the State of Tennessee on February 5, 2009.

20

21

\_\_\_\_\_  
LESLEY L. SPENCE  
Court Reporter and  
Notary Public at Large

22

23

24 My Commission Expires:

June 29, 2010

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MEMPHIS HOUSING AUTHORITY

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FY2005-2009 PHA PLAN

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&  
ANNUAL PLAN FOR FY2009

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DEVELOPMENT HEARING

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UPTOWN SQUARE, UPTOWN HOMES,

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GREENLAW & METROPOLITAN

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Thursday, January 29, 2009

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APPEARANCES

MHA LEGAL COUNSEL:

MR. GREG PERRY

8  
9

CAPITAL IMPROVEMENT NEEDS:

MR. MICHAEL SWINDLE

10  
11  
12  
13  
14  
15

PHA COMMUNITY SERVICE  
and SELF-SUFFICIENCY  
PROGRAMS:

MS. JACQUELINE PARTEE

16  
17

HOPE VI GRANTS  
DISPOSITION:

MS. LURETHA PHILLIPS

18  
19  
20  
21  
22  
23  
24

REPORTED BY:

MS. LASHAWN LYONS  
Court Reporter, CCR

3

1

2 MEETING COMMENCED AT APPROXIMATELY 4:34 P.M.

3

4 MR. PERRY: Good evening. We're  
5 going to start. Hopefully everyone's here.

6 My name is Gregory Perry, and I'm the  
7 staff attorney for the Memphis Public Housing  
8 Authority. And on behalf of our executive  
9 director, Mr. Robert Gibson, I want to welcome  
10 all of you to our annual five-year planning  
11 hearing for Uptown.

12 We're delighted that you came out today to  
13 participate in the planning process for the  
14 Memphis Housing Authority. And this is the  
15 process that we do every year.

16 How many of you were here last year?

17 (Residents raise hands.)

18 MR. PERRY: Okay. How many of  
19 you are new residents here, first time?

20 (No response.)

21                   MR. PERRY: As you know, the  
22 Housing Authority requires us to have a  
23 five-year annual plan. In preparing our annual  
24 five-year plan, we would like to have -- we go

4

1 out to seek resident participation,  
2 participation from the public sector and the  
3 private sector.

4           So we would like participation from  
5 everyone, so that's one of the reasons why we're  
6 here. We're here also to let you know what -- a  
7 little summary of what's in the plan. The  
8 mission of the Memphis Housing Authority, as you  
9 know, hasn't changed over the years since I've  
10 been presenting the plan.

11           The mission is to provide community  
12 revitalization through a seamless system of  
13 supportive services, affordable housing, and new  
14 business development.

15           As you know, most of you are in one of our  
16 newest developments which is Uptown. The vision  
17 of the Housing Authority is to become a national  
18 model in community revitalization. Some of the  
19 goals of the Housing Authority and throughout  
20 the plan is to increase availability of decent,  
21 safe, and affordable housing and to improve the  
22 community quality of life and economic vitality  
23 in the community where that housing exist.

24           So if we build housing, we'll also try to

5

1   build other things in the community to support  
2   that housing. HOPE VI will probably talk with  
3   you about some of the other things we're doing  
4   in the Uptown which doesn't have to do with  
5   housing except the things that support the  
6   housing that we have, in fact, already built.

7           Another one of the goals, which is a very  
8   important goal, is to promote self-sufficiency.  
9   We believe in building houses and communities.  
10   We also have to enable the residents of that  
11   community to be self-sufficient.

12           One of the things that I think  
13   self-sufficient means is having economic  
14   vitality, doing the things you want to do. It's  
15   nice to have a house, but also, you want to go  
16   out and eat at the restaurants around this  
17   housing community once in a while. So economic  
18   self-sufficiency is very important.

19           Doing all of this, we do want to make sure  
20   that we assure equal opportunity in housing for  
21   all Americans. We just have to follow the Fair  
22   Housing Laws in developing housing.

23           Now, the plan that we have is a relatively  
24   small plan. It's probably the size of this

6

1 (indicating,) our presentation. But the plan  
2 also have some attachments to it, and those  
3 attachments are documents that you probably  
4 heard from me when you first signed a lease with  
5 the Housing Authority.

6         Some of you who have ownership -- it might  
7 be the homeowners, also. I don't know. But if  
8 you're leasing, this really applies to you. If  
9 you're homeownership, it really doesn't.

10         Also, we have what's called loan lease and  
11 your property papers. You've received a pet  
12 policy from your management company. We also  
13 have, at the Housing Authority, what we call the  
14 ACCOP which is the document that's a little bit  
15 thicker than this book (indicating.) It governs  
16 our policies and procedures from the time a  
17 resident enters into public house and the time  
18 they leave public housing.

19         What I'm going to discuss right now on the  
20 agenda are basically -- I'm not going to go over  
21 the entire lease agreement. I won't go over the  
22 ACCOP or the pet policy. There have been some  
23 changes in those documents. They're attached to  
24 the plan though, and it should be one on its

7

1 site next week.

2         It will be a copy of the entire plan, a  
3 copy of the ACCOP, which is an attachment to the

4 plan, a copy of the lease agreement, which is an  
5 attachment to the plan, and a copy of the pet  
6 policy, which is also attached to the plan. If  
7 you would like to read those entire documents,  
8 you can.

9         But if you are in a rental arrangement  
10 with public housing, you, in fact, have your own  
11 lease, so you have a copy of your lease, so I  
12 want to talk about a change to that lease and  
13 the change to the pet policy.

14         There's one major change to the lease that  
15 you need to be aware of. And in our lease  
16 agreement, the way it's set up, the Housing  
17 Authority has certain obligations which we're  
18 supposed to meet, and the resident has  
19 obligations which you have to meet.

20         The Housing Authority obligations are set  
21 out in the lease agreement. In the next  
22 section, the resident obligations are set out in  
23 the lease. And we have a basic change, in  
24 addition to one of the obligations for the

8

1 tenant, for the resident, and I'm going tell you  
2 about that particular change.

3         That change has -- it basically says that  
4 the resident shall not abuse alcohol in a way  
5 that disturbs the privacy and enjoyment of the  
6 other residents on that particular development.

7 What that means is: If you have to be a person  
8 who indulges in drinking alcoholic beverages,  
9 you cannot get into a state of mind where you  
10 disturb the other residents who live next to you  
11 and down the street from you.

12 If you do and you can't control what you  
13 put into your body, then you're going to have  
14 problems with your resident manager. So you  
15 can't -- you have to be able to hold your  
16 liquor. So you can't get totally intoxicated  
17 and run down the street, hollering, just acting  
18 silly. Some people tend to do that when they  
19 start to consume alcohol.

20 If you do that and disturb your neighbors,  
21 it's a violation of your lease; it's a major  
22 violation which means that your manager could  
23 ask you to move. That's a new addition. It's  
24 usually for drugs and so forth, but this is on

9

1 alcohol, which is legal. I mean, you still have  
2 to be above the age of 21, but if you do,  
3 remember, do it in your house and be quiet after  
4 you consume what you consume because if not,  
5 you're going to have problems.

6 That's the major change in the lease  
7 agreement. I think probably, if I'm not  
8 mistaken, the only change that we have in the  
9 lease agreement. It's a major change, and I

10 want you to be aware of that.

11           The other change that we have is the  
12 change in our -- in the ACCOP. These policies  
13 also carry over to our private management  
14 companies. They use our documents when they  
15 rent to you.

16           The Housing Authority -- we have certain  
17 developments that the staff at the Housing  
18 Authority manages. We have Cleaborn Homes,  
19 Foote Homes, Montgomery Plaza, Jefferson Square,  
20 Venson Center, and the terrace houses down the  
21 street. We manage those ourselves.

22           We have other developments, though, which  
23 we hire individuals to manage for us, private  
24 banking companies. Uptown is managed by a

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1 private -- the rental portion -- by a management  
2 company, but they also utilize our lease  
3 agreement for public housing. They manage  
4 public housing so they have to use the same  
5 documents which are required, by regulation, for  
6 the use of public housing.

7           We've made a significant change to the  
8 ACCOP that we want you to be aware of and know  
9 about. That change is that when you first move  
10 into public housing, we do what's called a  
11 criminal background check, among other checks.  
12 We do a criminal background check, and ACCOP

13 says we'll go back three years of all household  
14 members at the age of 17 and above.

15           We check the criminal background to make  
16 sure you haven't done anything in the past three  
17 years that would prevent you from being in the  
18 public housing. It makes sure you follow the  
19 lease agreement that you're going to sign with  
20 the public housing. Now, most of you are  
21 already residents of public housing, so you've  
22 already had a background check done, and you've  
23 passed it.

24           We now, though, have amended ACCOP --

11

1 proposals to amend the ACCOP where we're going  
2 to do a background check -- a criminal  
3 background check each year that you have to get  
4 recertified. Once you move into public housing,  
5 every year after that, we do what's called an  
6 annual recertification. You go into the office  
7 and tell the office where you're working, if you  
8 got an increase from last year, how much you're  
9 making, if you have any other changes in the  
10 family household and all of that type of  
11 information.

12           You're aware of that, right?

13                           (No response.)

14           MR. PERRY: Okay. So at the time  
15 that you do that each year, we're also going to

16 run another criminal background check.  
17 Basically what happens is we'll pick up from the  
18 time you recertified from last year until the  
19 time you recertify the next year or this year.

20         So from the time you enter public  
21 housing -- basically, after you come in public  
22 housing, each year we have a criminal background  
23 check. So it will pick up in between the time  
24 of that year of certifications. Okay? So that

12

1 will be done in order to determine if there's  
2 been a lease violation from the last time you  
3 recertified.

4         We also have an agreement with the Memphis  
5 Police Department. And a criminal  
6 background check -- I think it's done through  
7 federal agencies. We'll also have an agreement  
8 with the Memphis Police Department where we'll  
9 receive their arrest reports of any of our  
10 public housing residents including Section 8  
11 participants.

12         We'll receive a daily arrest report. If  
13 you're arrested, at 12 o'clock at night, we'll  
14 get an e-mail for every resident in public  
15 housing who's been arrested for whatever  
16 reason. We'll look at that on a daily basis,  
17 and we'll send it to our police -- our in-house  
18 department, and they'll look at it to see if, in

19 fact, there's anything that falls under the  
20 lease violation.

21         We're looking for violations involving  
22 drugs, the use of drugs anywhere in the city,  
23 and the use of drugs, illegal drugs, marijuana;  
24 you can't smoke it; you can't have it on the

13

1 premises. So if you get stopped in East Memphis  
2 with some marijuana in your car and so forth,  
3 and you get arrested, that's a lease violation,  
4 and your lease could be terminated. That's a  
5 no, no.

6         Now, if you go out -- don't do it. Don't  
7 shoplift a Kroger store, downtown -- well,  
8 that's not a lease violation. Nothing to do  
9 about that, but don't do that. It won't  
10 terminate your lease, but you would get in  
11 trouble. So we would get that, too. So  
12 anything involving our residents, we'll know if  
13 they're arrested.

14         But like I said, we only deal with things  
15 that will affect your lease. Not only that,  
16 it's public record. You could find about it,  
17 too, because all arrest reports are public  
18 records, and everything is computerized.

19         You could go to a computer and punch my  
20 name in and see what kind of traffic tickets and  
21 things I've done in the city of Memphis because

22 everything's on the computer now. You'd just  
23 have to know where to go to find it. At  
24 12 o'clock at night, every night, my phone goes

14

1 off with an e-mail. So that's one of the major  
2 changes I want you to know about.

3         The other change that we have is the pet  
4 policy, and basically, it's a change that HUD  
5 requires, as well as the first one I told y'all  
6 about, the abuse of alcohol. HUD requires that  
7 change, also. The other change that HUD  
8 requires is the pet policy.

9         We do have a pet policy in the public  
10 housing; you can have a pet. You just have to  
11 pay the deposit and follow the rules that are  
12 set out in the pet policy. One of the things  
13 we're doing is we're charging a deposit.

14         There's one exemption to that policy: If  
15 an individual has a disability and requires an  
16 animal to assist that individual in his  
17 disability, then there's no charge. You can  
18 have -- if you need an animal, you can have it  
19 in the assistance of your disability. But you  
20 must have a doctor's statement saying that you  
21 need a dog, a pet fish, or whatever you need for  
22 your disability.

23         You have a grievance procedure, and  
24 there's no change to the grievance procedure.

1           And most of you have a -- also the  
2 Self-Sufficiency Agreement. There's no change  
3 with that either, but someone else will talk  
4 about that.

5           That looks like all that I have to talk  
6 about on changes for the major documents, and so  
7 next, we'll have Jacqueline Partee.

8                         MS. PARTEE: Good evening. Greg  
9 was pretty long, but me, I'm not going to put  
10 you all to sleep.

11           One of the things that we want to  
12 emphasize to our customers is that we're raising  
13 the bar, and I want Mr. Perry to stop saying  
14 "public housing" because you all live in a  
15 mixed-income community.

16           It's not public housing anymore. It's  
17 what we call affordable housing. So I'm going  
18 to make sure the staff start saying affordable  
19 housing or a mixed-finance community because  
20 that's where you live. It's not a development.  
21 It's not a project. It's a community.

22           You understand that, Mr. Perry?

23                         MR. PERRY: Yes, ma'am.

24                         MS. PARTEE: I got tired of

1 hearing him say it.

2           Community service and self-sufficiency,

3 that's what I'm here to talk about today. The  
4 Memphis Housing Authority coordinates and  
5 promotes programs that enhance the economic and  
6 social self-sufficiency of all residents.

7 Services and programs that operate in each  
8 of the Housing Authority's high-rises, Jefferson  
9 Square, Barry Towers, Borda Towers, and Venson  
10 Center, are as follows -- this is what we're  
11 proposing to continue for the next five years or  
12 one year and then five.

13 We have what's called a MIFA Home  
14 Deliverance Meal Program, and if you are elderly  
15 or frail and you're unable to cook for yourself  
16 or you're afraid you're going to start a fire,  
17 you can call MIFA, and MIFA will come out and  
18 assess your needs and determine if you are  
19 eligible to receive home-delivered meals.

20 All they ask for is a donation; that's how  
21 they continue to operate their program. They  
22 once had what was called congregate sites where  
23 people would come together, but with the  
24 economic problems that are going on now, they

17

1 had to cut a lot of those sites. So what  
2 they're doing now is providing more  
3 home-delivered meals.

4 We also have a program that we want to  
5 continue with, the Aging Commission of the

6 Mid-South. We're in partnership with them where  
7 they provide homemaker services. Our homemakers  
8 are residents that live on our property,  
9 particularly in our high-rises.

10       What they do is provide light housekeeping  
11 to residents who would probably be  
12 institutionalized if it wasn't for the  
13 homemaker. That's one of the major goals: To  
14 help people stay in their homes longer.

15       We have an agency that's called Family  
16 Home Health, and right now, they operate two  
17 clinics in two of our high-rises. They're open  
18 every day, Monday through Friday, and it's  
19 Family Home Health. Not only do they have  
20 clinics in the high-rises, they also go out on  
21 the properties to serve residents.

22       They do housekeeping. They will cook.  
23 They send nurses out and homemakers out, make  
24 your bed, help you with your nutrition, do blood

18

1 pressure checks, cholesterol checks, those kinds  
2 of things.

3       We have a program and some of you all may  
4 be aware of it. It's call -- it's with the RISE  
5 Foundation. RISE stands for Responsibility,  
6 Initiative, Solution, and Empowerment. In that  
7 program, they have what's called an Individual  
8 Development Account. It's a save-up program.

9           If you're employed and you join that  
10 program, you can save money, and they will match  
11 it. For every dollar you save, they match it  
12 with two dollars.

13           Have y'all heard of that program?

14                     UNIDENTIFIED SPEAKER: No, ma'am.

15                     MS. PERRY: The RISE Foundation  
16 have a homeownership program where that money  
17 that you're saving in the save-up program, you  
18 can use it to purchase a home, buy a car. We've  
19 had people to also purchase computers. So  
20 that's the RISE Foundation, a save-up program.

21           And if you need more information, I'll  
22 make sure that Mrs. Olden gets some information  
23 in her office so that when you go in to pay your  
24 rent, you can pick up some brochures about the

19

1 program that we have; that we want to continue  
2 to have.

3           We also have a program for our youth, and  
4 it's called the GOAL Card Program, G-O-A-L.  
5 Right now, that program operates in College  
6 Park, which was once LeMoyne Gardens, and at  
7 Foote Home. We're in the process of expanding  
8 that program. This program is for young people  
9 who don't necessarily make good grades, but it's  
10 a program to give them incentives to do better  
11 in school.

12           They present their report cards every six  
13 weeks, and for improvement, like if they get a  
14 better conduct grade, if they made a "C" for the  
15 last six weeks and made a "B" this next six  
16 weeks, they'll get points for those grades.  
17 When we add those points up, they can go to a  
18 store that we have.

19           What we've done is put items in the store  
20 that the youth wanted, that they felt would  
21 motivate them to do better in school. They may  
22 get a DVD, a doll, school supplies, school  
23 uniforms. They've got tickets to the plays that  
24 they have down at the Orpheum. We've found that

20

1 this has been a very successful program for our  
2 youth, to keep them out of trouble.

3           We have a Boy Scouts Program on one of our  
4 developments. It originally was at Dixie Homes  
5 which is now Legends Park. Once that  
6 development was demolished, that program moved  
7 out to Montgomery Plaza, and that's out in South  
8 Memphis off of Parkway. It's near the Ford  
9 Funeral Home, in case you're trying to find out  
10 where it is.

11           We have a Boy Scouts Program out there.  
12 Right now, we have about 40 young men who  
13 participate in that program. They go camping.  
14 They have meetings. They get to associate with

15 other young men across the country, across the  
16 city. We have paid for them to go to the Boy  
17 Scouts Camp.

18 We have a fantastic program that's been  
19 going on since Mr. Lipscomb came to the Housing  
20 Authority, and that's our Executive Director's  
21 Scholarship Program. Our youth are able to make  
22 application if they're seniors in high school,  
23 and they are going to graduate and they've  
24 received an acceptance letter from school.

21

1 It can be a beauty school, a technical  
2 school, a college, a junior college. All that  
3 we require them to do is to have that acceptance  
4 letter, provide us with three references, and  
5 write an essay as to why they need the money to  
6 go to school.

7 I'm happy to tell you that we have two  
8 young ladies who have finished college. One is  
9 working on her master's degree, and one is still  
10 in Knoxville, and she's working on her master's  
11 up there. We have one here in Memphis who works  
12 at Whitehaven Southwest Mental Health Center,  
13 and she's working on her master's.

14 I think that's just fantastic, and it  
15 motivates the young people to know that someone  
16 is behind them. As long as they're in school,  
17 we will assist them every six weeks, as long as

18 they keep they're grades up. So we're glad to  
19 say that we have got two young people who have  
20 completed college.

21 We also have -- and you know with the  
22 economy in the state that it is now, people are  
23 looking for jobs; people are losing their jobs;  
24 people need better jobs. We have what's called

22

1 the Resident Employment and Training Center.  
2 We're partners with the career center downtown.  
3 That center is open every day.

4 If you're looking for a job, you can go to  
5 that center, and they have listings of jobs.  
6 They have listings of training programs.  
7 They're getting ready to have a job fair;  
8 employers come in.

9 We have a Section 3 Program that is  
10 responsible for looking at our residents first  
11 when we have jobs with construction or clean-up  
12 or lead abatement, any activities to help when  
13 you demolish the properties. We encourage those  
14 contractors to hire our residents. That's the  
15 Section 3 Program, and you can apply with them  
16 if you're interested in one of those jobs.

17 We also have case management. We've  
18 started our Case Management Program through our  
19 HOPE VI grants. The case management is a  
20 nonprofit that came out of an organization from

21 St. Louis, Missouri. It's called Memphis HOPE,  
22 and they have case managers.

23         What those case managers do is work with  
24 our residents who are relocated to make sure

23

1 that they can meet the criteria to return to the  
2 property they were relocated from or to be able  
3 to remain at the property they were relocated  
4 to.

5         They are to help you in maintaining  
6 employment, finding better employment, making  
7 sure that you have all the resources you need to  
8 become self-sufficient and remain  
9 self-sufficient. Memphis HOPE is doing a  
10 fantastic job with working with our residents.

11         One of the programs gets funded by the  
12 Women's Foundation, and our other two case  
13 management programs are funded through a program  
14 that HUD granted us.

15         Right now, we're looking at -- and I know  
16 Mrs. Olden does this each time she approves an  
17 application for a new tenant -- and that is the  
18 Tenant RISE Orientation. You know what that  
19 is? That's when she talks to you about the  
20 rules and regulations in the community; what you  
21 can and cannot do; what you must and must not  
22 do, and what you need to do.

23         It's things like paying your rent on time,

24 don't have a lot of noise and disturbing your

24

1 neighbors, keep your dogs out of somebody else's  
2 yard, just different tolerance kind of things  
3 that they will allow or not allow. She conducts  
4 her Tenant RISE Training here in Uptown.

5 We have a program that has been mandated  
6 through HUD from Congress. It's a law, and it's  
7 called the Community Service Program. It's  
8 where if you don't work, you must perform eight  
9 hours of community services.

10 With our HOPE VI properties, however, it  
11 does not apply because in order to live here,  
12 you must work. That's something that's going  
13 across -- not just in Memphis -- but it's going  
14 across the country because of the improvements  
15 that are being made in public housing.

16 They want better housing, so you've got to  
17 act better and appreciate the newness and the  
18 beauty and all of the amenities that you get in  
19 housing. So in our properties, on our  
20 properties, if you don't work, you must perform  
21 community services, and it's only eight hours a  
22 month. If you don't perform those community  
23 services, your lease could be terminated.

24 We have another program, and I think our

25

1 staff may have come out and talked to you all  
2 about the Family Self-Sufficiency Program. That  
3 is another program where you receive money as an  
4 incentive, and that is: If you're working and  
5 your income is increased, that means your rent  
6 is going up.

7       If you're in the Family Self-Sufficiency  
8 Program, that increase -- let's say your rent  
9 was increased by a hundred dollars. That  
10 hundred dollars goes into an interest-bearing  
11 escrow account. In joining that program, you  
12 have goals and objectives you must meet. It's a  
13 five-year program, but if you meet your goals  
14 and objectives in three years, you can graduate  
15 from the program.

16       We have awarded residents in that program  
17 from a hundred dollars to nine and ten thousand  
18 dollars because they remained in the program,  
19 they were off of government assistance for a  
20 year, and they requested their funds because  
21 they met their goals.

22       They can take that money and do whatever  
23 they want to do with it. They can buy a house;  
24 they can burn it up if they wanted to. It's

26

1 their money, but we encourage them to do  
2 something constructive. That's a lot of money  
3 to throw away.

4 Did anyone have any questions?

5 (No response.)

6 MS. PARTEE: Thank you for  
7 listening.

8 MR. SWINDLE: Good morning. My  
9 name is Mike Swindle, and I'm with the Capital  
10 Improvements Department of the Memphis Housing  
11 Authority. What we do at Capital Improvements  
12 is we mostly handle those things that are a  
13 step above and beyond your routine maintenance  
14 type jobs.

15 For instance, for the Uptown Homes, we've  
16 installed the security doors. That was part of  
17 the Capital Improvements Department. I just  
18 want to give you an update on what's going on  
19 with those developments, short-term and a little  
20 bit of long-term.

21 We don't have a lot going on because of  
22 the decreasing funds over the past years. We  
23 mostly try to handle items that are mostly --  
24 maybe a risk of safety and health to the

27

1 residents. All right.

2 For this development, for Uptown, we  
3 didn't plan anything for this upcoming year.  
4 That doesn't mean our plans won't change, but we  
5 didn't plan very much for the upcoming year.  
6 We're looking mostly toward the older

7 developments, such as Foote Homes, Cleaborn, the  
8 high-rises, those areas.

9         For the high-rises and for Cleaborn and  
10 Foote, we're looking at -- we're considering a  
11 project. I don't know if you've heard about  
12 it. It's called the Triangle NOIR under the  
13 economic stimulus package and all that stuff.  
14 So for those older developments -- I'm talking  
15 about Cleaborn and Foote, two low-rises, and the  
16 four high-rises which would be Venson, Borda,  
17 Jefferson and Barry.

18         Looking at the Triangle NOIR which  
19 includes the demolition of Cleaborn and Foote,  
20 revitalization of those areas, and then we have  
21 the disposition of the high-rises. Okay.

22         And we've been looking at this for --  
23 well, we've been looking at the high-rises for a  
24 while because high-rises present a problem as

28

1 far as their being in an earthquake zone and not  
2 having the earthquake protection necessary.  
3 That's just not high-rises; it's all of those  
4 buildings. Most of those old buildings downtown  
5 have the same problems. That's what we are  
6 looking for.

7         It's depending on the economic stimulus  
8 package, can we get enough federal funds, then  
9 we can take this on. If not, then we'll just

10 set a certain amount of funds to perform that  
11 work. So if it's something dealing with HOPE VI  
12 or something like that, then we'll turn it over  
13 to Ms. Phillips to take care of. We'll just  
14 take care of the demolition portion of it.  
15 That's what we've done in the past.

16 In other developments, G.E. Patterson and  
17 Askew Place, we're looking at the same thing we  
18 did for Uptown Homes and that's putting in  
19 security doors. All right.

20 Other than that -- I think Borda -- they  
21 should be putting in a new roof. At Venson,  
22 we've got a problem with the plumbing system.  
23 The sanitary drain is not really serious for the  
24 residents, but there is a plumbing problem in

29

1 one of the units on the lower floor. We want to  
2 take care of that problem.

3 I think at Askew Place we're also planning  
4 on putting in an irrigation system.

5 I think that's about it for me. That's  
6 all I have. Any questions?

7 (No response.)

8 MR. SWINDLE: Thank you.

9 MR. PERRY: As far as safety and  
10 crime prevention measures, we don't have  
11 anything that's -- I should let Mr. Olden  
12 address it because he's with that department.

13 There's nothing new on the planning board for  
14 that.

15 For the high-rises, though, we do plan on,  
16 the first Sunday of each month, having 24-hour  
17 security available. We're working very closely  
18 with the police department like I said earlier.  
19 Each day they send us an arrest record. We're  
20 working very closely with them.

21 Most of our -- if you have any new  
22 emergencies, it's probably going to be very  
23 technical with cameras and so forth,  
24 surveillance and things like that. As far as

30

1 just patrolling, we don't have the funds at this  
2 time to increase our patrolling as far as the  
3 individual.

4 Most things will be on a technical basis  
5 as far as safety provisions. Again, we'll be  
6 working very closely with the police department,  
7 and that is it for safety and security.

8 At this time, we'll have Ms. Luretha  
9 Phillips with the HOPE VI Department.

10 MS. PHILLIPS: Thank you. Good  
11 evening. I'm Luretha Phillips, and I work in  
12 the redevelopment department of HOPE VI, and all  
13 of you know that this was a HOPE VI  
14 redevelopment area.

15 The primary goal for the HOPE VI

16 Department and MHA as a whole is to improve the  
17 living conditions of public housing families.  
18 We do that through providing more decent, safe,  
19 and sanitary affordable housing, public housing  
20 units at affordable housing complexes, and  
21 market-rate housing at our mixed-income sites.

22         We also intend to enhance the quality of  
23 life outcomes for our seniors. We have a senior  
24 development here at Looney and Third Street as

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1 part of Uptown. We have three more: One at  
2 University Place, one at Latham Terrace and  
3 another at College Park.

4         If it's financially feasible, we're going  
5 to undergo planning and design to see if it's  
6 feasible to develop another high-rise or a  
7 low-rise, rather, at Legends Park. As you know,  
8 that's the old Dixie Homes. We have four  
9 approved to date. We'll go through the process  
10 of seeing if that's feasible for one more  
11 low-rise senior facility. That's for seniors 62  
12 and above.

13         We also have to increase job opportunities  
14 for working families -- and that's at our HOPE  
15 VI sites -- and helping work-bound families with  
16 their self-sufficiency goals. Ms. Partee takes  
17 the lead on that. That's one of the goals of  
18 the HOPE VI areas, as well. To increase

19 homeownership opportunities, that's for families  
20 where homeownership is their goal.

21         We have a homeownership program at  
22 Uptown. We've built a hundred and ten HOPE VI  
23 homes. A hundred of those have sold, and we  
24 have ten more to sell. If anyone's interested,

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1 those homes range from about 90,000 to about  
2 150,000. There is down payment assistance  
3 that's available for potential homeowners.

4         We also intend to make application to HUD  
5 for additional funds. As the HOPE VI Program,  
6 as Mr. Swindle mentioned, is done with stimulus  
7 funds. It may be a combination, but the Housing  
8 Authority -- whatever funds are available -- we  
9 do plan to seek additional funds for  
10 redevelopment of additional public housing sites  
11 to be identified and other neighborhood  
12 improvements.

13         We must, through a HUD process, prepare a  
14 disposition plan. Many of you may have noticed  
15 that at Mill and Danny Thomas, we're going  
16 through a process of working with our developer  
17 to redevelop that area. We're in communication  
18 and contact with a local pharmacy, and I can't  
19 say which one, but we're looking at locating a  
20 pharmacy into that area at Mill -- on the corner  
21 of Mill and Danny Thomas.

22           That means jobs and jobs that are within  
23 walking distance for those families once that  
24 pharmacy is developed. We're actually looking

33

1 at doing that within the next six months, to  
2 start that process.

3           We're also looking at a small grocery  
4 store. They're in communications with a small  
5 grocery store because that's needed for the  
6 area. So that'll be a good added feature to the  
7 site.

8           And then we also -- what I understand from  
9 today -- I got additional information that a  
10 fast-food restaurant also is interested in that  
11 area. But where you see nothing but vacant  
12 property, that is where a commercial and retail  
13 center will be developed. It's called the  
14 Uptown Commercial Center.

15           We will have to -- one of the reasons I'm  
16 telling you this is because we will have to  
17 dispose of that site, sell it to a developer,  
18 and we have to get HUD's approval to dispose of  
19 it and sell it so that they can build those  
20 things on that site.

21           Legends Park, the senior-only rental  
22 facility, we have to dispose of that land in  
23 order to build a senior facility. So if it is  
24 financially feasible, we'll be submitting a

1 disposition application to HUD for that, as  
2 well.

3           In the next six months or so, we will look  
4 at disposing of the land at the corner of Ayers.  
5 This is at the corner of Ayers and Poplar, where  
6 the Le Bonheur Hospital is, just down the  
7 street. We've partnered with Le Bonheur and  
8 Methodist to build the FedEx House. They're  
9 going to build it; they're going to finance it,  
10 but we have to dispose of about three acres of  
11 land to transfer to them so that they can build  
12 this FedEx House.

13           It's lodging for -- like the Ronald  
14 McDonald House, it's lodging for patients -- the  
15 families of patients of Le Bonheur. We think  
16 that'll be a good community-service type of  
17 project, as well.

18           We're going to start construction of the  
19 McKinley Park Homeownership Program. As I've  
20 mentioned, we have 110 houses at Uptown that was  
21 scattered throughout the neighborhood. We also  
22 will build 30 homes at McKinley Park. Those  
23 homes will range from 85 to about 125,000. The  
24 purchase price -- development cost -- that's

1 more than that, but we're riding down the cost.

2           Down payment assistance is available

3 through Housing Authority as well as through the  
4 City of Memphis Housing and Community  
5 Development.

6         We're going to get started on four models  
7 associated with McKinley Park. They're going  
8 through -- the applicants are going through  
9 homeownership training now. That is a  
10 requirement for any program, Homeownership  
11 Program, that the Housing Authority is involved  
12 with. You have to go through homeownership  
13 counseling.

14         We're going to start with four models.  
15 That is going to get started. We just closed in  
16 November, so HUD has funded us for that. And as  
17 soon as the weather is good, we'll get started  
18 on the first four models. Hopefully that  
19 program will go as well considering everything  
20 that's going on in the economy -- with the  
21 economy.

22         We will also develop an application for  
23 HUD for the Lease-Purchase Program. We've  
24 mentioned those ten houses at Uptown. We have

1 the ten that hadn't sold. Our developer --  
2 we've provided that if those homes didn't sell  
3 by a certain period of time, we will approach  
4 them about a Lease-Purchase Program.

5         We may, if those homes hadn't sold by the

6 time HUD approves this, put those ten houses  
7 under a Lease-Purchase Program for those  
8 families that are not quite ready for  
9 homeownership but they desire homeownership;  
10 homeownership is they're goal, but they aren't  
11 quite ready yet.

12         Acquisition in the Housing Conversion  
13 Plan, that is for any properties that we buy and  
14 convert to public housing. We must have HUD's  
15 approval to acquire those properties. Those are  
16 the particular applications that must be  
17 submitted in order for us to do those  
18 activities.

19         As Mr. Perry has mentioned, there are no  
20 changes to the SRA. As you know, anyone that is  
21 not exempt from the Self-Reliance Agreement at  
22 HOPE VI sites, basically, must meet the  
23 requirements that persons work full-time, 30  
24 hours a week, enrolled in a job training or

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1 education program, and you're exempt if you're  
2 62 or above. So there's no changes to the SRA.

3         The more specific Uptown improvements --  
4 as we've mentioned, the -- we're negotiating  
5 with a local pharmacy, small grocery store, and  
6 then to build the 22 market-rate homes.

7         Also on that little site -- we call it the  
8 east and west block. The west block is where

9 the pharmacy will be located, and we're looking  
10 at another bank to be located on that block, as  
11 well.

12 We're going to dispose of the land that  
13 the Housing Authority owns so that we can  
14 develop 22 more houses. Those will be  
15 market-rate houses, and they're looking at  
16 possibly a townhouse style.

17 We're approaching the City, and that's  
18 what we're going through the process now. We're  
19 meeting with city council members so that we can  
20 get plans approved and bought by funding to do  
21 additional commercial development in the Uptown  
22 Area, additional single family and multifamily  
23 rehabilitation.

24 There's still a lot of work to be done.

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1 There are a lot of homes that are deteriorating.  
2 There are some historic homes, real nice homes,  
3 in the area that need some work. We hope,  
4 through the additional funds that we apply to  
5 the City for, that we can -- and the community  
6 redevelopment agency -- we can get that  
7 additional funds to do some more work.

8 We've completed all of the activities on  
9 the HOPE VI application, and now we're going  
10 into Phase 2 where we hope to spread further out  
11 or further north, in the -- of course, Chelsea

12 Avenue.

13           The general guidelines for the  
14 Homeownership Program that the Housing Authority  
15 administers are that the families may qualify  
16 for down payment assistance. That's through the  
17 City of Memphis or through the Housing  
18 Authority.

19           It's families -- to qualify to buy the  
20 home, it'll be above 80 percent, annual monthly  
21 income. But to get down payment assistance, you  
22 have to be 80 percent or below for a family of  
23 four. It's a scale that HUD goes by.

24           The City of Memphis down payment

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1 assistance, you can get up to an additional  
2 \$10,000. That depends on what the need is. If  
3 you qualify for a first-mortgage, then down  
4 payment assistance kicks in after that. That  
5 helps to ride down the cost of the home, too, to  
6 the buyer.

7           There's a minimum of one percent for the  
8 down payment; it's a cash down payment from the  
9 applicant. You have to put into this, as your  
10 investment, one percent on the purchase price.  
11 That could be from your own savings, Family  
12 Self-Sufficiency, or from the RISE Program, as  
13 far as what you've saved up through those  
14 programs, and the completion of a qualified

15 Homeownership Training Program.

16           Also, one of the main things is acceptable  
17 credit history and employment from your lender,  
18 you know, whatever your bank requires, and that  
19 is the guidelines that you have to follow.

20           For the SHAPE Program, some of you may  
21 know that under the Housing -- the Section 8  
22 Program -- you can convert your mortgage --  
23 excuse me -- your rental assistance vouchers  
24 into a mortgage assistance voucher. The voucher

40

1 holder must be a current housing conversion  
2 voucher holder.

3           The adult head of household or the spouse  
4 must have been continuously employed for one  
5 year. The employment requirement is waived for  
6 disabled families.

7           The household income for a disabled family  
8 is a minimum of 14,100. And for the -- that's  
9 for the Section 8 family, and for the disabled  
10 family, it's 10,500. Also for a Section 8  
11 family, your family must complete a  
12 Homeownership Training Program, as well.

13           Okay. Those are basically the activities  
14 that we have planned for Uptown. We've got  
15 some exciting things that are going to happen  
16 and you'll see happen within the next three to  
17 six months. If the funding allows, we'll be

18 redeveloping in the area for the next two or  
19 three years.

20 Thank you for listening, and I'll turn it  
21 back over to Mr. Perry.

22 MR. PERRY: Thank you very much,  
23 Ms. Phillips.

24 Are there any comments, anything you'll

41

1 like to ask us, any suggestions you'll like to  
2 make?

3 (Resident raises hand.)

4 Let me just ask you to give me your name  
5 and where you live.

6 MS. THOMAS: Good afternoon,  
7 everyone. My name is Rita Thomas, and I live in  
8 Uptown Homes, and I wanted to know if there was  
9 any consideration for a park in the neighborhood  
10 at all, even beyond the one down at Greenlaw.

11 MS. PHILLIPS: That's the only  
12 park. There's a -- of course, the City park,  
13 the park commission operates a park at Greenlaw,  
14 and I don't think the City has any plans to  
15 upgrade that one. That's the only other park.  
16 We don't have a park in the Housing Authority  
17 redevelopment plan to develop any more green  
18 spaces.

19 MS. THOMAS: I just wanted to  
20 know if the benefit from the FedEx House benefit

21 the City or the Housing Authority. Does any of  
22 that go back into some of the efforts that you  
23 all have out there for the HOPE VI project or  
24 what?

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1 MS. PHILLIPS: Well, it's  
2 actually -- the FedEx House is sponsored by the  
3 Smith family and the Graf family. They are  
4 totally taking care of the development costs.  
5 The Housing Authority role is to transfer the  
6 appropriate land, about three acres or so, up to  
7 six acres. For these first couple of phases,  
8 they want to build a three-acre portion.

9 They will have -- the benefit is directed  
10 to the families of patients of Le Bonheur, and  
11 it's to help them offset their costs in coming  
12 to Le Bonheur being treated for an extended  
13 period and they don't have a place to stay.

14 Another benefit and some of the services  
15 there -- they also have -- the planned  
16 initiative for the FedEx House is outreach, and  
17 they're looking at possibly day care services,  
18 and that will benefit the community. Some of  
19 the outreach activities that they have planned  
20 benefits the general community.

21 MS. THOMAS: For those 22 homes  
22 that you're building, where is McKinley Park? I  
23 don't know where that is.

24

MS. PHILLIPS: McKinley Park is

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1 located on vacant land across the street from  
2 Askew Place. Askew Place is a part of the old  
3 Cleaborn Homes. There will be 75 set aside for  
4 former Dixie Homes' residents, and the other 25  
5 are for people that qualify, anybody that wants  
6 to buy a home. They're real nice homes. You'll  
7 see something within the next -- probably the  
8 next three or four months.

9 MS. THOMAS: Are those the  
10 market-rate homes that you've mentioned?

11 MS. PHILLIPS: They're  
12 affordable.

13 Also, you mentioned about the benefit  
14 of Le Bonheur. Le Bonheur and Methodist have  
15 committed to three million dollars to the  
16 Housing Authority to assist with social  
17 services.

18 Ms. Partee, would you like to mention  
19 anything about that?

20 MS. PARTEE: One of the things  
21 application of HOPE VI is that we did not ask  
22 for funding for case management, social  
23 services. The Women's Foundation came to the  
24 table to say that they will assist us because

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1 they work with low-income families. And they  
2 wanted to be a part of what was happening for  
3 our public housing residents. So they pledged  
4 6.2 million dollars to pay for the case  
5 management services that we offer for Dixie and  
6 for Latham Terrace.

7 MS. PHILLIPS: It was 7.3 million  
8 dollars.

9 MS. PARTEE: Oh, 7.3 million  
10 dollars.

11 And so they provide the case management to  
12 our residents who are interested in returning to  
13 those properties.

14 MS. PHILLIPS: So that's one of  
15 the benefits. Le Bonheur and Methodist have  
16 pledged three million dollars to us to give them  
17 the land to build the FedEx House.

18 MR. PERRY: State your name,  
19 please.

20 MS. FRANKLIN: My name is Rita  
21 Franklin, and I live in the Uptown Homes. What  
22 I wanted to know about -- you were talking about  
23 the HOPE VI. We as residents under the program,  
24 how would that help us to be able to convert

45

1 into the HOPE VI if we wanted to be a  
2 homeowner?

3 MS. PHILLIPS: Well, we have ten

4 homes that are left here, and that's -- if  
5 you're interested in staying in Uptown, then you  
6 can see -- I can give you a number after this,  
7 and you they --

8 Pauline, what's the address for the --

9 MRS. OLDEN: For Lottie?

10 MS. PHILLIPS: Yes.

11 MRS. OLDEN: 534 North Second.

12 MS. PHILLIPS: Okay. She's right  
13 at Second and Mill. See Lottie Jones. Just go  
14 by and they'll show you the floor plans that  
15 they have and then talk with you about  
16 homeownership in Uptown.

17 Now, those are the homes that are already  
18 ready. The homes that are to be built are at  
19 McKinley Park. That is on the old Cleaborn  
20 Homes' site. It's built versus going to be  
21 built.

22 MR. PERRY: Anyone else have any  
23 comments or suggestions or improvements to the  
24 plan?

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1 MRS. OLDEN: We have two  
2 questions. One in regards to the case  
3 management services, and the another is the  
4 scholarship program for the kids to graduate.

5 Can the Uptown seniors get into that  
6 program?

7 MS. PARTEE: Yes.

8 MRS. OLDEN: And the GOAL Card  
9 program, as well?

10 MS. PARTEE: Yes.

11 MRS. OLDEN: Okay. Thank you.

12 MR. PERRY: Yes, ma'am?

13 MS. ESKRIDGE: My name is Ethel  
14 Eskridge, and I live in the Uptown Homes. My  
15 question is: As far as the scholarship goes,  
16 what do we have to do and who do we have to talk  
17 to because my grandson is in the twelfth. He  
18 has a 3.5 grade point average, and I want him to  
19 go places and do things.

20 MS. PARTEE: You need to call me,  
21 and here's my card.

22 MRS. OLDEN: Ms. Partee, can you  
23 give us information to give to all the  
24 residents?

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1 MS. PARTEE: Yes, I will, because  
2 I lose money sometimes because I don't get  
3 enough youth requesting scholarships.

4 MS. PHILIPS: I would like to  
5 make one more comment about the houses. If  
6 there's an opportunity for us to utilize the  
7 down payment assistance program and you know,  
8 it's -- we've given as much as forty or fifty  
9 thousand dollars down on a house.

10 Now, we're not giving away forty or fifty  
11 now because we're at the end of the program and  
12 at the end of the money, but it's a wonderful  
13 opportunity to ride down the cost of a home,  
14 make it affordable, and you know, those are nice  
15 homes; they're in the area. If any of you  
16 decide not to get one in Uptown, then McKinley  
17 Park -- those are going to be some nice homes,  
18 as well.

19 Thank you.

20 MR. PERRY: If there are no more  
21 comments, we're going to close this meeting.  
22 Thank you all for participating.

23 (The meeting concluded at  
24 approximately 5:45 p.m.)

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1 C E R T I F I C A T E

2 STATE OF TENNESSEE:

3 COUNTY OF SHELBY:

4 I, LASHAWN LYONS, Certified Court

5 Reporter and Notary Public, Shelby County,

6 Tennessee, CERTIFY:

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11 2. Being a Court Reporter, I then reported  
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16 transfer of it will be in violation of Tennessee  
17 Code Annotated 39-14-149, Theft of Services.

16 WITNESS MY SIGNATURE, this, the \_\_\_\_ day  
17 of \_\_\_\_\_, 2009.  
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20 \_\_\_\_\_  
21 Lashawn Lyons  
22 CCR, Court Reporter and  
23 Notary Public\*\*\*\*\*

22 My commission expires:  
23 June 20, 2012  
24

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2 MEMPHIS HOUSING AUTHORITY  
3 FY2005-2009 PHA PLAN  
4 &  
5 ANNUAL PLAN FOR FY2009  
6 DEVELOPMENT HEARING  
7 R. Q. VENSON CENTER  
8 Monday, January 26, 2009  
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APPEARANCES

MHA LEGAL COUNSEL:

MR. GREGORY PERRY

CAPITAL IMPROVEMENT NEEDS:

MR. MICHAEL SWINDLE

OPERATIONS AND MANAGEMENT:

MR. WILLIAM WEBB

HOPE VI GRANTS DISPOSITION:

MS. LURETHA PHILLIPS

Reported by: Lesley L. Spence, CSR

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P R O C E E D I N G S

\* \* \* \* \*

(The meeting commenced at  
approximately 3:03 p.m.)

MS. HARRIS: Welcome and thank you  
all for being on time today. As you all know,  
this is -- from the flyers that were put up in  
the last couple of weeks is that this is going to  
be our monthly resident association meeting, and  
we have a guest here today from the  
administration -- the Memphis Housing Authority  
here to explain the annual and five year plan  
changes and proposals. They brought it before  
you all before they put it out.

Okay. Do you want me to introduce  
everybody up here or are you going to do that?

MR. PERRY: I guess I'll do that.

18 MS. HARRIS: Okay. I present to  
19 you all the team from Memphis Housing Authority  
20 Legal and Administration; okay? I turn the floor  
21 over to the attorney, Mr. Gregory Perry.

22 MR. PERRY: Good afternoon.

23 THE RESIDENTS: Good afternoon.

24 MR. PERRY: On behalf of our

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1 executive director, Mr. Robert Lipscomb, we want  
2 to again welcome you to our five year and annual  
3 plan session for this development for 2009. As  
4 you know, we usually make this tour every year.  
5 And, again, we're glad to be here this year.

6 Before I get started on my  
7 section -- and all of you have an agenda. Before  
8 I get started on my section, I want to make these  
9 announcements. We do have here sitting to my  
10 right a court reporter, and she's going to be  
11 taking down everything that we are saying here  
12 today. So at the end of the sessions, I know we  
13 have a question and answer period, but whenever  
14 you -- at the end of our presentations, the  
15 speaker might give you time to address him or  
16 make comments or so forth. But when you do, I  
17 want you to please stand, give your name and  
18 where you live and also tell us how long you've

19 been a resident of public housing, if you don't  
20 mind.

21 Stand, give your name and where  
22 you live and that you're a resident of public  
23 housing. You also should have -- hopefully  
24 have -- do we have the cards? If we don't, we're

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1 going to get you some cards. We're going to pass  
2 those out. You might want to jot something down.  
3 You can use the back of your agenda to jot  
4 something down you might want to ask us later,  
5 just where you can remember it. We have some  
6 cards hopefully that we'll pass out to you for  
7 that purpose.

8 Okay. Also my final announcement  
9 is if -- we're going to be discussing the  
10 annual -- the five year and annual plan, our  
11 plans for particular developments, this  
12 development for the next year for -- for next  
13 year because the annual plan will change again --  
14 we have a new five year plan after next year's  
15 plan in 2010 -- but what we're doing for the  
16 upcoming year. So that's basically what we're  
17 discussing, this development and all the other  
18 developments. I'll give you a brief overview;  
19 all right?

20                   Now, if you have specific problems  
21 though regarding your individual units where you  
22 live in this development -- you know, like if  
23 your commode is now stopped up and has been  
24 stopped up for the last five days and you're

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1   trying to get it fixed, those types of problems,  
2 then after we get through, the manager is going  
3 to be here to take those specific problems that  
4 you have for your particular units.

5                   All right. We're going to cover  
6 those today too but after we get through  
7 discussing the annual and five year plan, we'll  
8 deal with issues you have regarding your units.  
9 What we're trying to discuss today is overall  
10 things that relate to the upcoming planning year,  
11 2009, and going forward in the future.

12                   All right. Are we clear on that?

13                   THE RESIDENTS: Uh-huh.

14                   MR. PERRY: Okay. If so -- now  
15 let me find my notes and we will now get started  
16 with my presentation. And I'm going to talk to  
17 you about the missions and goals of the Housing  
18 Authority. And since I have the mike, I'll then  
19 discuss some of the changes that are proposed in  
20 the annual plan. The mission of the Memphis

21 Housing Authority is to provide the community --  
22 is to provide community revitalization through a  
23 seamless system of supportive services,  
24 affordable housing and new housing development.

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1 Now, again, our goal is to provide  
2 affordable housing and a system of supportive  
3 service for you, so it's social, economic --  
4 social and the housing that is our mission. Our  
5 vision statement is the Memphis -- of Memphis  
6 Housing Authority is to become a national model  
7 in community revitalization. That means we want  
8 to revitalize the community. You can notice that  
9 by what's formerly Dixie Homes. You know, that's  
10 completely gone. Have any of you been recently  
11 down on Poplar where Dixie Homes used to be? You  
12 see some new buildings going up in the  
13 background, so that's part of the revitalization  
14 that we're trying to do in the community.

15 You also notice what used to be  
16 Hurt Village is now called Uptown, and those are  
17 all new buildings and so forth that went up  
18 there -- houses, apartments. So that's our  
19 revitalization effort. As you know, basically  
20 we're probably down to almost -- the Housing  
21 Authority operates maybe nine or ten developments

22 now that's left for us to operate ourselves.  
23 Some of the other developments again are operated  
24 through private management. But that's the goals

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1 and the mission statement of the Housing  
2 Authority -- excuse me -- the mission statement  
3 and our vision.

4                   Now, some of our goals -- I'm  
5 going to give you some of our goals of the  
6 Housing Authority just briefly. Our major goal,  
7 our first and foremost goal, I guess, is to  
8 increase the availability of decent, safe and  
9 affordable housing. We want to increase the  
10 housing stock here in the City of Memphis.  
11 That's our number one goal. It has to be decent,  
12 safe and affordable.

13                   Our second important goal is to  
14 improve the community's quality of life and the  
15 economic vitality of the community. In other  
16 words, we want to make your life for you --  
17 improve the overall quality of your life, also  
18 the economic situation in the city. We want to  
19 promote -- the third goal is very important -- to  
20 promote self-sufficiency for the individuals and  
21 families who reside in our developments.

22                   And then finally, we want to make

23 sure we insure equal opportunity in housing for  
24 all the citizens in this community. Those are

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1 our basic four goals; all right? Number one,  
2 increase the availability of decent, safe and  
3 affordable housing, improve the quality of life  
4 in the community both socially and economically  
5 and promote self-sufficiency for you.

6                   And that's also very important  
7 because if you have housing and no funds, it  
8 makes it tough. You have a place to stay and no  
9 food and no money to buy anything to eat. It  
10 makes it a little tough, so we want you to have  
11 economic self-sufficiency as well as providing  
12 you with decent, safe and sanitary housing.

13                   UNIDENTIFIED RESIDENT: Are you  
14 saying you're doing this by what you just said,  
15 improving the developments like Uptown and all of  
16 that?

17                   MR. PERRY: Right. Improving  
18 the --

19                   UNIDENTIFIED RESIDENT: Couldn't  
20 nobody rent it on their own.

21                   MR. PERRY: Let me say this.  
22 Again, when you speak, you need to raise your  
23 hand, stand up and give your name; all right? We

24 want -- because she has to take this down -- the

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1 comments. All right. But if you wouldn't mind,  
2 let us present what we're going to present and  
3 then we'll take the comments. Jot that down and  
4 just try to remember it. But those are the  
5 things -- our goals and our mission.

6                   Okay. Now let me go to some of  
7 the changes that we have in this year's plan.  
8 And I'm going to discuss -- basically, the plan  
9 also has attachments to it, discuss these  
10 documents that we have within the Housing  
11 Authority that you're very familiar with.  
12 There's going to be some changes to those  
13 documents. First, there's what we call the  
14 admission and occupancy policy, which is called  
15 ACCOP, and that's this policy that talks about  
16 your admission, what happens when you come into  
17 public housing, what happens while you reside in  
18 public housing, ACCOP.

19                   There's going to be some changes  
20 to that which I want to point out to you. In the  
21 ACCOP, each year the Housing Authority requires  
22 right now that you come in for annual  
23 recertification. You come down to the office or  
24 they may visit you if you can't come to the

1 office. And they ask you about your income, how  
2 many people are still in your family. You fill  
3 out a little form that you certify what your  
4 income happens to be and your family composition.

5                   Now, during that time -- it  
6 happens once a year. During that time starting  
7 this year, the Housing Authority is also going to  
8 run a background check, a criminal background  
9 check which they don't do now. Now we do it once  
10 you come into public housing going back three  
11 years, but now is -- well, for those who were  
12 certified, I guess, in October or in December --  
13 it started last October. But it's going to be in  
14 the ACCOP as of this year -- okay -- in the terms  
15 of the ACCOP.

16                   So when you come in and you get  
17 recertified, they're going to run a criminal  
18 background check, and that will be done annually.  
19 In addition to that -- this annual criminal  
20 background check that's done -- we also have an  
21 agreement with the Memphis Police Department  
22 that -- for the City of Memphis -- they're doing  
23 for us on basically a daily basis. We get it at  
24 midnight. Almost every night, they e-mail it to

1 us. So we get one at your annual recertification  
2 and then there's one being done daily. And  
3 that's going to be in the ACCOP -- explaining --  
4 that will be in the ACCOP. That's one of the  
5 major things that I can think of in the ACCOP.

6 Also, on your lease agreement,  
7 there's going to be a -- yes?

8 MR. ROBINSON: My name is Major  
9 Robinson, Apartment 812, 439 Beale. What is the  
10 purpose of that?

11 MR. PERRY: Okay. The purpose --

12 MR. ROBINSON: What is the purpose  
13 of --

14 MR. PERRY: Okay. Let me do the  
15 purpose of that. In your lease agreement -- and  
16 that's a very good question. In your lease  
17 agreement, there's some things that you can and  
18 cannot do; correct.

19 THE RESIDENTS: Right.

20 MR. PERRY: For instance, one of  
21 the things you cannot do is that -- although some  
22 people do it, it is illegal to smoke marijuana.

23 THE RESIDENTS: Uh-huh, right.

24 MR. PERRY: Okay. If you smoke

1 marijuana and the police find out about it, then  
2 you get arrested. So if you smoke marijuana in  
3 this building and the police come in -- forget  
4 this building. If you smoke marijuana anywhere  
5 in the city and you get arrested for smoking  
6 marijuana anywhere in the city, then that's a  
7 violation of the lease agreement.

8                   So when we find out about that,  
9 then your lease will be terminated because you  
10 are using drugs and illegal drugs right now. All  
11 right. So that's the reason why we do the  
12 report, because if you get arrested over in  
13 Binghamton for smoking marijuana, we might not  
14 find out about it. But if you do it here, we  
15 probably will find out about it. But if you get  
16 arrested somewhere else, we won't. But that  
17 means that if you do get arrested somewhere in  
18 the city -- because for drugs it's anywhere in  
19 the city. Some things --

20                   UNIDENTIFIED RESIDENT: It's  
21 already in the building.

22                   MR. PERRY: It's in your building.  
23 She says it's already here. Okay. Now --

24                   UNIDENTIFIED RESIDENT: And y'all

1 know that. Y'all --

2 MR. PERRY: Right.

3 UNIDENTIFIED RESIDENT: I feel  
4 like I'm moving to --

5 MR. PERRY: So now let me say this  
6 very carefully. That's the reason why. Now, do  
7 you understand that? So we'll be checking on  
8 those things. Now, if it's not a lease  
9 violation -- if you miss paying your child  
10 support and you get arrested for that, we'll not  
11 be bothered with that. We're not concerned with  
12 that. You should do that, make your payment and  
13 so forth, but it's not anything that violates the  
14 lease agreement. So we're not concerned with  
15 that.

16 We're only concerned with the  
17 things you do that violate your lease agreement.  
18 For instance, if you go and shoplift and get  
19 arrested at some store for shoplifting, that's  
20 not going to be a violation of your lease  
21 agreement. It's just a little misdemeanor for  
22 shoplifting. You won't get terminated for that.

23 But if you commit a felony, go  
24 somewhere and shoot someone, commit a violent

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1 crime, you could get evicted for that. So it

2 depends on whether what you get arrested for is a  
3 violation of the lease agreement. We'll look at  
4 that and consider it. That's the reason why we  
5 do it. Now, do you understand now?

6 MR. ROBINSON: Yeah, I understand.

7 MR. PERRY: Now, the next  
8 important thing --

9 MS. BOYLES: One of -- one of --

10 MR. PERRY: Hold on a minute.

11 Your name?

12 MS. BOYLES: My name is Willena  
13 Boyles (phonetically). I live in 1008, Apartment  
14 1008. What if your -- what if someone was trying  
15 to break into your apartment and you shoot them?

16 MR. PERRY: Well, that's -- that's  
17 a different scenario.

18 MS. BOYLES: Oh, like about five  
19 months ago, my car got stolen and they came in my  
20 apartment and got my keys off my coffee table  
21 while I was asleep.

22 MR. PERRY: Well, that's a  
23 different story.

24 MS. BOYLES: So I feel like if

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1 they come back again and I be awake, I'm going  
2 to --

3 MR. PERRY: Well, that's a  
4 different story. If somebody is trying to break  
5 in your apartment. That's self-defense. It's  
6 different if a crime is committed.

7 Now, let me move on to an  
8 important aspect of your lease that you need to  
9 know about that's a change. This is a HUD  
10 required change. I think we might have had an  
11 audit and they brought it to our attention that  
12 this was not in our lease agreement. There are  
13 federal regulations that we have to follow.

14 There is a section that requires  
15 us to put certain things in the lease, and one of  
16 the things in the lease we did not have that's a  
17 violation -- it's kind of important, very  
18 important to you -- is that if you use alcohol,  
19 if you drink -- okay -- and if you abuse alcohol  
20 and disturb your neighbors, then that is a lease  
21 violation now. That's a new lease violation, so  
22 if we have individuals who drink and I'll say get  
23 sloppy drunk, leave your room and come down to  
24 the lobby and start a disturbance then -- because

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1 of the alcohol that you have in your system, then  
2 that's basically abuse of alcohol.

3 I'll say this. If you're in your

4 room and you drink and you go to sleep and don't  
5 disturb anyone, that's perfectly fine. But once  
6 you can't hold whatever it is you put in your  
7 system that's alcohol and you abuse it, then it's  
8 going to be a problem with your manager. So it's  
9 abuse of alcohol which disturbs your neighbors.  
10 So you getting to drink and like to go up and  
11 down the halls talking and acting very strangely,  
12 that's going to be a problem. That's going to be  
13 a new lease violation.

14 All right. Those are the basic  
15 two changes in the lease. Is there any questions  
16 on those? Yes, ma'am.

17 MS. HARRIS: Delores Harris,  
18 Apartment 321. You were saying something about  
19 disturbance of the neighborhoods due to the use  
20 of alcohol. What about those that don't take  
21 their daily medications for their stuff? That's  
22 not a lease violation if they're disturbing --  
23 okay.

24 MR. PERRY: Where that goes is if

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1 you don't -- let me say this. If you -- a  
2 different rule kind of applies to that because an  
3 individual who is -- you need to take your  
4 medication, but a little bit of different rules

5 applies there. If you create a disturbance at  
6 all, you're subject to be terminated. It all  
7 depends on the reasons, but for that you get into  
8 what you call reasonable accommodation and a  
9 whole other rim of fair housing and different  
10 things.

11                   But you do need to take your  
12 medications because what happens once you start  
13 doing that, you're probably going to end up  
14 getting a lease violation letter from us, and  
15 then we're going to be talking about reasonable  
16 accommodation. Because if you live here, you  
17 have to follow the rules. If you need assistance  
18 in that, we can talk about reasonable  
19 accommodation. Then we'll get you that  
20 assistance. With that assistance, you have to  
21 follow the rules so if you can't take -- if you  
22 forget to take your medications and you need  
23 reasonable accommodation and get someone to help  
24 you take your medication on schedule where you

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1 won't be in violation of the lease agreement.

2                   But the alcohol -- as I said, if  
3 you use that and you disturb your neighbors, then  
4 you're subject to being terminated. On the other  
5 hand, if you don't take your medications, you

6 could also have the same problem. But again, we  
7 will try to work with you to help you do that.  
8 But after we do our part, make the reasonable  
9 accommodations for you, then that's going to be a  
10 real problem. It's going to be on you then.

11 MR. ROBINSON: My name is Major  
12 Robinson. I'm 812. What about if you have  
13 somebody in your apartment that violates one of  
14 the tenants' rights -- okay -- somebody is  
15 visiting you?

16 MR. PERRY: Well, let me go over  
17 that. This is not anything new. I'm going to  
18 cover that and I'm going to move on. This is not  
19 really the annual plan. In your lease agreement  
20 though -- and I'll try to harp on this every  
21 year -- you are responsible for your guests. So  
22 if you have a guest -- for instance, and we just  
23 had -- not in public housing. I'm going to give  
24 you an example. In Section 8, we had a resident

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1 who had a boyfriend. Her boyfriend was selling  
2 drugs unbeknown to her -- maybe her boyfriend of  
3 three or four months. The boyfriend goes to her  
4 house. He brings drugs in her house.

5 The police have been watching the  
6 boyfriend for a number of months. They see the

7 boyfriend go in the house. They see the  
8 boyfriend go in the house. They happen to  
9 have -- and they noticed the boyfriend allegedly  
10 was probably selling drugs out of her house.  
11 Maybe she went to work and didn't know about it.  
12 She said she didn't, so I take her at her word.  
13 The police go in with a search warrant and  
14 basically an arrest warrant for that young man.

15                   They walk in the door, boom, on  
16 the table are some drugs. She's in the back room  
17 getting her hair fixed and doesn't know the drugs  
18 were on the table. But it's her guest. She let  
19 the boyfriend in. So then she gets evicted  
20 because it was her guest; okay? And under HUD  
21 regulations that involve drugs and so forth, you  
22 are responsible for your guests. And under our  
23 lease agreement, you're also responsible for your  
24 guests.

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1                   So if your guest goes out and  
2 jumps on somebody in this complex -- your  
3 guest -- you're responsible for that. And on  
4 drugs, it doesn't matter whether you knew or  
5 didn't know. It's just -- I told her this is the  
6 problem: You have to watch who you associate  
7 with. It's an old saying my mother used to tell

8 me. You can get in trouble because of the people  
9 you're around.

10 But that's so you're responsible  
11 for your guests. To make it short, make it real  
12 short, you are responsible for the actions of  
13 your guest.

14 MS. TAYLOR: My name is Irma  
15 Taylor, and I live in 713, Beale Street. I'm  
16 going to ask you this, and I don't know you might  
17 have explained it, kind of. But suppose like I'm  
18 on medication, right, and your boyfriend -- you  
19 have a boyfriend come over or your friends or  
20 something and y'all get into it. And then the  
21 police come or whatever. The first thing he says  
22 is, "She didn't take her medication."

23 How does he know whether I'm  
24 taking my medication? He's not married to me and

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1 that's the first thing that come out of his  
2 mouth. And I might say, "You don't know what I'm  
3 taking. You ain't here with me, and I do take my  
4 medication. And I don't have to lie." And then  
5 however that occurs.

6 MS. BALLARD: What she's saying is  
7 the guest is the one causing the disturbance with  
8 her and --

9 MR. PERRY: All right. There's  
10 also a section that was passed -- I guess a  
11 better example of this is last year. We amended  
12 the lease last year with another HUD requirement  
13 which talks about what you're talking about. If  
14 you have --

15 MS. HARRIS: Domestic violence.

16 MR. PERRY: Thank you. I was  
17 trying to think of the term. Domestic violence  
18 and it's not -- it also covers between married  
19 and it's also between boyfriend and girlfriend.  
20 If, in fact, he started it, he did it or -- we  
21 use the case because it is a he. Sometimes she  
22 committed the violence. But if he did it, then  
23 we won't terminate your lease for that if you can  
24 basically show that.

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1 And if he happens to jump on you  
2 or so forth, then we wouldn't terminate your  
3 lease if, in fact, that's what happened. But we  
4 will look into it. But that was added to your  
5 lease last year to cover those types of things  
6 and domestic violence.

7 MS. TERRELL: My name is Juanita  
8 Terrell. I stay in 516. If you see drug dealers  
9 on your floor and six or seven people going in

10 one apartment, loud music every weekend --

11 MR. PERRY: This is what you -- if  
12 you see that -- if you see that, what you need to  
13 do is to contact the Housing Authority and just  
14 say -- or contact your manager.

15 MS. BALLARD: It's during the  
16 weekend when I'm not here.

17 MR. PERRY: Oh, your manager is  
18 not here.

19 MS. TERRELL: It be on the  
20 weekends.

21 MS. BALLARD: Call 911.

22 MR. PERRY: On weekends -- I guess  
23 she said 911.

24 MS. TERRELL: When we call them,

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1 they go.

2 MR. PERRY: They go, I understand  
3 that. But what you probably want to do, what you  
4 may want to do is to take -- is to take notes of  
5 that and somehow call -- give your manager a call  
6 and let her know. Tell her what's going on. And  
7 realistically -- and you don't believe this. I  
8 know you don't. But the Housing Authority will  
9 slowly but surely look into it, and finally they  
10 will get caught. I'm just telling you this.

11 MS. BALLARD: They take their  
12 time.

13 MR. PERRY: It's -- to some, it  
14 seems very slow. But something will happen, and  
15 they will get caught. But just call and report  
16 it. "We've got loud music and lots of traffic  
17 going in and out of this unit. It just seems to  
18 me that it's strange that all this traffic is  
19 going in and out of the unit." They don't have  
20 to be in there doing drugs. It's a possibility.  
21 They probably are. You may know that they are.

22 But just say, "There's a lot of  
23 traffic going in and out of this unit,  
24 extraordinary going in and out of the unit.

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1 Would you please look into it?" And she may ask  
2 your name. If you don't want to give your name,  
3 just say, "I would rather not give my name. I  
4 just want to let you know what's going on." And  
5 then leave it up to the manager to look into it,  
6 and she will. She may report it to security, and  
7 security might report it to the police  
8 department. And sure enough, they might have --  
9 they do sting operations over in these  
10 developments. You might not know, but they've  
11 done it. And some people get caught. They do

12 get caught. And then there's other things we do.  
13 We try to deal with that problem.

14                   And believe it or not, you know,  
15 it's a slow process because you don't want to  
16 kick -- you don't want anyone to lose their  
17 housing because of what somebody else said. So  
18 we have to have facts. It takes us time. But  
19 once we get our facts together, we'll move and  
20 take action, especially on drugs.

21                   MS. HARRIS: Delores Harris again,  
22 321. I've been in this development for 22 years.  
23 My thing is this -- about the marijuana. If  
24 you're off the development -- now, if we're here,

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1 I can understand that we can get our lease -- but  
2 if your marijuana charge is a misdemeanor and not  
3 a felony, if you get caught outside in the street  
4 somewhere or get involved in a marijuana  
5 situation, if it's a misdemeanor charge, do I  
6 still lose my lease, or does it have to be a  
7 felony marijuana charge?

8                   MR. PERRY: Let me say this. On  
9 drugs, the lease is going to read the illegal use  
10 of drugs --

11                   MS. HARRIS: Okay.

12                   MR. PERRY: -- on or off the

13 development.

14 MS. HARRIS: Okay. That's all I  
15 wanted to know.

16 MR. PERRY: Now, unfortunately,  
17 this is not my -- that's what -- for drugs, on or  
18 off the development. For other things, it  
19 doesn't work -- if you get in a fight off of the  
20 development or not on our developments and not  
21 with the residents here and it doesn't disturb  
22 your neighbors, then we can't evict you for that.  
23 For drugs, it is on or off.

24 MS. HARRIS: Off.

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1 MR. PERRY: Remember that. Drugs  
2 on or off the development. If you get caught in  
3 the car on the highway, it's a problem. You have  
4 a problem. We can evict you for that. Now, you  
5 know, we have the right to do that according to  
6 the lease agreement.

7 Let me move on. For the final  
8 change in our policies is the pet policy. As you  
9 know, we have a pet policy. And if you have a  
10 pet, it's a 300 dollar deposit for a dog or cat  
11 or whatever. Now -- and there's a new regulation  
12 that came down from HUD. If, in fact, you have a  
13 disability and because of the disability you need

14 a pet, then there's no charge, no deposit or  
15 anything for that pet.

16 MS. BALLARD: A seeing eye dog?

17 MR. PERRY: Right. But it goes  
18 beyond that, but a good example is a seeing eye  
19 dog. That's a good example, but it's a little  
20 bit deeper than that, but I'm not going to get  
21 into that. But it is deeper than that. But if  
22 you have a disability and need some type of  
23 animal to assist you, then we won't charge you  
24 the cost. Yes, ma'am?

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1 MS. BOYLES: Again, my name is  
2 Willena Boyles, and I live in 1008. I'm not  
3 having no pets to help with my disability, but  
4 I -- sometimes it's best to have a pet than to  
5 have a human. But again, I felt like I could  
6 trust a dog better than I can a human.

7 But what I'm saying is this. What  
8 policy would I have to go under to have someone  
9 to deal with me due to my abilities, because I've  
10 got that sleep insomnia (sic), and it's like I  
11 fall asleep. You know, I can fall asleep --

12 MS. BALLARD: For your specific  
13 problem, you need to come to the office and talk  
14 to your manager.

15 MR. PERRY: Your manager will deal  
16 with that.

17 MS. BOYLES: Okay.

18 MR. PERRY: As I said, any  
19 specific problems that you have, get with your  
20 manager one-on-one after this meeting. But  
21 that's the basic changes. There's no charge if  
22 you need the assistance of an animal for a  
23 disability.

24 The grievance procedure -- yes,

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1 ma'am? Name.

2 MS. BRIGHT: My name is Bright  
3 (phonetically), 412. I'm Ms. Bright in 412, and  
4 I have a bird. And I haven't had my bird here.  
5 My bird is with my family, because they told me I  
6 had to pay a 300 dollar deposit. What is a bird  
7 going to do? I mean, I know a dog messes up the  
8 floor and chews up stuff and whatever, but what  
9 is a bird in a cage going to do?

10 MR. PERRY: Well, I assume -- and  
11 it depends -- again, it all depends on --

12 MS. BRIGHT: I don't have 300  
13 dollars like right off or 100 dollars this month  
14 and 100 that month. I mean, over time, I could  
15 pay.

16 MR. PERRY: Let me say this. Let  
17 me say this again, and I've told you this.

18 Again --

19 MS. BRIGHT: I'm really, really  
20 missing my bird.

21 MR. PERRY: Let me say this --

22 MS. BRIGHT: I'm crying about my  
23 bird.

24 MR. PERRY: Okay. Let me say this

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1 right here. Right now, the deposit is 300  
2 dollars. And again, you don't have -- what  
3 you're asking for is that -- to sum up what  
4 you're saying, it is that you feel like that on  
5 the pet deposit, you should have a time to pay or  
6 monthly installments.

7 Okay. This is an annual plan;  
8 okay? And if that's what you're thinking and  
9 that's what you feel, then let us know that  
10 because whatever your thoughts are -- and that's  
11 a very good --

12 MS. BRIGHT: Y'all know we're on  
13 fixed incomes to begin with.

14 MR. PERRY: Well, I'm just saying  
15 the policy is 300 dollars. I'm saying if you  
16 feel like you should be able to pay it in

17 installments.

18 MS. BRIGHT: There's a lot of  
19 places where there is a pet policy, sir, but it's  
20 not for goldfish and birds. What are they going  
21 to do to mess up the apartment?

22 MR. PERRY: Well, one thing -- I  
23 guess goldfish -- in a cage, they do the same  
24 thing that animals do, so they're going to do

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1 that. If you keep your cage clean, you'll have  
2 not problem. If you have a buildup and don't  
3 keep it clean.

4 But, again, your problem is --  
5 this is with the -- with the deposit and monthly  
6 installments. Make that suggestion. Make that  
7 comment. Someone else in another building made  
8 that comment. This is the second time someone  
9 has said that. If you comment, then we've got to  
10 consider your comment, and we will respond to  
11 your comment; okay? That's going to be responded  
12 to.

13 MS. BRIGHT: Make the comment to  
14 whom?

15 MR. PERRY: That -- to us.

16 MS. BRIGHT: Like I'm doing now?

17 MR. PERRY: Like what you're doing

18 now. It's in the record now that that's your  
19 comment. It's been recorded; okay? But you can  
20 also send that to us in writing. And, again,  
21 that's -- you have the option of just commenting  
22 now as you're doing, but you also can send it in  
23 writing.

24 You have a comment period of 45

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1 days, and this is not -- the written time period  
2 has not started yet. It probably will start next  
3 Monday. We'll probably send the plan to the  
4 library next Monday. We send the plan to the  
5 library, the lease agreement, the attachments.  
6 We put it in the library for the public to see  
7 and make comments on. It's a 45 day written  
8 comment period to submit comments in writing.

9 We come out to you to give you the  
10 benefit of the doubt before we submit it out to  
11 the public for public comments. So that's been  
12 noted. And, again, another development --  
13 another individual made the same comment that  
14 you've made, so that's the second time we've  
15 heard that in three different developments.

16 All right. So we'll consider that  
17 and respond it to. You'll see the comments made  
18 and our response to the comment. It may or may

19 not be changed, but we'll have to consider your  
20 comments; all right?

21 That's -- all I have -- the hand  
22 in the back, yes, sir?

23 MR. FOYD: Why y'all --

24 THE RESIDENTS: (Numerous

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1 residents talking at once.)

2 MR. PERRY: Hold on one minute,  
3 please, sir. Sir, one minute. Give me your  
4 name.

5 MR. FOYD: We're not animals --

6 MR. PERRY: Could you give me your  
7 name?

8 MR. FOYD: I'm Columbus Foyd. I  
9 live in Apartment 211.

10 MR. PERRY: 211?

11 MR. FOYD: I've lived here nine  
12 years, but this is the coldest it's been since  
13 I've been here, nine years. And why is it so  
14 cold? We can't come --

15 MR. PERRY: Are you --

16 MR. FOYD: It feels cold down  
17 here. You've got to have a --

18 MR. PERRY: All right.

19 MR. FOYD: That's --

20 MR. PERRY: All right. We're  
21 going to note your comment.

22 MR. FOYD: It's ignorant, you  
23 know. We ain't no animals.

24 MR. PERRY: All right. I've got

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1 your record. And just for the record too, I'm  
2 cold too. I've told the court reporter to say  
3 that I'm cold too. It's a little bit chilly. My  
4 toes are freezing right now. But it's the  
5 weather and so forth, but we'll make sure you get  
6 some heat; all right?

7 MR. FOYD: Thank you.

8 MR. PERRY: All right. That's all  
9 I have, and the next person that's going to come  
10 up is going to be Ms. Partee -- the asset manager  
11 is coming up, Mr. William Webb. Ms. Partee had  
12 an emergency, and she's not going to be here  
13 today. I know you miss Ms. Partee. Mr. Webb is  
14 going to handle her portion. Thank you.

15 MR. WEBB: Good afternoon.

16 THE RESIDENTS: Good afternoon.

17 MR. WEBB: How is everybody?

18 THE RESIDENTS: All right.

19 MR. WEBB: Normally, when I come  
20 before you all during the annual plan meeting,

21 what I have to say really isn't in the annual  
22 plan. But I'd like to take the opportunity to  
23 stand before the residents and just talk about a  
24 few items. But before I do that, as Mr. Perry

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1 indicated, Jacqueline Partee, director of human  
2 services, is not with us today.

3                   One of the items she wanted me to  
4 present to you all is in the annual plan, and  
5 another item Luretha Phillips will present to  
6 you. Basically, I want to deal with or discuss  
7 the topic of community service. And I want to  
8 see a show of hands of how many of you all have  
9 heard or are familiar with that term, community  
10 service?

11                   THE RESIDENTS: (Responded  
12 affirmatively.)

13                   MR. WEBB: It should be everybody.  
14 When I say that, either you're doing one or the  
15 other. Either you're exempt or you've got to  
16 perform community service, so how many of you all  
17 know that you're exempt?

18                   THE RESIDENTS: (Responded  
19 affirmatively.)

20                   MR. WEBB: I got a show of hands  
21 from some there that are exempt. What does the

22 exemption mean? There are four ways that you can  
23 be exempt from community service. Somebody tell  
24 me one.

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1 THE RESIDENTS: Disability.

2 MR. WEBB: Okay. Disability is  
3 one, but with disability you have to have a  
4 written statement from who?

5 THE RESIDENTS: A doctor.

6 MR. WEBB: That's right, from a  
7 doctor. Now another one is if you're over the  
8 age of?

9 THE RESIDENTS: Sixty-five.  
10 Sixty-two.

11 MR. WEBB: Sixty-two or older;  
12 okay? And I've got two more. One is if you're  
13 receiving a state welfare income or TANF or AS --  
14 what is it?

15 MS. BALLARD: ACF.

16 MR. WEBB: Okay. So if you're in  
17 a state welfare program, then that's the third  
18 exception. And then there is one more exemption.  
19 What's the fourth exemption?

20 MS. HARRIS: Going to school.

21 THE RESIDENTS: (Numerous  
22 residents talking at once.)

23 MR. WEBB: Okay. Going to school.

24 MS. HARRIS: Going to school.

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1 MR. WEBB: Okay. Right, being a  
2 full-time student. So if you don't qualify for  
3 those exemptions, then that means you've got to  
4 do what?

5 THE RESIDENTS: Community service.

6 MR. WEBB: You've got to perform  
7 community service. And the reason why that's  
8 important to be able to stand before you all and  
9 say that is because that's one of three ways that  
10 you can eventually get evicted, and you don't  
11 want to get evicted for community service because  
12 it's only eight hours a month. If you're not  
13 working, then --

14 MS. BRIGHT: You can get evicted  
15 for community service?

16 MR. WEBB: That's correct. That's  
17 correct.

18 MS. BRIGHT: I'm just new here,  
19 and I've just heard of anything like that.

20 MR. WEBB: Well, after the  
21 meeting, your property manager, Linda Ballard,  
22 will sit you down and explain what community  
23 service is all about. Here again, I'll

24 reiterate, you know, if you're not performing the

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1 eight hours of community service, you'll get  
2 evicted.

3                   And it's nothing that MHA wants to  
4 do. It's a HUD mandated law. It's a law, you  
5 know, that HUD put into effect several years ago.

6                   MS. BRIGHT: You --

7                   MR. WEBB: So here again, after  
8 the meeting, Ms. Ballard will sit down and  
9 explain to anyone who does not understand what  
10 community service is all about. She'll explain  
11 that. Again, my name is William Webb. I'm  
12 director of asset management for MHA. I think my  
13 asset manager, Mr. Nelms (phonetically), had to  
14 leave. And right underneath him for Venson  
15 Center is your property manager, Linda Ballard.  
16 And right underneath Linda is her assistant  
17 manager. You all know Mattie Jones?

18                   THE RESIDENTS: Uh-huh.

19                   MR. WEBB: Okay. So you've got  
20 Mattie Jones. And one of the things that I would  
21 like to do, like to take the opportunity to do,  
22 is to let you all know that if you have any  
23 issues and if you have any problems with your  
24 unit, what's the first protocol? Who are you

1 supposed to contact?

2 THE RESIDENTS: The manager.

3 MR. WEBB: You're supposed to  
4 contact the property manager. If you don't get  
5 any relief or any satisfaction from the manager,  
6 Ms. Harris, then what do you do? Go ahead,  
7 Ms. Harris.

8 MS. HARRIS: Notify your president  
9 or file a -- with Memphis Housing Authority  
10 customer service.

11 MR. WEBB: So you go to the asset  
12 manager, who is Dan Nelms. He's located over at  
13 700, but I'm sure Ms. Ballard is going to do her  
14 best to take care of you. And if you speak with  
15 Mr. Nelms and you still feel that you don't get  
16 any satisfaction with your -- your reply, who do  
17 you contact? You contact me. You contact  
18 myself. Again, my phone number is -- those of  
19 you all who want to know is 544-1372.

20 And the first question I'm going  
21 ask you is what? "Did you contact Ms. Ballard?  
22 Did you contact Dan Nelms, your asset manager?"  
23 And I'm going to ask you that before I jump into  
24 the mix. I said all that to say that this year

1 we really want to stress customer service. We  
2 really want to do our best to try to make  
3 customer service a top priority for the agency.

4                   And I'll be the first to say that  
5 on a daily or weekly basis and things that I see,  
6 I see staff miss stuff. We do. You know,  
7 staff -- from time to time, we drop the ball on  
8 things, so we're big enough to admit that. But  
9 we also want to make sure that you all follow the  
10 proper guidelines and procedures in order to get  
11 things done.

12                   You know, if you contact a  
13 maintenance person, and that maintenance person  
14 doesn't do anything, don't call me and say, "Oh,  
15 I contacted Mr. Spencer. I told him, and he  
16 didn't do anything." That's not protocol. The  
17 protocol is to go to your office first and then  
18 up the chain of command.

19                   So, again, I just wanted to  
20 reiterate those things so that you all know that,  
21 you know, we're really going to strive extremely  
22 hard this year and moving forward to give you all  
23 good customer service. And that even relates to  
24 the heating. I know you were complaining about

1 the heat. And from what I understand, the  
2 maintenance staff was here this morning and got  
3 the heat working. You know, equipment breaks  
4 down from time to time, so we have to do our best  
5 to -- so you don't try to -- we try to jump on  
6 top of it. Yes, ma'am.

7 MS. BOYLES: Excuse me again. My  
8 name is Willena Boyles, and I'm in 1008. I want  
9 to know is it right for the maintenance people to  
10 come do some work in your apartment when you're  
11 asleep?

12 MR. WEBB: Okay. That's going to  
13 be -- no, no. But that's going to be -- any  
14 questions not pertaining to the annual plan,  
15 let's hold those until after the meeting because  
16 we're got a few other presenters. And we want to  
17 make sure that that information gets recorded  
18 properly, so we really don't want to talk about  
19 anything specific that's not related to the  
20 annual plan.

21 Not that we won't address it, but  
22 we want to make sure, since we do have a court  
23 reporter, that we allow that to happen. And  
24 before I yield the floor, Freida Porter

1 (phonetically), if you could, raise your hand.  
2 Ms. Partee would normally introduce to you the  
3 service coordinators of her buildings. And with  
4 her not being here, I want to make sure that  
5 Freida was mentioned, and I'm sure each of you  
6 all know who Ms. Porter is.

7 All right. So at this time, I'm  
8 going to yield the floor to --

9 MR. PERRY: I am not Mr. Prentis  
10 Taylor, but I'm going to cover real quickly the  
11 PHA safety and crime prevention measures. Last  
12 year, I think you all made the comments which  
13 were taken -- which we really considered -- for  
14 the high-rises -- we're going to jump right into  
15 it. For the high-rises, we have implemented a 24  
16 hour high-rise contract security presence for the  
17 first 7 days of the month. We're not able to do  
18 it everyday.

19 But what we've tried to look at is  
20 the times that the problems really start to exist  
21 at the high-rises, and it's usually from the 1st  
22 of the month to maybe about the Monday before the  
23 1st all the way up to the first 10 days of the  
24 month. I guess the reason why basically is most

1 of you get -- checks start flowing around the  
2 first of the month.

3 I assume everybody has money then,  
4 so things are more active in the high-rises at  
5 that time. So what we've done is implement a  
6 security service the first seven days of each  
7 month for sure. And then probably though every  
8 once in a while beyond those times just to keep  
9 everyone honest. They'll probably be checking  
10 some other times too, but they're going to be  
11 here the first seven days of every month for the  
12 remainder of 2009. But they'll probably be  
13 coming in and out making some checks at others  
14 times because people get used to the first seven  
15 days and then they'll probably -- after that --  
16 so we'll have to check at other times. But I  
17 just want you to know that.

18 The other thing we'll probably be  
19 doing is trying to check on our -- other things  
20 we have in security enhancements like the cameras  
21 to get a better system on the camera and so  
22 forth, improvement on that. We're working on  
23 that. And then we're trying to get a little  
24 cooperation between the police department and

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1 MHA, a little better cooperation between those

2 two agencies.

3                                 And -- but we need your help. We  
4 like your help. Like on the doors you have, I  
5 couldn't get in unless someone let me in. And so  
6 most of the things are happening with people from  
7 the outside, and so the people on the outside  
8 can't get in unless someone from the inside lets  
9 them in. So we need you to help us on that.

10                                 Most of the times when we have  
11 problems, we notice it's not -- sometimes the  
12 resident causes the problems. A lot of times  
13 things happen and it's people who come in from  
14 the outside who create the disturbances in the  
15 high-rises, so we want you to help us on the  
16 access. So just don't let any and everybody in.

17                                 MR. ROBINSON: My name is Major  
18 Robinson, 812.

19                                 MR. PERRY: Yes, sir.

20                                 MR. ROBINSON: Man, I've had a guy  
21 cuss me out because I wouldn't come and open that  
22 door for him. And when I explained to him that I  
23 can't do that -- you know what I'm saying -- why  
24 isn't there some kind of policy to say, "Call the

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1 person you're visiting and have them come down  
2 and open the door"?

3 MS. BALLARD: We already --

4 THE RESIDENTS: (Numerous  
5 residents talking at once.)

6 MR. PERRY: Okay. If I'm not  
7 mistaken --

8 THE RESIDENTS: (Numerous  
9 residents talking at once.)

10 UNIDENTIFIED RESIDENT: Because a  
11 resident lets you in does not mean that the  
12 person is not crooked. Just because, you know,  
13 you know the person you're letting in, everybody  
14 else -- we don't know who everybody's relatives  
15 are and who --

16 MR. PERRY: Let me say this. I  
17 think that is probably the policy that -- you  
18 know, the guests should -- I think that's the  
19 policy now because somebody is responsible for  
20 the person on the outside who's let in. You're  
21 responsible for your guests. So if a guest does  
22 something, you're responsible for it if you let  
23 them in. But that is the policy.

24 MS. DAVENPORT: Hello. My name is

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1 Ms. Davenport. I'm Apartment 315. You know,  
2 it's -- when I was in Flint, Michigan and I first  
3 went through Flint Housing, they had a phone --

4 you know, a phone just, say, like it was like  
5 that thing, like the little thing that's out  
6 there. And just say they'll buzz your apartment  
7 number -- your guests -- and then the buzzer  
8 inside your home, it's like a phone. But it's  
9 the buzzer, and you buzz them in. And the door  
10 opens. You think we can't get something like  
11 that?

12 MR. PERRY: Again.

13 MS. HARRIS: That's the way that's  
14 supposed to work.

15 MS. DAVENPORT: I ain't talking  
16 about house phones. It's a phone, but it's a  
17 buzzer.

18 THE RESIDENTS: (Numerous  
19 residents talking at once.)

20 MR. PERRY: Hold on one minute.

21 MS. DAVENPORT: When I first lived  
22 in --

23 MR. PERRY: Hold on. This --  
24 she's getting frustrated here.

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1 MS. DAVENPORT: Who?

2 MR. PERRY: The court reporter.

3 Everything is recorded. If everyone talks at the  
4 same time, nothing will get recorded. So only

5 one person has the floor and is recognized, and  
6 she has the floor right now.

7 Let me say this. Cut that -- you  
8 said you would like us to look at the system  
9 which allows entrance in and out?

10 MS. DAVENPORT: Yeah.

11 MR. PERRY: Is that what you want  
12 to say?

13 MS. DAVENPORT: Me?

14 MR. PERRY: Yes.

15 MS. DAVENPORT: Yeah, just like --  
16 yeah, what I'm saying is just put it like -- it's  
17 like a little phone that you put inside  
18 everyone's unit. It's a phone thing and it --  
19 it's -- but it has a buzzer on it and is in  
20 everyone's unit. Just say like right now, my  
21 guests want to come in. Just say there's a lot  
22 of people that don't know my guests or my sister.

23 And they push the button and they  
24 push 315 -- you know, 315. It buzzes from my --

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1 the unit to my house, and then my -- the phone --  
2 and they're going to say -- they would probably  
3 say, "This is Melvin." And then if I know that's  
4 Melvin and that's my brother, I push and let them  
5 in. If I don't want to let them in -- if this is

6 Joe -- if it's Jody and I don't want to let him  
7 in, I ain't going to push the button to let Jody  
8 in.

9 MR. PERRY: All right. That's  
10 real good. We have that comment. We'll consider  
11 that for the annual plan. If we do that, someone  
12 said in the audience, which may be true, we'll  
13 probably put a phone in everyone's --

14 MS. DAVENPORT: The unit.

15 MR. PERRY: -- unit. We've got to  
16 put that phone in everyone's unit and there's  
17 going to be a cost associated with that. So when  
18 we do our budget -- that's a budgetary thing --  
19 we'll look at that. But that's a good comment.  
20 That's the reason why we're here. We'll consider  
21 what you said.

22 If we can do it, we'll come back  
23 and tell you that it's going to cost 100,000  
24 dollars. So because of the cost of it, we

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1 couldn't do it. But now I don't know that.

2 MS. DAVENPORT: Most of the  
3 time --

4 THE RESIDENTS: (Numerous  
5 residents talking at once.)

6 MR. PERRY: Okay. I don't know

7 that. What I'm saying is we'll consider what you  
8 said.

9 MS. DAVENPORT: It's like an  
10 intercom.

11 MR. PERRY: I understand what  
12 you're saying.

13 MS. DAVENPORT: Okay.

14 MR. PERRY: But to do it, it's  
15 going to cost, so we'll have to look and see.  
16 That's a good comment. Anyone else have  
17 comments?

18 MS. DAVENPORT: Yeah, I want to --  
19 me another one. I thought -- I want to talk  
20 about the gate because every time I come home --  
21 when I come home at 2:30 or three o'clock in the  
22 morning, I have to park on the ramp -- I mean,  
23 you know, on the ramp where you don't supposed to  
24 park. When are we going to get the gate fixed?

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1 MR. PERRY: Okay. The gate fixed.

2 MS. DAVENPORT: Like you say, that  
3 costs money.

4 MR. PERRY: Right. We'll look  
5 into that.

6 MS. DAVENPORT: Especially on  
7 Friday and on the weekends.

8 MR. DANIELS: Daniels, Apartment

9 821 --

10 MR. PERRY: Let me say this. On  
11 the gate, I just heard from the manager that it  
12 will be fixed before the spring. They're working  
13 on that right now.

14 MR. DANIELS: Daniels, Apartment  
15 821. I want to know who is over the guidelines,  
16 the standards. Is this federal, state, local as  
17 far as improvements, maintenance, security? What  
18 level will this be falling under in the  
19 guidelines, government guidelines, state or  
20 federal? What is HUD listed under?

21 MR. PERRY: Okay. HUD is a  
22 federal --

23 MR. DANIELS: Excuse me. What did  
24 you say?

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1 MR. PERRY: HUD is a federal  
2 agency. It's federal. Anyone else? That's all.  
3 Yes, ma'am?

4 MS. JONES: If you're --

5 MR. PERRY: Name?

6 MS. JONES: My name is Ruby Stene  
7 Jones in Apartment 301. And I -- since we don't  
8 know -- we know not to let anybody in unless it's

9 some of our relatives or some of our friends  
10 coming to visit us individually. We know that.

11 But since everybody does not know  
12 everybody else's relatives and friends, we still  
13 need more security because we don't know each  
14 other's -- we don't know if each other's  
15 relatives or friends are crooks coming in here or  
16 not.

17 MR. PERRY: All right.  
18 Definitely, I hear what you're saying. Your  
19 thing is you want security. And, again, I said  
20 right now, the Housing Authority can't afford 24  
21 hour everyday security, so we --

22 MS. DAVENPORT: That's why I said  
23 that buzzer -- it's the best thing --

24 MR. PERRY: Right now, we're doing

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1 seven days right now. I understand what you're  
2 saying. I understand your comment. You want  
3 security every day. Is that --

4 MS. JONES: That's right. Just  
5 because a person knows who is coming to see them,  
6 everybody else doesn't know if they're a crook or  
7 not that's coming to visit that person.

8 THE RESIDENTS: (Numerous  
9 residents talking at once.)

10 MR. PERRY: Okay. Again, I have  
11 your comment. Your comment is you want us to  
12 have security everyday. All right. Any more  
13 comments on security?

14 MS. HARRIS: Well, on security?  
15 Delores Harris, 321, 22 years. What about --  
16 now, y'all know about the events that go on  
17 downtown here, you know. Can we just get a  
18 patrol on event weekends or something like this  
19 here to stop the illegal parking out there? I  
20 came home the other day, and they were parked all  
21 behind cars. And a lady was -- happened to have  
22 been coming out is the only reason I got an  
23 opportunity to get the striped area of the  
24 handicapped ones on which I know I'm not supposed

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1 to park.

2 MR. PERRY: So another  
3 suggestion --

4 MS. HARRIS: Suggestion about  
5 event --

6 MR. PERRY: -- is events --

7 MS. HARRIS: Security for events,  
8 uh-huh.

9 MR. PERRY: Okay. I know  
10 sometimes I've parked down here myself.

11 MS. HARRIS: I know it. I've done  
12 seen you.

13 MR. PERRY: If that's it for  
14 security, then I'm going to turn it over to  
15 Michael Swindle for capital improvements.

16 MR. SWINDLE: Good evening.

17 THE RESIDENTS: Good evening.

18 MR. SWINDLE: My name is Michael  
19 Swindle, and I represent the capital improvements  
20 department. In capital improvements, what we do  
21 is mostly on the items that are just beyond the  
22 routine maintenance type items -- we take care of  
23 those items. And what I'll go over is what we  
24 have planned for this building in this plan year

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1 and also what we have planned for, you know, some  
2 of the other developments for this plan year.

3 I'll touch on it just briefly as  
4 far as long term plans for the developments. For  
5 this building, what we have planned for this --  
6 this plan year is the drain. We touched on it  
7 last year also.

8 We've got a partial blockage in  
9 the sewage drain that serves several units. And  
10 it's not causing an issue but for the one unit  
11 below, and that's it. Now, we have had some

12 flooding in that unit, and I don't think it has  
13 happened this particular year. But in the past,  
14 it has. So we're looking to take care of that  
15 issue this year.

16                   And we just talked about security  
17 gates. I know we've talked about that also. We  
18 talked about repairing the gates. And like  
19 William stated, probably this spring we'll get to  
20 that. As far as -- we were just touching on  
21 long-term. Did anybody get a chance to read this  
22 Sunday's paper, the front page?

23                   THE RESIDENTS: Yeah.

24                   MR. SWINDLE: Over the past year,

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1 we've looked at the high-rises, the high-rise  
2 buildings. And what we found out is that none of  
3 the buildings are considered to be earthquake --  
4 I won't say proof but earthquake safe. I mean,  
5 that's the issue with all the buildings in this  
6 downtown area if you have earthquake -- and we're  
7 in an earthquake zone -- that we can have a  
8 problem.

9                   And what we talked about -- we  
10 talked about last year when I -- I wasn't here.  
11 It was someone else, Bob Kurtz, but we talked  
12 about that also. Possibly, you know, in the

13 near -- well, I won't say in the near future.  
14 Somewhere along the way, we're talking about  
15 providing high-rise buildings for the seniors at  
16 a different location, provide modernized, more up  
17 to date units.

18                   But I'm not talking about this  
19 plan year. I'm not talking about next year.  
20 We're talking about a couple of years down the  
21 road. So that's something we're looking at  
22 because we have issues with the building, the  
23 safety of the building itself. Because these  
24 units are outdated, we have all kinds of issues,

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1 so we're not going to spend a lot of money trying  
2 to do a whole lot of stuff because the units are  
3 outdated.

4                   And plus -- and plus, with the  
5 trend of the funding for capital funds, we don't  
6 have a lot of funds like we used to to go around  
7 and try to catch every leak. We try to catch the  
8 ones that are most important, and sometimes we  
9 don't get all those. We try to catch the ones  
10 that are the more important and try to take care  
11 of it. So that's where we are.

12                   MR. DANIELS: Daniels, 821.  
13 What -- you said capital funds. That's for

14 general repairs, massive repairs. Why can't we  
15 get a simple paint job on the building, a simple  
16 paint job? Why do we have to live inside this --

17 MR. SWINDLE: Right.

18 MR. DANIELS: It's depressing.

19 MR. SWINDLE: Okay.

20 MR. DANIELS: These floors -- the  
21 floors, it's depressing. You've got -- the paint  
22 is dull. It's just depressing. A simple paint  
23 job doesn't cost that much.

24 MR. SWINDLE: Okay. Let me --

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1 we've got that comment. Let me discuss that with  
2 operations, and we'll see what we can do about  
3 that. I'll address that for you.

4 MR. DANIELS: I appreciate it.

5 MR. SWINDLE: I don't know. We'll  
6 have to check that out.

7 MR. McSWAIN: William McSwain,  
8 714. Screens before the bugs start. I know  
9 we've got a little time. Screens on our doors,  
10 patio doors.

11 MR. SWINDLE: Patio door screens,  
12 that's a -- okay. We'll keep a list. That seems  
13 pretty simple.

14 MS. BRIGHT: Bright, 412. I have

15 reported my water was leaking and needs a washer  
16 on it. I reported it. Friday was a week ago.

17 MR. SWINDLE: Now, that's one that  
18 you --

19 MS. BRIGHT: So they -- to see  
20 about it, but they never put any washers on it,  
21 so it's leaking worse now.

22 MR. SWINDLE: Yes, ma'am.

23 MS. BRIGHT: And also my patio  
24 door has a big hole in it. They put some tape

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1 over it because I was freezing when the  
2 temperature went down last week to 18 and 20  
3 something or whatever. And it was cold. I  
4 thought the heater was going out, but they said  
5 there wasn't nothing wrong with the heat.

6 MR. SWINDLE: Yes, ma'am. I think  
7 that's one of those --

8 MS. BRIGHT: But it wasn't no  
9 warmer. They put tape on it, but why not just  
10 fix it right? It won't even slide back right,  
11 and I asked about that when I first moved in  
12 here. I know when you move in a place, they  
13 don't care nothing about fixing nothing or  
14 nothing. If you fix things and whatever and do  
15 things, you won't hear from us.

16 MR. SWINDLE: Yes, ma'am, I -- you  
17 shouldn't have that problem, but that's something  
18 you want to discuss with operation; okay?

19 MS. BRIGHT: Well, that's who I  
20 told. I told Ms. Jones that it was broken and  
21 whatever. I'm just saying ain't nothing been  
22 done about it yet. It's two weeks later.

23 MR. SWINDLE: Discuss that -- take  
24 it back to -- let's say take it back to your

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1 manager.

2 THE RESIDENTS: (Numerous  
3 residents talking at once.)

4 MS. BALLARD: She needs to see me.  
5 She needs to see me.

6 MR. SWINDLE: Okay. Why don't you  
7 take it up with her on that one? That's  
8 something that doesn't have anything to do --

9 MS. BRIGHT: It's probably the  
10 same thing y'all talked about when I lived in  
11 Barry Homes 20 years ago.

12 MR. SWINDLE: Yes, ma'am.

13 MS. HARRIS: I'm Delores Harris  
14 again, Apartment 321, 22 years staying here.  
15 Sir, can we -- by any chance, someone in capital  
16 improvement or whatever get an antenna that

17 properly works in this community so that at least  
18 people can watch their TV sets. And with the new  
19 changes coming about -- okay -- with the DTV  
20 boxes and stuff, everybody is going to need an  
21 antenna.

22                   We have access to an antenna, but  
23 that antenna does not work, has not been hooked  
24 up or nothing for the last six years. We've got

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1 poor TV reception.

2                   THE RESIDENTS: (Numerous  
3 residents talking at once.)

4                   MR. SWINDLE: No, no, no. You're  
5 going to need one for a dish, but you're talking  
6 about just for a regular TV --

7                   MS. HARRIS: Hold on. This --  
8 just because we have this little cable connection  
9 right there (indicating), it's hooked up to an  
10 antenna. We do not have cable access. We have  
11 that wire hooked to an antenna on the roof that's  
12 been broken for over six years, and we have very  
13 poor TV reception because of the antenna on the  
14 roof of our building.

15                   MR. SWINDLE: Well, we'll have to  
16 take --

17                   MS. HARRIS: I'm just telling you

18 now --

19 MR. SWINDLE: Yes, ma'am --

20 THE RESIDENTS: (Numerous  
21 residents talking at once.)

22 MS. HARRIS: And that's very  
23 important if you want people to stay home so that  
24 they can have some type of entertainment because

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1 we cannot afford satellite dishes. Cable is not  
2 coming here; okay? We need to have just plain TV  
3 reception; okay? We don't have that.

4 MR. SWINDLE: Okay. You need an  
5 antenna that works on the roof.

6 MS. HARRIS: Right, uh-huh.

7 MR. SWINDLE: All right.

8 MS. HARRIS: That's what's hooked  
9 to them wires. That's what's hooked to them  
10 wires is an antenna and not cable.

11 MR. SWINDLE: All right. Let me  
12 get back with operations and see if we can fix  
13 that for you.

14 MS. HARRIS: Yeah. We have to  
15 move that antenna right there up to a chair to  
16 get reception, but it don't be clear.

17 MS. BALLARD: Well, with the HDTV  
18 issues --

19 MS. HARRIS: You're still going to  
20 need an antenna regardless. You're still going  
21 to need an antenna.

22 MR. SWINDLE: Okay. We'll look  
23 into that. Well, we'll move on to the other  
24 developments. We'll move on over to Cleaborn.

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1 Right now, we have -- Cleaborn is also a part of  
2 this economic stimulus package deal. Right now,  
3 we're not looking at doing a whole lot of repairs  
4 at Cleaborn. At Foote, it's the same thing, not  
5 a whole lot of repairs. You may have some  
6 damaged units, fire damage type units. And we're  
7 going to do repairs on those.

8 And looking at Montgomery Plaza,  
9 that's the unit that now we're thinking about,  
10 you know, keeping for the long haul. So at that  
11 particular development, we have done some site  
12 improvements, and we have done, you know, some  
13 unit repairs over there.

14 Now, to move on to, say, Askew  
15 Place and G.E. Patterson Pointe, those we're  
16 doing simply just some door additions. We're  
17 installing security doors on those single family  
18 unit. As far as the other high-rises, at Borda,  
19 we have some water coming in, so we're doing roof

20 replacement.

21 William just brought to my  
22 attention for some of them, we've looked at --  
23 we've looked at them over the last couple of  
24 days. We do have an issue with the -- down here

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1 on the first floor in the community room.  
2 There's a leak on the hot water coil. It may --  
3 they're thinking that may be the issue that we're  
4 having with it. I don't know if that services  
5 this particular area. It is this area?

6 MS. BALLARD: (Nods head.)

7 MR. WEBB: So if we have a leak,  
8 we don't have hot water going through the coils,  
9 then you won't have heat. So that's the issue  
10 with that. So we'll have to get that repaired,  
11 and we're talking to some contractors to get some  
12 bids and get that taken care of; all right?

13 Okay. I think that's all I have  
14 as far as what we planned for this year. Like I  
15 said, those are just our initial plans. And, you  
16 know, plans change. So, you know, as things come  
17 up, we have to change to take those things off  
18 the list and include something else that's more  
19 important. Any more questions?

20 MS. BRIGHT: Yeah. What about

21 cable or satellite? 412, Ms. Bright.

22 MR. SWINDLE: You're saying

23 cable --

24 MS. BRIGHT: Yeah, cable or

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1 satellite because my TV don't play worth nothing  
2 in here.

3 MR. SWINDLE: We talked about  
4 looking at that antenna. It would be a simple  
5 antenna so everything will work and function  
6 properly for your standard TV. Now, as far as  
7 cable, we're talking about a different situation.

8 MS. BRIGHT: I'm talking about  
9 satellite or whatever. I don't think it's fair  
10 for satellite to be on that side and you can't  
11 get it on this side. That's not fair, sir.

12 MS. BALLARD: That's different  
13 buildings. We have nothing --

14 MR. SWINDLE: I don't know what's  
15 in the building and what's not in the building --

16 THE RESIDENTS: (Numerous  
17 residents talking at once.)

18 MR. PERRY: On the satellite, let  
19 me say this right here. We don't provide  
20 satellite services. But if you can get satellite  
21 services, we have certain standards they have to

22 meet to put the satellite -- install it. If they  
23 do, that's fine for us. That's between you and  
24 the satellite company as long as they meet our

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1 installation criteria.

2                   One of the problems has to be  
3 though -- with the satellite companies is they  
4 have to -- the satellite is way up in the sky, so  
5 some parts of this buildings is facing --

6                   UNIDENTIFIED RESIDENT: South  
7 facing --

8                   MR. PERRY: Until the satellite  
9 people get a better satellite or put the  
10 satellite in a different place, you won't be able  
11 to get the satellite. That's not our --

12                   MS. BRIGHT: What if they --

13                   MR. PERRY: -- fault. That's --

14                   MS. BRIGHT: If they do that, it  
15 might be --

16                   MR. PERRY: I said the same thing.  
17 If they are doing that, get with them. We have  
18 no problems as long as they install it a certain  
19 way. We have no problem with that. But that's  
20 not us. That's the people who provide the  
21 satellite. I'm sorry.

22                   What we'll try to do is look at

23 this antenna to see if we can get the basic, but  
24 we don't know whether it's going through digital

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1 requirements. We're going to look at that for  
2 you. We've already promised you that. We'll  
3 look into that. But for the satellite, if you  
4 can get the satellite company to get you  
5 satellite -- and that technology may improve.  
6 They can get the reception for the other side of  
7 the building.

8 Now we're going to have  
9 Ms. Luretha Phillips talk to you.

10 MS. PHILLIPS: I'm Luretha  
11 Phillips. I'm with the HOPE VI, and in the HOPE  
12 VI department, I work the internal staff and the  
13 redevelopment team to rebuild public housing from  
14 the early days of College Park to Hurt Village to  
15 Dixie Homes and to University Place or the old  
16 Lamar Terrace.

17 THE RESIDENTS: (Numerous  
18 residents talking at once.)

19 MS. HARRIS: Shush.

20 MS. PHILLIPS: Our primary goal  
21 that we'll continue to work on and address in the  
22 2009 year -- plan year are to improve the living  
23 conditions of public housing families. We do

24 that through the construction of more decent,

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1 safe and sanitary housing and affordable housing,  
2 enhance the quality of life for our seniors.

3                   We currently have four high-rise  
4 developments -- or low-rises for seniors only.  
5 Those are seniors 62 and above and seniors that  
6 may also be disabled. And we're considering in  
7 this plan year the development of an additional  
8 one. We're -- it has not been -- the plans have  
9 not been drawn up, but we're looking at the  
10 feasibility of financing another development  
11 at -- another senior only facility at Legends  
12 Park.

13                   We also are working towards  
14 increasing job opportunities for families that  
15 are work bound at the HOPE VI sites, helping work  
16 bound families with their self-sufficiency  
17 goals -- that's something that Ms. Partee does  
18 with her staff -- and working with our social  
19 services provider to assist those families with  
20 their self-sufficiency goals and to increase home  
21 ownership opportunities for families that have  
22 home ownership as one of their ultimate goals.

23                   We're going to make application in  
24 the new plan year for additional HOPE VI funds.

1 That will depend on the notice of funding  
2 availability from HUD. We intend to -- if  
3 they're -- if there is another issue for HOPE VI  
4 to apply for additional funds -- and this is to  
5 help develop additional obsolete public  
6 housing -- we're going to prepare a disposition  
7 application.

8                   Now that application has to be  
9 done in order for us to transfer, sell, or  
10 dispose of public housing property. The  
11 disposition and applications that we currently  
12 have planned in the new year in the -- the plan  
13 year 2009/2010 are for Uptown commercial center.  
14 We're working with a private developer to bring a  
15 pharmacy to that area and those -- you know, of  
16 course it would benefit the families that live  
17 over in the Uptown area. Those that -- you know,  
18 with jobs and job training.

19                   Legends Park -- we have to dispose  
20 of the lands. If we do intend to build that  
21 senior only facility, we have to dispose of the  
22 land in order to make that happen. There is also  
23 plans to build a Fed Ex House. This is lodging  
24 sort of like hotel lodging for -- just like the

1 Ronald McDonald House or the Grizzlies House.  
2 There is a plan to build a -- what's called the  
3 Fed EX House, and that's on the site at the  
4 corner of Ayers and Poplar. And that will  
5 benefit families of patients of LeBonheur, and  
6 that's through a private entity.

7                   Again, to increase home ownership  
8 opportunities for public housing residents, we're  
9 going to start the first phase of the home  
10 ownership unit at McKinley Park. And McKinley,  
11 as most of you are probably aware, those are the  
12 development of 30 home ownership units. Five of  
13 those units will be targeted for sale to families  
14 of the -- former Dixie Home families.

15                   And we're working with those  
16 families to get them ready for home ownership,  
17 and McKinley Park is located across the street  
18 from Askew Place. And, again, the first four  
19 models will be started in this quarter before,  
20 you know, the end of March, and we'll start with  
21 four models. And then as homes sell, we will  
22 build additional homes. Those homes range from  
23 85,000 to about 120 -- 110,000 to 120,000 for the  
24 buyers.

1                   We're going to complete  
2 construction of the third phase of the family  
3 rental units at University Place. This is an  
4 additional 150 units. We -- and this year, we've  
5 started -- well, actually it started in 2008.  
6 The first phase of on-site at Dixie -- that's  
7 Legends Park East. That's 134 units, and 26 of  
8 those homes are -- or those rental units will be  
9 designated for public housing families.

10                   We're looking at developing an  
11 application or get HUD approval to develop an  
12 application for lease purchase programs. We  
13 currently do not administer a lease purchase.  
14 Those -- that type of program will be set up for  
15 families that have considered home ownership and  
16 may not be ready for home ownership yet but are  
17 working on those things to become a home owner.  
18 We're researching the possibility of that, and  
19 we'd like to do that in this plan year if at all  
20 possible. But we have to get HUD approval before  
21 we can actually administer that program.

22                   Okay. If -- are you familiar with  
23 the SRA? Are any of you familiar with the  
24 self-reliance agreement? The self-reliance

1 agreement -- Ms. Partee would normally present  
2 this. But the self-reliance agreement is an  
3 addendum to the lease, the public housing lease.  
4 It affects -- at this point, it's being  
5 implemented at the HOPE VI sites only.

6                   The self-reliance agreement --  
7 there are basically three general conditions that  
8 you must meet to either occupy a public housing  
9 unit at a HOPE VI site -- to be selected and to  
10 continue to occupy. One being, you must work  
11 full time, and that's 30 hours a week or more,  
12 enrolled in job training or education programs.  
13 You must be in school. And you're exempt from  
14 the SRA if you're 62 and above or have a medical  
15 disability, but that SRA agreement, the  
16 self-reliance agreement, is an addendum to the  
17 public housing lease at a HOPE VI site only.

18                   In 2008, we started the site  
19 preparation for McKinley Park. Those are the 30  
20 homes that I mentioned across the street from  
21 Askew Place. And it's on former Cleaborn Homes  
22 property. We conducted a HUD closing for  
23 McKinley Park, so we'll be ready to start as soon  
24 as HUD funds that phase.

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1                   We're going to -- we've already

2 started construction of Legends Park of a  
3 commercial building. You'll see some activity.  
4 You should already see some activity happening at  
5 Legends Park. That's the old Dixie Homes across  
6 from the VA Hospital. There is a lot of activity  
7 that will be happening in the next year -- one  
8 being that Fed Ex House, the second one being  
9 Legends Park East, the first phrase and then  
10 we'll -- that Legends Park commercial building.

11 The plan -- we also have plans for  
12 securing additional funding for houses to be  
13 built at Uptown. These houses are market rate  
14 units. We built from 2002 to -- completed in  
15 2007, 110 affordable homes. We've built 307  
16 public housing units, and we have yet to build  
17 175 market rate homes. This is to balance out  
18 the rest of the neighborhoods.

19 And as you may know, at any HOPE  
20 VI site, we look at public housing --  
21 conventional public housing units, affordable  
22 housing and market rate units and everybody  
23 living in the same community.

24 Did someone have a question or

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1 comment?

2 MS. HARRIS: I do.

3 MS. PHILLIPS: Go head.

4 MS. HARRIS: Delores Harris, 321,  
5 22 years. From what I have seen so far, you've  
6 torn down these developments -- okay -- moving  
7 out anywhere -- a minimum of 200 people out into  
8 other communities and stuff like this here. But  
9 when you start back to building, these people are  
10 thinking that they might be coming back  
11 regardless to what -- how they left, whether they  
12 left on a Section 8 or whatever. Do you know  
13 what I'm saying?

14 But I keep seeing that we have  
15 more people that are -- you're making space for  
16 62 years of age and over with disabilities, but  
17 you're not making any -- any -- or enough space  
18 for those people with disabilities under the age  
19 of 62 -- okay -- or the low income. You don't  
20 have enough housing.

21 You have not provided enough  
22 housing. That's the reason why different -- the  
23 developments have the problems, because those  
24 people that came out of there have to come back

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1 to where their friends and relatives live at in  
2 public housing because they can't live out there.

3 The Section 8 program has been

4     dismal for some of them -- do you understand  
5     where I'm coming from -- not only from the  
6     residents' point of view, but from the -- the  
7     of -- those properties have taken advantage of  
8     their idea, you know. But what I'm saying is  
9     those people under 62 with a disability, you're  
10    not making enough space for them.

11                   THE RESIDENTS: That's right,  
12    uh-huh.

13                   MS. HARRIS: You're just not.

14                   MS. PHILLIPS: Okay. Is that a  
15    comment, or you would like some response to that?

16                   MS. HARRIS: I would like a  
17    response to that, to how is it that you're going  
18    to get rid of a minimum of 200 people -- okay --  
19    that are low income -- all right -- and most of  
20    them are not seniors; okay? And then when you  
21    build on their site, you only bring back, what --  
22    how many units -- 12, 120 or something like this  
23    here when you've gotten rid of all of those  
24    people?

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1                   And they don't have anywhere to  
2    stay but to go into their people's housing. Most  
3    of their people might live in public housing, and  
4    the other folks ain't going to want them. So how

5 is it that you're going to provide housing --  
6 safe, adequate, sanitary, secure housing for  
7 those people 62 under -- under 62 with  
8 disabilities? How are you going to do it for the  
9 amount of people that you have out there now?

10 MS. PHILLIPS: Okay. Well --

11 MS. JONES: I have something I  
12 would like to say.

13 MS. PHILLIPS: Is it related to  
14 her question?

15 MS. JONES: Yes.

16 MS. PHILLIPS: Okay. Go ahead and  
17 then I'll try to address both of them together.  
18 Can you give your name and address?

19 MS. JONES: Yes. My name is  
20 Evelyn Jones, and I came from Dixie Homes. I'm  
21 over 62. So they moved us out telling us in  
22 order that -- when they rebuild, we would be able  
23 to go back, which that is not true. I don't know  
24 the name of the place that you called -- the name

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1 of -- the new name that it's going to be over in  
2 Dixie Homes.

3 MS. PHILLIPS: Legends Park.

4 MS. JONES: Okay. Legends Park.

5 Nobody is calling us back to come to Legends

6 Park. So due to the agreement and everything  
7 under the lease, when we were brought here when  
8 they tore this place down, we were supposed to  
9 be, like, first to come back. But we're not  
10 going back because there's -- nobody came and  
11 said nothing about going back.

12 So we will be here until further  
13 notice and what have you. Can you answer that  
14 for me?

15 MS. PHILLIPS: Okay. I'll try to  
16 answer your question. Well, it's not true that  
17 we, you know, put families out. We -- when we  
18 conduct surveys, when the families are -- we -- a  
19 grant is awarded and we meet with the residents.  
20 This is regarding relocation benefits and  
21 preferences, housing preferences.

22 The families indicate what their  
23 choice is, whether it be relocation through a  
24 Section 8 voucher or whether it be relocation to

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1 another available public housing unit. That's  
2 the family's choice. Now, that's when they leave  
3 to go off the site.

4 But part of planning -- for  
5 example, with Dixie Homes, there were 600 units  
6 at Dixie Homes. Not all of them were occupied.

7 There were some 400 -- between 420 and 450 units  
8 of families that lived at that site. Most of  
9 those family chose -- because that was the  
10 available option at that time -- chose a Section  
11 8 voucher.

12 Many of them went to different  
13 high-rises, and some of them chose to go out into  
14 the private market, to relocate on their own.  
15 But they have that option. Until a family --  
16 when the units are developed -- and none of the  
17 units have been developed so far. Not one slab  
18 has been poured over at Legends Park just yet.  
19 They're doing site work and some other things.

20 And that first phase has 134 --  
21 134 or 136 units. There are 44, I believe,  
22 public housing units. Now those are all the  
23 families -- that 44 -- that can be accommodated  
24 in that phase. But it is true that to come back

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1 to a HOPE VI site you have to meet the standard  
2 or qualify. Now if you're 62 and above --

3 MS. JONES: That's right.

4 MS. PHILLIPS: -- then you do not  
5 have the work requirement, the SRA. But there  
6 are property management and background checks and  
7 all of that that they have to do if you went

8 anywhere to lease and they do -- I'm sorry?

9 MS. JONES: Okay. So that's  
10 anywhere? To live here, you go through all the  
11 these verifications when you --

12 MS. PHILLIPS: Correct.

13 MS. JONES: You get all this and  
14 they did backgrounds checks and what have you.  
15 At 66 years old I know goodness well that they  
16 ain't got no background check for nothing yet.  
17 It can't happen.

18 MS. PHILLIPS: Right.

19 MS. JONES: But I still just don't  
20 understand. You know, you're saying that, okay,  
21 y'all have time to be transferred, but that is  
22 not how it goes sometimes because buildings can  
23 be collapsing or what have you. And then you  
24 might have to leave right away, and then you

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1 don't have time to make a choice in a situation  
2 to where you would like to go.

3 MS. PHILLIPS: Okay. Well, I'm  
4 almost certain that they did.

5 MS. JONES: So you would have  
6 to -- excuse me. You will have to go wherever  
7 it's convenient, and this was the location that  
8 was open. And not only here -- excuse me. I'm

9 going back a little further.

10 MS. PHILLIPS: Okay.

11 MS. JONES: I came from Dixie  
12 first, and the place got in such a bad thing and  
13 started coming in. And people started tearing up  
14 and breaking in. Then we had to get out of there  
15 right away. Then I got transferred to over  
16 here --

17 MS. PHILLIPS: Okay.

18 MS. JONES: -- where I told you.  
19 And then we had this situation over there, so I  
20 didn't have a choice. You don't get a choice.

21 MS. PHILLIPS: Okay. Did you --

22 MS. JONES: You go where you have  
23 to go.

24 MS. PHILLIPS: Did you --

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1 MS. JONES: You go where you have  
2 to go.

3 MS. PHILLIPS: Did you relocate  
4 in --

5 MS. JONES: I had to relocate --

6 MS. PHILLIPS: -- 2006?

7 MS. JONES: -- where I was told to  
8 go, and I was more than glad to relocate, to be  
9 here.

10 MS. PHILLIPS: When did you come  
11 here?

12 MS. JONES: I've been here about a  
13 couple of years, isn't it?

14 MS. BALLARD: Yeah, when they did  
15 the transfers when they were closing Dixie, when  
16 they did the closing --

17 MS. PHILLIPS: Okay.

18 MS. BALLARD: -- there were a lot  
19 of transfers to all the developments.

20 MS. JONES: Right.

21 MS. BALLARD: A lot of things --

22 MS. PHILLIPS: Are you working  
23 with your case manager, who is with Urban  
24 Strategies.

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1 MS. JONES: I don't know about  
2 that.

3 MS. PHILLIPS: Memphis HOPE.

4 MS. JONES: I don't know  
5 anything -- about -- that's not the problem.

6 MS. PHILLIPS: Let me talk with  
7 you --

8 MR. PERRY: Take her name.

9 MS. PHILLIPS: -- following the  
10 meeting, because you should have a case manager.

11 MS. JONES: Well, I probably do,  
12 but I was just asking questions because I need to  
13 know those answers to those things since you were  
14 here.

15 MS. PHILLIPS: Right. Let me talk  
16 with you apart from this --

17 MS. JONES: Yes, ma'am.

18 MS. PHILLIPS: -- and plug you  
19 into your case manager to make sure you're being  
20 seen. Yes, sir?

21 MR. BURR: My name is Jerry Burr.  
22 I live in Apartment 1020. The last time you was  
23 here, I asked him about getting a transfer from  
24 the high-rise to Foote Homes. He told me that he

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1 was going to check into that.

2 MS. PHILLIPS: Okay.

3 MR. BURR: I would like to know  
4 two things. How long does it take him to check  
5 into this and when can I get transferred?

6 MS. PHILLIPS: Okay. That's  
7 directly a property management issue and that's  
8 another issue. We'd like to focus on -- so that  
9 everybody can be informed of the activities that  
10 we will be working on. That's a direct property  
11 management issue and question that you have, and

12 your property manager is here. And that can be  
13 handled through her. I'm not --

14 MR. BURR: Here we go again.

15 MS. PHILLIPS: Okay. I'm not  
16 familiar with your particular issue and for me to  
17 be able to tell -- I can't tell you it will take  
18 this many months or it can happen. I can't tell  
19 you that but --

20 MS. BALLARD: The availability and  
21 reason for the transfer, which is not approved by  
22 us, it's approved by downtown.

23 MS. PHILLIPS: Okay.

24 MR. BURR: Approved by who?

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1 MS. PHILLIPS: The central office,  
2 MHA central on Adams. Okay. We'll take a couple  
3 more and then I want to finish the presentation.  
4 Name?

5 MS. BURCHDT: Doris Burchdt  
6 (phonetically). Up on Lamar Terrace, they  
7 check -- if y'all are planning to move us, y'all  
8 will let us know? Y'all will let us know where  
9 we can move out in time?

10 MS. PHILLIPS: You should also be  
11 plugged in to your case manager but --

12 MS. BURCHDT: Yeah, I called her,

13 and she said I'm on the roll. I come from Lamar  
14 Terrace.

15 MS. PHILLIPS: Okay. Okay.

16 MS. JONES: I'm just wondering,  
17 you know, if it don't, what we do about staying  
18 here and if y'all will let us know if we have to  
19 move out of here or something?

20 MS. PHILLIPS: Okay. You're  
21 supposed to be in the case manager process?

22 MS. JONES: Yes, ma'am, in the  
23 process.

24 MS. PHILLIPS: The development is

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1 not complete yet.

2 MS. JONES: Thank you. That's  
3 what she told me, but I put in an application.  
4 I'm in that process. I said thank you.

5 MS. PHILLIPS: Okay. Then great.  
6 Your name?

7 MS. BLAIR: My name is Lula Blair.  
8 I reside here at 439 Beale Street in Apartment  
9 104. I would like to -- oh, I've been here five  
10 years. I would like to comment on what  
11 Ms. Harris said. She was talking concerning the  
12 62 and up for University Place over there. Well,  
13 I didn't come from Dixie Homes or Cleaborn Homes

14 or anything. I resided here from, you know, the  
15 private sector.

16 But my question to you is, is  
17 there a plan within your plan for the disabled  
18 individual that's on a fixed income to live in  
19 University Place or whatever, because I tried?  
20 I've already tried to get occupancy over there,  
21 and they informed me that for me to even apply to  
22 live over there, my income, my disability  
23 income -- I'm legally blind -- that it had to be  
24 twice as much as my disability check.

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1 THE RESIDENTS: (Numerous  
2 residents talking at once.)

3 MS. BLAIR: For me to live over  
4 there, I would have to earn at least 1600  
5 dollars, and my disability check is not nearly  
6 1600 dollars. But I was wondering if you had  
7 anything within your plan that would work for  
8 people like me who are disabled who want to live  
9 in a comfortable place.

10 I love it here, but I need more  
11 room, you know, because I do have an aid that,  
12 you know, lives with me. And I want to know what  
13 is the eligibility for your plan for me to try to  
14 move over there without having to pay -- you

15 know, earning 1600 dollars. I don't have 1600  
16 dollars.

17 MS. PHILLIPS: Well, I'm totally  
18 out of my area to give you -- property  
19 management --

20 MS. BLAIR: One more thing. The  
21 rent -- even after I have met their  
22 qualifications, I have to -- my rent would be 560  
23 dollars to 617 a month. This is what they told  
24 me that my rent would be for a two bedroom.

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1 MS. PHILLIPS: Okay. Let me talk  
2 with you separately too --

3 MS. BLAIR: Sure.

4 MS. PHILLIPS: -- because you have  
5 to be on the waiting list. That's the minimal --

6 MS. BLAIR: Well, I've been on a  
7 transfer list, you know, through Memphis Housing  
8 for the last two years.

9 MS. PHILLIPS: Okay. But Memphis  
10 Housing --

11 MS. BLAIR: But that doesn't have  
12 anything to do with that. I've already checked  
13 into it.

14 MS. PHILLIPS: Right. It doesn't  
15 have anything to do with the HOPE VI sites. They

16 have site based waiting lists, and you have to be  
17 on -- if you're interested in Uptown, you have to  
18 go to the Uptown office --

19 MS. BLAIR: I'm interested in  
20 University Place.

21 MS. PHILLIPS: If you're  
22 interested in University Place, of course you  
23 have to go to University Place. But they have  
24 what we call income tiering, and they are -- they

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1 accept, you know, different income ranges. And  
2 they have public housing units that are  
3 available. Of course, they have to  
4 accommodate -- the first priorities are the ones  
5 that left that site. And then the next priority  
6 would be open to the Dixie Homes families that  
7 want to go back to University. And then a third  
8 priority is to the general public that are, you  
9 know, eligible for public housing.

10 MS. BLAIR: I understand. I  
11 understand, but what -- the young lady informed  
12 me that since I was on disability, I needed to  
13 find a place for disability -- for, you know,  
14 based on income -- fixed income people.

15 MS. PHILLIPS: I'm not certain  
16 about that. I would like to be able to address

17 you separately, if you would. Let me take one  
18 more question, and then we'll go back to the  
19 presentation and wrap that up. Go ahead.

20 MR. WILKS: I'm new. My name is  
21 Jimmy Wilks (phonetically). I just moved in. I  
22 had something else -- it's like -- you know, I  
23 get SSI and all. I'm on medication. I didn't  
24 get -- but do you think it's a chance a person --

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1 that I'll be able to own my own home some day or  
2 something like that?

3 MS. PHILLIPS: Let me -- that's  
4 what I'm going to read, the qualifications.

5 MR. WILKS: Yes, ma'am.

6 MS. PHILLIPS: And then we have to  
7 go from there. I can't, you know, tell anybody  
8 directly, you know, you qualify or you're  
9 qualified. But let me just read the general  
10 guidelines, and then any questions after I finish  
11 that, I'll try to address them later or get back  
12 with you.

13 UNIDENTIFIED RESIDENT: What's the  
14 name of that Lamar Terrace -- University?

15 MS. PHILLIPS: It's University  
16 Place.

17 UNIDENTIFIED RESIDENT: Thank you.

18 MS. PHILLIPS: The -- last  
19 question. Go ahead. Your name?  
20 MS. ASH: Nedra Ash, 615. I want  
21 to ask this question. Do you necessarily have to  
22 have a case manager for -- to move if you're --  
23 if your lease is up or whatever? Like I came  
24 here through the Adams office, and I don't have a

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1 case manager or anything. But I do -- and I  
2 don't really -- to stay in the high-rise?

3 MS. PHILLIPS: There are case --

4 THE RESIDENTS: (Numerous  
5 residents talking at once.)

6 MS. PHILLIPS: Okay. Ms. Porter  
7 is the case manager that handles this site, but  
8 at a HOPE VI site, yes, you do have to be  
9 enrolled in case management. And you do have a  
10 case manager that works with you. So let me go  
11 ahead.

12 MS. ASH: I don't --

13 MS. PHILLIPS: Okay. All right.  
14 But Ms. Freida Porter, I think she's out in the  
15 hallway -- we'll ask her to come back in so  
16 you'll know who she is. Let me go ahead and  
17 finish with the general home ownership program  
18 guidelines. I mentioned that we have Uptown for

19 home ownership units. We will have McKinley Park  
20 that we're going to build 30 houses in the  
21 general area.

22 THE RESIDENTS: (Numerous  
23 residents talking at once.)

24 MS. PHILLIPS: You -- they have

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1 down payment assistance. They being MHA, and we  
2 have down payment assistance that's available for  
3 families that qualify. You have to -- right now  
4 it varies for a home. The City of Memphis has  
5 down payment assistance up to 10,000 dollars that  
6 you may qualify for. There is a minimum 1  
7 percent home buyer down payment of cash  
8 contribution.

9 If you want to buy a home and you  
10 qualify for a home, you have to come up with  
11 1 percent of the down payment, and that could be  
12 from your own savings. That could be  
13 participating through the family self-sufficiency  
14 program or the RISE program where you -- your  
15 savings are matched two to one. You put in a  
16 dollar, and the program matches it two dollars.  
17 So you get three dollars at the end of the day  
18 from that.

19 You have to have acceptable

20 employment and credit history as per the first  
21 mortgage lender. And for the Section 8 program  
22 participants, the family can convert a Section 8  
23 rental voucher into a mortgage assistance  
24 voucher. You must be a current voucher holder,

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1 head of household or the spouse. You must have  
2 been continuously employed for one year. The  
3 employment requirement is waived for the disabled  
4 households, and household income must be at least  
5 14,100. It's 10,500 for a disabled family. And  
6 you must complete a home ownership counselling  
7 program. Those are the basic guidelines for the  
8 home ownership program through Section 8 or  
9 through the MHA administer home ownership  
10 program.

11 If you have any questions, I'll be  
12 glad to stay, and we can address your question  
13 individually. But I think we need to turn the  
14 presentation back over to Mr. Perry, and I'll be  
15 out in the hallway.

16 MR. PERRY: All right. That ends  
17 our presentation. Is there anything that was  
18 missed on the annual plan that you would like to  
19 discuss?

20 MS. JONES: I'd like to ask a

21 question. For people whose income is less than  
22 700 dollars a month, what does HUD and Memphis  
23 Housing have new in housing for -- you know, for  
24 us -- you know, for people who don't -- who get

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1 less than 700 dollars a month, who are -- you  
2 know, get less than 700 dollars a month to live  
3 on, period? What do you -- what kind of new  
4 housing do you have for us?

5 MS. HARRIS: That's --

6 MR. PERRY: What type of new  
7 housing we have for you all?

8 MS. JONES: Yeah, that you've got  
9 in the plan.

10 UNIDENTIFIED RESIDENT: Affordable  
11 housing for low -- really low income. That's  
12 what she's asking.

13 MS. JONES: People on the bottom  
14 totem pole, you know, people who -- you know,  
15 that's -- we are absolutely poor making -- trying  
16 to live on less than 700 dollars a month. We are  
17 the lowest of the poles.

18 THE RESIDENTS: (Numerous  
19 residents talking at once.)

20 MR. PERRY: Most of the -- again,  
21 most of the new housing that's built is going to

22 be mixed finance. It's going to be mixed  
23 finance. To meet those requirements that are  
24 going back to those particular developments

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1 requires -- unless you are disabled or 62, it's  
2 not going to require anything. But if you're not  
3 disabled and you're not 62, you have to be  
4 working. There's a work requirement required or  
5 you have to be in school. But if you're 62 or  
6 you're disabled, the work requirement is waived.  
7 So you can apply for those developments; okay?

8 MS. JONES: Okay. If you don't  
9 get but 550 dollars a month, you can't pay 500  
10 dollars a month rent when that's all you're  
11 getting.

12 MR. PERRY: No, basically when you  
13 go to mixed finance in developments, it's based  
14 upon the amount of money that you're receiving in  
15 employment; okay? But you have to work again at  
16 least -- there's certain requirements that she  
17 went over -- so many hours per week, 30 hours per  
18 week. You have to work 30 hours per week; okay?  
19 And your rent is based on the amount of money  
20 that you make at mixed finance developments.

21 MS. JONES: Oh, okay. All right.

22 MS. HARRIS: Mr. Perry, Delores

23 Harris, 321, 22 years. The question has been  
24 asked three different ways by that young lady

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1 that left out of here, by her and by myself, what  
2 are you going to do with those people that is not  
3 qualifying to go back to these developments up  
4 under the guidelines that they've -- for the  
5 extremely poor people? You're not creating  
6 enough public housing for the extremely poor  
7 people. That's what we're asking. What are we  
8 supposed to do? That's the question.

9 MR. PERRY: Well, let me say this.  
10 Everybody who is in housing is going to have  
11 housing. Everyone who is in housing is going to  
12 have public housing. None of you are going to be  
13 kicked out of public housing. If we tear down  
14 this development, you're going to be able to get  
15 housing because there's a relocation act. You're  
16 going to be able to get housing. To get new  
17 housing, I can't promise you that.

18 UNIDENTIFIED RESIDENT: But at  
19 what cost, what financial cost is the question?

20 MR. PERRY: It's going to be the  
21 same percentage of your income you pay.

22 MS. HARRIS: It ain't happening  
23 out there.

24

MR. PERRY: Okay. You have -- all

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1 of you -- is there anyone who does not have  
2 public housing now? It's going to be -- the  
3 rules are going to be basically the same, except  
4 the mixed finance, the newer projects, you've got  
5 to work to get in those projects. But if you're  
6 disabled and can't work, you still can apply, but  
7 there's only so many units; okay? You still can  
8 apply.

9 UNIDENTIFIED RESIDENT: They never  
10 qualify.

11 MR. PERRY: You still can apply  
12 for those particular properties.

13 MS. HARRIS: But they're not  
14 qualifying.

15 MR. PERRY: Yes?

16 MS. BLAIR: Sir, I'm sorry. Lula  
17 Blair again, 439 Beale, 104. For a person who is  
18 disabled -- like I said, I'm legally blind. I've  
19 already sought information about how to get into  
20 the units. I've told them I was disabled. They  
21 told me -- and I told them I have --

22 MR. PERRY: Besides -- besides  
23 University Place, have you applied for Uptown?

24 MS. BLAIR: Oh, they told me 610

1 dollars a month.

2 MR. PERRY: That's 610 dollars a  
3 month?

4 MS. BLAIR: I asked them  
5 point-blank, "Is it based on my income? Can it  
6 be based on my income?" They said, "No, it  
7 cannot." No, it cannot be based on my income.  
8 They do not do it based on income, period.

9 MR. PERRY: Well --

10 MS. BLAIR: I would have to have  
11 twice as much.

12 MR. PERRY: Okay. You need to  
13 talk --

14 MS. BLAIR: I'm telling you --

15 MR. PERRY: What they're probably  
16 referring to is in order for you to -- there's an  
17 application process. Your rent though in public  
18 housing -- if we have a unit, it's based upon --

19 MS. BLAIR: 610.

20 MR. PERRY: -- it's based upon  
21 income. And that -- public housing rent, it's  
22 based on your income; okay?

23 MS. BALLARD: But only if she --

24 MS. BLAIR: They said they --

1 based on my income --

2 MR. PERRY: Well, then it's not a  
3 public housing unit. Public housing units are  
4 based upon your income. It may be 610 dollars,  
5 but it's based on your income, just the public  
6 housing units.

7 MS. BLAIR: But I see what --

8 MR. PERRY: Let me say this. They  
9 have other units besides public housing. They  
10 have tax credit units. They have public housing  
11 units. They have private units.

12 A mixed finance development is  
13 basically composed of three different categories.  
14 You have the tax credit unit, which is also based  
15 upon income. You have public housing units,  
16 which is based upon income. And you have a  
17 market rate unit, which is not based on income  
18 but based upon the market. Those are the three  
19 types of units that mixed finance has.

20 Let me say this. All public  
21 housing where there's all public housing, that is  
22 basically gone. There is no money in the budget  
23 that Congress passes down to just develop public  
24 housing facilities for public housing. That

1 basic concept is gone. It's leaving us; okay?

2                   It may come back, but right now  
3 it's gone. Mixed finance -- when we do mixed  
4 finance units, she's right. There's only so many  
5 public housing there. There's only so many tax  
6 credit units there, and there are private market  
7 units there. So the things -- where you have a  
8 development like Hurt Village of 600 public  
9 housing units is gone. There's nothing the  
10 Housing Authority can do about that because we  
11 don't have the funds to build those types of  
12 developments.

13                   And I understand what you're  
14 saying, but that's the way it is. And I'm sorry.  
15 I would love to have public housing developments  
16 of 600 units. There used to be what we called  
17 one for one replacement. We tore down 600 units  
18 and we came back with 600 public housing units.  
19 Congress did away with that because it's too  
20 costly.

21                   We don't have enough money to  
22 build the amount of units they're tearing down.  
23 It's simple economics. So when it comes back,  
24 it's not as many units. And then you're going to

1 what we call work requirements, and I guess  
2 President Obama said this. There's not anymore  
3 where everything is going to be free; okay?

4                   You've got to do something.  
5 Everybody has got to pitch in and do something.  
6 So if you can work, you've got to go out and  
7 work. If you're disabled, you don't have to or  
8 if you're over 62. But if you're able-bodied,  
9 you've got to work. So if you come back to one  
10 of our HOPE VI sites, if you can work, you've got  
11 to work. If you don't work and -- you can't be  
12 in that site.

13                   And let me say this. Even in  
14 public housing, we're moving to that. Just --  
15 our HOPE VI -- in the upcoming years, that's  
16 going to happen. We have a SRA agreement for  
17 public housing. We just haven't implemented it  
18 because of the economy right now because -- the  
19 executive director has not implemented it because  
20 of the economy. But even in public housing, the  
21 individuals in public housing have to work.

22                   The only difference in the SRA in  
23 HOPE VI and public housing -- and we told you  
24 about this last year -- is that in public

1 housing, we said that if you can't work because  
2 of the economy, you can't find a job, then you've  
3 got to do 30 hours a week of community service.  
4 That's 30 hours a week of community service.  
5 That's what public housing residents are going to  
6 have to do who are not working who are able to  
7 work; okay?

8                   So it's not you're not going to  
9 sit home. If you can't find a job, then we tell  
10 you, "Okay. Work is doing 30 hours of community  
11 service. We can find you 30 hours of community  
12 service." But you need to talk to her about  
13 that. I understand what you're saying. This  
14 income thing sounds kind of -- we'll look into  
15 that for you. But talk to the HOPE VI director.  
16 She's outside and she'll talk to you.

17                   MS. BLAIR: May I ask you one last  
18 thing?

19                   MR. PERRY: Yes.

20                   MS. BLAIR: You're so nice about  
21 this. If I find something outside of public  
22 housing in the private sector or wherever, would  
23 Memphis Housing be a reference for me? I've been  
24 a good tenant.

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1                   MR. PERRY: Right. That's no

2 problem.

3 MS. BLAIR: A real good tenant.

4 Will you be a reference for me?

5 MS. BALLARD: We sure will.

6 MR. PERRY: Your resident director  
7 says yes. But, again, I'm saying look at Uptown.  
8 We're going to look at Legends. I want to look  
9 at Legends. What you're saying does -- I know  
10 what you've said. We're going to look at that  
11 for you. I have fundamental problems with that.

12 MS. BLAIR: I know what they're  
13 doing.

14 MR. PERRY: Right. We'll look  
15 into that for you based on that.

16 MS. BLAIR: Thanks so much. I  
17 appreciate that.

18 MR. PERRY: Okay. That's our  
19 presentation. Thank you for coming out. Thank  
20 you for all your comments. We'll note all your  
21 comments. We will reply to each and every one of  
22 your comments. Now, you may not like our reply,  
23 but we're going to reply; all right?

24 MS. BLAIR: I love your reply.

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1 MR. PERRY: All right. Thank you  
2 for coming out. You've been a wonderful group.

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(Whereupon, the meeting  
concluded at approximately  
4:50 p.m.)

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1 C E R T I F I C A T E  
2 STATE OF TENNESSEE:  
3 COUNTY OF SHELBY:

4 I, LESLEY L. SPENCE, Court Reporter and Notary  
Public for the State of Tennessee at Large, do  
5 hereby certify that I reported in machine  
shorthand the above-captioned proceedings.

6  
I HEREBY CERTIFY that the foregoing pages contain  
7 a full, true and correct transcript of my said  
Stenotype notes then and there taken.

8  
I FURTHER CERTIFY that I am not an attorney or  
9 counsel of any of the parties, nor a relative or  
employee of any of the parties, nor am I a  
10 relative or employee of any attorney or counsel  
connected with the action, nor am I financially  
11 interested in the action.

12 I FURTHER CERTIFY that in order for this document  
to be authentic and genuine, it must bear my  
13 original signature and my embossed notarial seal  
and that any reproduction in whole or in part of  
14 this document is not allowed or condoned and that  
such reproductions should be deemed a forgery.

15  
THEREFORE, witness my hand and my official seal  
16 in the State of Tennessee on February 4, 2009.

17

18

\_\_\_\_\_  
LESLEY L. SPENCE  
Court Reporter and  
Notary Public at Large

19

20

21 My Commission Expires:

22 June 29, 2010

23

24

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1

1

2

MEMPHIS HOUSING AUTHORITY

3

FY2005-2009 PHA PLAN

4

&



6 PHA COMMUNITY SERVICE AND SELF-SUFFICIENCY  
PROGRAMS:

7  
8 MS. JACQUELINE PARTEE

9  
10 HOPE VI GRANTS DISPOSITION:

11 MS. LURETHA PHILLIPS

12  
13 CAPITAL IMPROVEMENT NEEDS:

14 MR. MICHAEL SWINDLE

15  
16 OPERATIONS AND MANAGEMENT:

17 MR. WILLIAM WEBB

18  
19  
20  
21 Reported by: Lesley L. Spence, CSR

22  
23  
24

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1 P R O C E E D I N G S

2 \* \* \* \* \*

3 (The meeting commenced at  
4 approximately 3:08 p.m.)

5 MR. PERRY: Good evening.

6 THE RESIDENTS: Good evening.

7 MR. PERRY: On behalf of our  
8 executive director, Mr. Robert Lipscomb, we  
9 welcome each of you, once again, to our annual  
10 planning session and hearing for Jefferson  
11 Square. We're delighted that each of you came  
12 out to participate and be a part of our planning  
13 process today.

14 As most of you -- some of you know  
15 that each year we come -- go out to the different  
16 developments to talk to our residents regarding  
17 our annual and five year plan each year to get  
18 your comments and some suggestions from you. And  
19 we appreciate your participation and each one of  
20 you coming out today.

21 The vision of the Memphis Housing  
22 Authority is to become a national model in  
23 community revitalization. Our mission statement  
24 is to provide community revitalization through a

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1 seamless system of supportive services,  
2 affordable housing and new business development.  
3 Some of the goals of the Housing Authority are to  
4 increase the availability of decent, safe and  
5 affordable housing, to improve the community  
6 quality of life and economic vitality, promote  
7 self-sufficiency among our residents and help our

8 residents to develop assets for their families  
9 and individuals. Also we also try to insure  
10 equal opportunity housing for all residents of  
11 Shelby County, Tennessee and the City of Memphis.

12                   Throughout the annual and five  
13 year plan, you will see some threads that run  
14 through the plan. One of those things is that  
15 the -- one of the things we try to do is replace  
16 obsolete public housing stock. We have a number  
17 of developments, and when I first started with  
18 the Housing Authority, there were about 22  
19 developments that we had. And we have replaced a  
20 lot of those developments, as you can see. For  
21 instance, Lamar Terrace is now University Place,  
22 and you can see a brand-new facility there.  
23 Dixie Homes, which is now Legends -- you can see  
24 some work being done there to redo that. Most of

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1 you are familiar with what used to be Hurt  
2 Village is now Uptown. You can see all the new  
3 redevelopment which is occurring within the city  
4 regarding the housing properties.

5                   Another thing we try to do is  
6 attempt to reduce our vacancy rate, and again  
7 promote self-sufficiency, which is very important  
8 among our residents. And I say self-sufficiency,

9 which basically means economic self-sufficiency.  
10 And the annual plan is a pretty large document,  
11 some two or three hundred pages when you put it  
12 all together, all the different attachments to  
13 it. The plan itself is probably no more than 30  
14 or 40 pages, but the attachments increase the  
15 size of the plan.

16                   And I'm going to talk about, at  
17 this time, some of those attachments. I'm going  
18 to talk about some of those attachments to the  
19 annual plan, and the first document I'll talk  
20 about, which you're very familiar with -- and I'm  
21 basically dealing with the ones you're familiar  
22 with. We're proposing some changes and some will  
23 remain the same. Your lease agreement -- each  
24 one of you should have signed a lease agreement

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1 to live in Jefferson Square for Jefferson Square.  
2 And in that lease agreement, there's obligations  
3 for the Housing Authority, and there's  
4 obligations for the resident, the tenant. You  
5 have certain obligations.

6                   And you can -- you know, there's a  
7 list of your obligations: Pay your rent on time,  
8 not to disturb your neighbors, keep a clean  
9 house. There's a list of them starting with A

10 and going through ZZ, a long list of things that  
11 you're supposed to do. On the other side, the  
12 Housing Authority has some obligations it is  
13 supposed to do.

14                   And now we're going to add one  
15 more requirement or obligation, a very specific  
16 one. It's somewhat covered, but it's going to be  
17 specifically stated and covered, and that's going  
18 to be the residents will not abuse alcohol which  
19 will cause a disturbance to your neighbors.  
20 That's going to be the one that's -- the new one.  
21 Did everyone get that back in the back? So you  
22 can drink alcohol in your room and so forth, but  
23 you cannot abuse it. When you come down in the  
24 lobby and you're acting inappropriately because

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1 of drinking alcohol, then there is a problem.

2                   So I want you to understand that  
3 so if you -- some people just can't hold the  
4 alcohol that they take into their system. And  
5 they start acting crazy and they'll start talking  
6 and hollering and just laying out in the floor  
7 and so forth. That will not be tolerated because  
8 you're going to have an obligation not to abuse  
9 alcohol. If you're going to use it, you can't  
10 abuse it. Do you all understand that?

11 THE RESIDENTS: Yes.

12 MR. PERRY: Okay. I don't have to  
13 ever see anyone with Ms. Taylor in court because  
14 she's given you a lease termination because you  
15 have been intoxicated or you abused your  
16 alcoholic beverage.

17 I have a question back in the  
18 back. And this is what I'm going to do. I'm  
19 going to take one or two because I think this is  
20 very simple. I want you to raise your hand. Let  
21 me recognize you, and you need to stand and give  
22 your name where the court reporter can get it.

23 MR. HUGHES: My name is --

24 MR. PERRY: Hold on one minute.

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1 Bernard Hughes? Is that correct?

2 MR. HUGHES: What are the  
3 consequences if you are caught down here with  
4 alcohol in the lobby?

5 MR. PERRY: You said the  
6 consequences? All right. This is the  
7 consequence. Once we put it into the lease  
8 agreement, it becomes -- those things become a  
9 requirement you have to do. If you violate that  
10 and your manager finds out about it -- you can do  
11 it and your manager -- and your manager finds out

12 about it, she's going to take some action, which  
13 could be the termination of your lease and ask  
14 you to move. So that could be the consequences  
15 here.

16 She could ask you to move from  
17 these premises because of that; all right? Now  
18 some things she's not going to find out about  
19 because she's not over here at 1:00 a.m. in the  
20 morning so -- but usually somebody is going to --  
21 might come back and -- if you disturb your  
22 neighbors, they might say something. They will  
23 say something, and that's what it's all about,  
24 you're disturbing your neighbors. Everyone else

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1 wants to be here in peace and go to sleep at that  
2 time, and you're hollering. And it creates a  
3 problem.

4 So if she finds out about it, then  
5 she's going to take the appropriate action. So I  
6 don't want anybody to be -- where we even have to  
7 think about what the appropriate action is going  
8 to be. Don't let this happen. If you just have  
9 to have alcohol, it's in your room. And you  
10 can't be acting -- even in your room, you can't  
11 be getting loud and so forth and disturbing your  
12 neighbors. The key is to not disturb your

13 neighbors; all right? Is that clear?

14 THE RESIDENTS: Yes.

15 MR. PERRY: Yes, ma'am?

16 MS. MILES: My name is Ann

17 (unintelligible).

18 MR. PERRY: Ann?

19 MS. MILES: Miles.

20 MR. PERRY: I didn't hear your

21 last name again.

22 MS. MILES: Miles.

23 MR. PERRY: Miles?

24 MS. MILES: The question is, sir,

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1 you said alcohol, so everybody could get in  
2 trouble for alcohol but not for crack cocaine and  
3 stuff like that?

4 MR. PERRY: Oh, no, I don't even  
5 mention crack cocaine and marijuana. That's  
6 already in the lease agreement. Crack cocaine  
7 and marijuana I did not mention because that's  
8 already an obligation. That's called illegal  
9 drugs. You can't use -- now, you can't use that.  
10 You can't use that if we know about it. If we  
11 don't find out about it, then there's -- what can  
12 I say?

13 But if the Housing Authority finds

14 out about it, then we're going to try to take  
15 some action against that. So you can't do that.  
16 Crack cocaine, marijuana, those are no-nos. That  
17 right there is where you're going to really  
18 get -- really don't even think about it. Your  
19 resident manager won't think about it. She's  
20 going to terminate your lease real quick for  
21 those things. It's automatic if you get busted  
22 with those.

23 So I didn't mention that because  
24 that's already in your lease. It's already

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1 covered. You can do that, and let me say this.  
2 You can do that anywhere in the city and be a  
3 public housing resident. If you get caught off  
4 this development, not in this room doing it, it's  
5 a violation of your lease agreement. Do you all  
6 understand that?

7 THE RESIDENTS: Yes, sir.

8 MR. PERRY: Okay. You have to be  
9 an outstanding citizen when it comes to the use  
10 of drugs. Yes?

11 MR. McDANIEL: My name is Webster  
12 McDaniel. What I want to do -- can I ask some  
13 questions about stuff that needs to be done  
14 around here?

15 MR. PERRY: Let me say this.  
16 We'll deal with that -- I don't deal with that.  
17 We're going to have -- after we get through with  
18 our annual plan and five year plan, if you have  
19 specific problems dealing with your unit or  
20 something like that.

21 MR. McDANIEL: I'm talking about  
22 the building.

23 MR. PERRY: If -- you have a  
24 problem dealing with the building?

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1 MR. McDANIEL: Yes, sir.

2 MR. PERRY: Okay. The things --  
3 the building -- if you have a lot of things in  
4 the building, what I'm going to ask you to do is  
5 write those things out. We'll let you address it  
6 at the end for the building, but I want you to  
7 write them down. You can state them to us at the  
8 end. And we'll take that for the overall  
9 building for everyone if you have some things  
10 that you want that have to do with the overall  
11 building. Mr. Sanders?

12 MR. SANDERS: Albert Sanders,  
13 Jefferson Square. While you're on the lease  
14 agreement, when we're recertified every year, we  
15 sign for a -- we're supposed to be signing for a

16 lease. Why don't we get a copy of the lease that  
17 we sign?

18 MR. PERRY: You don't get a copy  
19 of the lease agreement that you sign?

20 MR. SANDERS: No, we do not.

21 MR. PERRY: Okay. We're going to  
22 look -- I'll tell you what. We need to make sure  
23 of that because you raised that issue --

24 MR. SANDERS: It -- it --

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1 MR. PERRY: I'll ask your  
2 manager --

3 MS. TAYLOR: On recertification --

4 MR. SANDERS: Mr. Perry, if there  
5 are changes -- and when your rent goes up when  
6 you're recertified, there is a change. None of  
7 us here has a lease to say that we live here.  
8 It's only the new people when they first come in  
9 here that get a lease. I've been here 12 years.  
10 I've been recertified every year.

11 I have nothing stating I have a  
12 reason to live here. Everywhere you -- it's a  
13 yearly lease, and we need to get a -- every year  
14 we get recertified, we need --

15 MR. PERRY: Okay. Well --

16 MR. SANDERS: No, listen. We need

17 to get a lease.

18 MR. PERRY: We definitely agree,  
19 Mr. Sanders.

20 MR. SANDERS: Listen, sir. If you  
21 live in a complex and they do them every three  
22 years or every two years when you get  
23 recertified, you get a copy of what you sign for.  
24 We don't get it here.

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1 MR. PERRY: Mr. Sanders, I glad  
2 you noted that comment, and I agree with you that  
3 you should get a copy of the lease that you  
4 signed. We agree. I agree with that. And the  
5 reason why you should get a copy, especially this  
6 year, is because the lease agreement has now  
7 changed.

8 You have the requirement -- this  
9 additional requirement. Each one of you should  
10 get a new lease, which has that requirement in  
11 it.

12 MR. SANDERS: Mr. Perry?

13 MR. PERRY: Yes?

14 MR. SANDERS: I beg to differ. If  
15 my rent -- if I'm paying 100 dollars last year,  
16 and my rent goes up 20 dollars this time in May,  
17 that is a change in the lease from the time I

18 signed it when I first moved in here. So that is  
19 a change. Every time they go up on your rent,  
20 there is a change, and you need to have something  
21 in writing saying that you are to pay so-and-so  
22 and so-and-so for this year, whether -- that's a  
23 change in the lease, sir.

24 You can't get around that. We

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1 do -- the problem is we do not get a lease.  
2 Anybody that's been here more than one year, they  
3 do not have a lease for no year. If you moved  
4 here in 2006, you didn't get one in '07. You  
5 didn't get one in '08.

6 MR. PERRY: Again, Mr. Sanders,  
7 all I can say is I agree with you, and you can  
8 say it one more time. I'm going to tell you  
9 again that I agree with you. You are right. We  
10 will try to correct that, but I'm saying if you  
11 and everyone -- I'm saying everyone should get a  
12 new lease.

13 Now, if only your income changes,  
14 what they're doing is just amending the provision  
15 and sending you out a letter saying that your  
16 rent in Sections X, Y, Z is now changing. That's  
17 not going to give you a whole new lease, because  
18 none of the requirements in the lease other than

19 the rent has changed. They're doing it that way.

20 But when we change an obligation  
21 or regulation which changes the body of the  
22 lease, you're going to get a new lease, and  
23 you're going to sign them. Basically, that  
24 changes to a new lease every year anyway, like

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1 that specific portion of it. But I'm telling you  
2 now that you should get a new lease because come  
3 July 1, there's a new provision. You need a new  
4 lease because, if you don't have revisions in the  
5 lease and we take you to court for it, it's kind  
6 of hard, when I'm looking at it, that's not fair  
7 that I'm saying you did something that's not in  
8 your lease.

9 So you're going to get a new  
10 lease. Once we do the changes, everybody has got  
11 to get a new lease on that particular portion;  
12 okay? Mr. Sanders is right. You should get a  
13 new lease. When you sign it, you should get one.

14 THE RESIDENTS: That's right.

15 MR. PERRY: And we agree. We'll  
16 try to correct that. Now moving on, the next  
17 change --

18 UNIDENTIFIED RESIDENT: Thank you.

19 MR. PERRY: We're through with the

20 lease. That's the only change in this lease for  
21 this year. The next change is dealing with the  
22 pet policy. We do have a pet policy. You have  
23 to pay a pet deposit of about 300 dollars, and  
24 it's a little bit less for a fish. It's about 50

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1 dollars for a fish tank, I believe, or somewhere  
2 along in there. We're going to change -- this is  
3 the change in our pet policy. If in fact you are  
4 an individual and you have a disability, and your  
5 healthcare provider says that because of your  
6 disability you need an assistant animal to help  
7 you with your disability, there is no deposit.

8                   So if your medical -- your medical  
9 provider says that because of your disability  
10 your need an assistant animal, then there is no  
11 fee for your deposit. That's the change; all  
12 right? The next change -- in your grievance  
13 procedure, there is no change.

14                   The Housing Authority -- each year  
15 I tell you this -- has a document call the ACCOP  
16 for short, which governs from the time you move  
17 into public housing and the time you leave public  
18 housing. And this document talks about how to  
19 get a transfer, how you pay your security  
20 deposit. It talks about the grievance procedure,

21 how we terminate, waiting lists, how you get into  
22 public housing. It covers all of that and a lot  
23 of other things.

24 And as you know, each year you get

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1 recertified, as Mr. Sanders pointed out. You go  
2 in and you tell someone or someone comes to you  
3 and you tell them how much income you make, how  
4 many people are in your family. You give them  
5 all your background. That's each year.

6 When you first moved in public  
7 housing, all of you who first moved into  
8 Jefferson Square, if you didn't transfer in from  
9 some other complex, we did what we call a  
10 criminal background check going back three years  
11 when you first moved in. After that, we stopped  
12 doing it. But now the change in the ACCOP is  
13 we're going to add a provision which basically  
14 states that when you get recertified annually, at  
15 that time, we're going to do another criminal  
16 background check. So for your certification  
17 period this year, we'll do a criminal background  
18 check to see if there has been any criminal  
19 activity which will put you out of compliance  
20 with your lease agreement.

21 Now -- so then the next year in

22 2010, you'll have another one done. In 2011,  
23 another one will be done. So that's every year.  
24 Is that clear? Mr. Sanders, is that clear? Does

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19

1 everyone understand that?

2 THE RESIDENTS: Yes.

3 MR. PERRY: Mr. Sanders, yes?

4 MR. SANDERS: Albert Sanders,  
5 Jefferson Square. Regarding transfers, we are  
6 being told if you need to apply for a transfer,  
7 you need a statement from your doctor. This is  
8 neither in the ACCOP and it's not a HUD  
9 regulation, but why are we being told by  
10 management that you need to get a statement from  
11 your doctor? It's not in the ACCOP. It's not a  
12 HUD regulation.

13 MR. PERRY: Mr. Sanders, I will  
14 note your comment, and someone is going to  
15 address that from management. We'll find out  
16 that answer for you; all right? Do you have a --

17 MR. PRICE: My name is William  
18 Price. I just signed a new lease this year.  
19 They didn't mention nothing about no new  
20 background check, not that I have one. But they  
21 didn't --

22 MR. PERRY: Okay. That's the

23 reason why I'm doing it right now.

24 MR. PRICE: But I already signed

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20

1 it.

2 MR. PERRY: No, listen very  
3 carefully because you missed -- now, that  
4 provision is not in your lease agreement. That  
5 provision is in a document called the ACCOP.  
6 However, you will be signing it. There is a form  
7 that you will be signing which says that we're  
8 going to do what I just told you, that we're  
9 going to do the background. It's going to be an  
10 authorization for us to do what I just told you  
11 we're doing; all right?

12 MR. PRICE: They never said  
13 nothing.

14 MR. PERRY: Right, that's because  
15 I'm telling you about it. I'm telling you about  
16 what we plan on doing now. That's why we come  
17 out and tell you what's going to happen; all  
18 right?

19 MR. PRICE: Okay.

20 MR. PERRY: Okay. You were --  
21 now, you should have gotten -- if you're a new  
22 resident though, they --

23 MR. PRICE: I'm not new.

24

MR. PERRY: What now?

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MR. PRICE: I'm not new.

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MR. PERRY: Okay. For new residents, they do the background check because it's normal for new residents. But if you transferred over, they wouldn't have because this is a new policy. And that's why we're telling you now, about what's going to happen.

Now, also -- and it won't be in your lease agreement, but you'll sign it. It will be a separate sheet of paper you'll sign when you get recertified that tells you that we're going to do the background check annually.

The second thing I'm going to tell you is that we have an agreement with the Memphis Police Department that they will provide us with arrest records. So that's a daily thing for all public housing residents, they will provide us with arrest records, so we'll have that if you get arrested. Now, we're only going to deal with things that violate the lease agreement.

If you get arrested for not paying child support, that's something you should do, but it has nothing to do with your lease. So we're not going to deal with that. So it's only

1 things that violate your lease agreement,  
2 obligations up under your lease. Are we clear on  
3 that?

4 THE RESIDENTS: Yeah.

5 MR. PERRY: I just wanted you to  
6 understand that.

7 THE RESIDENTS: Yeah.

8 MR. PERRY: I think that that's  
9 all the major changes that I have, and I guess  
10 the next thing I want to talk about -- I'm taking  
11 it out of sequence since we don't have -- out of  
12 sequence -- Mr. Sanders, do you have your hand up  
13 again.

14 MR. SANDERS: (Nods head.)

15 MR. PERRY: Yes, sir?

16 MR. SANDERS: This is part of the  
17 lease. I need to ask about the revisions. When  
18 these residents are supposed to be evicted, I  
19 want to know who is overturning those evictions  
20 since we don't have an eviction committee? And  
21 they're still living with us. I just want to  
22 know.

23 There is no eviction committee  
24 over at 700 Adams anymore. So when the managers

1 file for these evictions, someone is overturning  
2 those evictions. I want to know why, because  
3 that's not what the strike one policy says. It  
4 says you must go.

5 MR. PERRY: All right.

6 Mr. Sanders, I'll -- I'll take --

7 MR. SANDERS: You're a lawyer.

8 You should know this.

9 MR. PERRY: Let me say this. Let  
10 me -- I don't have it in front of me, but let me  
11 tell you what it does say. I'm almost sure of  
12 this. It says that whenever there is a violation  
13 that we will look at it on a case by case basis  
14 and take some action. It says you'll look at it  
15 on a case by case basis and assume the  
16 circumstances and all the factors involved. Now  
17 I guarantee if you read that, that's what that  
18 policy says. Does anyone have the policy with  
19 them? I wish I had a copy of the policy. I  
20 don't have it with me, but that's what it says.

21 MR. SANDERS: Mr. Perry, I beg to  
22 differ. A strike one is a strike one, and  
23 President Clinton put this in effect. If it's a  
24 strike one, you cannot stay in public housing.

1 You must be evicted.

2 MR. PERRY: I'm going --

3 MR. SANDERS: I told you this last  
4 year, and I'm telling you again.

5 MR. PERRY: Okay. I --

6 MR. SANDERS: They do not have a  
7 strike one policy.

8 MR. PERRY: We do have a one  
9 strike policy.

10 MR. SANDERS: You're not --

11 MR. PERRY: Okay. And I'm going  
12 to ask each one of you to do -- I'm going to  
13 provide each one of you with a copy of the one  
14 strike policy and let you read it for yourself.  
15 Then you'll understand the one strike policy. We  
16 do have one.

17 And -- but I don't know who,  
18 Mr. Sanders. Personally I don't know who is  
19 doing that, Mr. Sanders. We'll have to find that  
20 out for you too, and I'll make sure I provide  
21 each one of you with a copy of the one strike  
22 policy. Maybe we need to post it where everyone  
23 can read it. Yes, ma'am?

24 MS. SMITH: My name is Pat Smith.

1 We have that policy. I think what he's saying is  
2 it's not being enforced.

3 MS. CLARK: Right, right.

4 MS. SMITH: We have -- I keep  
5 everything y'all send out. It's just not being  
6 enforced.

7 MR. PERRY: What I want you to do  
8 though, each one of you, is to have the policy,  
9 to read the policy very carefully as to what it  
10 says. I wish I had -- maybe this is a separate  
11 meeting. I'll come over and bring the policy.

12 MS. SMITH: It did say case by  
13 case.

14 MR. PERRY: It did say that.

15 MS. SMITH: Yeah, it does say  
16 that.

17 MR. PERRY: Okay. Well, we'll --

18 MS. SMITH: But still it's not  
19 being enforced.

20 MR. PERRY: Okay. This is what  
21 case by case means then -- let me tell you what  
22 case by case means.

23 MS. SMITH: Every situation is the  
24 same here.

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1 MR. PERRY: Every situation is the

2 same here?

3 MS. SMITH: Yes, it is, because  
4 everybody gets by.

5 MR. PERRY: Okay. You think  
6 everybody gets by?

7 MS. SMITH: I know they get by.  
8 They just get by. I mean, you know, they send it  
9 out all the time, but it's never enforced. So I  
10 just wondered --

11 MR. PERRY: Okay. Well, we'll --

12 MS. SMITH: Case by case, case by  
13 case and they still -- like he said, they're  
14 still here.

15 MR. PERRY: All right. All I can  
16 say is that some people leave. Some people do,  
17 in fact, leave. Unfortunately, some people do.

18 MS. SMITH: They put them out for  
19 rent, but the behavior is still --

20 MR. PERRY: Okay, okay.

21 MS. SMITH: That's what they  
22 enforce, not paying rent. But the behavior is  
23 still the same.

24 MR. PERRY: Okay, okay. Well, as

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1 long -- I guess we'll say if, in fact, you  
2 violate it -- don't do it -- because you will end

3 up in some trouble; okay?

4 MS. SMITH: No.

5 MR. PERRY: Yes, ma'am?

6 MS. REED: Earline Reed. The  
7 question was once the background check is done  
8 and the resident is noncompliant, is this a 3 day  
9 or a 30 day lease termination?

10 MR. PERRY: That's a good  
11 question, and it depends. And I can give you an  
12 example. If we do -- and I'm just saying it --  
13 I'm not saying -- on the first background check,  
14 you're not going to get into public housing if  
15 there's a violation of the regulations set out in  
16 the statute. Now, we're saying that after we do  
17 the check and something comes up -- and I'm going  
18 to give you an example.

19 Let's say, for instance, we get an  
20 arrest report or do the background check and find  
21 out that you were arrested for selling crack  
22 cocaine or marijuana. And more than arrested,  
23 there is some proof that you were, in fact, doing  
24 it because an arrest doesn't mean you did

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1 anything. It just means you're arrested, but  
2 let's say the facts and the circumstances are  
3 that you did do it or that we can prove you did

4 it. Then that would be a 3 day termination. It  
5 should be a 3 day termination.

6 Let's say that you were  
7 intoxicated and you got arrested for public  
8 drunkenness outside, and we found somebody  
9 outside the building here on our premises, then  
10 that would probably be a 30 day because you're  
11 not -- the 3 day is where you're really harming  
12 someone or it's criminal activity and so forth.  
13 That's when the 3 days is going to be  
14 appropriate. Somebody in here acting silly, then  
15 that's going to be probably 30 days. Does that  
16 answer it?

17 MS. REED: Yes.

18 MR. PERRY: That's the way it  
19 should work in a perfect world. Yes,  
20 Mr. Sanders?

21 MR. SANDERS: Mr. Perry, I have --  
22 we are being told by management that they need a  
23 police report on what's happening in the  
24 building. This is not in the ACCOP, and it's not

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1 a HUD regulation. And they shouldn't be telling  
2 these residents that. There is nowhere that you  
3 can find as part of the ACCOP, nor the HUD  
4 regulations, that the managers need a police

5 report before they do anything.

6                   When the Memphis Police Department  
7 comes here, they don't want to come. They don't  
8 do anything but talk to people. If they arrest  
9 them and take them out, nobody can find a record  
10 of anything. And we're sick of that.

11                   MR. PERRY: Okay. Well, this is  
12 what -- the reason why the manager says that --  
13 and this is not really --

14                   MR. SANDERS: It's not true.

15                   MR. PERRY: Okay. Let me say  
16 this. The reason why the manager says that is  
17 because, if you take some action against someone,  
18 they're going to have to take them to court. And  
19 that's a very difficult thing. Court is not  
20 easy. In our great country, we have what we call  
21 due process. You're innocent until proven  
22 guilty.

23                   And they have certain things. "I  
24 said, he said" doesn't cut it. You have to have

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1 someone say, "I saw him do X, Y and Z." And the  
2 reason why the manager needs a police report is  
3 because in most instances you're not going to say  
4 you saw someone do X, Y and Z. It's just not  
5 going to happen. Even if you -- if he's there,

6 an eye witness is not going to come down to court  
7 and say, "They did X, Y and Z."

8                   So she's trying to get -- your  
9 manager is trying to get the police report based  
10 upon that. Now, if everybody who saw it came and  
11 said, "I saw it happen," it would be a different  
12 set of circumstances. Most of the time, that  
13 doesn't happen. On very few occasions are the  
14 residents coming down and saying, "This person  
15 was doing this."

16                   This has very little to do with  
17 the annual plan, so let me say this. We're  
18 getting away from the annual plan and getting  
19 more on lease violations and so forth, and I'm  
20 going to try to like -- just to move away. And  
21 maybe -- I'll be glad to have a session with you  
22 on lease violations and one strike and so forth,  
23 but let's move away from that and get back on the  
24 annual plan because the staff wants to present

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1 the annual plan to you. And I'll come over at  
2 your invitation and talk about lease violations  
3 and so forth; all right? Is that fair enough?

4                   THE RESIDENTS: Uh-huh.

5                   MR. PERRY: Okay. We can set a  
6 date today as far as I'm concerned. But let's

7 get back to the annual plan. I'm just telling  
8 you those things that are in your plan. And  
9 that's -- you can comment on the annual.

10 MS. CLARK: That's all right. I'm  
11 patient.

12 MS. KING: I have a question about  
13 the annual --

14 MR. PERRY: Yes, ma'am?

15 MS. KING: Is there anything in  
16 the annual plan about our security?

17 MR. PERRY: I was going to cover  
18 that. Give us your name.

19 MS. KING: If you read that, it  
20 says --

21 MR. PERRY: Your name?

22 MS. KING: My name is Georgia  
23 King. I'm a resident of Jefferson Square.

24 MR. PERRY: All right.

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1 MS. KING: And I heard you mention  
2 when you first started reading off what the --  
3 you know, about our safety here and everything.

4 MR. PERRY: Okay. I'm going to  
5 cover -- the person that does security is not  
6 here. I'm going to cover security real quick.  
7 Listen to me very carefully. This is what is in

8 the plan for this particular building. The first  
9 seven days --

10 MS. KING: No, that ain't good  
11 enough.

12 MR. PERRY: -- of the month, we're  
13 going to provide security. It's -- that's going  
14 to be actual physical security out at the front  
15 desk.

16 UNIDENTIFIED RESIDENT: And the  
17 rest of the month, we're on our own.

18 MR. PERRY: And the rest of the  
19 month, we'll try -- we're going to do monitoring.  
20 I think some people are going to come by and  
21 check, and we're going to also have TV's and so  
22 forth. That is what's in the plan for security.

23 Now, all of you, I guess, can make  
24 this comment, but all of you say, "We want

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1 more" -- and let me just note, for the record, I  
2 think that's what you want. And we can cut right  
3 to the chase. I think you want more security in  
4 the high-rises. Is that it?

5 THE RESIDENTS: Yes.

6 MR. PERRY: All right.

7 MS. KING: Let me tell you the  
8 reason because you're singing to the choir right

9 now. I get very irritated when you all come over  
10 here and talk about everything else, and you've  
11 got senior citizens -- some of those people in  
12 their seventies and eighties -- pushing their  
13 dressers up to the door at night because they're  
14 scared somebody is going to break in on them.

15 I came in here one night and some  
16 stranger was sitting back there. And he was back  
17 there peeping at me, and I played like I didn't  
18 see him. People are going down in the basement  
19 and taking their clothes off, robbing and  
20 everything else. That is not right.

21 THE RESIDENTS: (Numerous  
22 residents talking at once.)

23 MS. CLARK: And there's still a  
24 camera in the --

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1 MS. KING: That is not right.

2 THE RESIDENTS: (Numerous  
3 residents talking at once.)

4 MR. PERRY: Okay. Now, let me  
5 tell you this. She's not taking anything down  
6 you're saying because everybody is talking at the  
7 same time.

8 MS. KING: I want you all to hear  
9 me clear.

10 MR. PERRY: Well, nobody is going  
11 to hear you though if you talk --

12 MS. KING: That is not going to  
13 work. That's mistreatment. You're failing to  
14 accommodate people with disabilities.

15 MR. PERRY: Okay.

16 MS. KING: We need it 24 hours a  
17 day because do you know what they're out in the  
18 neighborhood saying? "All you've got to do, man,  
19 is stay away the seven days they're down there  
20 and go back." And they do the same junk all over  
21 again. They've been shooting up in here. People  
22 have gotten shot, have gotten stabbed.

23 I -- the police report, you've got  
24 people in here that's in domestic violence.

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1 What's that supposed to be? They're beating them  
2 up, and there ain't but two in the room. You  
3 ain't got no proof. Then the police can't have  
4 no police report.

5 MR. PERRY: Okay. Is there  
6 anything?

7 MS. KING: We need it.

8 MR. PERRY: I understand all  
9 your --

10 THE RESIDENTS: (Numerous

11 residents talking at once.)

12 MS. KING: Y'all got -- over  
13 there -- and we go across the street --

14 MR. PERRY: Let me tell you this.

15 MS. KING: -- y'all got police  
16 over there plus a monitor you have to go through,  
17 and we don't have nothing.

18 MR. PERRY: You want security.

19 THE RESIDENTS: Yes.

20 MR. PERRY: You want 24 hour  
21 security in all the high-rises. All of the  
22 high-rises. All right. Now is that it on  
23 security? Those are your comments. I told you  
24 what's in the plan for right now, and we'll

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1 consider your comments. Yes, ma'am?

2 MS. CLARK: My name is Carol  
3 Clark. I live here. I know that we have cameras  
4 in the hallway down in the basement area, but  
5 that's just the hallway. You can get somebody  
6 who doesn't live here that people let in who  
7 don't live here. They get down in that laundry  
8 room, and it's -- you can't do your laundry  
9 because you get scared. And then on top of that,  
10 they take up all the time doing their laundry.  
11 And they don't live here and that's not --

12 MR. PERRY: Okay. Now --  
13 MS. CLARK: -- fair. And then,  
14 you know, you say, "Well, the cameras in the  
15 hallway will catch them as they go into the  
16 laundry room area." That's not good enough  
17 because you -- it's going to be my word against a  
18 rapist's word on what went on. I need a camera  
19 in there showing that that rapist did rape me.

20 MR. PERRY: Okay. You want more  
21 cameras and so forth. Is that correct?

22 MS. CLARK: In the laundry room.

23 MR. PERRY: More cameras all the  
24 way around, all right. Yes, sir? Is it on

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1 security? I think we've got -- any more comments  
2 on security? Is it on security? Is there  
3 anything different that you need? Is it -- 24  
4 hour security is covered.

5 MR. EVERETT: It's about the  
6 camera.

7 MR. PERRY: What about the  
8 cameras?

9 MR. EVERETT: My name is James  
10 Everett. I just wanted to know do the cameras in  
11 the hallways work?

12 MR. PERRY: I'll find out for you.

13 THE RESIDENTS: They don't work.

14 MR. SANDERS: There is no camera  
15 on one east. There's no camera there. The  
16 elevators --

17 MR. PERRY: Now, Mr. Sanders --  
18 Mr. Sanders? Mr. Sanders, let me say this right  
19 here.

20 MR. SANDERS: You don't need --

21 MR. PERRY: You said you need more  
22 cameras. If it's something different --

23 MR. SANDERS: We don't have -- so,  
24 you know, this young lady is talking about going

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1 to wash clothes. We all wash in the basement.  
2 When you get off the elevator and open that door,  
3 there's no cameras down that long hallway. And  
4 there's nothing in that laundry room.

5 And we talked about this two years  
6 ago. They come over here and review these things  
7 and remodel them. They don't give us nothing.  
8 And then when you go -- any incident that happens  
9 here, they can't show -- listen, Mr. Perry. They  
10 cannot run anything back because the cameras do  
11 not work.

12 MR. PERRY: Okay. Mr. Sanders,  
13 you give us a list of where all you think the

14 cameras need to be. All of you, write --

15 MR. SANDERS: That's the problem.

16 MR. PERRY: I'm asking you right

17 now --

18 MR. SANDERS: We don't have --

19 MR. PERRY: -- give us a list of

20 where you think you need cameras. Am I asking

21 you that now?

22 THE RESIDENTS: Yes, yes.

23 MR. PERRY: Okay. Write that

24 down.

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1 MR. SANDERS: You're asking. What  
2 about management?

3 MR. PERRY: I'm asking you to  
4 write that down. We're going to attach it to  
5 this document right here, and management and  
6 everyone in the world will see it.

7 THE RESIDENTS: The world?

8 MR. PERRY: Right. The world.  
9 This document will be posted on the internet, so  
10 anyone in the world who has access to the  
11 internet can pull it up on HUD's --

12 UNIDENTIFIED RESIDENT: Obama?

13 MR. PERRY: Obama too, because  
14 it's going to be posted on the internet. That's

15 why we come here with this court reporter. We  
16 consider everything that you want us to consider.  
17 But you have to understand that there's also a  
18 thing called -- which I think everyone faces --

19 MS. CLARK: The budget.

20 MR. PERRY: Right, the budget. I  
21 think Obama is facing that too. That's one of  
22 the problems we have. That's all I have. Next  
23 is Ms. Partee -- oh, Ms. Partee is not here.  
24 Mr. Webb is going to come. The asset manager is

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1 going to come. All of your maintenance problems,  
2 he's going to have somebody afterwards to take  
3 those.

4 MR. WEBB: Thank you, Mr. Perry.  
5 Good afternoon, everyone.

6 THE RESIDENTS: Good afternoon.

7 MR. WEBB: Now, I'm not going to  
8 stand before you long because I don't have a  
9 portion on the annual plan. Excuse me?

10 UNIDENTIFIED RESIDENT: We know  
11 you ain't got long.

12 MR. WEBB: Thank you. Let me make  
13 one or two comments if I can for some of the  
14 discussion on the laundry room, cameras and  
15 things of that nature. The person that's over

16 the security department is currently out of town.  
17 I've been meeting with our foreman here after the  
18 incident that occurred down in the laundry room  
19 with respect to the damage to the dryers and  
20 washers.

21 One of the things that we're going  
22 to look at doing is kind of similar to what we  
23 have out front with the access card to the front  
24 door. We're going to try to see if we can set

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1 something up for the laundry room also, you know,  
2 with the hopes that will kind of help at least  
3 minimize some of the issues that you all have.  
4 Certainly knowing that it's not going to be  
5 foolproof, but there again we're trying to do  
6 what we can to assist in that area.

7 In addition to that, we are going  
8 to also look at putting some cameras down in that  
9 hallway or corridor as well. So I did want to  
10 address that portion of what you all were talking  
11 about with respect to that. Yes, sir?

12 MR. HUGHES: Bernard Hughes. What  
13 good is the access cards when people are still  
14 letting people in the building and propping doors  
15 open and stuff so they won't close? What good  
16 will cards be?

17                               MR. WEBB: Now, that's something  
18 that I can't answer because I'm in agreement with  
19 you. What good is it if we're allowing people  
20 who shouldn't be in the building to gain access,  
21 so that's something that I think each of you all  
22 need to examine amongst yourselves. When you say  
23 you want the building to be secure, look in the  
24 mirror and ask yourself, "What I am doing to

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1 better make, you know, the building secure?"

2                               So if your fellow residents see  
3 you running around intoxicated, on drugs or just  
4 doing all kinds of wild lifestyle and living and  
5 allowing people to come in and out, then you  
6 really don't have grounds to say you want to be  
7 protected or you want to be secure, because it  
8 starts with you as an individual.

9                               MR. HUGHES: Going back to what I  
10 was saying before, sir, you know the last time  
11 you had the meeting you were talking about people  
12 letting people in. Y'all said that y'all had  
13 someone on film letting somebody in about 60  
14 something times, and they're still doing it. And  
15 ain't nothing been done about it. So you say you  
16 had it on film, a resident letting people in and  
17 out of the building and nothing has been done

18 about it because they're still doing it.

19 MR. WEBB: Okay.

20 MS. KING: Mr. Webb, can I say  
21 this? You have mentally ill people in here, and  
22 nobody is going to -- there was a mentally ill  
23 lady out there the other day. One lady came  
24 around, and she told me, "Don't let her in.

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1 Don't let her in. She tried to do the same thing  
2 with me last night." Okay. I used to help take  
3 care of 16 people a day that were mentally ill.  
4 You can't say anything to these people. You  
5 don't know what they've got in their pockets.  
6 Sometimes they are mentally ill. You say  
7 everybody should look out for each other, but a  
8 uniform makes a statement. I don't care what --

9 MR. WEBB: We agree.

10 MS. KING: -- anybody says. When  
11 you get to a certain age and move in a place like  
12 this, you want comfort and peace, not to be  
13 trying to look over your back every few minutes  
14 or sleep each night, you know, with one eye open  
15 or one eye closed. And like Mr. Sanders said,  
16 we're down there in the corner, and me and my  
17 group are down there. And we were steadily  
18 watching each other down in there --

19 MR. WEBB: Yeah.

20 MS. KING: -- because there's no  
21 cameras. If you've got an officer here making a  
22 statement and walking the floors seven days, I  
23 mean, that's -- that's some, but that's not  
24 enough.

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1 MR. WEBB: Okay. Let me get this  
2 lady first.

3 MS. CLARK: I'm Carol Clark. I  
4 live here. I'm going back to the same thing.  
5 The cameras in the hallway in the basement area  
6 are good, yes. I see that's good, yes. But what  
7 I'm thinking about is I'm in that laundry room  
8 and some man acts up against me -- you know,  
9 getting in my personal space --

10 MR. WEBB: Right.

11 MS. CLARK: -- and for all I know,  
12 I might get raped. Then they're going to know on  
13 the camera in the hallway that I was in the  
14 laundry room and he was in the laundry room. But  
15 it won't prove that he actually was the  
16 instigator. It'll just be my story against his,  
17 and I will have been raped for nothing, you know.  
18 I need a camera in that laundry room.

19 MR. WEBB: Okay. Mr. Sanders? If

20 you all don't mind, where security is concerned,  
21 we'll allow this to be the last question because  
22 we do have other presenters for the annual plan  
23 meeting. Go ahead, Mr. Sanders.

24 MR. SANDERS: I know this building

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1 is supposed to accommodate 200 residents. I  
2 don't know what our current status is, but we  
3 only have 52 seniors here. And my concern is for  
4 them. And we've had three incidents that  
5 happened over here that are strike ones. And  
6 these people should -- it's like what you're  
7 saying. They've got more concern about a washing  
8 machine that was tampered with and stolen out of  
9 the basement than the safety of the elderly  
10 people.

11 MR. WEBB: Well, no, that's not  
12 what I said. I didn't say that.

13 MR. SANDERS: That is what I'm  
14 saying. These three accidents happened before  
15 this washing machine stuff.

16 MR. WEBB: Right.

17 MR. SANDERS: Nobody came over  
18 here to talk to us about anything. Nobody  
19 explained to us about anything. Yet we've got to  
20 look at the face of these folks everyday they are

21 here, and that's what I told Mr. Perry. There is  
22 no one strike policy in the Memphis Housing  
23 Authority. I'm going to say it until I'm black  
24 and blue in the face, because you don't -- and

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1 what is the lease to us? There is no need to  
2 sign a lease because -- guess what -- the  
3 administration is not doing anything that they're  
4 supposed to do. Nothing. These people need some  
5 kind of safe place to live over here.

6 MR. WEBB: Okay. All right.

7 MR. SANDERS: I know they're  
8 opening the door. You told us last time  
9 something was going to be done about them opening  
10 these doors, and nothing is being done.

11 MR. WEBB: Duly noted. And I'm  
12 going to make this the last comment and pass it  
13 on to the other presenter. Going back to, I  
14 guess, several of your concerns in regard to  
15 nothing being done where lease cancellations are  
16 concerned, we're going to be starting tomorrow  
17 actually -- and it's not because I'm standing  
18 here, but it's been something that's planned.

19 But we're going to be working  
20 closely with the people in the legal department,  
21 Mr. Sanders, to identify those who are given 30

22 day lease cancellations as well as one strike  
23 cancellation. And we're going to work with the  
24 legal department to make sure that, you know,

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1 those persons are pushed through the court  
2 systems and are evicted if -- you know, should  
3 that be the case where the courts are concerned.  
4 So we are looking to try to get some improvement  
5 in the area of our legal department. So that  
6 being my last question, I'll now pass it on to  
7 Mike Swindle with Capital Improvement.

8 MS. CLARK: Thank you.

9 MR. SWINDLE: Thanks, William. My  
10 name is Mike Swindle. I'm with Capital  
11 Improvements, and Capital Improvement -- what we  
12 do is most of those things that are just beyond  
13 or a little bit beyond the ordinary or routine  
14 maintenance. For this building, I think last  
15 year we put a new roof on, so we do stuff like  
16 that. We also do demolition work, and we do  
17 project management of new facilities, the new  
18 buildings, the new sites and that kind of stuff.

19 So what I would like to do is give  
20 you an overview for what we have for the near  
21 future and also for the five year plan and also  
22 for the long-term for the existing MHA facilities

23 and properties. For this particular property, we  
24 don't have anything now in the five year plan

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1 going forward as far as capital improvements.

2 That's not to say we can't put something in.

3 I hear you talking about cameras  
4 and that kind of stuff, so I'll get with William  
5 and we'll talk more about putting in cameras and  
6 some other issues that you have. We'll just pass  
7 those on to the manager, and we'll take a look at  
8 those and sure -- we'll cover what we can, you  
9 know.

10 We're also looking at -- when you  
11 look at, you know, finances and look at the  
12 funding, at the Housing Authority, we have to try  
13 to look and see what's feasible and what's not  
14 feasible. You know, cameras, I can see where  
15 there's a definite need, so we need to talk about  
16 that some more.

17 And for the other developments, if  
18 you look at the high-rises first, for Venson,  
19 we're looking at putting on a new roof and also  
20 for Borda. Also going back to Venson, also we've  
21 been having an issue with the drainage on the  
22 bottom floor where it overflows at times. So  
23 we're going to look at going in and pulling out

24 that obstruction and fixing that problem. Let me

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1 see. For Barry, we don't have anything planned.  
2 We might have some things coming up because we  
3 have some issues over there at Barry.

4 Now, for the low-rises, for  
5 Cleaborn, we're looking at doing some unit  
6 repairs. At Cleaborn, we have possibly more than  
7 40 heavily damaged units and a few fire damaged  
8 units, so in the short-term, we can -- you know,  
9 within the next six months, we're looking at  
10 going in and doing these unit repairs and putting  
11 those units back in service. It's the same thing  
12 at Foote. We've got about three units over there  
13 that need repairs and also we've got a fire  
14 damaged unit. We also have some roofs that need  
15 to be replaced.

16 UNIDENTIFIED RESIDENT: We're  
17 talking about over here though.

18 MR. WEBB: Well, I'm just going  
19 over everything. I'm going to come back to here,  
20 but I've got to give you everything. So let me  
21 talk about here then. We're coming back to here.  
22 In the long-term, we are talking about the four  
23 high-rises: This one, Barry, Borda and Venson,  
24 and the two low-rises, Foote and Cleaborn. Now

1 Montgomery, we're not going to talk about that  
2 one right now because that's one we're going to  
3 consider for the long-term keeping that one.

4                   For the other two low-rises and  
5 the four high-rises, we're looking at a program  
6 called Triangle NOIR. What Triangle NOIR  
7 includes is the demolition of Foote and Cleaborn  
8 and rebuilding high-rises -- well, I shouldn't  
9 say high-rises -- low-rises for the seniors and  
10 also building some multifamily structures and  
11 also some single family mixed with some retail  
12 commercial.

13                   And for these high-rises, they are  
14 obsolete. We're looking at the possibility of  
15 selling these, selling the high-rises. And  
16 that's a long-term plan now. We're not talking  
17 about something that's going to happen around the  
18 corner, so we'll be back to talk about this a lot  
19 more. I'm just giving you just a quick summary  
20 right now, just a quick overview. We may be  
21 talking about five or something years down the  
22 road. We've got to gather up some money first  
23 before we can do anything. So I'm just giving  
24 you a quick overview of what we've got in the

1 plan, a concept plan; all right?

2 MS. KING: Can I ask a question?

3 MR. WEBB: Yes, ma'am.

4 MS. KING: I've seen in the past  
5 when they move the people from where they were  
6 originally, and they can't get back home. Now  
7 they're out in the community piled up like 20 in  
8 2 houses somewhere. So when I hear you say we're  
9 going to -- you know, this might be sold, where  
10 are we supposed to be going to?

11 MS. CLARK: Yeah.

12 MR. SWINDLE: Now, when I say  
13 sold, what I'm thinking we're going to do first  
14 is rebuilt the Cleaborn site first, and we're  
15 going to build high-rises at that site for the  
16 seniors. Now, we're going to build some  
17 low-rises also -- I'm sorry. Let me back up  
18 again. I keep saying high-rises. I should have  
19 said low-rises. We're not building more  
20 high-rises. In high-rises, we're talking about  
21 four stories and above. Mostly now we're  
22 building three stories, and that's it.

23 So we're going to build some  
24 low-rises for the seniors and some multifamily

1 and some single families. Now the qualifications  
2 for -- you know, I guess talking about people  
3 under that age, they can't move in the senior  
4 buildings. I don't know what those  
5 qualifications are. So I can't answer your  
6 question on that.

7                   When we do the demolition, most  
8 likely what will happen, the project will  
9 probably turn over to something like a HOPE VI.  
10 That's the way it's been going in the past. It  
11 usually turns into something like a HOPE VI  
12 project where they revitalize the whole area.  
13 And those -- whatever requirements are for that  
14 site as a HOPE VI, that's what we'll follow. I  
15 don't know what the requirements are.

16                   MR. FORD: What you said on the  
17 age if you can't get in the -- you won't be  
18 relocated --

19                   MS. TAYLOR: State your name,  
20 please. We need your name, please.

21                   MR. FORD: Arthur Ford.

22                   MS. TAYLOR: Ford.

23                   MR. FORD: What I was saying is  
24 the people that's not qualified to get into

1 senior -- isn't -- that's younger than that age,  
2 will they be relocated or just got to get out for  
3 themselves?

4 MS. CLARK: Yeah.

5 MR. SWINDLE: I'm not sure what  
6 the rules will be at that time. I'm just saying  
7 further down the road five years or so, it's  
8 maybe something we'll be looking at. Now  
9 Ms. Phillips will be coming up next, and she can  
10 tell you what the rules are for the HOPE VI.  
11 Now, I don't know if those rules will still be in  
12 place or not at that time, but she can give more  
13 of an overview than I can. If I tell you  
14 something, I won't be telling the truth anyway  
15 because I don't know.

16 MS. CLARK: All right. Thank you.

17 MR. SWINDLE: Yes, sir?

18 MR. EVERETT: My name is James  
19 Everett. I understand what you said about the  
20 next person coming is going to be able to answer  
21 the question. But I'm not a senior citizen. I'm  
22 not a senior, so I'm curious are you saying we  
23 should try to plan in the next five years of  
24 getting a place outside of Memphis Housing or

1 what?

2 MR. SWINDLE: No. What I'm saying  
3 is that there is a plan, a concept plan, in place  
4 now to sell the high-rises and demolish two  
5 low-rises because they're obsolete buildings, and  
6 we're not going to invest a lot of money in  
7 buildings that are obsolete. As far as I'm --  
8 what I'm saying is that most likely when we go  
9 back to the revitalization of those areas, it  
10 will probably fall into something like a HOPE VI  
11 or whatever will be considered HOPE VI at that  
12 time.

13 As far as the regulations, what  
14 the requirements are to move into those  
15 facilities, I don't know. I'm saying now  
16 Ms. Phillips -- she can tell you the  
17 qualifications now for HOPE VI. But if those  
18 requirements still stand, say, five or six years  
19 from now, I don't know. I'm just saying what our  
20 plans are with Triangle NOIR. Yes, ma'am?

21 MS. CLARK: Carole Clark. What is  
22 a HOPE VI? I don't even know what that is.

23 MR. SWINDLE: Okay. Let me let  
24 Ms. Phillips -- when she comes up, she can tell

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1 you exactly what the HOPE VI is all about.

2 MS. CLARK: All right. Sorry.

3 MR. SWINDLE: Well, let me tell  
4 you about Montgomery Plaza. Montgomery Plaza is  
5 a viable site, so we invested some funds into  
6 Montgomery Plaza this past -- well, right now,  
7 currently we are investing funds in Montgomery  
8 Plaza. We did some site improvements and also  
9 some unit repairs as far as doors and windows.  
10 And in the next plan year, we may be investing  
11 some more funds in that particular development  
12 until we decide to, you know --

13 MS. KING: Which one is Montgomery  
14 Plaza? Where is that?

15 MR. SWINDLE: The one down by the  
16 Ford Funeral Home off of Parkway. Any more  
17 questions for me? Thank you.

18 THE RESIDENTS: Thank you.

19 MS. PHILLIPS: Thank you. Good  
20 afternoon.

21 THE RESIDENTS: Good afternoon.

22 MS. PHILLIPS: I'm Luretha  
23 Phillips, and I'm part of the HOPE VI  
24 redevelopment team. What the HOPE VI is -- the

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1 HOPE VI was started in 1992. We've received 122  
2 million -- above 122 million dollars so far to

3    redevelop four public housing sites.  Our first  
4    was College Park.  Second was Hurt Village, which  
5    is now Uptown.  The third was University Place,  
6    which is the old Lamar Terrace, and then our  
7    fourth one that we're currently working on is  
8    Legends Park.  Legends Park was formerly Dixie  
9    Homes.

10                    So we demolished the old sites  
11    after we received a HUD grant, and then we  
12    redeveloped mixed income housing.  And where we  
13    have public housing families living with what we  
14    consider affordable housing units and market rate  
15    units all on the same site.

16                    MS. CLARK:  You said Hurt, Legends  
17    and what?

18                    MS. PHILLIPS:  Legends Park,  
19    College Park, University Place and Uptown.

20                    MS. CLARK:  And Uptown is, like,  
21    downtown?

22                    MS. PHILLIPS:  Uptown is downtown  
23    in the North Memphis area, Danny Thomas.

24                    MS. CLARK:  And University, would

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1    that be the University of Memphis?

2                    MS. PHILLIPS:  That's -- no, it's  
3    at the interstate.  It's I-240 and Crump.

4 UNIDENTIFIED RESIDENT: Lamar.

5 MS. PHILLIPS: Lamar. Thank you.

6 MS. CLARK: Thank you.

7 MS. KING: Can I ask a question  
8 real quick?

9 MS. PHILLIPS: Yes, ma'am. Give  
10 your name.

11 MS. KING: Why can't the senior  
12 citizens have our own community? I mean, the  
13 places that they're building now, they're like  
14 little mini projects. So you've got a family on  
15 this side and a family on this side. Once all  
16 those children are out there, what I'm saying now  
17 as far as security, they don't have some tight  
18 security down there, and you've got senior  
19 citizen sitting right in the middle, you know.  
20 I'm really concerned about that, and most senior  
21 citizens have their own area.

22 MS. PHILLIPS: Are you speaking of  
23 a certain site in particular, Ms. King?

24 MS. KING: No, I'm just talking

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1 about having a place where if senior citizens --  
2 if they want to live in a house or if they want  
3 to live in a two or three story place, it's our  
4 own area on one piece of property, rather than

5 being mixed all up.

6 MS. PHILLIPS: Okay. Actually we  
7 do have that concept. What we -- the locations,  
8 the HOPE VI location where we do have senior  
9 high-rise or low-rise buildings, it's a maximum  
10 of three to four stories. We do have, for  
11 example, University Place. There is a senior  
12 building with seniors 62 and above, and those  
13 seniors may also be disabled.

14 Now, they're located in the  
15 building. Sometimes seniors do not choose to  
16 live in a senior population sometimes, and we  
17 have that at College Park where we have seniors  
18 living out on the property with what we call the  
19 family units. And there are seniors, you know --  
20 when we went through quite a bit of study with  
21 this and in dealing with different developers, we  
22 found that seniors -- most seniors prefer senior  
23 only facilities.

24 And it's not that you're housing

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1 them or putting them over here for their peaceful  
2 enjoyment and quality of life. They prefer to be  
3 in senior only populations, so that's what we  
4 build, you know, in answer to -- a response to  
5 that need. And if you choose to live out on the

6 property, then you have that option. If you want  
7 to stay in College Park, for example, you may  
8 choose to live in one of the multifamily units.

9           If you want to live with the other  
10 seniors and, you know, congregate with them, then  
11 you have the option of living in that building.  
12 But that's what we have, and that's the concept  
13 that we tried to go with in the HOPE VI projects.  
14 At the Uptown site, it was never anticipated that  
15 we would build a senior facility. But because of  
16 budget cuts -- and we had to go through a process  
17 of replanning -- we decided to -- on the land  
18 that we had assembled -- and the developer of  
19 course -- it was decided to locate and to build  
20 Magnolia Terrace. And that's at 669 Third  
21 Street. So that property is free standing. It's  
22 a senior only facility, and then what's around it  
23 is some public housing and market rate units.

24           Let me get back to the

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1 presentation. The primary goal of the HOPE VI  
2 that we intend to address in this plan year is to  
3 improve the living conditions of public housing  
4 families. We do that through the construction of  
5 more decent, safe, affordable housing for public  
6 housing families, market rate families and -- but

7 provide more decent, safe and sanitary housing  
8 for the mixed populations. We also intend to  
9 continue to enhance the quality of life for our  
10 seniors. We do that in many ways. But through  
11 the HOPE VI development effort, we build senior  
12 only facilities.

13 HUD allows us to designate those  
14 buildings, because they're new construction, as  
15 senior only facilities for ages 62 and above. We  
16 have four approved senior housing facilities  
17 currently. We're looking at the feasibility of  
18 building one more, and that will be at Legends  
19 Park. We have to go through a process of  
20 determining whether or not that's financially  
21 feasible for us to do and that we have the  
22 population that could actually go into those  
23 facilities.

24 To increase job opportunities for

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1 working families at our HOPE VI sites and to help  
2 work bound families with their self-sufficiency  
3 goals, we have a self sufficiency program that  
4 Ms. Partee manages, and that's for those families  
5 that are working on being economically  
6 self-sufficient.

7 To increase home ownership

8 opportunities for our families whose goals -- one  
9 of their goals may be home ownership, we have  
10 four home ownership programs -- three. One has  
11 been put on hold because of budget cuts, and  
12 that's the one at University Place. We do have  
13 College Park. We sold out all 70 of those homes  
14 in a matter of 3 or 4 months.

15                   We have McKinley Park. McKinley  
16 is across the street from Askew Place, which is  
17 also part of the former Cleaborn Homes site.  
18 We're going to build 30 houses there, and 5 of  
19 those homes will be designated or targeted to  
20 former Dixie Homes residents that are interested  
21 in qualifying for home ownership. And the other  
22 25 will be made available to just families in the  
23 general population that are interested in buying  
24 a home in that area.

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1                   In this plan year, we also will  
2 submit various applications to HUD, three --  
3 we're looking at three disposition applications  
4 and a funding application, whether it be HOPE VI  
5 or economic stimulus or another HUD program. We  
6 intend to submit an application for redevelopment  
7 of additional public housing.

8                   The disposition applications that

9 we will develop and submit this year will be for  
10 the Fed Ex Family House. What that is is a  
11 concept similar to the Ronald McDonald House or  
12 the Grizzles House. The families of patients of  
13 LeBonheur Hospital will stay. For those patients  
14 receiving long-term care, there will be a hotel  
15 style lodging for the families, and this is on  
16 the Legends Park site. We're negotiating with  
17 Methodist and LeBonheur at this time, and we hope  
18 sometime this fall, August or September, they'll  
19 start building on the Fed Ex Family House. But  
20 we have to dispose of approximately three acres  
21 of land that was former public housing land for  
22 them to build this hotel style facility.

23 The Uptown commercial center,  
24 we're continuing with plans for that. It's

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1 located at the corner of Danny Thomas and Mill  
2 Avenue, and what we're building there is a drug  
3 store, an additional 22 market rate homes and a  
4 restaurant. It's one of the fast food  
5 restaurants. There will be a local bank branch  
6 in that area and also we're trying to make  
7 provisions and negotiate for a small grocery  
8 store to be located in that area as well. We'll  
9 submit an elderly designation application if it

10 is feasible and if -- you know, financially  
11 feasible to do at Legends Park. We'll have to  
12 submit an application. It's called an elderly  
13 designation application to make that building  
14 also for 62 and above.

15                   An acquisition and housing  
16 conversion plan -- we built, as part of the  
17 Uptown development, 110 HOPE VI subsidized homes,  
18 and 101 of those homes have sold. We have 9  
19 left. We provided in the developer agreement  
20 that if they did not sell by a certain period of  
21 time, then we would apply to HUD to convert those  
22 homes. So we're at that point. In order to do  
23 it, before we can convert them and create  
24 additional public housing units in single family

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1 settings, we will submit an application to HUD.

2                   Again about our home ownership  
3 programs, we do have three. The latest one that  
4 we are working on and will be starting  
5 construction by the end of March of this year is  
6 we're starting construction on the first four  
7 models. We got our HUD approval in November of  
8 last year. It has been funded, so we will start  
9 construction as soon as the weather permits. And  
10 that's again located on the old Cleaborn Home

11 site just across from Askew Place. Three or four  
12 bedroom homes will be available to families that  
13 qualify. If you're 80 percent or below the area  
14 median income, work and are interested in home  
15 ownership, then that may be an option for those  
16 families.

17                   Down payment assistance can be  
18 made available through the City of Memphis, up to  
19 10,000 dollars in down payment assistance, and  
20 the Housing Authority also has down payment  
21 assistance that we can use to write down the  
22 cost of the home to make it affordable for those  
23 families that need the down payment assistance.  
24 The home prices generally run from a low of

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1 85,000 up to 120,000 or 130,000. And the homes,  
2 you know, cost 150,000 or so to develop. But  
3 because we provide down payment assistance and  
4 write-downs for the construction, then the home  
5 is made affordable to the person in that lower  
6 range. The sales price will be the 85,000 to  
7 about 130,000.

8                   Some of the criteria to qualify  
9 for these homes are the families must provide  
10 1 percent of the sales price, a minimum of  
11 1 percent down payment of cash contribution. And

12 that can come from the home buyers or the  
13 applicant's own savings. It can come from your  
14 participation in Family Self-sufficiency or the  
15 RISE program. They have a Save Up Program where  
16 you put a dollar in, and it's matched two  
17 dollars. So your participation in one of those  
18 programs could also add to whatever other down  
19 payment assistance you could use. And that could  
20 drastically write down the price of the home.  
21 Completion of a qualified home ownership program  
22 and acceptable employment and credit history  
23 depending on what the bank requires -- yes,  
24 ma'am?

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1 MS. CLARK: I've heard very little  
2 and not quite understood what I heard of it about  
3 for those of us who are disabled, not a senior  
4 citizen but disabled -- where do we go? What  
5 happens to us? We become homeless?

6 MS. PHILLIPS: Certainly not, but  
7 if you choose to -- you're living here. If you  
8 choose to go to one of the other developed sites,  
9 there is -- as I mentioned, there are senior only  
10 facilities for seniors 62 and above. However,  
11 there are opportunities or units at -- since I  
12 only work with the HOPE VI sites, that's what I'm

13 directly talking about. But there are waiting  
14 lists that you have to be on. If you choose to  
15 relocate and go to another site at one of those  
16 HOPE VI sites, you can do that. But you have to  
17 be on the waiting list and go through the process  
18 of -- your name being called and you have  
19 submitted your application. So it's -- I mean,  
20 it's not that you can transfer from here and go  
21 to there because they're privately managed and  
22 privately owned sites. We provide a subsidy to  
23 them.

24 But you have the freedom to go to

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1 another site, but you have to submit an  
2 application and get on the waiting list. And you  
3 have to make sure their waiting list is open.  
4 You know, with the Housing Authority you can get  
5 on the waiting list. If you're on the waiting  
6 list, then there is not a separate waiting list  
7 for all the different properties that the housing  
8 authority manages. There is at the HOPE VI  
9 sites, you have to -- if you're interested in  
10 Uptown, you must go to Uptown if the waiting list  
11 is open and get on that waiting list.

12 MS. SMITH: You're talking about  
13 six or seven years?

14 MS. PHILLIPS: Give your name.

15 MS. SMITH: Pat Smith.

16 MS. PHILLIPS: Yes, ma'am?

17 MS. SMITH: Six or seven years to  
18 be on the waiting list for people under 62?

19 MS. PHILLIPS: No, the waiting  
20 list is not that long. The waiting list has to  
21 be open. And once the waiting list is open --  
22 there are several sites that the waiting list  
23 will open back up this year -- for example  
24 University Place Phase 3. Phase 2 got leased up

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1 in December. Phase 3 has not started -- the  
2 names and applications for Phase 3 yet.

3 MS. SMITH: But I'm saying -- see,  
4 this high-rise will probably be sold before I get  
5 62.

6 MS. CLARK: Yeah.

7 MS. SMITH: So I'm saying do I  
8 need to apply now?

9 MS. PHILLIPS: Well, you can. If  
10 you apply now at -- for example, all the senior  
11 high-rises are full, but they still have waiting  
12 lists. So if you get on one of their waiting  
13 lists, you still, by the time your application is  
14 reviewed -- if they have openings and they're

15 taking applications, you have to be 62.

16 MS. SMITH: But I'm --

17 MS. CLARK: We're still under

18 62 --

19 MS. SMITH: -- under 62 --

20 THE RESIDENTS: (Numerous  
21 residents talking at once.)

22 MS. PHILLIPS: But under 62, you  
23 are considered a family, a household, that can go  
24 into a family unit.

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1 MS. SMITH: I want the high-rise.

2 MS. PHILLIPS: You have to be 62  
3 to go into a high-rise.

4 THE RESIDENTS: (Numerous  
5 residents talking at once.)

6 MS. PHILLIPS: Correct me if I'm  
7 wrong, but no matter when you apply, when your  
8 application comes up, you have to be 62.

9 MS. SMITH: But I'm still saying  
10 I'm caught in -- I know you have to be 62 to go  
11 to those new high-rises.

12 MS. PHILLIPS: Yes, ma'am.

13 MS. SMITH: If they sell this  
14 place before I'm 62, I'm trying to see --

15 MS. CLARK: Right -- where can we

16 go?

17 MS. PHILLIPS: We do --

18 MS. SMITH: -- would that be like  
19 a Section 8 voucher to go somewhere else until I  
20 can get 62 to go to --

21 MS. CLARK: Yeah, yeah.

22 MS. SMITH: -- the new places?

23 MS. PHILLIPS: We do not have a  
24 list yet for the phasing of this particular site.

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1 Let me turn it back over to Mr. Swindle.

2 MS. SMITH: He put it on you.

3 MS. CLARK: Yes, he put it on you.

4 MS. PHILLIPS: He put it on me to  
5 address the HOPE VI issue. So I'm going to pass  
6 it on to him and I'll see if between the two of  
7 us we can answer your question.

8 MR. SWINDLE: I apologize. I  
9 didn't mean to push it on you. I was thinking  
10 about HOPE VI. But one thing we did discuss when  
11 we talked about selling of this building and the  
12 demolition of Foote and Cleaborn, we also talked  
13 about Section 8 and acquiring other properties  
14 and other stuff. So we're not saying you have to  
15 get out of here and just go somewhere. We've  
16 still got to find you somewhere to live. So

17 we're looking at other options. I'm not  
18 saying -- I was just thinking HOPE VI and what  
19 we've done with those to get in those particular  
20 properties.

21 But we have to put together  
22 relocation plans and some other things in place.  
23 And with that relocation plan, we have to come  
24 back and talk to everybody and let everybody know

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1 what's going on. We can't just up and do  
2 something. Just take it or leave it. So it's  
3 going to be a lot of discussion going forward  
4 before we do anything.

5 MS. CLARK: So in other words --

6 MR. SWINDLE: I was just letting  
7 you know what's going on and what we're looking  
8 forward to in the future. Right now we've got  
9 just a piece of paper. We don't have any money  
10 to do it. A piece of paper is all we have.

11 MS. SMITH: So it would be a  
12 responsibility for our relocation?

13 MS. CLARK: Yeah.

14 MR. SWINDLE: Right, right.

15 THE RESIDENTS: (Numerous  
16 residents talking at once.)

17 MS. CATTRELL: My name is Linda

18 Cattrell. People that come from Dixie Homes,  
19 will they be able to go back when they finish?

20 MR. SWINDLE: That's more of a  
21 HOPE VI question.

22 THE RESIDENTS: No, no, no.

23 MS. PHILLIPS: They will be able  
24 to go back -- they have an opportunity to go

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1 back. But at those HOPE VI sites, they have  
2 right of return criteria that the family -- I'm  
3 going to get to you next -- that the family signs  
4 when they leave at a HOPE VI site. And it is  
5 allowed by HUD that the family must meet basic  
6 criteria, plus property -- depending on who is  
7 managing the property, plus another layer of  
8 property management criteria. One of the basic  
9 criteria is they must be working. And if they're  
10 62 and above, they don't have to work. Or if  
11 they are medically disabled, they don't have to  
12 work.

13 MS. CLARK: Okay.

14 MS. PHILLIPS: But you can have an  
15 exception, which is either 62 or medically  
16 disabled. But if you don't fall in those two  
17 categories, you have to be in school -- working  
18 or in school or in a job training program if you

19 don't meet one of those two criteria.

20                   Of course, you have to go through  
21 landlord verifications and all the general stuff.  
22 But at a HOPE VI site, the main criteria is  
23 compliance with the self-reliance agreement. And  
24 that main compliance is that you have to be

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1 working. Yes, sir? Your name?

2                   MR. EVERETT: My name is James  
3 Everett. I'm confused. For my peace of mind --

4                   MS. PHILLIPS: That's okay.

5                   MR. EVERETT: -- if y'all tear  
6 down this building, we don't have to worry about  
7 getting located -- if you're under 62 or  
8 whatever, you're still going to be taken care of  
9 as far as a place to stay?

10                  MS. PHILLIPS: If you're any age,  
11 you will be taken care of regarding relocation.  
12 The Housing Authority is obligated to relocate  
13 you either through Section 8 or a private  
14 development or relocate you using Section 8  
15 vouchers or to another public housing property.  
16 But again, as Mr. Swindle mentioned, there are  
17 several relocation meetings. They're public  
18 meetings that have to take place in order for any  
19 of this to happen and, of course, funding made

20 available, so it's a long process. And it's  
21 not -- it's phased in. And it's not like if we  
22 get a HOPE VI this year, we're starting with  
23 Jefferson. It has to be phased in. As far as I  
24 know, we won't start with the high-rises, so we

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1 don't have those specifics at this time.

2 Ms. King?

3 MS. KING: You used a key word. I  
4 heard that, and you said phased in. I've seen  
5 that happen since Lauderdale Courts, and they  
6 phased all those people out. And they thought  
7 they were going to get in. They only put 74 back  
8 in there from Memphis Housing Authority. Then we  
9 got to doing research work back over in these  
10 areas, we had companies that had come in with  
11 whoever goes to the bargaining table, and these  
12 companies come in said, "Okay. They're already  
13 going." They know that somebody is going to say,  
14 "How many of our people are going to be able to  
15 get in?" They've already got their strategy  
16 together. I'm finding people everywhere all over  
17 the city that once was in the projects, and they  
18 didn't qualify some kind of way.

19 And I do know that people have to  
20 qualify, but I'm finding people in places. They

21 used to be with the Memphis Housing Authority,  
22 and they said, "We couldn't get back home. We  
23 couldn't get back home." Then I went to another  
24 meeting -- talking about selling this building

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1 and this is possibly going to become a condo.  
2 So, I mean, why do we have to leave home? Why do  
3 we have to be pushed out? Or why do we have to  
4 be -- the property be sold out from under us?  
5 And then when we go somewhere and come back, you  
6 know, this is a big hotel or something. I mean,  
7 whoever is going to the bargaining table, I think  
8 they really got some fingers in some folks' eyes.  
9 Do you know what I'm saying?

10 MS. PHILLIPS: Let me try to  
11 address the issue of the HOPE VI and relocation  
12 and qualifying to come back and whatever. Then  
13 I'll see if -- turn it over to Mr. Swindle to  
14 address any questions that -- the second part of  
15 your question. Relative to -- you mentioned  
16 Lauderdale Courts. Lauderdale Courts was not a  
17 HOPE VI, but it was developed as part of the  
18 Uptown HOPE VI. We used capital funds, MHA  
19 funds, to redevelop that site and private funds.  
20 Lauderdale Courts had less than 50 families  
21 living in a 442 unit development. It was

22 obsolete. It was definitely not viable. They  
23 had several problems, boilers out -- I mean,  
24 every kind of problem you can name -- structural

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1 deficiencies, electrical. All the systems were  
2 deficient. And it was a matter of health and  
3 safety because the residents -- the heating was  
4 going out for those families that lived there.  
5 There were 50 families.

6                   Now, those families were relocated  
7 outside to other public housing developments. I  
8 don't think any of them went to Section 8, but it  
9 was their choice to either go Section 8 or public  
10 housing. But also those families -- some were  
11 seniors, and we did have several seniors that  
12 still lived over there in Lauderdale Courts. But  
13 they had an option. They had those two basic  
14 options -- or they could have gone private. But  
15 none of them were Section 8. They went to other  
16 public housing.

17                   And again, the systems were poor,  
18 and it was revitalized and not torn down. But we  
19 went from 442 to 347 units, and we built 76  
20 public housing units. Now, we didn't have -- we  
21 had less than 50 that lived there. So all 50  
22 could have come back. I know that all 50 did not

23 come back. But there were -- you know, this is  
24 probably more than necessary. But there were 230

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1 families that left Uptown. Now that 230 live in  
2 Hurt Village. The other 50 -- less than 50 -- it  
3 was in the 40 range -- lived at Lauderdale  
4 Courts.

5                   We built back 307 public housing  
6 units. So there were more than enough units  
7 available if the families wanted to -- and the  
8 second thing to get to your point -- were  
9 qualified to come back. And one of the things --  
10 again, if you are a senior or if you are  
11 disabled, that's not an issue. You're not  
12 required to work if you fall into that category  
13 and you can come back.

14                   But if you are perfectly  
15 able-bodied, you have to be working, and that's  
16 just a regular HOPE VI requirement that HUD does  
17 allow. And you sign that agreement when you  
18 leave. And a lot of the -- I guess the backlash  
19 that we get -- and, you know, it's no secret  
20 across the nation when they say they move these  
21 families out and they put them out here, you have  
22 to qualify to come back. But speaking  
23 specifically for Memphis and the Memphis Housing

24 Authority, we built more units back. It's not

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1 that we built 200 public housing units, and we  
2 moved 400 people out. We know 400 can't fit into  
3 200 units.

4 We have built more public housing  
5 units back at each of those sites than we had  
6 public housing families living there. And that's  
7 at all four of the sites. Dixie Homes had 400  
8 and something families. Most of those families  
9 choose Section 8 -- excuse me -- public housing.  
10 And then about 30 or 40 percent qualified for  
11 Section 8.

12 And sometimes when families don't  
13 come back, it's because they have -- a lot of  
14 times it's because they don't want to. A lot of  
15 times when -- their church is here. Their  
16 children's school is here. If they work, their  
17 job is right around the corner. They don't want  
18 to come back to uproot the child again, bring  
19 them back across town. The church is over there.  
20 The school is over there, and they may have  
21 chosen to live near family. So they've gotten  
22 their system set up, and then the downside of the  
23 HOPE VI redevelopment in the early days was you  
24 had -- you know, College Park took too long to

1 rebuilt. The families were gone two or three  
2 years before anything was built back.

3 Now that's not happening. Now  
4 it's like 18 months -- 12 to 18 months and you  
5 haven't gotten totally situated in your new  
6 environment. But in the College Park days, those  
7 families were gone here and there, and they  
8 didn't want to come back into the public housing  
9 system. And that's a good thing. That means  
10 you're self-sufficient. You have the option. If  
11 you want to come back, you come back. If you  
12 don't, then that's your option. And let me  
13 let -- I've forgotten what the second part of the  
14 question was, Ms. King.

15 MS. KING: You answered me.

16 MS. PHILLIPS: Okay. Great. And  
17 your question? And then we're going to try to  
18 wrap it up.

19 MS. CLARK: I just want to know  
20 the address of Hurt Village that's supposed to be  
21 Uptown. What's the address?

22 MS. PHILLIPS: Well, they have  
23 different addresses. The senior facility is 669  
24 Third Street. We have 100 public housing units

1 that are single family public housing units.

2 They have 100 addresses.

3 MS. CLARK: Different addresses?

4 MS. PHILLIPS: They're single  
5 family homes, but they're public housing units.

6 MS. CLARK: But they're downtown?

7 MS. PHILLIPS: They are all in the  
8 Greenlaw area.

9 MS. CLARK: What's Greenlaw?

10 MR. PRICE: Jackson and Danny  
11 Thomas.

12 MS. PHILLIPS: Fifth, Sixth, Danny  
13 Thomas, not quite Chelsea, Second Street, Main  
14 Street. Some of them are on Main Street. And  
15 St. Jude -- do you know where St. Jude is? It's  
16 all around that area.

17 MS. CLARK: Oh, okay.

18 MS. PHILLIPS: And we have a  
19 building, Lauderdale Courts, I think it's 255  
20 Lauderdale. And I don't know the address for the  
21 Metropolitan, but it's at the corner of Danny  
22 Thomas and Mill. And then Greenlaw Apartments.  
23 We have 22 public housing units there. They are  
24 located on Mill Street at -- between Second and

1 Third Streets. And it's located next to  
2 Magnolia. It's like a block from Magnolia  
3 Terrace by the terminal.

4 MS. CLARK: All right. You work  
5 over there at MHA across the street?

6 MS. PHILLIPS: Yes, ma'am. I'm  
7 part of the MHA staff.

8 MS. CLARK: Can I come see you  
9 sometime?

10 MS. PHILLIPS: Sure you can.  
11 We're there 8:00 to 5:00.

12 MS. CLARK: Thank you.

13 MS. PHILLIPS: You're welcome.  
14 I'm going to turn this back over to Mr. Perry  
15 because I think hopefully we've addressed all  
16 your questions. Thank you for coming.

17 THE RESIDENTS: Thank you.

18 MR. PERRY: I want to thank each  
19 of you for coming out. If we don't have any more  
20 comments, then this concludes our public hearing  
21 on the annual and five year plan. We thank you  
22 once again. We'll take each one of your comments  
23 and consider it. Thank you very much.

24 THE RESIDENTS: Thank you.

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(Whereupon, the meeting  
concluded at approximately  
4:35 p.m.)

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C E R T I F I C A T E

2 STATE OF TENNESSEE:

3 COUNTY OF SHELBY:

4 I, LESLEY L. SPENCE, Court Reporter and Notary  
5 Public for the State of Tennessee at Large, do  
6 hereby certify that I reported in machine  
7 shorthand the above-captioned proceedings.

8 I HEREBY CERTIFY that the foregoing pages contain  
9 a full, true and correct transcript of my said  
10 Stenotype notes then and there taken.

11 I FURTHER CERTIFY that I am not an attorney or  
12 counsel of any of the parties, nor a relative or  
13 employee of any of the parties, nor am I a  
14 relative or employee of any attorney or counsel  
15 connected with the action, nor am I financially  
16 interested in the action.

17 I FURTHER CERTIFY that in order for this document  
18 to be authentic and genuine, it must bear my  
19 original signature and my embossed notarial seal  
20 and that any reproduction in whole or in part of  
21 this document is not allowed or condoned and that  
22 such reproductions should be deemed a forgery.

23 THEREFORE, witness my hand and my official seal  
24 in the State of Tennessee on March 1, 2009.

17

18

\_\_\_\_\_  
LESLEY L. SPENCE  
Court Reporter and  
Notary Public at Large

19

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21 My Commission Expires:

22 June 29, 2010

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MEMPHIS HOUSING AUTHORITY

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FY2005-2009 PHA PLAN  
&  
ANNUAL PLAN FOR FY2009  
DEVELOPMENT HEARING  
MAGNOLIA TERRACE  
February 19, 2009

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APPEARANCES

MHA LEGAL COUNSEL:

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MR. GREGORY PERRY

PHA COMMUNITY SERVICE AND SELF-SUFFICIENCY PROGRAMS:

MS. JACQUELINE PARTEE

HOPE VI GRANTS DISPOSITION:

MS. LURETHA PHILLIPS

CAPITAL IMPROVEMENT NEEDS:

MR. MICHAEL SWINDLE

Reported by: Lesley L. Spence, CSR

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P R O C E E D I N G S

\* \* \* \* \*

(The meeting commenced at  
approximately 10:10 a.m.)

5 MS. PARTEE: We were out here last  
6 year for the MHA annual and five year plan. This  
7 year is the 2009 plan, and we're out here to  
8 explain all the activities that the Housing  
9 Authority is involved in in this year. The  
10 annual plan is a -- for those of you that are  
11 familiar with the process, for any activities to  
12 take place that the Housing Authority intends to  
13 administer, then we must go to each site and  
14 explain to the resident body the activities that  
15 we will be involved in.

16 We'll allow an opportunity for you  
17 to ask questions, and we'll present what's going  
18 on at the MHA sites, at the HOPE VI sites,  
19 supportive services, activities and other  
20 programs that the Housing Authority will be  
21 involved in. We're going to get started in just  
22 a few minutes. Gregory Perry, who is our staff  
23 attorney, normally presents or opens the meeting  
24 up. He is on his way, and we'll have the

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1 agendas. But if you all could, give us a few  
2 minutes and allow him an opportunity to get here,  
3 and if he's not here in a few minutes, then we'll  
4 go ahead and get started because I know -- you  
5 know, we're aware of everybody's time. And we

6 certainly appreciate you all for coming down this  
7 morning. All right. Thank you.

8 THE RESIDENTS: Thank you.

9 (Brief pause.)

10 MR. PERRY: Good morning.

11 THE RESIDENTS: Good morning.

12 MR. PERRY: I apologize. I was  
13 driving around the neighborhood kind of lost.  
14 Thank goodness for cell phones though. I need to  
15 cut mine off. The mission of the Memphis Housing  
16 Authority is to provide community revitalization  
17 through a seamless system of supportive services,  
18 affordable houses and new business development.  
19 Our vision is to become a national model in  
20 community revitalization.

21 Some of the goals of the Housing  
22 Authority are to increase the availability of  
23 decent, safe and affordable housing, improve  
24 community quality of life and economic vitality,

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1 promote self-sufficiency and the development of  
2 families and individuals. Also in doing this, we  
3 will also try to insure equal opportunity for  
4 housing for all Americans.

5 Now, in our annual and five year  
6 plan, which we're here to discuss some of the

7 elements of that plan today. You'll find  
8 throughout the plan that we attempt to replace  
9 obsolete public housing stock. And as you look  
10 at what's formerly Hurt Village now is Uptown,  
11 and you see the new development that's occurring  
12 at Hurt Village. But in doing that, we also  
13 guarantee housing for our current residents when  
14 we demolish different developments and units.

15                   We also try to, as you see here,  
16 make sure that our seniors and disabled have  
17 places to stay with senior and disabled  
18 developments. Another thing we do in our housing  
19 stock, we try to reduce the vacancy rate we have  
20 in our housing stock. And again, we also  
21 throughout the plan and throughout the Housing  
22 Authority's agenda, we always try to promote  
23 self-sufficiency for our residents.

24                   MHA will always try to engage our

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1 plan in activities that will contribute to  
2 long-term asset management public housing stock  
3 that we have and meet the long-term operating  
4 capital investments modernization and disposition  
5 and other needs of the Authority. And we do  
6 that, as you can see, by in some of our  
7 developments we have private management. Other

8 developments, we manage ourselves, so we have a  
9 different mix of developments.

10                   Now, I'm going to -- if you have  
11 a -- I think Ms. Partee is here, and she's  
12 passing out the agenda. I'm going to talk to you  
13 about some attachments to our annual and five  
14 year plan, and those attachments I know that most  
15 of you are familiar with. One of the major  
16 attachments to the plan that you're familiar with  
17 is the lease agreement, and all of you have  
18 signed a lease agreement, I'm sure. The other  
19 attachment that you should receive when you sign  
20 your lease agreement is your pet policy. As  
21 public housing residents, you also have a  
22 grievance procedure, so I'm going to talk to you  
23 about those three documents and the changes that  
24 we're proposing in some of those documents.

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1                   Now, in your lease agreement,  
2 there is one major change we're proposing. In  
3 the lease agreement, generally once you get  
4 through it, you're going to see where the Housing  
5 Authority, your management, has put obligations  
6 to you. And then in that lease, it also sets out  
7 obligations of the residents, so there's  
8 obligations on both sides. We have obligation,

9 and then you have obligations as a resident in  
10 this particular development. And those are set  
11 out in the lease agreement.

12 One of the changes that we're  
13 proposing to make, which is required by HUD  
14 regulations, is that the residents would not  
15 abuse alcohol to the extent that it disturbs the  
16 enjoyment of the other residents. Currently that  
17 provision is not in your lease agreement, and  
18 we're going to add that to the lease agreement.

19 MS. POLK: Thank you.

20 MR. PERRY: So what that means is  
21 if you're going to assume alcoholic beverages,  
22 you need to do that in your room and not come  
23 down in the lobby or in the hallway or in the  
24 elevator causing problems. Because if you do,

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1 that will be a violation of your lease, and you  
2 will be subject to termination. And so that's  
3 the major change in the lease agreement, and as  
4 far as clearing up typos, that's the only change  
5 that we're proposing at this time.

6 The second document which you  
7 probably received when you signed your lease, or  
8 should have received, advises you of your pet  
9 policy. In public housing, we're required to

10 have a pet policy. The pet policy we have  
11 provides for the deposit of approximately 300  
12 dollars if you have a pet. A dog, I think, is  
13 300 dollars. A fish is less, but a dog is 300  
14 dollars. And then there are other requirements  
15 that you have to have a license. The dog has to  
16 be licensed and follow all the city requirements  
17 for having a dog. But we've made a change in the  
18 policy, which basically states that if the  
19 individual needs an animal -- and we call it an  
20 assistant animal because of a disability -- there  
21 is no deposit required. And I guess the best  
22 example of that is if someone is blind and cannot  
23 see and they need a dog to assist them in moving  
24 around, moving about and to be with them as a

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1 companion. Then there would be no requirement --  
2 no deposit for that particular individual because  
3 of the disability.

4                   And if you need a fish to keep you  
5 calm because you have a disability, which is  
6 doctor certified to, then there will be no  
7 deposit if you look at the fish and it keeps you  
8 calm and so on and so forth. As long as a doctor  
9 says you have a disability and based upon the  
10 disability you need that assistant pet or animal,

11 there is no deposit. That's the change.

12                   And that's where -- we always try  
13 to aid individuals who have a disability to make  
14 sure life is easy and just make it more fitting  
15 for you to just fit right on in. That's  
16 something we do throughout the Housing Authority.  
17 We try to provide all types of appliances and so  
18 forth for that; all right? And that's the  
19 changes.

20                   The other change that I need to  
21 tell you about is that we have a document which  
22 we call -- it's called ACCOP, and that document  
23 just gives you the policy of the Housing  
24 Authority from the time a resident enters into

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1 public housing until he lives. It talks about  
2 recertification, rent, transfers, just all the  
3 policies that are regarding your tenancy in  
4 public housing. And in that document, we have a  
5 policy that once you move into public housing --  
6 prior to moving in, we will do a criminal  
7 background check going back three years. Now, in  
8 the past, after we did that check, we really  
9 didn't check anymore in the past. But now when  
10 you get recertified -- and each of you should go  
11 through annual recertification according to

12 regulations now. Once a year, you come in and  
13 get recertified. You tell them your income and  
14 see if your income has changed, the number of  
15 people in your household.

16                   At the time you get recertified  
17 now, the property manager should do another  
18 criminal background check on each resident. So  
19 you have it annually. At the recertification in  
20 the ACCOP, we said we're going to do an annual  
21 criminal background check. So you'll have  
22 another one done at that time.

23                   THE RESIDENTS: Thank you. Thank  
24 you.

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1                   MR. PERRY: And that will be done  
2 on all public housing as well as housing voucher  
3 participants, so you have that annual check also.  
4 So if you've been here -- because you could have  
5 been here, you know, for seven years and we had a  
6 background check done, and you could have done  
7 something between that time when you first moved  
8 into public housing and the seven years you've  
9 been here now perhaps. So now we will know  
10 because we'll do a background check.

11                   MS. POLK: Thank you.

12                   MR. PERRY: Also, the other thing

13 I need to tell you is that along with that, we  
14 have an arrangement or agreement with the Memphis  
15 Police Department whereas if you are arrested,  
16 they will give us a copy of the arrest -- well,  
17 they will let us know you were arrested and let  
18 us know the date you were arrested. And we'll  
19 get an arrest report. We do provide them with  
20 your name and your birth date and they run it  
21 through their computer. Everything is modern  
22 technology now, so it will pop up and show. And  
23 then they'll send us an e-mail and let us know  
24 you were, in fact, arrested. And then your

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1 landlord will look into it and see if it has  
2 anything to do with your lease. If it doesn't  
3 have anything to do with your lease, it's  
4 perfectly -- it's not fine. But it's -- we're  
5 not concerned with it.

6           As an example, I've said if  
7 someone goes 15 blocks from here and gets caught  
8 shoplifting, that's not going to affect your  
9 lease. But it would affect some other things,  
10 but not your lease. We couldn't terminate your  
11 lease for that. But if it's anything that  
12 violates our lease, then we could. If it happens  
13 on our grounds, it's a different thing. Then you

14 probably would be terminated. Is everybody clear  
15 on those three things?

16 THE RESIDENTS: Uh-huh.

17 MR. PERRY: Everyone understand  
18 them?

19 THE RESIDENTS: Yeah.

20 MR. PERRY: All right. So now  
21 whenever we decide to consume alcohol, we're  
22 going to make sure we don't cause any  
23 disturbances; right --

24 THE RESIDENTS: Uh-huh.

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1 MR. PERRY: -- if we decide to do  
2 that?

3 THE RESIDENTS: Right.

4 MR. PERRY: Okay. We're fine. I  
5 know you're not anyways. I'm just throwing it  
6 out because I have to throw. I know you wouldn't  
7 do anything like that. Like I say, we have other  
8 developments, and we have some problems at the  
9 other developments. I know here, no one is going  
10 to do that at this senior facility.

11 I think basically those are all  
12 the changes I have. I don't think I've missed  
13 anything, so I'm going to turn it over now to  
14 Ms. Partee.

15 MS. PARTEE: Good morning.

16 THE RESIDENTS: Good morning.

17 MS. PARTEE: Sorry I was late. I  
18 was held up. I'm going to talk to you about the  
19 community services and self-sufficiency programs.  
20 And the Memphis Housing Authority coordinates and  
21 promotes any program that will enhance your  
22 economic and social self-sufficiency. We have  
23 services that are in our high-rises as well as in  
24 our low-rises.

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1 The Family Self-sufficiency  
2 Program is a program that, if you work and your  
3 income goes up, the difference goes into an  
4 interest bearing escrow account. It's a five  
5 year program, but you can complete it within  
6 three to four years if you meet your goals.

7 We have been able to distribute  
8 checks to our residents from 500 dollars to 8,000  
9 dollars. And that money can be used for whatever  
10 the participant in the program wants to use that  
11 money for. And that's the Family  
12 Self-sufficiency Program, and it's earned  
13 income -- from earned income.

14 We also have a program that does  
15 not apply to you all, but it operates in our

16 developments. And that is, if you're under the  
17 age of 62 and you're not disabled, you're  
18 required to perform community service hours --  
19 eight hours a month. This is HUD's way of trying  
20 to influence or motivate young people who are not  
21 working. And so it's a law that Congress  
22 approved a few years ago that if you're not  
23 disabled or elderly you must work; okay?

24 THE RESIDENTS: Uh-huh.

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1 MS. PARTEE: Prior to coming into  
2 housing, we try to perform what we call Tenant  
3 Wise (phonetically) training and orientation.  
4 And as you know, many of you are accustomed to  
5 maybe a gas stove, and now you may have an  
6 electric stove. You may have been accustomed to  
7 a floor furnace or a wall heater, and now you  
8 have central air and central heat. And in this  
9 Tenant Wise training, they talk to you about how  
10 to operate these apparatuses.

11 They also talk to you about being  
12 a good neighbor, paying your rent on time, being  
13 a good housekeeper and so on. They talk to you  
14 about what products you can use to do your  
15 cleaning, and they let you know what other  
16 resources are available in the community for any

17 needs you may have. In our HOPE VI properties --  
18 and we have how many, Luretha?

19 MS. PHILLIPS: Four.

20 MS. PARTEE: We have four HOPE VI  
21 properties now. These are the properties that  
22 Ms. Phillips is going to talk about, but we  
23 realize that when we relocate our residents and  
24 we tell them that they have the opportunity to

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1 return to that new developed residence and we  
2 have put criteria on the return -- and that is  
3 that you work, that you don't have a bad criminal  
4 history -- well, we have what's called case  
5 management.

6 And each resident that is  
7 relocated from those HOPE VI sites is assigned to  
8 a case manager, and that case manager works with  
9 that resident until the time for him to come back  
10 to the property or -- and until the program ends  
11 to help them to be able to qualify to return to  
12 that property.

13 For instance, if they're not  
14 working the number of hours that they need to  
15 work, the case manager is to help them find maybe  
16 a second job that will give them the hours that  
17 are required to work there. And so that's Urban

18 Strategies Memphis HOPE. At 700 Adams, Memphis  
19 Housing Authority's main office, we have what's  
20 called the residents employment and training  
21 center. And we have computers there and programs  
22 where you can come in and do a job search. Or if  
23 you need to get your high school diploma or your  
24 GED, we have someone there who can help you with

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17

1 that, help you with building a really good  
2 resumŠ. So that's at 700 Adams.

3 We additionally are going to  
4 continue some programs that we have on the  
5 development that benefit our youth. And one is  
6 our Executive Director Scholarship Program where  
7 a student only has to present us with information  
8 from a college, a trade school or a beauty school  
9 that they've been accepted into that facility for  
10 higher education, and we will assist them with  
11 tuition. And we will assist them until they  
12 complete the course. So if it's a four year  
13 program, a three year or six year, we will  
14 provide them a scholarship until they've  
15 completed their education.

16 We have programs such as the Boy  
17 Scouts of America. We have a senior companion  
18 program for our seniors who can work in the

19 program and serve other seniors who need a  
20 companion to come in and remind them to pay their  
21 rent, to keep their unit clean. They may do a  
22 little light housekeeping for you, but we also  
23 have a homemakers program. And those people are  
24 also residents of our public housing that we hire

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1 to assist their neighbors.

2 Another program we have that's operated  
3 by the RISE Foundation is the Goal Card Program,  
4 and that program was established to help those  
5 who were not doing so well in school. And what  
6 we do is we provide them with incentives that  
7 will motivate them. If they go to school, they  
8 earn points. If their grades increase, they earn  
9 points. If their citizenship improves, they earn  
10 points.

11 They take these points and add them  
12 together. They go to the store. This store that  
13 we've established. They can get school supplies.  
14 They can get tickets to events. They can even  
15 purchase their school uniforms. And so we find  
16 that this program has been very successful with  
17 our youth, because they do need a little nudging.  
18 And so we -- and this program is not for those  
19 students who are doing well but for those

20 students who are struggling. So if they know  
21 that they can earn something from it, they will  
22 do better. And we have that program at Foote  
23 Homes and at College Park.

24 The RISE Foundation which stands for

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1 responsibility, initiative, solutions and  
2 empowerment has what they call the IDA Program,  
3 an individual development account program. And  
4 in that program if you save one dollar, they  
5 match it with two dollars. You use that money to  
6 buy a car, start a business, home ownership, buy  
7 a computer or something that's going to help you  
8 with employment or to better yourselves.

9 But you can take the money from the  
10 RISE Foundation, the money from the Family  
11 Self-sufficiency Program and if you qualify you  
12 can also get money from the city -- and  
13 Ms. Phillips is going to talk about it. But you  
14 use all of those funds to pay down on a house if  
15 that's your choice. You have that option.

16 We also have home health services where  
17 a home health agency may come out, and you all  
18 may have some of them visiting here. They come  
19 out and provide health care services. They may  
20 do blood pressure checks, do weight management,

21 nutrition and medication monitoring.

22 We also are in partnership with MIFA.

23 MIFA now doesn't do as many congregate meal sites

24 as they once did because of budget cuts, but they

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20

1 have continued to provide the home delivered

2 meals. So if you're in need of someone bringing

3 you a meal five days a week -- a hot lunch -- you

4 just need to get in touch with your manager.

5 Your manager will get in touch with me. And

6 we'll let MIFA come out, and they will conduct an

7 assessment to determine if you qualify for that

8 meal.

9 And that's all I have today. Does

10 anyone have any questions? Thank you for your

11 attention. We now have Michael Swindle.

12 MR. SWINDLE: Thank you,

13 Ms. Partee. My name is Mike Swindle. I'm with

14 the Capital Improvements Department with the

15 Housing Authority. I'm here to give you a brief

16 overview of what we have planned in the area of

17 capital improvements. For this facility, we

18 don't have anything because it's privately

19 managed, so we're not responsible for capital

20 improvements.

21 So I'll just go over what we have

22 for the other developments that we are  
23 responsible for. For the short term, for the --  
24 are y'all familiar with the other facilities, the

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1 low-rises and the high-rises?

2 THE RESIDENTS: Uh-huh.

3 MR. SWINDLE: For the low-rises,  
4 we talk about -- we have left Foote, Cleaborn and  
5 Montgomery. For the short-term, Montgomery is  
6 still considered a viable property, so we're  
7 looking at -- we just finished a round of  
8 improvements, site improvements and unit  
9 improvements as far as windows and doors. And  
10 we're looking for -- going to this next plan year  
11 also with some more improvements for those  
12 particular units.

13 For Foote, we're just looking  
14 at -- we've got some units that are -- one unit  
15 is heavily damaged, another unit that is -- a  
16 couple of units that are fire damaged. We're  
17 looking at doing those repairs. They're also  
18 looking at repairing some roofs for those units.  
19 And at Cleaborn, we've got several heavily  
20 damaged units we're looking at repairing, and  
21 we're also looking at doing some site improvement  
22 to improve the site. For the short-term, we're

23 talking about possibly this year sometime, we're  
24 going to do that.

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1                   And for the high-rises, we don't  
2 have a whole lot for the high-rises because  
3 they're considered obsolete. The units are, you  
4 know, old. It's not a lot -- that we want to  
5 invest money in because we've got some other  
6 plans in place that we're looking at for the  
7 long-term. So we're looking at some roof  
8 replacements at Borda and at Venson. And at  
9 Venson also, we're looking at -- we've got an  
10 issue with the drainage where we have backing up  
11 like every other year at one of the bottom  
12 floors. So we're going to go in and remove that  
13 obstruction.

14                   For the long-term, when we talk  
15 about the high-rises and low-rises, we're looking  
16 at a project called Triangle NOIR. What that  
17 includes is the demolition of the two low-rises,  
18 and that's Foote and Cleaborn. We plan on  
19 keeping Montgomery for now. Looking at  
20 demolishing Foote and Cleaborn and coming back  
21 and building something similar to what we've done  
22 in the past. And that's the senior building, the  
23 single family homes and the multifamily homes and

24 also maybe a component of retail. And that will

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1 fall probably I'm thinking more into Luretha's  
2 area with your HOPE VI or something like that,  
3 because it's going to be a large area. That's  
4 going to cover revitalization of a large area, so  
5 it would be mostly HOPE VI.

6 For the high-rises -- the four  
7 high-rises are Barry, Borda, Venson and  
8 Jefferson -- possibly a disposition is to sell.  
9 That's just preliminary. Now these are long-term  
10 plans, so it's just preliminary right now. So  
11 that's what we're considering now.

12 And other than that, I've just got  
13 some small projects for some of the newer  
14 developments where we're going in and replacing  
15 some -- putting in security doors, and that's at  
16 GE Patterson Pointe and Askew. And we just  
17 finished a round of security doors at Uptown  
18 Homes. And that's all I have. Any questions?

19 MS. POLK: You mentioned security.

20 MR. SWINDLE: Security doors.

21 MS. POLK: Well, for the unit --  
22 for the -- I was thinking how close do you work  
23 with the police department to keep that hanging  
24 around away from us, away from our neighborhood?

1 You know, by us being seniors, we don't need  
2 nobody hanging on the corners and all that. So  
3 how close do you work with the police department  
4 to keep that kind of behavior away from us?

5 MR. SWINDLE: Is that something  
6 you want to address?

7 MR. PERRY: Would you please state  
8 your name?

9 MS. POLK: Mary Mickey Polk,  
10 P-o-l-k.

11 MR. PERRY: And what  
12 development -- where do you live?

13 MS. POLK: Here in Magnolia.

14 MR. PERRY: Okay. Thank you.

15 I'll address that.

16 MR. SWINDLE: Greg is going to  
17 come up later and --

18 MS. POLK: Okay. Sure.

19 MS. DAVIS: Can I ask you  
20 something? I don't know whether this applies to  
21 the Memphis Housing Authority or not. And if it  
22 does not, I'm offering my apology. But Magnolia  
23 does not have a name sign, and I've been asking  
24 that question and asking it. And I think we need

1 a name sign outside.

2 MR. SWINDLE: Yes, ma'am. What's  
3 your name and --

4 MS. DAVIS: My name is Macy,  
5 M-a-c-y, Davis.

6 MR. SWINDLE: Okay. The property  
7 manager is --

8 MS. POLK: I would like to add one  
9 more thing.

10 MS. PHILLIPS: We'll send it to  
11 the property manager. We'll send your concerns  
12 to the property manager. We're noting your  
13 concern.

14 MS. POLK: I didn't hear you,  
15 Ms. Phillips.

16 MS. PHILLIPS: I'm writing the  
17 concerns down so we can try to address it and  
18 send it to the property manager.

19 MS. POLK: Right. Well, you know,  
20 I noticed all the other sites are beautified and  
21 so pretty -- are so pretty, beautiful. I'd love  
22 to pass by now and see all of the beautification  
23 going on, but you seem to have forgotten  
24 Magnolia. We need something in our boxes right

1 here in the front, uh-huh. We need some -- I  
2 don't think flowers are going to grow beautiful  
3 there so something like those big boulders and  
4 rocks and maybe a big cactus because, you know,  
5 you don't have to do much to maintain a cactus,  
6 you know -- something pretty for our front -- out  
7 front. We're very proud of Magnolia, and we want  
8 it to look nice when we bring our family and  
9 friends out to brag about our place.

10 MR. SWINDLE: Yes, ma'am.

11 MS. POLK: And we do brag about  
12 our place.

13 MS. PHILLIPS: Okay.

14 MR. SWINDLE: Any other questions  
15 or -- all right. Thank you.

16 MS. POLK: Thank you.

17 MR. SWINDLE: Ms. Phillips will be  
18 up next with HOPE VI.

19 MS. PHILLIPS: Thank you. Good  
20 morning again.

21 THE RESIDENTS: Good morning.

22 MS. PHILLIPS: I'm here to  
23 summarize briefly the activities we have planned  
24 under the HOPE VI Program. This was developed as

1 part of the Uptown HOPE VI project, and that  
2 produced almost 900 units. And this is one of  
3 four senior high-rise facilities that are  
4 dedicated to seniors 62 and above. So only  
5 seniors and seniors that are disabled, of course,  
6 live here.

7                   The primary goals of the HOPE VI  
8 Program that we will continue to address as part  
9 of the annual plan process in this year are to  
10 improve the living conditions of public housing  
11 families. We do that through the construction of  
12 more decent, safe and sanitary affordable and  
13 market rate housing. Uptown is part of an  
14 overall HOPE VI effort that, when we tear the old  
15 public housing down, we bring back mixed income  
16 housing. So, you know, families here are  
17 surrounded with other public housing families,  
18 market rate and other affordable housing  
19 families.

20                   We also enhance the quality of  
21 life for our seniors. We do that through the  
22 development of senior only facilities. We have  
23 four approved HUD designated senior only  
24 facilities -- one at College Park, of course here

1 at Magnolia, University Place and Latham Terrace.  
2 And we're looking at in this plan year the  
3 affordability or the feasibility of building one  
4 more senior high-rise facility -- or low-rise  
5 facility, excuse me, at the Legends Park site.  
6 We don't know if we're able to -- if the budget  
7 will support it, but that's what we will be  
8 looking at at Legends Park.

9                   We hope to increase the job  
10 opportunities for working families at our HOPE VI  
11 sites and help work bound families with their  
12 self-sufficiency goals. And that's coordinated  
13 through Ms. Partee, who you heard from earlier.  
14 And we try to increase home ownership  
15 opportunities for families whose goal is to  
16 purchase a home, and we try to assist with down  
17 payment assistance and the development of  
18 affordable housing for our families that are in  
19 that, you know, program.

20                   In this plan year, we will develop  
21 an additional funding application, whether it be  
22 through HOPE VI or other economic stimulus funds,  
23 to redevelop other public housing. We will  
24 submit a disposition application amendment.

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1 That's to dispose -- any time we want to dispose,

2 sell, transfer, lease land -- public housing land  
3 for development, we have to submit an application  
4 to HUD. So in this plan year, we will submit an  
5 application for the -- what we call the Fed Ex  
6 Family House, similar to the Grizzlies House,  
7 which is down the street -- or up the street and  
8 similar to the Ronald McDonald House, which is in  
9 the general area.

10                   We are working with LeBonheur  
11 Hospital and Methodist Hospital to develop a --  
12 what we'll call or they will call a Fed Ex Family  
13 House. And what that is is a hotel style  
14 lodging, 24 suites that will be built on the  
15 Legends Park site. We're going to dispose of  
16 approximately three to six acres to Methodist  
17 Hospital so that they can build the Fed Ex Family  
18 House. And the house will be funded totally  
19 through private contributions from the Smith  
20 family and the Graf family.

21                   The lease purchase program  
22 application and the acquisition and housing  
23 conversion plan, the Housing Authority built  
24 in -- with the assistance of our developer --

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1 built 110 houses scattered throughout the area.  
2 You may see some for sale signs still remaining.

3 What that -- what we provided for was if the  
4 houses did not sell by a certain period of time,  
5 then we would convert them to public housing. So  
6 we will submit that plan to HUD and hopefully get  
7 approval so that we can purchase those houses and  
8 convert them. They were built as for sale homes  
9 but we will convert them to public housing units.  
10 And they're the single family homes that are, you  
11 know, in this area.

12                   The MHA is moving forward with  
13 negotiating with the city, with the police  
14 department, general services and public works to  
15 bring a police precinct to the -- or relocate a  
16 police precinct to the University Place site. We  
17 have a couple of acres that's carved out for  
18 that, and we will be moving forward in meeting  
19 with the city so that we can get that built in  
20 that area of town.

21                   Construction is underway on the  
22 University Place Phase 3. And of course that's  
23 that -- the site near Crump near the interstate,  
24 which you've probably seen when you go by there

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1 and --

2 MS. POLK: It's beautiful.

3 MS. PHILLIPS: Great. And then

4 construction is on the way for Phase 1 of Legends  
5 Park East. That's on the corner of Decatur and  
6 Poplar. It's part of the Legends Park site. And  
7 we are also in the next month or so -- in the  
8 coming weeks, as soon as the weather takes a turn  
9 for the better, we'll be looking at starting the  
10 first four model homes. These are home ownership  
11 units that will be available to families in the  
12 affordable housing category. Those houses will  
13 run from 85,000 to about 130,000. And down  
14 payment assistance can be available through the  
15 City of Memphis or the Housing Authority for  
16 families that qualify for the assistance.

17                   Legends Park commercial is a  
18 building that's also coming up on the -- it's  
19 being developed on the Legends Park site. It's  
20 fronting on Poplar near Pauline. What that  
21 contains is the bottom floor or the first floor  
22 is commercial and retail space, and then the  
23 upper floor will be 24 -- 26 -- excuse me --  
24 market rate units for people who live upstairs.

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1 And then they could very well shop or work  
2 downstairs. But that is part of the Legends Park  
3 site.

4                   Plans are also underway to develop

5 the next phase of Legends Park. The first phase  
6 being McKinley Park, which is an off site home  
7 ownership phase. The second phase is Legends  
8 Park East, which I mentioned, and then the third  
9 phase will be Legends Park West. And if funding  
10 is available, we'll also be looking at a senior  
11 facility on that site. The -- those are pretty  
12 much the activities that we have planned for  
13 Legends Park.

14                   Relative to Uptown, we'll submit a  
15 disposition application -- excuse me. We  
16 submitted it in October of '08, and hopefully  
17 we'll get HUD approval to dispose of -- through  
18 the sale of land as part of the Uptown -- you've  
19 seen where the Magnolia -- excuse me -- the  
20 Metropolitan is at the corner of Danny Thomas and  
21 Beale where you see about three or four acres of  
22 vacant land. We're in negotiations now to bring  
23 a drug store to that area. So that benefits this  
24 area, and it will be, you know, a close distance

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1 to you all.

2                   Also we're in negotiations with a  
3 local restaurant to locate -- a fast food  
4 restaurant to locate to that area as well, and a  
5 bank will be on the two blocks of vacant land.

6 We're going to -- we're also in discussions with  
7 St. Jude to purchase a site. And if that  
8 purchase goes through, then we'll be looking at  
9 bringing -- trying to attract a small grocery  
10 store to that area, and that's part of this area  
11 as well.

12 MS. POLK: Where is that  
13 shopping --

14 MS. PHILLIPS: The commercial  
15 retail center?

16 MS. POLK: The grocery store.

17 MS. PHILLIPS: All the activities  
18 that are planned on these two blocks. It's near  
19 the Chisholm Trail. Right now the -- what we  
20 call the west block is vacant, and there is a big  
21 sign up there advertising the housing for Uptown.

22 MS. POLK: Yes.

23 MS. PHILLIPS: So the services  
24 we're looking at bringing and negotiating with

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1 different businesses to come to this area is  
2 located on these two blocks at the corner of  
3 Mill -- you know, Mill and Danny Thomas.

4 MS. POLK: Right.

5 MS. PHILLIPS: It's located on  
6 that little strip.

7 MS. HARRIS: Great.

8 MS. PHILLIPS: It will be in the  
9 general area. So you'll see activity in that  
10 area in this plan year starting after July.

11 The general home ownership program  
12 guideline of the Housing Authority has three home  
13 ownership programs. The first one developed was  
14 at College Park. Those 70 homes sold in a matter  
15 of months, and we moved to develop in the Uptown  
16 area 110 houses. 101 of those houses have sold.  
17 We have 9 remaining. So we hope to either sell  
18 or convert those houses to public housing use.

19 The third home ownership program  
20 that we will be administering and participating  
21 in the development of is McKinley Park, and  
22 that's near Askew Place and Cleaborn Homes.  
23 We'll be developing in that area, and that will  
24 happen in the coming weeks. Those homes will be

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1 three and four bedrooms, again ranging from  
2 85,000 to about 130,000. And down payment  
3 assistance could bring the price of the home, the  
4 cost of the home, down for the buyer who is  
5 eligible for down payment assistance.

6 Just general guidelines for any of  
7 the home ownership programs that we are involved

8 with there is a minimum 1 percent cash  
9 contribution from the home buyer's savings. That  
10 could be the Family Self-sufficiency Program, the  
11 RISE Program or the home buyer's own savings.  
12 Completion of a qualified home ownership program  
13 or acceptable -- and acceptable employment and  
14 credit history are guidelines.

15                   The Section 8 Shape (phonetically)  
16 Program also is another home ownership program.  
17 The Section 8 voucher holder can convert their  
18 rental assistance voucher to a mortgage  
19 assistance voucher. And you must be a current  
20 voucher holder. The adult head of household or  
21 the spouse must have been continuously employment  
22 for one year, and the employment requirement is  
23 waived for the disabled family. The household  
24 income must be at least 14,100. And if -- the

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1 household income for a disabled Section 8 voucher  
2 holder is a minimum of 10,500, and they must also  
3 complete a home ownership training program.

4                   So those are the activities that  
5 we have or are participating in and hope to be  
6 able to make available in this plan year for the  
7 HOPE VI Program, under the Housing Authority's  
8 HOPE VI Program. So if you have any questions,

9 I'll be glad to try to address those for you.  
10 Thank you.

11 MR. PERRY: I guess I need to  
12 address your security. You wanted --

13 MS. POLK: Yeah.

14 MR. PERRY: Right. We do work --  
15 one of the things we do is we don't have -- in  
16 our developments that we manage -- this is  
17 privately managed, this particular development.  
18 We don't have 24 hour security. What we try to  
19 do is work with the Memphis Police Department.  
20 We work very closely with them. And if we have  
21 problems at our development, we do, in fact,  
22 contact them and ask them to do extra patrolling  
23 and so forth and check on it.

24 So we'll note your comment and see

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1 if we can't talk to them and see what they can do  
2 to assist us and assist you in your problem. Is  
3 there any more comments from anyone else? Is  
4 there --

5 MS. POLK: I was -- how is Wesley  
6 affiliated with -- I guess that's what I want to  
7 say -- with Memphis Housing? How do we work  
8 together?

9 MR. PERRY: All right. The

10 Housing Authority -- this is Wesley?

11 MS. PHILLIPS: Wesley -- excuse  
12 me. Wesley developed the property with the  
13 Housing Authority. We provided funding so that  
14 Wesley could develop the property, and we have a  
15 different developer. And that's what HOPE VI  
16 does, is that we have agreements with developers  
17 so that they can develop the property. And it's  
18 managed by Wesley, so they were part of the  
19 development and management and ownership team.

20 MS. HARRIS: Okay.

21 MS. PHILLIPS: And they own the  
22 site, but we do provide -- because there are  
23 public housing units, we do provide a subsidy to  
24 Wesley so that they can manage the property.

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1 MS. POLK: Ms. Phillips, I don't  
2 know if this question goes to you or not, but  
3 when we started out here at Wesley, we had lots  
4 of beautiful programs. And we had one person  
5 that we truly did love. His name was Ken Moss,  
6 and he handled all of our insurance, like I --  
7 insurance -- insurance and he handled all of  
8 those -- that kind of service for us.

9 And he had to be put somewhere  
10 else, and we all petitioned. We wrote our names

11 and whatever, and we called whoever. But don't  
12 start us out with these beautiful programs if  
13 you're not going to let us keep them. Come on,  
14 y'all.

15 MS. PHILLIPS: That's something  
16 that -- that's something that we can talk with  
17 your management about.

18 MS. POLK: Right.

19 MS. PHILLIPS: But they have -- if  
20 Ms. Partee wants to add anything to this --

21 MS. PARTEE: I did get the  
22 petition.

23 MS. POLK: Because I called you.

24 MS. PARTEE: I sent it to Wesley.

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1 I presented it to executive director, Robert  
2 Lipscomb. And what happened is when they first  
3 thought about building this facility, they did  
4 not think about providing a service  
5 coordinator --

6 MS. HARRIS: That's it.

7 MS. PARTEE: -- because we felt  
8 that this was an independent living facility and  
9 that you all were going to be the group that  
10 could really fend for yourselves, that you would  
11 know the resources in the community, that you

12 were going to be more able, that you weren't  
13 going to have those needs. But you fell in love  
14 with them.

15 MS. POLK: We did.

16 MS. PARTEE: And you got lazy.

17 MS. POLK: You shouldn't spoil us.  
18 You spoiled us.

19 MS. PARTEE: Because actually, you  
20 all can petition an agency to say, "Can you  
21 come" -- like a home health agency -- "Will you  
22 come three days a week and provide exercise  
23 classes?" A home health agency would be glad to  
24 do that, but you've got to participate.

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1 MS. POLK: Yeah, right.

2 MS. PARTEE: If you don't have but  
3 three people down here, they're not going to send  
4 the person over here to work with you.

5 THE RESIDENTS: No, no.

6 MS. PARTEE: You must have at  
7 least ten, and I can give you a list of  
8 agencies --

9 MS. POLK: Great.

10 MS. PARTEE: -- that can provide  
11 different kinds of activities for them. But you  
12 must participate. That's the problem.

13 THE RESIDENTS: Right. That's the  
14 problem.

15 MS. PARTEE: We'll get somebody in  
16 here, and it will go good for about a month.  
17 Then attendance will fall off.

18 THE RESIDENTS: That's right.

19 MS. PARTEE: And so it's not cost  
20 effective to send someone out here and you're not  
21 going to participate.

22 MS. POLK: You're right. You're  
23 right. That's right.

24 MS. PARTEE: When these facilities

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1 were built, we had a young lady who helped with  
2 the application process and all of that, and the  
3 Housing Authority paid for her. And we sort of  
4 twisted Wesley's hand that they would provide  
5 that service coordinator. But they hadn't  
6 budgeted for it.

7 MS. POLK: Okay.

8 MS. PARTEE: They didn't budget  
9 for it.

10 MS. POLK: Okay.

11 MS. PARTEE: So they kept him here  
12 as long as the money was available.

13 MS. POLK: Okay.

14 MS. PARTEE: Yeah. So we'll talk  
15 to them about considering it again.

16 MS. POLK: We loved him.

17 MS. PARTEE: But you all are lazy.  
18 You all are lazy. You've got to participate.  
19 Look at you, able bodied and -- look at you. I  
20 mean, what do you want? You've got cars out  
21 there. I didn't have nowhere to park.

22 MS. DAVIS: We definitely badly  
23 need a sign up. Everybody has got signs. Over  
24 there at Latham, they've got the prettiest sign,

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1 and they -- we don't have nothing. This building  
2 and they --

3 MS. PARTEE: We're talking --

4 MS. DAVIS: -- can't find it.

5 MS. PARTEE: We are going to do  
6 that. What kind of activities do you want? You  
7 want a dance?

8 MS. POLK: Yeah, we like dancing.

9 THE RESIDENTS: (Numerous  
10 residents talking at once.)

11 MS. PARTEE: You all can buy a  
12 Bingo game --

13 MS. POLK: Oh, we've got plenty of  
14 games.

15 MS. PARTEE: -- and have Bingo  
16 night. Look at this thing, this TV. I'm going  
17 to take it home with me. You can have movie  
18 night.

19 THE RESIDENTS: Sure.

20 MS. POLK: We've got one upstairs  
21 too.

22 MS. PARTEE: You can do this  
23 inside your housing. Form some committees.  
24 Let's say, "We're going to have movie night once

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1 a month. We're going to have dancing." We can  
2 get some aerobics.

3 THE RESIDENTS: (Numerous  
4 residents talking at once.)

5 MS. PARTEE: You all just want  
6 somebody else to come in and do it, and you can  
7 do it yourself. These are your better years.

8 MS. POLK: Retirement.

9 MS. PARTEE: But we -- because  
10 it's a part of our meeting today, we will discuss  
11 it with Wesley.

12 MS. POLK: Okay, thank you. Thank  
13 you. Ms. Phillips, make sure you beautify that  
14 front; okay?

15 MS. PHILLIPS: I wish I could do

16 that. I saw that art piece out there. See you  
17 all fooled us when we came over here last year --  
18 well, in '07.

19 MS. POLK: Right.

20 MS. PHILLIPS: You all did your  
21 own -- you know, you had your own little program.

22 MS. POLK: We do. We still have  
23 our residence counsel.

24 MS. PHILLIPS: I'm going to turn

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1 it back over to Mr. Perry.

2 MR. PERRY: Okay. We really  
3 appreciate you coming and your participation. If  
4 there's nothing else, we're going to let you go  
5 get back --

6 MS. PARTEE: Did everyone sign in?

7 MR. PERRY: I really appreciate  
8 it. I really, really enjoyed this, coming out  
9 talking to you.

10 MS. POLK: I did. I did.

11 MR. PERRY: We'll try to take care  
12 of those concerns, especially about your sign.  
13 We'll see what we can do about that.

14 MS. POLK: Yeah, we love Magnolia.

15 MR. PERRY: Okay. We'll consider  
16 everything you said, and Ms. Partee will also

17 consider the programs and so forth. We again  
18 appreciate your participation.

19 MS. RICHMOND: And I just want to  
20 say I want to thank the Memphis Housing Authority  
21 for allowing Wesley to -- and I do enjoy living  
22 at Magnolia. And thank you all so much for  
23 providing such a lovely facility for us.

24 MR. PERRY: She says she needs a

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1 name for the record. Your name?

2 MS. RICHMOND: I wouldn't have  
3 said nothing.

4 MR. PERRY: No, no, seriously  
5 though --

6 MS. RICHMOND: Bobbetta Richmond.

7 MR. PERRY: Okay. Let me say this  
8 to you. We have to consider all your comments.  
9 And in order to make sure we receive all your  
10 comments, we take them down on a recorder. We  
11 also send this document -- this is our annual  
12 plan and five year plan. This document goes to  
13 HUD, you know, so they have oversight over the  
14 Housing Authority to make sure that we do, in  
15 fact, go out and participate with residents and  
16 get your comments.

17 And I tell the residents some of

18 the things you ask for, we can't do. But one  
19 thing we will do, everything that you talk about  
20 in these meetings, we will talk about it,  
21 consider it and see what we can and cannot do.  
22 Some things, we're financially unable to do it.  
23 I would love to have in our developments 24 hour  
24 security at all the high-rises. We would love

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1 to, but financially we can't do it unfortunately.

2                   So we'll try to work, you know, in  
3 different ways, different things, cameras,  
4 security for that. But again, we appreciate you,  
5 and all your comments will be considered. Thank  
6 you for your participation.

7                   THE RESIDENTS: Thank you.

8                                   (Whereupon, the meeting  
9                                   concluded at approximately  
10                                  11:10 a.m.)

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C E R T I F I C A T E

STATE OF TENNESSEE:

COUNTY OF SHELBY:

I, LESLEY L. SPENCE, Court Reporter and Notary Public for the State of Tennessee at Large, do hereby certify that I reported in machine shorthand the above-captioned proceedings.

I HEREBY CERTIFY that the foregoing pages contain a full, true and correct transcript of my said Stenotype notes then and there taken.

I FURTHER CERTIFY that I am not an attorney or counsel of any of the parties, nor a relative or employee of any of the parties, nor am I a relative or employee of any attorney or counsel connected with the action, nor am I financially interested in the action.

I FURTHER CERTIFY that in order for this document to be authentic and genuine, it must bear my original signature and my embossed notarial seal and that any reproduction in whole or in part of this document is not allowed or condoned and that such reproductions should be deemed a forgery.

THEREFORE, witness my hand and my official seal in the State of Tennessee on March 1, 2009.

---

LESLEY L. SPENCE  
Court Reporter and  
Notary Public at Large

20

21 My Commission Expires:

22 June 29, 2010

23

24

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MEMPHIS HOUSING AUTHORITY  
FY2005-2009 PHA PLAN  
&  
ANNUAL PLAN FOR FY2009  
DEVELOPMENT HEARING

5

BARRY TOWERS

6

Wednesday, February 11, 2009

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Memphis, Tennessee 38174

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APPEARANCES

3

4

MHA LEGAL COUNSEL:

5

MR. GREGROY PERRY

6

7

CAPITAL IMPORVEMENT NEEDS:

8

MR. MICHAEL SWINDLE

9

10

PHA COMMUNITY SERVICE  
and SELF-SUFFICIENCY  
PROGRAMS:

11

12

MS. JACQUELINE PARTEE

13

14

HOPE VI GRANTS  
DISPOSITION:

15

MS. LURETHA PHILLIPS

16

17

RESIDENT MANAGER:

18

MS. TAYLOR

19

ASSET MANAGER:

20

MR. NELMS

21

22

REPORTED BY:

23

MS. CATHY A. HASTINGS-NICKELSON  
Court Reporter, CCR, RPR

24

1 MEETING COMMENCED AT APPROXIMATELY 2:07 P.M.

2

MR. PERRY: My name is Gregory Perry.

3

4 On behalf of Mr. Robert Lipscomb, executive  
5 director of Memphis Housing Authority, we welcome  
6 you once again to our Annual Five-Year Plan  
7 meeting.

8

9 This is the time of year, as you know,  
10 when we come out to all these developments and  
11 discuss with you our Annual Five-Year Plan to get  
12 any ideas, suggestions that you might have. Since  
13 the last time we were here, you've had heaters  
14 installed. I just noticed that.

15

16 Once again, we welcome each of you for  
17 coming out. We really appreciate your coming out.  
18 We're going to get started. Ms. Partee has the  
19 agendas and she's on her way, I'm sure.

20

21 Again, my name is Gregory Perry and I'm  
22 going to discuss -- jump right into it today --  
23 discuss some of the changes that we're proposing in  
24 some of the documents that are attached to the  
Annual Five-Year Plan. Everyone put their cell  
phones on vibrate. That might help to switch them  
I guess I should put mine on vibrate, also.

25

Now as you know, the Annual Plan is a

1 document that the Housing Authority each year puts

2 out for public comment, which provides for a road  
3 map for the year and five years. This year some of  
4 the changes we proposed -- not that many changes  
5 that we're going to propose for the lease  
6 agreement.

7           One of the changes in the lease agreement  
8 is the one that I'm going to go over which is going  
9 to -- what you need to know about, which will  
10 affect you, and the change that we're going to have  
11 is a new provision regarding the abuse of alcohol.

12           What that means is for those of us who  
13 drink alcoholic beverages, that we cannot abuse  
14 whatever it is that we're drinking, meaning that  
15 whatever liquor you're drinking, you have to be  
16 able to hold whatever you're drinking. That's the  
17 bottom line.

18           So if alcohol will cause you to act  
19 irresponsible and disturb your neighbors, the  
20 privacy of your neighbors, then you don't need to  
21 drink because if you do that and your manager finds  
22 out that you've been drinking and cutting up and  
23 disturbing your neighbors, then she's going to  
24 issue a lease termination to you.

5

1           That's the major change in the lease.  
2 That's the one we added and that's a change  
3 required by the regulations. The regulations  
4 basically tell the Housing Authority what we should

5 have, including our lease agreement. The HUD  
6 regulations require us to have a provision  
7 regarding the abuse of alcohol.

8           So it's okay for you to drink, you just  
9 can't abuse alcohol and disturb your neighbors when  
10 you do that. So if you drink and do not disturb  
11 anyone in the house, that's fine, but if you drink  
12 and come out and you start getting loud and disturb  
13 your neighbors, that's a problem. The lease  
14 agreement, there's going to be a clause in there  
15 that if you do that, you're going to be subject to  
16 being evicted for doing that.

17           Does everyone understand that?

18           (Residents respond affirmatively.)

19           MR. PERRY: Is that clear?

20           (Residents respond affirmatively.)

21           MR. PERRY: All right. So I don't want to  
22 see any of you again in court regarding a lease  
23 termination because you were drinking and you got  
24 outside down in the lobby and you started hollering

6

1 and acting silly and making a lot of noise and  
2 disturbing everyone. Mr. Perry does not want to  
3 see you in court ever regarding that, but that's  
4 one of the changes.

5           The next document which is attached to the  
6 Annual Plan, I'm going to start with that. You're  
7 familiar with this document. We also have what we

8 call a pet policy and you are allowed to have a pet  
9 if you pay the pet deposit, get your pets licensed  
10 and take care of your pets and so forth. So we  
11 have a pet policy.

12 UNIDENTIFIED SPEAKER: My name --

13 MR. PERRY: Let me say this, first --  
14 she has the right -- everyone may speak, but if you  
15 can wait until I get through, write them down and  
16 after I talk about a topic, I will let you discuss  
17 it with me, but --

18 UNIDENTIFIED SPEAKER: How much is  
19 the pet deposit?

20 MR. PERRY: I'm going to go over it.  
21 Let me say this, when you get ready to speak, you  
22 have to speak one at a time; you have to raise your  
23 hand; you have to be recognized because we have a  
24 court reporter and she's taking everything down.

7

1 You reminded me of that.

2 Let me finish about the pet policy and  
3 then I'll take each person. We have a pet policy.  
4 The pet policy requires you to put down a deposit.  
5 The deposit is currently 300 dollars if you're  
6 going to have a pet.

7 You have to get the pet licensed, have to  
8 come to the office and do a lot of things regarding  
9 that. You have to put a deposit. There's things  
10 you have to do. You can't just have a pet.

11 There's a \$300 deposit, number one. Come down,  
12 talk to your manager, tell her what type of pet you  
13 have and she'll look at it.

14 Now the change in the pet policy is this:  
15 If, in fact, you have a disability which requires  
16 you to have some type of assisted animal, then  
17 there is no deposit for that.

18 The doctor says -- for instance, if  
19 someone is visually impaired, they have to have a  
20 dog to get them around, okay? The doctor says they  
21 need that to assist them. Then they don't have to  
22 pay the deposit. Do you understand that? That's  
23 the pet policy.

24 Your name?

8

1 MS. LIBBY: Libby, I'm in 714.  
2 Speaking of this pet policy, when I moved in, I  
3 didn't bring my pet with me because I got some  
4 birds, so I notice on my policy it didn't say  
5 nothing about birds.

6 So is that going to change?

7 MR. PERRY: The pet policy does say  
8 something about birds. See your manager, she'll  
9 explain that to you. The pet policy does say  
10 something about birds. See your manager. It  
11 covers all pets.

12 Give me your name.

13 (Inaudible) You said something about

14 alcohol, but you didn't say nothin' about drugs.

15                   MR. PERRY: I'm sorry. The reason  
16 why I didn't say anything about drugs is because  
17 drugs are already prohibited. Any illegal drugs,  
18 you already know, you can't have.

19                   If you get caught with marijuana, which is  
20 illegal, cocaine, any of those type of drugs or any  
21 other type of drug, crack, all those things,  
22 Mr. Perry doesn't know them all, but if they are  
23 illegal, if they are a drug, you will be evicted if  
24 you get caught and issued a termination notice, if

9

1 you get caught.

2                   Some people may be doing it and don't get  
3 caught, but sooner or later they do get caught, one  
4 way or another, but if you get caught, you will be  
5 issued a termination notice.

6                   If someone in your apartment is -- has  
7 drugs on them and you invite them in and they get  
8 caught, then more than likely you will get a  
9 termination notice, too. Everyone understand that?  
10 Drugs is a no-no. So if you get caught, it's  
11 automatic.

12                   MR. MIMS: Mr. Perry, Derrick Mims.  
13 There's been several arrests made in this building  
14 and on the same resident, and they're still here.  
15 So what's the situation on that?

16                   MR. PERRY: Let me say this, I don't

17 know why the resident got arrested or what they got  
18 arrested for; I don't know that. I'll say this,  
19 because you got arrested, if you did get arrested  
20 and we know that somebody sees you with something,  
21 it's going to happen.

22           You're going to get a termination notice  
23 if we know about it, and I want to talk about that  
24 in just a minute about the arrest. If we know

10

1 about it, then something's going to happen, okay?  
2 Sometimes they get arrested and we don't know about  
3 it and we're going to talk about that in just a  
4 minute, okay?

5           If we know that you've been involved in  
6 drugs, your manager knows, and you've been involved  
7 in drugs and we can prove that you're involved in  
8 drugs, you get a lease termination. Now because  
9 someone says it, and so forth, you may not, but if  
10 we have clear-cut evidence that you're involved in  
11 drugs, then you're in trouble.

12           MR. MIMS: The clear-cut evidence is  
13 the police report. Every time you're arrested,  
14 there's a police report.

15           MR. PERRY: I understand there's a  
16 police report, but because the police said you did  
17 something, unfortunately doesn't mean that you did  
18 it. You still have to go to court.

19           Because they said you did it, doesn't --

20 think about O.J. They said O.J. killed somebody  
21 and the Court found he didn't do it. Now that's  
22 what they said. He went to civil court, again, and  
23 they found out that he did do it. But it's two  
24 different things, criminal court and civil court.

11

1 You would go to civil court with me.

2 I'm not concerned whether or not he's  
3 convicted in criminal court for drugs, doesn't make  
4 any difference. All the Housing Authority wants to  
5 show is that you had the drugs. You can go to  
6 criminal court and get off, but still get evicted,  
7 but we still have to prove that you had the drugs.  
8 That's the amount of proof. So if we know you've  
9 got the drugs; there's a lease termination notice.  
10 That's the bottom line for everybody, you know.

11 UNIDENTIFIED SPEAKER: Who did you  
12 say I have to talk to about the pet lease?

13 MR. PERRY: Your manager. Who is  
14 your manager? Ms. Taylor. For all you who don't  
15 know, Ms. Taylor is your manager of this building.  
16 See Ms. Taylor.

17 Let me say this before I go a little bit  
18 further: If, in fact, you have some personal  
19 issues regarding your maintenance or something  
20 that's personal to your specific apartment that  
21 doesn't involve the Annual Plan, something you want  
22 too get done, Ms. Taylor is going to make herself

23 available after this meeting and she's going to  
24 take down all of those problems that you have. Her

12

1 foreman will probably be with her, too, to deal  
2 with those, but we will deal with those after this  
3 meeting. She'll take them down.

4 Now let me go to -- back in the back.

5 MR. TAYLOR: My name is Lawrence  
6 Taylor, what about can we get cable?

7 MR. PERRY: I'm going to, I guess,  
8 try to address that after I get through with my  
9 next -- we'll talk about that after I get through  
10 my Annual Plan. I assume that y'all -- that's  
11 probably legitimate. We'll talk about it after the  
12 Annual Plan. But you would like to have cable.

13 UNIDENTIFIED SPEAKER: Excuse me,  
14 Mr. Lipscomb was here and he had said that they was  
15 in -- we was in the thing of getting Com --  
16 whatever you call it, Comcast.

17 So when the truck was outside I asked them  
18 personally to see did we get the contract and they  
19 said yes, so we can get cable.

20 MR. PERRY: I don't know. Did  
21 Comcast come through here?

22 MS. Taylor: No.

23 UNIDENTIFIED SPEAKER: I asked them.

24 MR. PERRY: To be honest with you, I

13

1 don't think Comcast is going to come in here and  
2 put the money in to wire this entire building.

3 UNIDENTIFIED SPEAKER: What's with  
4 the wires behind my couch --

5 MR. PERRY: They won't work

6 UNIDENTIFIED SPEAKER: -- that used  
7 to pick up two and they won't pick up two anymore.

8 MR. PERRY: They don't work and I  
9 don't know what's going to happen with digital, so  
10 I guess we're going to have to wait and see what's  
11 going to happen with digital.

12 I really have to find out about digital,  
13 but we'll take your comments about cable and I'll  
14 note that for the record that you want cable.  
15 We'll take those comments. We'll consider it,  
16 okay? That's part of the Annual Plan and we'll  
17 consider that.

18 UNIDENTIFIED SPEAKER: (Inaudible.)

19 MR. PERRY: I'm going to say this one  
20 more time, the signal, the antenna on top, with the  
21 new digital coming in, there's not going to be  
22 anymore antennas on TVs. It's going to be digital  
23 and you have to get a converter box to do it.

24 I'm not sure what effect that's going to

14

1 have on the highrises. We need to look into that,  
2 and will look into it, as to what effect the new  
3 digital reception going to have because all the old

4 TVs that we had five or six years ago are not  
5 analog and are not going to work come June.

6           In June they won't work. So we'll have to  
7 look into that, what effect is digital going to  
8 have. If you have a converter box, is the digital  
9 going to come through now? I don't know that.  
10 We're going to have to look at that, but right now  
11 I understand you can get reception because of  
12 analog, but that antenna up there is analog and  
13 it's not going to work.

14           I do believe that's what's going to happen  
15 because we're going to digital now, but, again, we  
16 will look into that, to the reception with the new  
17 TVs that's coming, the new digital. Yes?

18           UNIDENTIFIED SPEAKER: Are we going  
19 to get back on where you started about the alcohol  
20 and --

21           MR. PERRY: All right. Thank you.  
22 He wants to get started back on this presentation.  
23 I finished the pet policy. Let me go to one more  
24 thing and I'll recognize the person with their hand

15

1 up.

2           Grievance procedures, no change on that.  
3 No more changes to the lease agreement that we  
4 recommended, but the other change, to get back to  
5 what he was talking about, that's a change in your  
6 ACCOP Agreement.

7           As you know, each year you get  
8 recertified, correct? You come in, tell us your  
9 income; whether or not you've got a job; increase  
10 of family members, all those type things about you,  
11 that's once a year you do that, right?

12                   (Residents respond affirmatively.)

13           MR. PERRY: Now when that's done,  
14 starting now, basically that's going to happen  
15 ACCOP is we're going to do what we call a  
16 background check. That means that each year --  
17 those of you when you first come to public housing  
18 in the ACCOP, that's the policy which governs you  
19 from the time you enter public housing until the  
20 time you leave public housing. That's another  
21 thing the Housing Authority has to go by.

22                   But ACCOP says when you first come into  
23 public housing we will do a background check and  
24 that background check goes back three years. We do

16

1 send them off to the law enforcement office and  
2 they'll run your social security and your name to  
3 see if you've been arrested and convicted of a  
4 crime. Certain crimes can't be in public housing,  
5 so we do that check. That's when you first come  
6 in.

7           So once you get here, if you do something  
8 after that, we probably wouldn't know it unless we  
9 see it in the newspaper or someone told. Most the

10 time somebody's going to tell it. But now when you  
11 get recertified each year, annually, we're going to  
12 do a background check. That's at least going back,  
13 one year back.

14           So from the time you got recertified the  
15 last time up to the time you get recertified again  
16 and we do another criminal background check and you  
17 get arrested and convicted, we'll find out about it  
18 because we do a criminal background check every  
19 year because you get recertified every year; do you  
20 understand that?

21           (No response from residents.)

22           MR. PERRY: Now that's one policy  
23 with a major change. They'll pick up the people  
24 who are, in fact, committing crimes that move into

17

1 public housing after we've done a first background  
2 check.

3           Also, we have an agreement with the police  
4 department that they are supposed to provide us  
5 with their arrest records. As I said, arrest  
6 records are much different than a conviction, but  
7 they're going to run each of our residents through  
8 their computer to see if the police have, in fact,  
9 arrested one of our residents or Section 8  
10 residents and they will let us know that.

11           And usually -- it should be every day, but  
12 the computer has a little glitch in it so now it's

13 about every three months. They'll send a report, a  
14 quarterly report, of every one that's been arrested  
15 and because you're arrested -- that's not an arrest  
16 for anything.

17           For instance, if you have to pay child  
18 support and you get arrested, some things we can't  
19 do anything about. I would advise you to pay your  
20 child support if you have an order to pay it. If  
21 you don't pay it and you get arrested, it's not  
22 grounds for eviction.

23           Say, for instance, you get arrested for  
24 drugs, we will know that. So when we get the

18

1 arrest report that says so-and-so is arrested for  
2 drugs, then we have someone that's going to  
3 investigate that and they'll look into it and see  
4 what happened in this arrest and try to get some  
5 facts regarding that arrest.

6           That way we'll find out about anyone who  
7 has been involved in things that are a violation of  
8 the lease agreement. Drugs is a violation of the  
9 lease agreement.

10           If you're arrested for alcohol on the  
11 premises in the middle of the night when the  
12 manager is not here, then in the future that would  
13 be a violation because that's abuse of alcohol if  
14 you get arrested for disturbing the peace.

15           If you disturb the peace, you're

16 disturbing the neighbors, so that would be a lease  
17 termination and we would know that by the arrest  
18 report. So we get that daily, but for some reason  
19 the daily arrests is not picking up, but they do  
20 report quarterly which is a little bit better.

21           But at 12 o'clock my e-mail goes off  
22 telling me if there are any arrests in public  
23 housing every night because they send it off  
24 through their computer. The computer runs a search

19

1 with your name and social and if it hits, they'll  
2 make a record of it, okay? That's another change.

3           I think I've covered most of my changes.

4 Yes, ma'am? Your name?

5           MS. WARD: Alice Ward, 1207. My  
6 problem is y'all by-laws where you say if you do  
7 this; you're terminated; if you get caught doing  
8 this, you're terminated and your lease is  
9 terminated; if you get caught fighting on the  
10 premises, your lease is terminated.

11           There's been a whole lot of people  
12 stabbed, beat on the head and everything and them  
13 people are still here. So if I slap somebody, you  
14 can't put me out for the lease agreement.

15           MR. PERRY: Well, let me say this,  
16 there's a whole lot of people that do things and --

17           MS. WARD: But not the same people  
18 over and over again and they're still here.

19 MR. PERRY: All I can say is if  
20 they're doing that and they don't get caught and  
21 nobody brings it to anybody's attention, it might  
22 happen, but the ones that get caught and brought to  
23 their attention, some of them end up in court.

24 I go to court myself, that's the reason I

20

1 know. Sometimes, you know, I feel sorry for some  
2 of the people. I think they're going to have to  
3 evict two older ladies for fighting and I feel real  
4 bad because everybody cleared it up after it  
5 happened, but I know it does, in fact, happen and I  
6 feel really bad about these two older ladies.

7 I don't know why they were fighting  
8 anyway, but they did get into it and they had to be  
9 evicted. They whined at me and the court had to do  
10 it. I do know it happens, so if you get caught up  
11 in the circumstances and we find out about it, most  
12 likely it's going to happen.

13 Now you may not get caught. At 1:00 at  
14 night and y'all get in a fight and we don't hear  
15 about it, you're right because the manager's not  
16 going to be here at one or two o'clock in the  
17 morning. When the manager hears about it,  
18 something's going to happen. I guarantee you  
19 that.

20 UNIDENTIFIED SPEAKER: I want to talk  
21 about other people living with other people. It;s

22 not the residents all the time because it's  
23 residents they bring in their home to live with  
24 them, subleasing. That causes a lot of trouble.

21

1 MR. PERRY: One of the things you can  
2 do -- we do have a hotline.

3 MS. WARD: It don't work.

4 MR. PERRY: What's the hotline  
5 number?

6 MS. WARD: It do not. I called it  
7 Saturday night and they played me music. They  
8 ain't saying nothin; they playing music

9 UNIDENTIFIED SPEAKER: What'd you say  
10 that number was?

11 MR. PERRY: 544-1170. Let me say  
12 this right here, let me give you my hotline  
13 number. My hotline number is 544-1862.

14 Now let me tell you this, the other  
15 hotline number and you can have my number, talk to  
16 me. If you have something you want to hold in  
17 confidence, Mr. Perry will hold it in confidence  
18 and pass it on and you have your manager here and  
19 your case manager, customer service.

20 So if you don't want to talk to any of  
21 those people, you can talk to the attorney. He  
22 will keep it in confidence and just tell me to have  
23 somebody look into it. Just tell me what happened  
24 and we'll investigate, I promise you that. I can't

1 promise that person is going to be evicted until we  
2 have proof.

3 MS. JOHNSON: Dorothy Johnson, 406.  
4 An incident happened to me over a year ago. It was  
5 reported to the office. That person was arrested.  
6 End of conversation. Nothing has happened. I  
7 bring this up in every meeting. Nothing has  
8 happened.

9 I've talked to -- can't think of the other  
10 man's name: Well, I'm going to check into it; I'm  
11 going to talk to Ms. Taylor. I went in and talked  
12 to Ms. Taylor. Nothing.

13 MR. NELMS: We're all very familiar  
14 with that situation.

15 MS. JOHNSON: Well, you haven't done  
16 anything about it.

17 MR. NELMS: Where is the police  
18 report?

19 MS. JOHNSON: Y'all told me you were  
20 going to get the report.

21 MR. NELMS: No, ma'am.

22 MS. JOHNSON: Yes, you did; yes, you  
23 did.

24 MR. NELMS: no, ma'am.

1 MS. JOHNSON: Ms. Taylor, did you not

2 tell me that you --

3 MS. PERRY: That's something --

4 MS. JOHNSON: Let me finish.

5 Ms. Taylor, didn't you say that you were going to  
6 get somebody at Memphis Housing Authority; that  
7 they were going to get their own report when I  
8 asked you could I go and get the police report?

9 MS. TAYLOR: They have report and  
10 will send it to you.

11 MR. NELMS: If they have a report,  
12 they will send it to our security department, our  
13 legal department and we will all get a copy of it,  
14 but they did not send a report.

15 MS. JOHNSON: Zero tolerance,  
16 whatever, if they didn't send it and this incident  
17 happened, how come y'all didn't try to get the  
18 report?

19 MR. PERRY: Let me say this, we can  
20 look at your report to see what happened.

21 MS. JOHNSON: They know because I've  
22 told them.

23 MR. PERRY: But, again, suppose you  
24 get an arrest report. In this situation someone

1 was arrested and you should know about that, too.

2 MS. JOHNSON: I haven't heard from  
3 those people in the criminal justice and that's  
4 been over a year. That's not our problem, they

5 said; can I get the report; somebody's just not  
6 doing their job. Simple as that.

7 MR. PERRY: We should be getting  
8 reports.

9 MS. JOHNSON: It's been over a year.

10 MR. PERRY: I don't know about the  
11 year.

12 MS. JOHNSON; I know about it because  
13 I know what happened to me so I know.

14 MR. PERRY: I will look into your  
15 situation. That's the first I heard of it, but I  
16 will look into it. The problem with your case is  
17 this right here, if somebody's been arrested and  
18 you don't go to court and testify in court,  
19 criminal court, against them that they assaulted  
20 you and they get convicted, which makes it a lot  
21 easier for us if that happens -- the best way to  
22 look at this is whether or not this person was  
23 arrested, doesn't mean they did it. They can get  
24 arrested, the case goes to court and it gets

25

1 dismissed. If that's the case then, you know...

2 MS. JOHNSON: I had a witness and she  
3 passed, died. What's the name, the white girl.

4 MR. PERRY: That's what I'm saying,  
5 because somebody is arrested doesn't mean that  
6 they're guilty. Everybody's got two sides to their  
7 story. Hotline number, this goes directly to

8 security, 544-1363.

9 MS. WARD: Mr. Perry, every time I  
10 call you, a recording come up; every time I call  
11 you.

12 MR. PERRY: You have my number. I  
13 have an open-door policy. I will see you. My  
14 office is open.

15 MS. JOHNSON: I will be visiting you  
16 real soon.

17 MR. PERRY: My office is open and  
18 I'll come down and talk to you. Again, if any  
19 resident invites me over, I'll come. Okay? If any  
20 resident wants me to come, my door is always open.  
21 You can come to my office any time.

22 Now that is all I have on the changes and  
23 now we're going to have Ms. Partee come up and talk  
24 about self-sufficiency.

26

1 MS. JOHNSON: Let me ask a question  
2 right quick. What is zero tolerance? That's what  
3 we're supposed to have here. What's zero  
4 tolerance?

5 MR. PERRY: The One Strike Policy  
6 goes like this, whether it's drug violations or  
7 criminal activity, you're going to look at the case  
8 and take all the circumstances involved in the  
9 case, what happened, and then make a decision to  
10 terminate or not terminate.

11           The One Strike Policy you're not  
12 automatically terminated. You look at the  
13 situation; you may not be terminated, but you're  
14 going to look at the facts that happened and then  
15 make a decision.

16           But now if somebody gets convicted of  
17 drugs, it's almost like a doorway out. If somebody  
18 gets to fighting, there's two sides to every  
19 story. Ms. Partee, you're up next.

20           UNIDENTIFIED SPEAKER: I want to ask  
21 about them cameras. When the cameras would be on,  
22 we can see people when they let somebody in and  
23 out. Like we might would have seen something if we  
24 know who it was, but the cameras ain't on either.

27

1           MR. PERRY: I guess that's safety and  
2 security. My thing is the cameras, we're going to  
3 work on those cameras. We're going to try to get  
4 the cameras fixed if they're broken, security  
5 measurements. I'm going to cover security right  
6 now on the agenda.

7           We're not going to have 24-hour security  
8 on these highrises, okay? Unfortunately we don't  
9 have the funds to do 24-hour security every day,  
10 every day. But what we're trying to do now is at  
11 certain times of the month, we're going to try to  
12 provide security.

13           UNIDENTIFIED SPEAKER: So we're not

14 going to get the cameras?

15 MR. PERRY: The cameras, yes. The  
16 cameras are going to have to be fixed, so we're  
17 going to go probably with more cameras and better  
18 cameras because we can't have 24-hour security.  
19 We're going to have to do the same thing --

20 UNIDENTIFIED SPEAKER: A lot of us  
21 see stuff and report it, you know, people coming in  
22 that don't stay here and going in and out --

23 MR. PERRY: We agree with you on that  
24 and we're going to do those type of things. So we

28

1 can't have just actual, physical presence; no  
2 actual guard is going to be at the front desk 24  
3 hours a day simply because we can't afford that.  
4 So the cameras are probably the next best thing.

5 We're talking to people now about  
6 different ideas on the cameras and the systems.  
7 We'll probably improve the system that you have now  
8 where the camera picks up a very nice image of  
9 whoever is doing what. So that's going to be  
10 correct. Now let me go to --

11 UNIDENTIFIED SPEAKER: When they  
12 finish Dixie Homes is there any kind of way some of  
13 the residents can go back to Dixie Homes that were  
14 transferred? I've been there over six years.

15 MR. PERRY: Let me say this about  
16 Dixie Homes and Hope IV projects, when we tear down

17 a project, demolish a project, and we build back on  
18 that project, we do what we call -- there's too  
19 many units that are under development so you don't  
20 have a lot of people there.

21           So there will not be as many units as was  
22 there before. Which means that everyone that left  
23 Dixie Homes will not go back to Dixie Homes. What  
24 we do have is that if you were at Dixie Homes and

29

1 at the time that we went in and demolished your  
2 unit, they gave you a questionnaire, came out and  
3 did a relocation.

4           The relocation asked you: What do you  
5 want to do; where do you want to go? You say, I  
6 want to return back to Dixie Homes. I don't know  
7 whether you did that or not, but on your return  
8 back to Dixie Homes -- because we have what we call  
9 mixed finance development, not purely public  
10 housing, there are certain requirements that you  
11 have to meet.

12           Between the time that Dixie Homes was torn  
13 down and you coming back, you have to meet these  
14 requirements. You have to make sure that wherever  
15 you're staying now, you're paying your rent on  
16 time.

17           MS PARTEE: That you're being case  
18 managed.

19           MR. PERRY: Ms. Partee said you have

20 to be case managed. Also, when you go back to a  
21 mixed finance, unless you are disabled or over the  
22 age of 62, you have to come back in there with a  
23 job. So the Case Management is trying to get you  
24 ready to get a job.

30

1           If you have a disability or you're over  
2 62, you don't have to meet that work requirement,  
3 but, otherwise, in all the mixed finance  
4 developments, if the individuals come back, they  
5 will be case managed; when they come back they have  
6 to have a job.

7           And the reason why is because for the  
8 mixed finance development to succeed there has to  
9 be some income, otherwise it will not work, okay?  
10 So that's -- meet those requirements, you're fine.

11           So basically any individuals who are  
12 working want to go back to Dixie Homes, they'll be  
13 fine. And those senior citizens and disabled, when  
14 they come back, they'll be allowed to go.

15           UNIDENTIFIED SPEAKER: Just briefly.  
16 I have 160 -- I've stayed there 13 years. I never  
17 missed a payment. I'm just saying, do my credit  
18 follow me anywhere since I've been in the  
19 development this long?

20           MR. PERRY: Right.

21           UNIDENTIFIED SPEAKER: Because I  
22 don't want to -- don't get me wrong, I can protect

23 my home. That's no problem. That's what the law's  
24 for, I understand that now.

31

1           But I want you to see, check in on it,  
2 because I did sign a paper and she said I had to  
3 get through in November and I can get a transfer.  
4 I'm asking you because you're supposed --

5           MR. PERRY: I'm going to tell you how  
6 it's going to work with mixed finance.

7           UNIDENTIFIED SPEAKER: I just want to  
8 be in a safe place. Like I said, I can pay the  
9 same; wouldn't matter where I go, but I want to  
10 come from out of here. I can understand. To be  
11 honest with you, everybody needs protection here.

12           I'm going to be honest with you, I don't  
13 want nobody disrespecting nobody, but don't get me  
14 wrong, sometimes we take things in our own hands  
15 before we know it but they ain't coming up in here  
16 runnin nothin. I thought maybe I'd leave that with  
17 you.

18           MR. PERRY: That's fine. All right.  
19 I have covered security, self-sufficiency --  
20 Ms. Partee is totally hoarse. She's been sitting  
21 here shouting, or whatever, but she's hoarse, so  
22 I'm going to cover community services first.  
23 That's very important.

24           Let me go over this. For anyone who is 62

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1 years of age and for all individuals who are  
2 disabled due to a disability; cannot work, the  
3 doctor says they can't work, then you don't have to  
4 do community services; you're exempt from community  
5 service; do you understand that? So 62 or older  
6 and you have a disability which keeps you from  
7 working, then you don't have to do community  
8 services.

9 Now for everybody else who is under 62 and  
10 does not have a disability which keeps them from  
11 working, you have to eight hours per month of  
12 community services. If you do not do your eight  
13 hours of community services, ultimately you're  
14 going to get a lease terminations notice for not  
15 doing community service.

16 Eight hours of community service is very  
17 easy to do. You can do it at the church; do it  
18 MIFA; you can do it with your resident association;  
19 you can do it a million different places.

20 UNIDENTIFIED SPEAKER: We can do it  
21 here, right?

22 MR. PERRY: Right. If the resident  
23 association, you have a floor captain, yes.

24 UNIDENTIFIED SPEAKER: I'll be 62 in

1 May. I put in for a place to stay. You know, I've  
2 been here six years. I put in for a place to stay  
3 two years ago, I got the application. I ain't

4 heard nothing from them, okay? I went through a  
5 lot of things with ladies -- you know, I had  
6 problems in here; I'm ready to go.

7           Who do I see? I'm going to be 62 in May;  
8 who do I see?

9           MR. PERRY: You need to see  
10 Ms. Taylor. Listen very carefully, when you get 62  
11 you talk to this lady right here. That's what you  
12 need to do.

13           UNIDENTIFIED SPEAKER: You said under  
14 62 still on benefits but you're disabled, do you  
15 still have to work eight hours?

16           MR. PERRY: No, if you're under 62  
17 and you are disabled, you're not able to work  
18 because of a disability, you didn't have to do  
19 community services.

20           MS. TAYLOR: But you must have a  
21 doctor's statement if you're unable to work.

22           MR. PERRY: So you have to have a  
23 doctor's statement saying that because of your  
24 disability, you're unable to work. Because some

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1 people have a disability that allows you to work  
2 and we don't know that, all right?

3           So if you have a disability but you can't  
4 work, then only the doctor can tell us that. Do  
5 you understand that now? For those of us who don't  
6 have a disability, eight hours of community

7 service. Most do it.

8           The Department of Housing Authority is a  
9 HUD requirement and a requirement really by  
10 Congress, that's a New Housing Act requirement.  
11 HUD put that in when they passed the New Housing  
12 Act. That's community services.

13           Now some of the services the Housing  
14 Authority offer, for instance, you might be aware  
15 of in some of the developments MIFA provides for  
16 home meals delivered to the elderly five days a  
17 week. We have that. MIFA will make the  
18 determination whether you get it or not. This is a  
19 MIFA program.

20           We also have home, very important,  
21 homemakers that come in and assist, perform light  
22 housekeeping. You have that. So, you know, in  
23 your lease agreement you have to keep your unit in  
24 accordance with the lease agreement. If you can't

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1 do that because of a disability, then you need to  
2 contact the homemakers and you can see Brenda so  
3 you don't have a problem.

4           I want to say this, do it on the front end  
5 because I hate to get you in court and then at the  
6 time you come to court: Well, she was unable to do  
7 it because she had a disability or she just  
8 couldn't do it. Get assistance before it gets to  
9 the point where you're being terminated and that's

10 the point you reach and have to start then trying  
11 to work this out. I wanted to point that out.

12 We also have in two of the highrises and,  
13 again, you can talk to your service coordinator  
14 about trying to get some of these services here,  
15 but Jefferson Square and Borda Towers they have  
16 clinics and they take your blood pressure, and so  
17 forth. They do that five days a week.

18 MS. PARTEE: It's closed.

19 MR. PERRY: Oh, it's closed? The  
20 clinic is closed. Did you like the clinic?

21 (Residents respond affirmatively.)

22 MR. PERRY: Ms. Partee says the  
23 Regional Medical Center provides that and they --  
24 since you like it, since you made that comment you

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1 like it, maybe we can find someone else to provide  
2 those services. Not to say we can, but that's what  
3 these meetings are about. We want to know that you  
4 would like something like that. So your comments  
5 are you would like to have the medical blood  
6 pressure clinic back.

7 UNIDENTIFIED SPEAKER: We signed a  
8 petition a few months ago. We petitioned for the  
9 services here and I think we passed that on to  
10 Ms. Partee. There was a petition because I got the  
11 petition and we did pass it on to Ms. Partee.

12 MR. PERRY: Okay, and now we're going

13 to pass it on to the Annual Plan, Five-Year Plan.

14 MS. PARTEE: I'm going to strain my  
15 voice. If we provide a service that you don't  
16 utilize, we're going to lose it. That's what  
17 happened with the clinic. They were not being  
18 utilized. The Med would call me every week to say  
19 nobody's coming to the clinic.

20 So it wasn't cost effective. They were  
21 paying two staff people to come here and the plan  
22 was to increase the days that they came, but  
23 instead because it wasn't used, they stopped the  
24 program. As a matter of fact, they stopped it and

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1 I didn't know it.

2 When I found out, I walked to the Med from  
3 the Housing Authority and met with them and they  
4 said they could not afford to have a clinic when  
5 they were not providing services to more than 16  
6 people a month. If you look in the news, you'll  
7 see that the Med is in trouble.

8 MR. PERRY: We'll try -- if you're  
9 going to use it, we'll try to do something. This  
10 is what the Annual Plan is about. If you're going  
11 to use it, we'll try to do it. That's all we can  
12 do. If you want some things, tell us what you  
13 want. If we can do it, we'll let you know; if we  
14 can't, we'll let you know.

15 HUD is going to look at the Annual Plan,

16 see your comments and we've got to respond to it.  
17 Everybody's getting cut; the Med is getting cut,  
18 but it might be some more -- other people out there  
19 that may want to do it.

20 UNIDENTIFIED SPEAKER: Do we have to  
21 use the Med?

22 MR. PERRY: No. I'm saying because  
23 the Med is not doing it, you may have a group of  
24 doctors that may want to do pro bono work. Some

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1 attorneys do that, do pro bono work, and they will  
2 come out. All I can say is we will look into it  
3 for you and try. That's all we can do. I can't  
4 promise you, but we can try.

5 Ms. Partee says if we get something like  
6 that, you have to utilize it. It doesn't make any  
7 sense if only one or two people are going to use  
8 it.

9 Montgomery Plaza -- this is some of the  
10 things we do at other developments. They have a  
11 Boy Scout troop and approximately 40 young men  
12 participate in that program.

13 We also have at the Housing Authority the  
14 Executive Director Scholarship Program, which some  
15 of you have a family member in public housing who  
16 live in public housing, and I know some of you do,  
17 you might have some daughters or sons in public  
18 housing, so the public housing graduates and high

19 school seniors they can apply for a scholarship  
20 from the Housing Authority.

21           They have to complete an application; do  
22 an essay; do the normal things you do to apply for  
23 a scholarship. So if you have a member in other  
24 public housing, you might want to let them know in

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1 case they missed this meeting. And right now  
2 there's approximately six people that have received  
3 assistance for college.

4           We also have at the Housing Authority for  
5 those of you who are 62 and younger or those of you  
6 who are 62 years and older who want to work, we  
7 have a Resident Department Training Center. This  
8 is a center that will help you to obtain a job and  
9 will show you how to do a resume for getting a job  
10 and they have job postings for those people who  
11 want to work.

12           UNIDENTIFIED SPEAKER: Excuse me, do  
13 they have computer classes?

14           MR. PERRY: They have a computer  
15 center. I don't know about the classes.

16           MS. PARTEE: We will be having  
17 classes here. We have a computer lab here and  
18 we're working with an organization that will come  
19 in and provide the programs, but you must use it.

20           MR. PERRY: Ms. Partee said very soon  
21 they're going to have a computer class right here.

22 Ms. Partee says that's going to be coming and when  
23 it comes, you must use it. I advise everyone,  
24 everyone, no matter how old you are, whether you

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1 think that you don't know, try and get in the  
2 program and use the computers. Everything is going  
3 to computers now.

4 Mr. Perry does the pecking, he pecks with  
5 one finger. You can do it and you probably do it  
6 and you probably will love it. The world is out  
7 there once you learn how to use these computers.  
8 So that class is coming, so utilize that class and  
9 then there may be some more things.

10 I've talked about community services and  
11 self-sufficiency. But the programs are out there.  
12 The Housing Authority, we have a room where you can  
13 come in and get you job ready; do that, and we have  
14 a computer class coming here, take advantage of  
15 that and we'll try to work with all the things for  
16 you to make your life better at this development.

17 I appreciate it and now we're going to  
18 turn it over to Mr. Nelms who is here for Mr. Webb  
19 and then Mike Swindle.

20 MR. NELMS: Good afternoon, I'm  
21 Mr. Nelms. I'm the asset manager. I'm standing in  
22 for Mr. Webb. He wants me to talk about  
23 maintenance and operations and mostly the  
24 operations of the building, okay?

1           I know there's been a lot of discussion  
2 about a lot of different things here this afternoon  
3 and they've had to answer a lot of questions. But  
4 one of the things I want to talk about, the first  
5 thing I want to talk about, is we have a  
6 requirement every month to do what?

7           Pay our rent, as required, right? That's  
8 a requirement. That's the first thing you do. You  
9 pay your rent. You pay it what? On time. it  
10 doesn't change, does it? No. So we pay our rent.  
11 If you don't pay it by a certain date, what  
12 happens? Late fees.

13           If you don't pay it by another certain  
14 date, then you're going to see Mr. Perry and he's  
15 going to automatically, not Ms. Taylor, not  
16 Ms. Montgomery, Mr. Perry, as it's set up now, he's  
17 going to automatically put you in court, period.  
18 So it behooves all of us to do what? Pay our rent;  
19 pay our rent on time.

20           The other thing is it behooves us to be  
21 what? Be a good resident and good citizens of the  
22 building. Am I right? That's one of the main  
23 requirements. We've talked about crime; we've  
24 talked about all the different things that goes on

1 in these buildings; am I right?

2           Well, my question is this: How does the  
3 criminal element get in this building? We let it  
4 in. And when I say, we, I'm not pointing a finger  
5 at any particular person or anything, but we let  
6 the criminal element in the building.

7           When you have people up here doing drugs;  
8 when you have people selling drugs; when you have  
9 people sleeping in the stairwells or you have  
10 people doing all these other things, those people  
11 got in here some kind of way and that's because  
12 whether it's you in this room or not, somebody in  
13 this building is letting them in, or they walk in  
14 right behind somebody else.

15           So who's the keeper of the castle? Each  
16 one of us sitting here. At the same time when you  
17 let somebody in or you have somebody to come in as  
18 one of your guests and they come in here and do  
19 some crazy things, you're infringing on the rights  
20 of other people in this building. The right for  
21 safe, clean, decent housing; safe and healthy.  
22 You're infringing on everybody else's rights.

23           So when we talk about not having security  
24 or we talk about all the problems going on, let's

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1 talk about the input that a lot of us as residents  
2 might have in doing that, right? But then you want  
3 to point the finger at Ms. Taylor. A lot of  
4 different people, right?

5 Well, Ms. Taylor's not doing what she's  
6 supposed to do; she's not doing this; she's not  
7 doing that; we have people committing crimes here  
8 and they've not being treated this way or that  
9 way. Well, see, when you have a question like  
10 that, let's find out what the processes are.

11 If you get One Strike, Ms. Taylor's only  
12 responsibility is to put it in the system to send  
13 to legal and then it's legal's responsibility. So  
14 once they go to court, it's no longer Ms. Taylor's  
15 responsibility. She has done her job.

16 If they go to court, and a multitude of  
17 things can happen when they go to court, if you see  
18 them back in this building don't say Ms. Taylor or  
19 Mr. Perry or somebody didn't do their job. Think  
20 about the court system.

21 I'm sure some of you sitting in here have  
22 been to court for nonpayment of rent or various  
23 other reasons; am I right? So some of you, whether  
24 you're in here or not, you know somebody in this

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1 building that's been to court, right? It's a  
2 process.

3 I don't care if you catch somebody selling  
4 drugs in here, they have the right to due process,  
5 don't they; and they have a right to go to court  
6 and they will be in this building, depending on  
7 what it is, until they do what? Go to court. And

8 in some cases it's not one of these situations  
9 where it happens in a day or two. It might take a  
10 few months.

11           And a lot of times the other thing that  
12 gets me, and I supervise or manage, all of the  
13 highrises, right? One of the biggest problems we  
14 have in all these highrises, these two famous lies  
15 that walk the street: Child I heard; they say.

16           This gossip that goes on in all in these  
17 buildings and everybody's in everybody's business,  
18 so how can you really maintain what's going on  
19 here? I guarantee I can start a rumor down here  
20 and by the time it gets up to the top floor, it's  
21 completely different. And most of you have heard  
22 it, you take it and you take it somewhere else.

23           So sometimes it behooves us to do what?  
24 Like us old folks say, mind your own business and

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1 take care of the responsibility that you're  
2 supposed to take care of.

3           It bothers me when the maintenance people  
4 have to come in here into the elevator on a Monday  
5 morning, or the next morning, and somebody has done  
6 their business in an elevator. That's something  
7 that we all have to use for transportation, up and  
8 down; am I right? Anybody in here that hasn't seen  
9 that? I've seen it.

10           UNIDENTIFIED SPEAKER: I've seen it

11 in the trash can.

12                   MR. NELMS: But, still, Mr. Randolph  
13 and his group, we've got to clean it up, don't we?  
14 We have to clean up somebody that can't make it to  
15 their bathroom to take care of their personal  
16 business, right?

17                   UNIDENTIFIED SPEAKER: They just low  
18 down.

19                   MR. NELMS: No, we have to do it. So  
20 when you talk about not getting your maintenance  
21 done in your unit, that's because a lot of the time  
22 our maintenance people are spending time cleaning  
23 up after people, right? Or taking care of that  
24 garbage and junk you store at the top of the

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1 elevator or around the corner there that we have to  
2 clean up.

3                   Whereas, we have trash cans out there that  
4 you need to be putting your own trash in, or when  
5 you set it in the hallway or drop it in the hallway  
6 or when you drop something in the hallway or  
7 whatever, that we have to come back and clean it  
8 up.

9                   The only thing we ask you to do is  
10 really -- you pay rent here; this is your  
11 building. We all are responsible for what goes on  
12 here; am I right? We're all responsible, every one  
13 of us. This is your home; this is our home, isn't

14 it? If it's your home. Then why aren't we taking  
15 the responsibility of keeping it that way or  
16 keeping it clean?

17 MR. MIMS: Some of us do.

18 MR. NELMS: I'm not pointing any  
19 fingers here now. I'm not saying all of us are  
20 doing what we're talking about, okay? The bottom  
21 line is I'm sure there are some in here that help,  
22 like Mr. Mims said, but I'm pretty sure there are  
23 some sitting in this room now that have seen some  
24 of the wrongdoings going on and never said anything

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1 about it, right?

2 MS. WARD: Ain't none of my  
3 business.

4 MR. NELMS: But it becomes your  
5 business, Ms. Ward, and Ms. Ward and I have a  
6 history. We used to work together up in LeMoyne.  
7 But it becomes your business because you live here;  
8 am I right? So you can't throw away your  
9 responsibility to the building.

10 Everybody plays a role; am I right? So in  
11 order to get your maintenance done, sir, and we  
12 just had a conversation about that, in order to get  
13 your maintenance done, I have to free up these  
14 maintenance guys to get up there and get your  
15 maintenance done because we don't need to spend  
16 that time cleaning up your personal business out of

17 the corner back here or out of the elevators and  
18 putting your trash here and there. That's the only  
19 thing that we can possibly ask. You help us.

20 First of all, you help yourself, right?  
21 And then when you help yourself, you help all of  
22 us; am I right? So if I'm right, then why do we  
23 continue to have all these problems over and over?

24 I know Mr. Lipscomb has been up here a

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1 number of times and you all have heard him say,  
2 we're not having security up here. So you're  
3 telling me all you need supervision, right? Y'all  
4 need supervision?

5 (Residents all speaking at once.)

6 UNIDENTIFIED SPEAKER: When security  
7 is here you feel safer because everything don't  
8 just walk in off the street.

9 MR. NELMS: Well, everything in here  
10 doesn't walk in off the street because. In order  
11 for it to walk off the treat, somebody is opening  
12 the door and letting them walk in.

13 UNIDENTIFIED SPEAKER: We got people  
14 sleeping down here in the lobby at two o'clock in  
15 the morning.

16 MR. NELMS: Okay, I hear you. But  
17 how did they get in here; how do the people get in  
18 her at two o'clock in the morning? Somebody opens  
19 the door and let's them in. And that somebody is

20 one of your residents, and I guarantee you over  
21 half of you sitting in here right now have seen  
22 somebody let somebody in that's not supposed to be  
23 here; am I right? So let's not talk security;  
24 let's not talk staff.

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1 UNIDENTIFIED SPEAKER: What we  
2 supposed to do?

3 MR. NELMS: Hold it; hold it. Well,  
4 first of all, you all have an open door policy to  
5 management and the good thing about being in a  
6 highrise, you not only have management here, you  
7 have your case manager here and I know Ms. Blevins'  
8 door is open all the time. Tell me if I'm wrong.

9 And a lot of times you come in here in  
10 these meetings and ask some of the simplest of  
11 questions that can be answered by management if you  
12 go in there and talk to them during the day, right?

13 So what I'm asking is we take care of our  
14 responsibilities. This building needs to run and  
15 needs to operate so we can continue to provide you  
16 clean, safe, decent housing.

17 So you pay your rent on time, right?  
18 That's understood. They talked to you about that  
19 when you signed that lease, right? You do have  
20 one, don't you, right; everybody has a lease,  
21 right?

22 The other thing we want you to take care

23 of your business while you're here. We have  
24 housekeeping inspections every quarter because we

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1 have HUD and ReAct to come in and inspect us. We  
2 get a grade, you know that?

3           So we spend a majority of our time trying  
4 to keep the place clean, trying to take care of all  
5 these areas in here because HUD is going to come in  
6 here at the end of the year, maybe during the  
7 summer or so, and they're going to take a look at  
8 this building and they're going to give us a  
9 grade.

10           And a lot of time our maintenance staff  
11 and a lot of other people spend a lot of time  
12 cleaning up after you, trying to take care of the  
13 things that you -- that sometimes people destroy or  
14 do damage to.

15           Whereas, if we had your help in the fact  
16 that once we take care of it, you leave it that  
17 way, or clean up after yourself, we wouldn't spend  
18 so much time trying to clean up. We could spend  
19 more time trying to take care of the maintenance  
20 issues that you seem to have, right?

21           Not only in the lobby, but in your unit.  
22 Good housekeeping is a requirement because how many  
23 of you have had HUD or ReAct come into your unit  
24 and grade your unit? They come in once a year;

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1 they take a computer and the computer picks the  
2 room that they want to look at.

3       The computer picks it and once they do that,  
4 then we have to come and inspect it and you're  
5 given a grade and once they finish, this building  
6 is given a grade. Help us and at the same time you  
7 help yourself. Help us take care of Barry Towers.

8           Whether you believe it or not everybody in  
9 here gets mail, right? The mailman is bound to  
10 come see you every once in awhile. Next time you  
11 get mail, take a look at the envelope. That  
12 envelope has an address on it and that address is  
13 your address, your home; am I right? So why not  
14 take care of what? Your home, the place you live;  
15 the place we all live.

16           Do you have a question, ma'am?

17           UNIDENTIFIED SPEAKER: Yes, I do. I have  
18 a concern, I signed my lease in August, the  
19 beginning of August, and then I went -- (inaudible)  
20 it was not move-in ready, so I continued to pay the  
21 rent -- well, I figured if you can't move in, why  
22 pay it. So I almost had to go to court because I  
23 didn't pay it in August and September and then in  
24 October, late October, I moved in. It was ready.

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1 But I always pay my bills.

2           But my question to you is since it was not  
3 move-in ready, I mean, isn't there like a --

4 MR. NELMS: Well, ma'am --

5 UNIDENTIFIED SPEAKER: -- isn't there  
6 a month or something --

7 MR. NELMS: A what?

8 UNIDENTIFIED SPEAKER: A month or  
9 something?

10 MR. NELMS: No, ma'am; no, ma'am. We  
11 all have -- all units are inspected and when you  
12 move into that unit, that unit is supposed to be  
13 ready.

14 Hold it now. Also one of the requirements  
15 is when the manager moves you in, they go in with a  
16 Condition of Property Report that states -- that  
17 makes a notation of everything in that unit that's  
18 wrong.

19 And at the end of that inspection, what's  
20 supposed to happen? Not only are they supposed to  
21 sign it, you're supposed to sign it because you're  
22 verifying the status of that unit when you move  
23 into it; am I right? So if you have a problem from  
24 the very beginning, that's supposed to be annotated

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1 and something is supposed to be done about it right  
2 then and there.

3 UNIDENTIFIED SPEAKER: My concern is  
4 not a problem, it's just my concern is that, you  
5 know, I just, you know, felt like it wasn't move-in  
6 ready.

7 MR. NELMS: Then guess what? We have  
8 an obligation to get that unit move-in ready for  
9 you.

10 UNIDENTIFIED SPEAKER: It was, two  
11 and a half months later.

12 MR. NELMS: No, it shouldn't have  
13 been.

14 UNIDENTIFIED SPEAKER: It was.

15 MR. NELMS: Well, I'll discuss that  
16 with the staff, but there's an obligation to have  
17 that unit ready for you when you move in. Just as  
18 you have an obligation to yourself that when you  
19 walk in that door you do an inspection.

20 And the property manager and assistant  
21 manager's job is to have a Condition of Property  
22 Report with you and you're supposed to agree or  
23 disagree with anything that's on that report and  
24 when you move in, you're supposed to sign it,

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1 bottom line. So that discussion should go right  
2 back to the office, right?

3 UNIDENTIFIED SPEAKER: Okay.

4 MR. NELMS: Yes, sir?

5 UNIDENTIFIED SPEAKER: (Inaudible.)

6 MR. NELMS: What kind of people?

7 UNIDENTIFIED SPEAKER: Homeless.

8 MR. NELMS: I think your question was  
9 answered in the earlier part of my discussion when

10 I said, I stated, that in order for someone to get  
11 into this building without a card, how do they get  
12 in?

13 UNIDENTIFIED SPEAKER: I'm not  
14 letting them in.

15 MR. NELMS: Okay, I'm not saying you,  
16 but I'm saying someone lets them in; am I right? I  
17 saw what they did to the laundry room; I know what  
18 they've done to the TV; I know what they've done to  
19 everything.

20 UNIDENTIFIED SPEAKER: They're  
21 destroying our home

22 MR. NELMS: They're destroying your  
23 home how and why? We go through this every  
24 meeting. We deal with this every meeting and I

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1 guarantee you somebody sitting in this room has  
2 watched somebody else sitting in this room open the  
3 door and let somebody in that's not supposed to be  
4 here, right?

5 So it happens. So we can sit here and we  
6 can talk about what we want to talk about, but it  
7 happens and the only thing I can ask you is, you  
8 know, you have to take care of yourself. You have  
9 to take a little bit of pride in where you live and  
10 what you do. Someone has to.

11 We all need to take it upon ourselves to  
12 make sure that we do that because if I'm letting

13 people in, I'm wrong because if I'm letting the  
14 homeless in or letting drug dealers in, or  
15 whatever, then I am guilty and somebody needs to  
16 hold me accountable, just like you need to hold  
17 your fellow residents accountable, right?

18           The office is open, all you have to do is  
19 report it. They're not going to go tell somebody  
20 that so-and-so came and told me who did this, that  
21 and the other. All you have to do is report it. A  
22 lot of you sitting in here are very aware of a lot  
23 of wrongdoing that's going on this building, right?

24           Let me tell you another story, I had to

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1 come over here this morning and meet with a group  
2 of people because the other night the elevators  
3 went down the other night. Mr. Randolph came over  
4 here; we couldn't get them going. We called the  
5 company that repairs the elevators, okay? And  
6 guess what happened? You had three people in here  
7 threatening the elevator repairman.

8           Did you hear me? The elevator repairman  
9 came over here in the middle of the night to repair  
10 your elevators and you had three people out here  
11 harassing and threatening them. Now what do you  
12 want us to do. Let's talk about all this stuff  
13 that we aren't doing, okay?

14           Now when Mr. Randolph gets up out of his  
15 bed and come over here in the middle of the night

16 to help repair the elevators -- because we've got  
17 to have one of them up at all times. We couldn't  
18 get them up so we called the repairman in to help  
19 you get up and down the stairs to get the elevators  
20 going, and you've got some people out here  
21 threatening them. What do you want us to do?

22 UNIDENTIFIED SPEAKER: Were they  
23 arrested?

24 MR. NELMS: We're taking care of it.

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1 But I'm telling you that to say, who's responsible  
2 for the conduct of the people in this building?

3 UNIDENTIFIED SPEAKER: I betcha they  
4 didn't live in this building.

5 MR. NELMS: Hold it; hold it. They  
6 lived in this building, all three of them lived in  
7 this building.

8 And another thing, Mr. Perry talked  
9 earlier about your drinking, and a couple of these  
10 people were drunk. So you drink whatever you want  
11 to drink, but when you want to get drunk and get  
12 high, do it in the comfort of your own room. Don't  
13 infringe on my right or some of the other residents  
14 rights around here, please don't do it.

15 So sometimes some of you get drunk and  
16 want to come down in the lobby and raise hell.  
17 Turn your TV on; go to bed; do whatever you need to  
18 do, but don't come down here infringing on other

19 people's rights. And guess what, this is discussed  
20 in every meeting that you have.

21           So you're telling me you want security so  
22 you require adult supervision. Well, as I'm  
23 sitting here looking around, I don't see -- most of  
24 you are older than I am. So you're trying to tell

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1 me you don't require adult supervision, because you  
2 are what? An adult. Am I right, chronologically?

3           We are responsible, and I say "we", all of  
4 us in here are responsible for what happens in this  
5 building, from the people you let in to the  
6 maintenance requirements to what you do in this  
7 building to your ability to communicate with  
8 management, et cetera. We are all responsible.

9           So don't put the responsibility off on me  
10 or Ms. Partee or Ms. Taylor, or whatever. We have  
11 a responsibility and we work hard to make sure that  
12 the maintenance and everything is taken care of in  
13 this building so you can have safe, clean, decent  
14 housing. When you take it to another extreme, then  
15 don't look at us.

16           All I'm asking you to do is to help us and  
17 at the same time help who? You help yourself. Pay  
18 your rent on time; be a good resident; be a good  
19 citizen; follow your lease. All these things that  
20 are explained to you when you sign on that dotted  
21 line to accept the unit; am I right? Am I right,

22 Ms. Ward?

23 MS. WARD: Yes, you're right.

24 MR. NELMS: Then my point becomes

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1 this, help us to take care of this building and at  
2 the same time help take care of yourself, right?  
3 If you are having any maintenance issues, okay?  
4 This gentleman came up and talked to me before the  
5 meeting.

6 If you are having any maintenance issues  
7 at all, you need to see management, okay? Go in  
8 and talk to them. I guarantee you that they will  
9 help you and if they don't help you, then guess  
10 what? You can pick up the phone and call me.

11 MS. WARD: What's your number?

12 MR. NELMS: No, you don't need it.

13 But if you're having some maintenance issues or  
14 some things aren't going right or some residents  
15 are not doing what they're supposed to do,  
16 infringing on your rights, go talk to management.

17 And the other good part is you have case  
18 management, social workers, right here in the  
19 building with you all day long. So you have just  
20 about everything that you need to do the things  
21 that you need to do in Barry Towers; am I right?

22 I want to thank you for listening and  
23 thank you for the opportunity to come in and speak  
24 to you. Mr. Webb will be back next time.

1                   MR. SWINDLE: Good evening. My name  
2 is Mike Swindle and I'm here to represent the  
3 Capital Improvements Department. Capital  
4 improvements, most what we do is a little beyond  
5 routine maintenance. I think a couple of years ago  
6 we came in and did some work on the face of the  
7 building and we did some things on the roof around  
8 the exterior balconies, drains, that kind of  
9 stuff.

10                   What I'd like to do is just go over what  
11 we have in the plan for the sites in this upcoming  
12 plan year and also a little bit beyond that. For  
13 this year as it stands now, I'll go back and take  
14 another look, but we didn't put anything in the  
15 plan for this particular facility but I know we did  
16 talk about security cameras and some other stuff  
17 and we'll go back and take another look at that.

18                   Beyond that in the, say -- I will say in  
19 the near future or somewhere in the future, talk  
20 about a project or revitalization plan called  
21 Triangle Noir. What that involves, I guess for the  
22 housing, the Memphis Housing Authority, is the  
23 revitalization of the areas of Foote and Cleaborn  
24 and also the four highrises, Barry, Borda,

1 Jefferson and Venson.

2           What we're looking at for highrises is the  
3 possibility of the sale of the highrises because  
4 right now as it stands the highrises are not  
5 modernized and we're going to look in the future of  
6 taking them out of service or selling them off,  
7 going in and modernizing these highrises. So we're  
8 not going to spend that kind of money. That  
9 doesn't mean that we're not going to go in and do  
10 the things that need to be done in the facility.

11           UNIDENTIFIED SPEAKER: Mr. Swindle,  
12 you might want to repeat so they won't panic. The  
13 highrises are not being sold, right?

14           MR. SWINDLE: No, I didn't say  
15 they're not being sold. No, it hasn't been sold.  
16 I'm just talking about a plan, a concept plan,  
17 right now that we're looking at. It's called  
18 Triangle Noir. It has something to do with the  
19 Economic Stimulus.

20           If we get some type of, I'm talking about  
21 a lot of money, to proceed with this  
22 revitalization, then we'll discuss it further. It  
23 needs to be discussed further and then come out and  
24 talk to the residents.

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1           UNIDENTIFIED SPEAKER: Are you  
2 telling me that if they offer you enough money,  
3 whoever, you're going to sell the building but you  
4 will relocate us before you sell it?

5 MR. SWINDLE: Yes, ma'am.

6 UNIDENTIFIED SPEAKER: How long a  
7 notice will we have?

8 MS. PARTEE: We are not there yet.

9 MR. SWINDLE: There will be a lot of  
10 discussion if it comes to that point. Like I said,  
11 we're just at a concept point. We don't have any  
12 plans drawn up. We just have a concept plan. We  
13 haven't sold anything. The highrises, they can't  
14 be modernized. We also have some lowrises. So  
15 that's the next plan.

16 All right. We talked about Montgomery  
17 Plaza. We just came -- we just -- over the past  
18 year we've done some site work, gradings, sewer  
19 work, that type of work, and also some minor work  
20 with the units and that's just winter replacement;  
21 door replacements, okay?

22 Other developments, Askew Place, G.E.  
23 Patterson, Ford, we're looking at replacing some  
24 security doors and putting in security doors. We

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1 just got through putting in security doors at  
2 Uptown Homes and for Borda we do have in the plan  
3 to replace the roof. We have had some water  
4 leaking in those two buildings.

5 UNIDENTIFIED SPEAKER: What are the  
6 plans for Barry Towers? Where are we at in the  
7 Five-Year Plan; what year are we in?

8 MR. SWINDLE: This is the last year  
9 for the Five-Year Plan.

10 UNIDENTIFIED SPEAKER: Where are we  
11 at then?

12 MR. SWINDLE: As far as any type of  
13 capital improvement type thing, we don't have  
14 anything planned for this year, but we're going to  
15 go back and look at the plan as far as improving  
16 the security cameras and the security issues.

17 If anything else comes up, we can always  
18 go back and include it if it's not something that's  
19 not a major modification to the building when it's  
20 not warranted or not feasible, making changes since  
21 we're talking about somewhere down the road taking  
22 them out of service or selling them.

23 UNIDENTIFIED SPEAKER: How about if  
24 the bailout they're trying -- the President is

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1 trying to get some money, can we get it for  
2 housing, public housing; does that include public  
3 housing?

4 MR. SWINDLE: Right, that's what I'm  
5 talking about, the Economic Stimulus, those  
6 dollars. If we can get sufficient funds, we may be  
7 able to look closer at this Triangle Noir and how  
8 to proceed with it. There's a lot more  
9 forthcoming.

10 At Cleaborn we do have something in the

11 plan to go into Cleaborn and also do some repair  
12 work. We have a lot of vacant units in Cleaborn.  
13 And that's also pending on Triangle Noir. If we  
14 don't, we'll make some repairs to it. If it's  
15 something that's going to be around the corner, we  
16 may not make those repairs. That's moving forward  
17 with demolition.

18 I don't have anything else. Do y'all have  
19 any questions for me?

20 (No questions.)

21 MS. PHILLIPS: Good afternoon. I'm  
22 Luretha Phillips and I'm part of the Hope VI team  
23 that works to redevelop public housing and turn it  
24 into mixed income housing and you are in the middle

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1 of the Hope VI site with -- well, in the middle of  
2 Uptown. So you're part of that Uptown  
3 redevelopment project.

4 I'm going to talk about some of the  
5 activities that we have planned this year. This is  
6 between July -- to be implemented between July 1,  
7 2009 and June 30, 2010.

8 Some of the activities that we have  
9 planned for HUD in terms of funding applications or  
10 any application activities that we're going to  
11 submit to HUD in this plan year include possibly a  
12 Hope VI application so that we can redevelop other  
13 public housing to be identified.

14           Those units have -- or those developments  
15 have not been identified yet, but if there are  
16 funds available, that HUD would make available, we  
17 will apply for additional funding.

18           We plan to submit a disposition  
19 application. Any time you're wanting to sell,  
20 transfer or dispose of a public housing  
21 development, you must submit a plan to HUD, an  
22 application to HUD, so they can approve your plan  
23 for disposition or sale.

24           And in this plan year we will submit an

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1 application for disposition of some of the Legends  
2 Park, which is the old Dixie Homes. We're going to  
3 build a FedEx Family House. And what that is is  
4 about three acres that we're going to dispose of,  
5 or actually lease to LeBonheur and Methodist  
6 Hospital. They're going to build a FedEx Family  
7 House. It's just like the Grizzlies House or the  
8 Ronald McDonald House. It's for families of  
9 patients being seen at LeBonheur.

10           The Uptown Commercial Center, many of you  
11 know the corner of Danny Thomas and Auction.  
12 That's the last part of the Hurt Village, the old  
13 Hurt Village, uptown where the Metropolitan is.  
14 We're going to dispose of about three acres at that  
15 location so we can bring some services and programs  
16 to that area.

17           Some of the activities that we have  
18 planned and that we're in negotiations for now with  
19 our developer is to bring a drug store to the area;  
20 to build another 22 houses in that area, along that  
21 little strip, and a restaurant. So we're in  
22 negotiations with one of the local fast-food  
23 restaurants to locate over on that area. So since  
24 that's so close to you, that benefits this area as

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1 well.

2           The Legends Park senior facility, we're  
3 considering the feasibility of -- the financial  
4 feasibility of building another senior only  
5 highrise. Those are for seniors 62 and above.

6           We have not developed any plans just yet,  
7 but we plan to in this year, then we have to go  
8 through the process of determining whether or not  
9 it's financially feasible to build one. But if it  
10 is, then it will be built on the old Dixie Homes  
11 site, now Legends Park.

12           We're going to develop an application for  
13 a lease/purchase program. The Housing Authority  
14 does not have an approved lease/purchase. Those  
15 families that home ownership is their goal, they'd  
16 like to buy a home and may not be quite ready for  
17 it yet, so we're trying to get authorization for  
18 lease/purchase.

19           Also, an acquisition and housing

20 conversion plan. We're actually drafting that plan  
21 now. What we're proposing to do with that is we  
22 have 10 homes in Uptown that have not sold and as  
23 part of our plan when we built those houses in 2007  
24 and 2008, if the home didn't sell by a certain

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1 period of time, we would propose them for  
2 conversion from home ownership to public housing  
3 units. So we'll have to submit an application for  
4 that. At this point we have 10 houses that fit  
5 that particular program.

6           For University Place the Housing Authority  
7 and the City are moving forward with plans to  
8 bring -- to relocate a police precinct to the  
9 University Place area. So they will have a  
10 precinct at that location.

11           The University Place home ownership  
12 component, which was 70 units, is on hold and  
13 because of the tough economic times and budget  
14 issues, we've decided to put that program on hold.

15           Construction is underway on University  
16 Place Phase 3 and that's the final phase for this  
17 year and it will be finished in the summer of 2009,  
18 about June. Lease up is complete as of December  
19 2008 for University Place.

20           We mentioned the construction underway for  
21 phase one, this is Legends Park. That's 134 units,  
22 52 of those units are for public housing families.

23 We are also underway for construction of Legends  
24 Park commercial building. You may see that steel

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1 frame as you pass Poplar, past the old Dixie  
2 Homes. That's Legends Park commercial building.

3 The first floor is just commercial and  
4 retail or will be available for commercial and  
5 retail use. The top floor, the top two floors,  
6 will be for the development of market rate housing.  
7 There's 26 apartments that will be built there.

8 As far as Uptown we mentioned, of course,  
9 we're in negotiations with a pharmacy. We also are  
10 in negotiations with a fast-food restaurant and  
11 we're looking, trying to relocate, a small grocery  
12 store to the area.

13 There is no grocery, as you all know, in  
14 this area. But we're looking to where the Old  
15 Chisolm Trail was and we're looking to tract  
16 grocery stores in that area that will benefit that  
17 area, also.

18 There are no plan improvements for Ford,  
19 Crockett Place, Montgomery. Mr. Swindle mentioned  
20 that. He mentioned activities for the four  
21 highrises. There are no other plans for College  
22 Park for this plan year. It was revitalized in  
23 2002, so there are no other plans relative to Hope  
24 VI that will be involved for that site.

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1           The Self-Reliance Agreement, which does  
2 not apply to this particular agreement, there are  
3 no changes to the Self-Reliance Agreement at those  
4 sites. That is an agreement that is an amendment  
5 to your lease and that has a work requirement, but  
6 that does not apply to this particular site.

7           McKinley Park, the Housing Authority has  
8 three programs, three home ownership programs, that  
9 we have been involved with developing. One is  
10 McKinley Park. It is the development of 30 home  
11 ownership units. The price range will be in the  
12 upper 80s to about 120,000 dollars. It's going to  
13 be developed across the street from Askew Place and  
14 on property that used to be part of Cleaborn  
15 Homes.

16           We'll start with the first four models and  
17 build as we have contracts for those homes. Some  
18 of the general home ownership program guidelines  
19 are a family may qualify for the downpayment system  
20 through the City of Memphis up to 10,000 dollars.  
21 Also, the Housing Authority Hope VI program will  
22 provide for additional downpayment assistance if  
23 the family needs that to write down the price of  
24 the home.

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1           The minimum, the family is required to  
2 make a minimum downpayment from their own savings  
3 of one percent of the purchase price and that

4 minimum one percent contribution can come from  
5 either your own savings, from the Family  
6 Self-Sufficiency Program or through savings through  
7 a program; completion of a qualified home ownership  
8 training program and acceptable employment.

9           Relative to the home ownership guidelines  
10 for the Shape Program, the Section 8 family can  
11 convert their rental assistance voucher into a  
12 mortgage assistance voucher. They must be a  
13 current voucher holder.

14           The adult head of household or the spouse  
15 must have been continuously employed for one year.  
16 The employment requirement is waived, of course,  
17 for the disabled household. The household income  
18 must be at least, for a Section 8, 14,100 and at  
19 least 10,500 for the disabled household and, again,  
20 that family must also participate in a home  
21 ownership training program.

22           Those are the activities, summarized  
23 activities, for the Hope VI program. I'll be glad  
24 to stay around in case anyone has any questions and

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1 thank you for listening.

2           I'm going to turn it back over to Greg  
3 Perry.

4           MR. PERRY: Once again, I think we've  
5 covered everything. Are there anymore comments?

6           (No response from the residents.)

7                   MR. PERRY: We've covered everything.  
8 I appreciate you again for your attention and your  
9 presence here and the suggestions that you've made,  
10 we'll go through those and hopefully we can put  
11 some of those things -- or we'll consider  
12 everything you have said today. Thank you again  
13 for coming out and have a wonderful day and take  
14 care of yourselves.

15                   (The meeting was concluded at  
16 approximately 3:35 p.m.)

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18  
19  
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1                   C-E-R-T-I-F-I-C-A-T-E

2                   STATE OF TENNESSEE:  
3

4                   COUNTY OF SHELBY:

5                   I, CATHY A. HASTINGS-NICKELSON, Certified  
6 Court Reporter and Notary Public, Shelby County,  
7 Tennessee, CERTIFY:

8                   1. The foregoing proceedings were taken  
9 before me at the time and place stated in the  
foregoing styled cause with the appearances as  
noted;

10 2. Being a Court Reporter, I then  
11 reported the proceedings in Stenotype to the best  
12 of my skill and ability, and the foregoing pages  
13 contain a full, true and correct transcript of my  
14 said Stenotype notes then and there taken;

15 3. I am not in the employ of and am not  
16 related to any of the parties or their counsel, and  
17 I have no interest in the matter involved;

18 4. I FURTHER CERTIFY that this transcript  
19 is the work product of this Court Reporting Agency  
20 and any unauthorized reproduction and/or transfer  
21 of it will be in violation of Tennessee Code  
22 Annotated 39-14-149, Theft of Services.

23 WITNESS MY SIGNATURE, this, the \_\_\_\_\_  
24 day of \_\_\_\_\_, 2009.

19

20

21

22

23

24

\_\_\_\_\_  
Cathy A. Hastings-Nickelson  
CCR, RPR, Court Reporter and  
Notary Public\*\*\*\*\*

My Commission Expires:

July 27, 2011

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**ADMINISTRATIVE PLAN**  
**FOR THE HOUSING CHOICE VOUCHER PROGRAM**  
**OF**  
**The Memphis Housing Authority**

Updated: APRIL 2009

*Prepared by:*

Quadel Consulting Corporation  
1200 G Street, NW  
Washington, DC 20005

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APPENDIX 41

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APPENDIX 2

NOTICE PIH 2008-43 (HA)

## **I. Introduction**

The purpose of the Administrative Plan is to establish policies for the Housing Choice Voucher Program.

The Memphis Housing Authority Board, upon recommendation by MHA, will approve changes to the Plan. MHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by MHA. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Plan are based on current regulations in effect. If there are conflicts between this Plan and language in an owner's Housing Assistance Payments contract, the language in the HAP contract will prevail.

## **II. Statement of Program Approach and Objectives**

MHA administers the Housing Choice Voucher Program in the city of Memphis and Shelby County, Tennessee. The primary objective of MHA's programs is to provide decent, safe, sanitary and affordable rental housing for low income households and to provide these households with housing choices and the opportunity to move outside areas with a concentration of low income households.

## **III. Fair Housing and Nondiscrimination Policy**

MHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all federal, state and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment. MHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. MHA does not deny to any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.

MHA is fully committed to providing reasonable accommodations to applicants and participants with handicaps and/or disabilities.

MHA provides Voucher holders information on federal, state and local laws regarding housing discrimination and any recourse available. Such information will be made available as part of the briefing session, and all applicable Fair Housing Information and Discrimination complaint forms will be made part of the Voucher holders' packet. MHA will provide referrals and information to applicants and participants about local organizations that provide assistance in filing discrimination complaints.

#### **IV. Description of Program**

Housing Choice Vouchers provide subsidies to low income persons and freedom of choice to enable them to rent affordable, decent, safe and sanitary housing in the private rental market. In order to receive assistance in a particular unit, the family, owner and unit must meet the requirements established by HUD regulation and those specified in this Plan.

#### **V. Homeless/Special Needs Set-Aside Program**

In response to local needs, MHA may set-aside twenty-five Housing Choice Vouchers annually to be used by homeless and/or special needs families who are referred by an approved local service provider. Eligible families may only be referred to MHA by an approved service provider that has been awarded funding by the City of Memphis Department of Housing and Community Development (HCD) Department. To qualify, families must have successfully completed an approved transitional housing and or supportive service plan as certified by the referring agency and commit to receiving on-going, stabilizing supportive services.

#### **VI General Administration**

##### **A. Program Outreach**

###### Outreach to Families

MHA reserves the right to open or close the waiting list based on the supply of applicants. The waiting list will be closed when there are not enough Housing Choice Voucher subsidies to assist all the applicants in a reasonable period of time, such as one or two years. When MHA determines that additional applicants are needed, the waiting list will be opened and a public advertisement and notice will be posted.

To reach people from all backgrounds, MHA will advertise through a wide variety of sources including local and State newspapers, minority media, minority civic clubs, places of worship, service agencies and broadcast media. An effort will also be made to notify elected officials, government agencies and agencies which specifically address the needs of individuals with disabilities. MHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

All notices and advertisements announcing the opening of the waiting list will include:

- The dates the list will be open;
- The office hours and location where applications are available and will be accepted;
- The availability of Housing Choice Vouchers;
- Eligibility guidelines;
- Preferences and methodology for the selection of applicants; and
- Any limitations which may apply.

#### *Homeless/Special Needs Set-Aside Program*

Specific eligibility information regarding the Special Needs set-aside program will be made available to all local service providers when vouchers are set-aside.

#### *Outreach to Property Owners*

Outreach to property owners will be conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. MHA will notify and provide program information to local realtors, agents, apartment associations and any interested landlords. MHA staff will be available to make presentations about the Housing Choice Voucher Program to these groups. In addition, printed materials that describe the program requirements and opportunities for property owners will be made available. MHA maintains a list of interested property owners and units available for the Housing Choice Voucher Program. As inquiries from prospective new property owners are received, staff records the necessary information about units and makes it available to prospective tenants upon request.

MHA will make a concerted effort to contact and encourage local property owners with units specially designed or adapted for persons with disabilities, and those who may be willing to adapt units, to participate in the program. Notices shall be sent to landlords presently participating, landlords that have participated in the past, local real estate agencies and to local social service agencies that specifically address the needs of handicapped clientele.

Whenever a local property owner makes a unit available for the program, MHA shall inquire as to whether the unit is handicap accessible and the extent of accessibility.

### **B. Pre-application and Application**

MHA will accept pre-applications for the Housing Choice Voucher Program when the waiting list is open. The waiting list will be open for a specified time-period (no less than two weeks) which will be listed on any advertisement or notification of MHA's open waiting list. Completed pre-applications must be submitted to the Memphis Housing Authority at a specifically identified post office box or address. MHA reserves the right to accept applications electronically via the internet or other automated system as deemed appropriate. The date of application is the date the application is postmarked or submitted electronically. Only those pre-

applications received by the due date as indicated by a postmark or other appropriate electronic submission verification tool during the time-period specified by MHA will be accepted as eligible pre-applications.

MHA will not deny anyone the right to submit a pre-application when the waiting list is open. Accommodations will be made for interested, disabled applicants. All applicant households will be offered the opportunity to apply for public housing, if the waiting list is open.

MHA will review all pre-applications submitted to determine whether the applicant household is obviously ineligible, and whether the pre-application is fully complete. All fully complete pre-applications submitted by persons who are not obviously ineligible, will be placed on a list which will be used to create the waiting list for assistance. Duplicate applications will be removed, so that each applicant has only one opportunity to be selected in the lottery. Applicants who have not completed their applications will not be placed on the list for selection in the lottery.

Applicants who submit pre-application forms after the closing date for submission will not be placed on the list for selection in the lottery.

Any applicant, who will not have an opportunity to be selected in the lottery (as described above), will be sent a written notice explaining this and the reason why their application will not be part of the lottery.

Once the list of all applicants has been created, families will be selected for the waiting list based upon a computerized random selection process (lottery). The waiting list will consist of the pre-determined number of families to be selected, in order based upon the random selection sequence of their applications. Lottery numbers will be assigned based on the sequential order and as assistance is available. Families will be selected from the waiting list in numeric order, based on a family's assigned sequential number. When a family is selected from the waiting list, the family will be required to submit a full application and documentation 60 days prior to the availability of housing assistance to determine eligibility. The information on the application will be verified by MHA.

At the time families are invited to complete a full application form, information provided will be verified by MHA, based on the criteria described in Section IV. C. of this Plan. Families that do not meet the income limits or do not provide the appropriate information will be determined ineligible.

### **C. Determination of Eligibility**

#### *Eligibility Criteria*

In order to receive housing assistance, the applicant must meet the following eligibility criteria:

1. Provide Social Security Number or Certify To Not Having One

Prior to admission, families are required to provide Social Security Numbers and documentation for all members age six (6) and older. Family members, who cannot

provide a Social Security Number, must certify that they do not have one. (Guardians or another adult must certify for children under the age of 18.)

2. Income Targeting to Extremely Low Income Families

In accordance with law passed by Congress in 1998, beginning in FY1999 and in each MHA fiscal year thereafter, not less than 75 percent of new admissions to the Housing Choice Voucher Program must have incomes at or below 30 percent of the median income for the Memphis MSA. MHA will monitor the new admissions on a quarterly basis to verify that this requirement is achieved and, if warranted, adjust the selection of new admissions to ensure compliance. In order to comply with the law, MHA may be required to skip over a higher income applicant on the waiting list in order to assist an applicant of extremely low income. If an applicant is skipped over, they will retain their original lottery number and be the first applicant offered an opportunity for assistance after the extremely low-income targeting requirement has been met.

3. Income Limits

For the Housing Choice Voucher program, at the time of admission, a family's annual income must not exceed the Very Low Income Limit published in the Federal Register for the Memphis Metropolitan Statistical Area.

Under limited circumstances, HUD rules allow admission of low-income families. These limited circumstances include:

- When a family qualifies as continuously assisted under the 1937 Housing Act. Families are considered to be continuously assisted if they were previously assisted in subsidized housing under the 1937 Housing Act within 90 days prior to issuance of a Voucher (e.g., in Public Housing);
- When a family is physically displaced by rental rehabilitation activity;
- When a non-purchasing household resides in a HOPE 1 (public and Indian homeownership) or HOPE 2 (multifamily homeownership) project;
- When a non-purchasing household resides in a HUD assisted multifamily project subject to a resident homeownership program under the Code of Federal Regulations Title 24 part 248.173; or
- When a family is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract.

*Need for Assistance*

Housing Choice Vouchers. Thirty percent (30%) of the family's monthly-adjusted income may not equal or exceed the Payment Standard for the unit size the family has been assigned by MHA using the standards described in this Plan.

*Required Citizenship or Eligible Immigration Status*

Every member of the applicant or tenant household must submit the required documentation. For family members claiming citizenship, the only requirement is to sign a declaration of citizenship. For family members claiming eligible immigration status, HUD requires that the family members sign a declaration of eligible immigration status and provide an original of the appropriate documentation. MHA will review the original document, copy it and retain a copy in the applicant/tenant file.

All adults in the household claiming eligible status must sign a verification consent form. The head of household must sign declarations on behalf of minors. MHA will then independently verify this status with INS. (See IV. AA. for more detailed information.)

*Criminal Background Checks and Denial/Termination of Assistance*

MHA conducts a criminal background for a period of three years preceding consideration for admission on all applicant family members 17 years of age and older. MHA will deny admission to any applicant households with one or more members who, within the five years preceding consideration for admission, has been evicted from federally assisted housing for drug-related criminal activity.

MHA also will deny admission and may terminate assistance at any time under the following circumstances:

1. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
2. Any household member has been convicted of other drug-related or violent criminal activity within the past three years.
3. Any household member is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household member is known to have lived.
4. MHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
5. MHA has reasonable cause to believe that a household member has engaged, within the past two years, in any other criminal activity that may threaten the health or safety of the owner, property management staff or MHA employees or their contractors and agents.

MHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related sentence, including applicable parole or probation period, three years prior to admission.

In determining whether to deny or terminate assistance, MHA may take such action if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

Extenuating circumstances, such as current or past participation in a rehab program, will be considered before final withdrawal of the applicant or termination of assistance. If MHA uses a criminal record report as the basis to deny or terminate assistance, MHA will provide the applicant/tenant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record.

*Homeless Set-Aside Program*

Families admitted into the Homeless Set-Aside program must meet all regular admissions and eligibility criteria.

*Subsidy Standards*

The following standards are used for assignment of the appropriate bedroom size on the Voucher.

Number of Bedrooms	Number of Persons	
	<u>Min</u>	<u>Max</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. MHA does not limit or restrict which family members may share bedrooms. However, as required by HUD, when determining unit size, MHA will attempt to meet HUD's intent and apply the following guidelines. As a general rule, MHA will issue one bedroom for the HOH and spouse in the household and one bedroom for every two persons thereafter. MHA will use the following standards as additional guidance in determining the appropriate bedroom size for any given family:

1. Adults of the opposite sex (other than spouses or cohabitants), and unrelated adults may occupy separate bedrooms.
2. Two minor children of the same sex, regardless of age difference, are required to share one bedroom. Children under the age of three may not be awarded their own bedroom except in cases involving a reasonable accommodation
3. Minor children of the opposite sex may occupy separate bedrooms.
4. Unborn children will be included in the size of the household.
5. A minor child, who is temporarily away from the home because of placement in foster care, is considered a member of the family in determining the family unit size.
6. MHA approves live-in aides to reside in the unit and be provided a separate bedroom as a reasonable accommodation for a family consisting of one or more elderly or disabled persons. However, MHA may deny or withdraw such approval at any time if the live-in

aide: (1) commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) fails to pass a criminal background check for drug-related or violent criminal activity, or; (3) owes rent or other amounts to MHA or another PHA in connection with the Housing Choice Voucher Program or public housing assistance under the 1937 Act. Only one bedroom will be awarded for the live-in aide and any family members of the live-in aide.

7. Space will be provided for a family member who is away at school but who lives with the family during school recesses.
8. MHA may assign a larger unit than permitted, using the above standards, if an individual with a handicap and/or a medical need requests a reasonable accommodation and provides documentation of need from a physician.
9. Families will not be required to use rooms other than bedrooms for sleeping purposes in the Voucher size determination.

Families may choose to rent larger or smaller units than listed on the Voucher as long as the rent reasonableness and Housing Quality Standards (HQS) requirements are met. However the subsidy will always be based upon the smallest of the size unit rented, or the unit size listed on the family's voucher.

HQS requirements permit a maximum of two persons per living or sleeping room in the units.

#### **D. Selection from the Waiting List**

##### *General Waiting List Order*

Applicants are placed on the waiting list in sequential, numeric order as determined in the randomly assigned method described in Section IV. B of this plan.

The waiting list is generally closed with the exception of the open applications periods that will be publicly advertised. The list remains open for persons qualifying for the preference for public housing resident described below.

##### *MHA Public Housing Resident Preference*

MHA will give preference in admission to MHA public housing residents who are required to relocate due to one of the following conditions:

- As a resident of public housing, the family is living in a unit that has been identified as hazardous to the family because the family has one or more children under the age of six with an Environmental Intervention Blood Lead Level, as defined by 24 CFR Part 35; or, there is a presence of other serious environmental hazards that affect the family's health or safety. The preference may be given if there are no lead-free units available in any other public housing development.

- Families (including single persons) who are currently residing in public housing units and who will be displaced by demolition, disposition, rehabilitation, or vacancy consolidation.

Families applying for assistance will be provided with a description of the Public Housing Resident Preference. They will also be required to provide verification from the MHA Occupancy Department. Before an applicant can receive a voucher, MHA must have verified the preferences claimed. If no verification is provided by the MHA Occupancy Department, the applicant will be returned to the waiting list.

*Preference for Families Impacted by a Condemnation Order Initiated by the City of Memphis Code Enforcement Division.*

MHA will provide a preference for very low-income families who will lose their home as a result of a Condemnation Order issued by the City of Memphis. To qualify for this preference, the applicant must meet all Section 8 eligibility criteria, meet the very-low income program guidelines and own and live in the property schedule for condemnation.

*Waiting List Update*

It is the primary responsibility of each applicant to ensure that MHA has the most recent and current information in order to be contacted when either the applicant's name nears the top of the list or when MHA performs a waiting list update. Under limited circumstances, MHA will approve reinstatement of a withdrawn applicant for one of the following reasons:

1. The applicant submitted a change of address to MHA prior to the notice being mailed by MHA and the information did not get updated in the waiting list database;
2. During the time of any waiting list update or, at the time of notification for an interview, the applicant could not respond. For example, the applicant was incapacitated due to hospitalization or was unavailable due to active participation on Jury Duty;
3. As a result of a data entry error, the MHA computer system incorrectly recorded the address of the applicant; and, therefore, the applicant was improperly withdrawn from the waiting list for failure to respond to a MHA notice; or
4. The applicant is a person with a disability who requires an alternative form of communication other than one normally used by MHA, and the applicant informed MHA, in advance, of the proper means of communication, as required by regulations.
5. In order to be considered for reinstatement, applicants must provide documentation acceptable to MHA proving that they share no burden in the failure to respond to a waiting list update or notification for interview.

When MHA decides to update the Housing Choice Voucher waiting list, it will mail notices to the applicants on the waiting list requesting updated information. The intent of the mailing is also to determine whether the applicant is still interested in the Housing Choice Voucher Program. The applicant will be required to respond to the request for information within a

specified time period. Each update notice will inform the applicant that, if they do not respond within the specified time period, the family will be withdrawn from the waiting list and will be given the opportunity for an informal review to dispute the withdrawal from the waiting list. The informal review process is described in Section IV. Y.

If the applicant fails to respond to MHA's request for updated information, or, any notice is returned to MHA as undeliverable, the applicant's name will be withdrawn from the waiting list.

### *Special Admissions*

Some applicant households will be admitted to MHA's Housing Choice Voucher Program without ever being on the waiting list or without considering the applicant's place on the waiting list. This may occur when HUD has awarded funding to MHA for a targeted group of households living in specified units. This HUD-targeted funding may include, but is not limited to:

- Families displaced because of demolition or disposition of a public or Indian housing development;
- Families residing in a multifamily rental housing development when HUD sells, forecloses or demolishes the development;
- Housing covered by the Low Income Preservation and Resident Homeownership Act of 1990;
- Non-purchasing families residing in a development subject to a homeownership program;
- Families displaced because of a mortgage prepayment or voluntary termination of a mortgage insurance contract;
- Families residing in a development covered by a project-based Housing Choice Voucher HAP contract at or near the end of the HAP contract term;
- Non-purchasing families residing in a HOPE 1 or HOPE 2 development;
- Over a 12-month period, families who are active participants in a Witness Protection Program and who are in need of assistance to move and ensure their continued protection, may be referred to MHA by either a Federal or State Law Enforcement Agency. Each referral must include certification by the Law Enforcement Agency that the family is a victim and/or witness of a violent crime and in a life-threatening situation. MHA will take all appropriate steps to maintain the confidentiality of each referral.

### **E. Family Choice of Housing and Housing Type**

Generally, MHA does not offer special housing types as an option to Housing Choice Voucher families. However, MHA will not deny a family (with a disabled member) the right to use any of the following special types of housing in accordance with the program requirements: Single Room Occupancy; congregate housing; group home; shared housing or cooperative housing only if needed as a reasonable accommodation for persons with disabilities.

#### **F. Verification of Eligibility and Preference**

At the time of initial eligibility determination and reexamination, applicants and participants will be required to certify to all information they provide to MHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form which is a general release form. Documentation of all verifications will be placed in the applicant/participant file. Family income and assets and all factors related to eligibility must be verified, including preference for assistance as described in Section IV. D. of this plan. Verifications must be completed before an applicant will be issued a Voucher.

MHA will rely primarily on Upfront Income Verification (UIV) tools and third party verification tools to verify income and other eligibility factors. This will include obtaining income data directly from electronic sources such as the HUD Tenant Accounting Sub System (TASS), Enterprise Income Verification (EIV) system and the ACCENT system which provides access to records held by the Tennessee Department of Human Services. No adverse action will be taken against an applicant or participant without independent verification of the information obtain through a UIV system.

To obtain third-party verification, MHA will mail or fax forms directly to the third party verification source and have them return the information back to MHA. Oral verification with the third party by phone will be obtained when efforts to obtain written verification have been unsuccessful. If third party verification is not possible, MHA will review documents brought in by applicants/current participants. If there are no documents, MHA may use a notarized applicant certification for verification.

In all cases, the highest level of verification, as outlined in HUD regulations, will be attempted before moving on to another verification method.

#### **G. Notification of Ineligibility**

Ineligible families will be notified by mail and given the reason for the determination, with an opportunity to request an informal review. Reasons why a family may be determined ineligible or denied assistance are included in Section IV. C. and Section IV. W. respectively.

#### **H. Computation of Total Tenant Payment and Determination of Rent**

Once verification is complete, MHA will compute Annual and Adjusted Income and Total Tenant Payment in accordance with 24 CFR Part 5.

*Calculation of Total Tenant Payment, Family Share and Family Rent to Owner*

Total Tenant Payment will be calculated using the greater of: a) 30% of the family's adjusted monthly income; b) 10% of the gross monthly family income; or c) the MHA minimum rent of \$50. Family Share and Rent to Owner is calculated only after the family finds a unit, and is calculated as the difference between the lesser of the Payment Standard or Gross Rent for the unit and the family's Total Tenant Payment.

#### *Minimum Rent*

MHA has adopted a minimum rent for the program of \$50. It is used as determined when applying the formula to calculate Total Tenant Payment as described above.

#### *Minimum Rent Hardship Exemption*

MHA will grant an exemption from application of the minimum monthly rent to any family making a proper request, in writing, that it is unable to pay the monthly minimum rent because of financial hardship, which includes:

- The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationalization Act, who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- Family income has decreased because of changed circumstance, including loss of employment;
- A death in the family that affects the family circumstances; or
- Other circumstances as determined by MHA on a case-by-case basis.

If a family requests a hardship exemption, MHA will suspend the minimum rent charge and adjust the HAP payment effective on the first of the month following the change in the family's circumstances. The family must provide documentation of the hardship. MHA will determine if the hardship is temporary or long term.

If the hardship is determined to be temporary, the minimum rent will be suspended for a period of ninety (90) days from the date of the family's request. At the end of the 90-day period, the minimum rent will be reinstated retroactively to the date of suspension. MHA will offer to execute a reasonable repayment agreement to cover the minimum rent charges accumulated during the suspension period. If MHA determines that the hardship is long term, the exemption will be applied so long as the hardship continues. Hardship determinations are subject to MHA's informal hearing process.

#### *Determination of Rent*

The Housing Choice Voucher subsidy is based on the established Payment Standard that reflects the cost to lease a unit in the area. If the gross rent (contract rent, plus utilities) is less than the Payment Standard, the family pays the Total Tenant Payment ("TTP"). If the gross rent exceeds

the Payment Standard, the family pays the TTP plus the amount by which the gross rent exceeds the Payment Standard.

Once the unit is selected, the family's portion of the rent is calculated as the difference between the gross rent and the lesser of the Payment Standard for the voucher size issued, or the unit size selected by the family.

At admission or transfer to a new unit, families are prohibited from paying more than 40% of their monthly adjusted income for rent when the gross rent exceeds the payment standard.

#### *Payment Standard*

MHA establishes payment standards based upon the HUD published Fair Market Rents for the Memphis Metropolitan Statistical area. The Fair Market Rent published by HUD is based upon the 40<sup>th</sup> percentile of rents charged to recent movers (within prior two-year period) in the private rental market. The MHA payment standard is based on a "basic range," which is between 90% to 110% of the 40<sup>th</sup> percentile FMR. MHA reviews payment standards annually, at the time new Fair Market Rents are published. MHA will revise the payment standards as necessary to ensure that families are able to find and lease a variety of units in a variety of neighborhoods with the maximum subsidy permitted by use of the payment standard in effect.

At the time the payment standard analysis is conducted each year, MHA will determine the number of currently assisted families paying more than 40% of income for rent, and will base the determination of payment standard adjustment on that information. If more than 10% of currently assisted households are paying more than 40% of income for rent, MHA will increase the payment standard to an amount within the basic range that will result in no more than 10% of families paying more than 40% of income for rent.

MHA will also review market data to ensure that the Payment Standard provides a subsidy adequate to enable families to lease units in neighborhoods that are not traditionally entered by Section 8 families.

#### *Additional Adjustments to the Payment Standard*

At least annually, MHA will review its payment standard to determine if an adjustment is needed for some or all units. In determining if an adjustment is appropriate, MHA will consider: assisted families' rent burdens, availability of suitable vacant units with rents below the payment standard, size and quality of units selected and/or the leasing success rate.

#### *Utility Allowance*

The utility allowance used is based on the actual size of the unit the family selects regardless of the size authorized on the family's Voucher. The Utility Allowance Schedule will be reviewed on an annual basis and adjusted as needed.

Any allowance for utilities will be deducted from the Total Tenant Payment to determine the Family Rent to Owner. Where the Utility Allowance exceeds the Total Tenant Payment, the tenant will pay \$0 rent and the difference between the utility allowance and the Total Tenant

Payment will be issued in the form of a two party check to the tenant and Memphis, Light, Gas and Water as a Utility Reimbursement towards utilities.

As a reasonable accommodation for families with a disabled household member, MHA will approve a utility allowance that is higher than the applicable amount on the utility allowance schedule.

### **I. Housing Choice Voucher Issuance and Briefing**

All eligible applicants (based on full and complete verification) are required to attend a briefing before a Voucher is issued. The briefings may be group or individual meetings. The Voucher will be issued during the briefing session.

#### *Briefing Packet*

Each family will receive a briefing packet containing, but not limited to, the following:

1. The term of the Voucher;
2. A description of MHA's policy on granting extensions or suspensions of term and how a family can request extensions;
3. Information on computing the Housing Assistance Payment;
4. Information on the Payment Standard and MHA's Utility Allowance Schedule;
5. How MHA determines the maximum rent for an assisted unit;
6. What the family should consider in deciding whether to lease a unit such as unit condition, reasonableness of rent, cost of tenant-paid utilities, whether the unit is energy efficient, and location of unit to public transportation, employment, schools and shopping;
7. Where the family may lease a unit using portability and how portability works;
8. HUD required tenancy addendum;
9. Request for Tenancy Approval and the process of obtaining an inspection;
10. MHA's policy on providing information to prospective landlords;
11. MHA's subsidy standards including any exception to these standards;
12. HUD brochure on selecting a unit;
13. Information on Upfront Income Verification (UIV) tools used to verify income;
14. HUD brochure, *Protect Your Family From Lead in the Home*;

15. Fair Housing Brochure and information, (HUD-903) and a Discrimination Complaint Form (HUD-903a);
16. List of landlords or real estate agents who may be willing to lease a unit or may be able to help the family locate a unit;
17. Notice that if the family includes a disabled person, the family may request a current listing of accessible units, known to MHA, that may be available;
18. Family program obligations;
19. Grounds under which MHA may terminate the family's assistance;
20. Informal hearing and review process and how to request a hearing;
21. A Voucher showing the bedroom size; and
22. Other items as MHA may determine.

#### *Briefing Session*

The briefing will cover the information in the packet and discuss the following topics:

1. Family, Owner and MHA Responsibilities under the Lease and Contract
2. Expiration and Extension of the Voucher
3. A description of the general location and characteristics of neighborhoods in Shelby County
4. Tips on Where to Look for Housing  
  
Sources of information on available units (e.g., newspapers, community bulletin boards) should be obtained. MHA will also provide a list of owners who have indicated a willingness to participate in the Housing Choice Voucher Program. Families will also be advised to maintain contact with the Housing Choice Voucher staff.
5. Housing Quality Standards  
  
HQS, rent reasonableness and procedures for inspections will be addressed. Housing quality standards to be used are described in 24 CFR 982.401.
6. Encouragement to consider all neighborhoods within Shelby County when searching for a unit. MHA will provide information on portability of the Voucher and its use to move out of areas of high poverty concentration.
7. Landlord-Tenant Laws and Federal, State and Local Fair Housing Laws

The participants' fair housing rights and what to do if discrimination is encountered will be discussed. In cases where discrimination is suspected, MHA will advise and assist the family to file a discrimination complaint with the Department of Housing and Urban Development.

8. Assistance to Elderly and Individuals with Disabilities

Additional assistance that is available for persons with disabilities or elderly households will be described. Housing Choice Voucher staff will provide as much assistance as possible and refer participants to social service agencies as needed.

9. Calculations/Explanation of Total Tenant Payment, HAP, Maximum Subsidy, Utility Allowances, and Utility Reimbursements

The applicable Payment Standard and Utility Allowance will be discussed as well as calculation of Total Tenant Payment, Family Share, Family Rent to Owner, Housing Assistance Payment, Maximum Subsidy and Utility Reimbursement. Allowances will also be explained.

10. Information Provided to Prospective Landlords about Participants

**J. Housing Choice Voucher Term and Suspension (Tolling) Policy**

Each Housing Choice Voucher recipient will be given a maximum of **60 days** (excluding any tolling time) to look for a unit. Extensions, not to exceed a maximum additional period of 60 days, are permissible at the sole discretion of MHA.

Extensions of search time will only be permitted for the following reasons:

- The family has a medical condition or handicap, which makes locating an accessible unit difficult;
- The family has three or more minors; or
- There is evidence of the family's search for a unit in a low-poverty area (such as submission of a Request for Tenancy Approval for a unit in a low-poverty area).
- There is evidence that a family has experienced discrimination due to their voucher holder status. The incident must be reported to the Memphis Fair Housing Center. To qualify for an extension, the family must obtain a written account of the discrimination to MFHC and evidence that they continued to search for housing. MHA will verify all requests with MFHC. Requests for extension under this category must be reviewed and approved by a Supervisor.

If a Voucher is about to expire, a family must submit a written request for an extension to MHA. The request must be submitted no later than five days **prior to** the expiration date. MHA will review the circumstances and determine whether an extension may be granted. MHA will provide to the family written documentation of any extension of search time.

### *Tolling*

In situations where a selected unit has been disapproved by MHA, the Authority will suspend the day count (term) of the Voucher as of the date the family submitted a Request for Tenancy Approval. The term will resume, beginning with the date the family is notified of the disapproval, and will continue for the number days remaining on the voucher at the time family submitted a Request for Tenancy Approval.

If the family has not found a unit within the maximum term allotted, with any extensions, the Voucher will expire and the family will be removed from the waiting list. Families seeking another opportunity for assistance must reapply to the program upon the reopening of the waiting list.

### **K. Information Provided to Prospective Landlords About Participants**

Upon written request, MHA will provide the current address and, if known, name and address of owner at participant's current and prior address to prospective landlords. MHA conducts a criminal background check on all applicant household members who are at least 17 years of age. MHA will inform all property owners interested in participating in the Housing Choice Voucher Program that tenant screening for payment and other lease compliance behavior is the owner's responsibility, and is not performed by MHA.

### **L. Security Deposits**

The property owner may collect a security deposit. The owner determines the amount of the deposit in accordance with local practices. MHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

### **M. Portability**

The portability feature allows a participating Voucher family to move from one jurisdiction to another with continued assistance. Voucher holders may move anywhere there is a Housing Agency that administers a tenant-based program. Families that are new admissions to the HCV program must meet the income eligibility requirements in the areas where the family initially leased a unit with assistance. Participant families must also meet the income eligibility requirements in the area to which the family plans to move. In this case, the family is considered "continuously assisted" and the Low Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

A family, in which the head of household or spouse of the family lived within the city of Memphis or Shelby County on the date of application, is eligible for portability at the time a Voucher is issued. Other families must first lease a unit within MHA's jurisdiction for 12 months before becoming eligible for portability, unless the receiving PHA mutually agrees to accept the outgoing family.

MHA does not permit families to move during the initial lease term under portability procedures.

Families must notify MHA in writing when they want to move using the portability feature. When a family notifies MHA that it wants to move under the portability procedures, MHA will contact the receiving Housing Authority. MHA will confirm the following to the receiving HA:

- The family is eligible for assistance, (i.e., meets the requirements of MHA); and
- A Voucher has been issued to the family.

MHA will always participate in assisting clients who wish to exercise portability. To the greatest extent possible, MHA will absorb Voucher holder families moving into Shelby County from other jurisdictions. MHA will administer assistance to such families on behalf of an initial HA when the MHA program utilization rate is 100% or the cost of absorbing the contract is prohibitive within the HUD approved budget

MHA will encourage and request other Housing Authorities to absorb families who move out of the city of Memphis or Shelby County, but will fully cooperate if a Housing Authority wishes to administer MHA assistance.

#### **N. Requirements for Lease Submission and Unit Approval**

Voucher holders must submit a fully completed and executed Request for Tenancy Approval (RTA) and a copy of the owner's proposed lease **prior to** Voucher expiration. Once this information is submitted, MHA will review the landlord lease, determine rent reasonableness, inspect the unit and approve of the owner. If a RTA is delivered or received on the expiration date, the RTA will be accepted and the unit scheduled for inspection. If the unit subsequently fails after two inspections, the family will be provided with one day of tolling time as described in paragraph H. of this Section.

#### *Landlord Lease*

A lease between the owner and tenant shall be in a standard form used by the owner for other unassisted tenants. The initial lease term cannot be for less than one year. The terms and conditions of the lease shall be consistent with State and local laws.

*Rent Reasonableness*

Rent reasonableness will be determined for all new leases and rent increases. A reasonable rent to the owner is defined as a rent that is not more than rent charged for comparable units in the private, unassisted market and for comparable unassisted units. MHA will not approve a subsidized tenancy until a determination has been made that the initial rent to the owner is reasonable. The reasonableness of the rent requested by the owner will be determined by considering the following factors:

- Location;
- Quality;
- Size;
- Unit Type;
- Age of the Contract Unit;
- Amenities;
- Housing Services;
- Maintenance; and
- Utilities provided by the Owner in accordance with the Lease.

MHA maintains market survey information on rents for comparable units in the area. Market survey information that is more than 24 months old is not used for determining rent reasonableness.

If MHA determines that the amount of rent requested by the owner is not reasonable, a reasonable rent will be computed, and MHA staff will tender a counter-offer to the owner. Failure by the owner to lower the rent will result in disapproval of the unit for the program. If the unit is disapproved and the family's voucher has expired, tolling time will be added to the term of the voucher as described in paragraph H. of this Section

### *Inspection Standards*

MHA adheres to Housing Quality Standards (HQS) standards as established in 24 CFR 982.401 to perform all required inspections. Interpretative guidance for HQS acceptability criteria is taken from Form HUD 52580-A dated 9/00, the HUD Housing Inspection Manual and MHA Inspection Policy and Procedure memoranda. Before any unit is approved under the Housing Choice Voucher Program, MHA requires compliance with HQS. Units must be inspected and pass HQS prior to approval of any lease, and at least annually thereafter. Inspections may also occur on other occasions, as warranted, such as in the case of a request for inspection by the owner or family.

Property owners/agents and families are encouraged to be present during an inspection of their unit(s) by MHA.

If at the initial inspection there are defects or deficiencies, which must be corrected to make the unit decent, safe and sanitary, the owner, will be advised by MHA of the work required. MHA will give the owner a specified date by which to complete the work. Before a contract is executed, any unit that fails must be reinspected to ascertain whether the necessary work has been performed. The unit must be approved as compliant with HQS before execution of the contract.

### *Proof of Ownership/ID*

MHA will require all property owners who request to rent their units through the Section 8 program to provide a picture ID and proof of ownership, including property parcel identification numbers. Acceptable forms of ownership documentation include a deed, property mortgage insurance paperwork, property tax records and closing escrow documents (for recent transactions only). The owner must provide a minimum of one (1) document establishing ownership. MHA will compare the documentation provided by the property owner with information available on the Shelby County Tax Assessor, Shelby County Trustee, the Register's Office, and other local government websites, when available. In cases where the owner has elected to utilize the services of a property management company or has otherwise designated an agent to act on his/her behalf, MHA may request a copy of the management or agent agreement in addition to proof of ownership documentation. MHA may not enter into a Housing Assistance Payment contract for any property until ownership, and, if applicable, authorization to act on the owner(s) behalf, are clearly established. MHA reserves the right to request additional documentation as necessary.

*Disapproval of Property Owner and/or Owner Participation*

MHA will not approve a unit if the owner has a history or practice of failing to terminate tenancy in units assisted under Housing Choice Voucher or any other federally assisted housing program for activity by the tenant, any member of the tenant's household, a guest or another person under the control of any member of the household that:

1. Threatens the right to peaceful enjoyment of the premises by other residents;
2. Threatens the health or safety of other residents, of employees of the MHA, or of owner employees or other persons engaged in management of the housing;
3. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
4. Engages in drug-related or violent criminal activity.

MHA will also deny or terminate owner participation for one or more of the following reasons:

1. The owner is debarred, suspended or subject to a limited denial of participation by HUD or is under restriction by the City of Memphis;
2. If directed by HUD because the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act;
3. If directed by HUD because a court or administrative agency has determined that the owner has violated the Fair Housing Act.
4. Acts in collusion with a recently debarred or suspended owner for the purpose of circumventing the debarment or suspension.

MHA, at its discretion, may deny participation to an owner if any one of the following conditions exists:

1. The owner has violated obligations under any Housing Choice Voucher HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
3. The owner has engaged in drug-related criminal activity or any violent criminal activity.
4. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

5. The owner has a history or practice of renting units that fail to meet State or local housing codes;
6. The owner has not paid State or local real estate taxes, fines or assessments;
7. The owner threatens or is abusive towards MHA personnel; or
8. The owner(s) has not provided adequate proof of ownership.

The individual circumstances and seriousness of such conditions will be considered prior to disapproval of an owner.

If MHA determines that the owner and unit are acceptable, the assistance contract may be approved. If the unit cannot be approved, the owner and subsidy holder will be notified and provided with the reason and an opportunity to correct any deficiencies.

#### *Property Owner or Landlord Suspension and Debarment*

Property owners, landlords, and/or their designees, who commit fraud within the Section 8 program or knowingly violate the HAP Agreement may be suspended or debarred at the discretion of the Authority. It will be handled as an internal administrative matter of the Memphis Housing Authority

Contracts or HAP agreements shall not be entered into or awarded to debarred or suspended owners or landlords. A debarment by the Authority shall be for a period of six (6) years. Suspensions may be issued for any period from one (1) to five (5) years.

If an owner, landlord or their designee, is determined by the Authority to have committed an act or action justifying the sanction of suspension or debarment, the landlord shall be advised in writing by regular and certified mail of the reason for the determination.

The Owner or Landlord will have fifteen (15) days from the date the notice is mailed to appeal the determination to the Executive Director in writing by certified mail. Upon receipt of said notice the Executive Director will schedule a hearing for the owner before the Section Eight Hearing Panel or other designated review panel

The panel or review committee will within 15 working days from the date the appeal is heard render an advisory decision in writing to the Executive Director. The Executive Director may accept, reject or amend the decision of the Panel and will notify the Owner or Landlord within 10 days of his disposition of the matter. The Executive Director's disposition shall be final and binding upon the Agency and Owner.

#### *Restriction on Renting to Relatives*

Housing Choice Voucher recipients may not rent units which are owned by a close relative (defined as the parent, child, grandparent, grandchild, sister, or brother) of any member of the recipient's household. The exception to this rule is if the recipient household member has a

disability and, renting from a close relative is determined to be a reasonable accommodation. This policy applies only to new admissions and transfers. The policy does not affect current participants who are leasing units from close relatives until they decide to move or unless the owner wishes to amend the lease or execute a new HAP Contract for the same unit. It also does not affect families at the time that their subsidy is converted to the Housing Choice Voucher so long as they remain in the same unit under the same lease agreement.

### **O. Lease Requirements and Contract Execution**

After the unit passes inspection and the Contract Rent is approved, MHA will confirm the family composition and income and allowances with the family. Changes will be re-verified. The owner and tenant will provide MHA with a copy of the signed Lease.

Federal regulations require that the lease include the following as grounds for lease termination:

1. Drug-related criminal activity or violent criminal activity: engaged in on or near the premises by any tenant, household member or guest; or, engaged in on the premises for any other person under the tenant's control;
2. Illegal drug use or a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises) and by persons residing in the immediate vicinity of the premises;
4. When it is determined the tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit crime that is a felony under the laws of the state from which the individual flees; and
5. When the tenant is violating a condition of probation or parole imposed by Federal or state law; any member of the family household is subject to a lifetime registration requirement under a State sex offender registration program in the state where the housing is located.

### *Family Obligations*

The family shall be obliged under the terms of its Voucher subsidy to:

1. Supply such certification, release information or documentation as MHA determines to be necessary in the administration of the program, including information required by MHA for a regularly scheduled re-examination or interim re-examination of family income and composition or pursuant to a Quality Control Review or HUD Audit in accordance with HUD requirements.

2. Allow MHA to inspect the dwelling unit at reasonable times and after reasonable notice. The family must allow the owner/landlord access to make repairs.
3. Notify MHA, in writing at least thirty (30) days before vacating the dwelling unit as well as providing MHA with a copy of the notice to vacate the unit submitted to the owner.
4. Use the dwelling unit solely for residence by the family and as the family's principal place of residence; and shall not assign the lease or transfer the unit.
5. Not receive Section 8 tenant-based program housing assistance while residing in a unit owned by a parent, grandchild, sister, brother, or any member of the family, unless MHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
6. Avoid creating a breach of HQS by:
  - Failing to pay for utility bills in the family's name and/or to make Utility Reimbursement payments directly to the Utility Company on the family's behalf;
  - Not allowing the landlord/owner access to the unit to make repairs;
  - Failing to provide and maintain any appliances the owner is not required to provide; or
  - Damaging or allowing any family member or guest to damage the unit or common areas.
7. The family must also correct, within 24 hours, any life-threatening breach of HQS it has caused, and any other violations within the time frame specified by MHA.
8. The family and their guest(s) shall not:
  - Commit serious or repeated violations of the lease.
  - Own or have any interest in the dwelling unit unless as a participant in the "SHAPE" Homeownership Program. However, if the owner is a cooperative, the family may be a member of the cooperative.
  - Commit any fraud, bribery or any other corrupt criminal act in connection with the Housing Choice Voucher Program;
  - Receive assistance (including each family member) under the Housing Choice Voucher Program while occupying, or receiving assistance for occupancy of, any other unit assisted under any Federal housing assistance program (including any *Subsidy Program*).

- Engage in any drug-related criminal activity, violent criminal activity, or illegally possess weapons.
  - Engage in the use of illegal drugs or abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  - Not engage in or threaten abuse or violent behavior toward MHA personnel.
  - Not damage the unit or premises (other than damages from ordinary wear and tear) or permit any guest to damage the unit or premises.
9. Families must report to MHA any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days. At initial lease-up, and while preparing to move-in, MHA will allow the families to be absent from the unit up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days, unless the participant can document a medical need.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than 90 days for a reason other than medical need, the unit will not be considered the family's principal residence and the family shall be terminated from the program.

**P. Information and Assistance**

Program participants will be informed that MHA staff is available to discuss and assist with any program related issues. Participants will be instructed to contact owners directly to request needed maintenance or repairs; however, if the owner fails to respond within a reasonable period of time, the family should contact the MHA Inspections Department to schedule a complaint inspection.

**Q. Reexamination of Household Composition, Income, Allowances and Rent**

*Annual Reexaminations*

MHA will re-examine the income, assets, expenses and family composition of all families at least annually. Approximately ninety (90) days prior to the family's re-examination effective date, the family will be notified of a scheduled re-examination interview. If the family is unable to attend the scheduled interview, another appointment will be scheduled. If the family fails to keep the second appointment, MHA may send the family a notice terminating assistance under the Housing Choice Voucher Program, effective on the family's re-examination effective date.

*Move to a New Unit*

Re-examination will be required when a family receives a new Housing Choice Voucher for the purpose of moving to a new unit to ensure that the re-examination cycle continues to parallel any new HAP contract anniversary date.

### *Interim Reexaminations*

Rent and other charges shall remain in effect for the period between regularly scheduled re-examinations, except when:

- There is a change in the household composition. Any change in the household composition must be reported within 30 days. If the change in household composition results in a reduced income for the household, the tenant's rent will be adjusted. Any new household members must be approved by MHA. If the addition of a household member results in an increase in income, the tenant's rent will be adjusted accordingly.
- There is a decrease in household income that is expected to last longer than 30 days.

Decreases in the tenant's Total Tenant Payment will be effective the first day of the month following the month in which the change is reported; provided, the change was reported within 30 days. Increases will become effective at the first day of the second month following the date the change occurred.

Interim re-examinations do not affect regularly scheduled re-examination effective dates.

MHA will schedule special re-examinations every 180 days for families reporting zero (\$0) income. Families reporting \$0 income will be required to have all adult household members sign a certification of \$0 income and a Release allowing MHA to obtain a certified copy of any tax return submitted to the IRS by all adults residing in the household. Failure to comply with these re-examination requirements will be considered grounds for termination of assistance.

### **R. Contract Rent Increases**

At all times during the assisted tenancy, the rent to the owner may not exceed the reasonable rent as most recently determined or redetermined by MHA.

MHA will redetermine the reasonableness of the rent under the following circumstances:

- Before any increase in the rent to the owner;
- If there is a 5 percent decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary; or
- If directed by HUD.

Rent increases will not be approved unless the rent is comparable and the unit is in decent, safe, and sanitary condition and the owner is in compliance with the terms of the HAP contract and lease.

The Contract Rent may not be increased during the initial term of the lease. After the initial term, owners may request an increase at any time but must provide written notice of any proposed increase to the family and to MHA in accordance with the lease and contract. The

increase will not be approved unless the increased rent meets rent reasonableness requirements and the family agrees to the increase.

Families who wish to move because of the owner's rent increase will be required to give the owner proper notice and notify MHA at least 30 days in advance.

## **S. Rent Abatement and Contract Terminations for HQS Violations**

### *Non-Emergency HQS Inspections*

MHA will send the owner advance written notification, in accordance with the HAP contract, when MHA plans to abate payments. MHA will also notify the family of this action and apprise the family of its responsibility, based on applicable State or local law, for the payment of the tenant share of rent to the owner. When an owner fails to correct cited repairs within the specified time frame, housing assistance payments will be abated at the end of the month in which the failed reinspection occurred, and will continue until such time when:

- The owner corrects the deficiencies, in which case the housing assistance payments may be resumed as of that date; or
- The HAP contract expires or is terminated.

No retroactive payments will be made for the period during which the rent abatement occurred. When the deficiencies are corrected, however, proration of the monthly HAP payment may be provided to the owner based on the date a MHA inspector certified the required work was completed.

MHA will terminate HAP contracts which are under abatement at the earlier of: a) the month the family living in the unit has moved, or b) two months after the last HAP payment was made.

### *Emergency HQS Inspections*

In cases of owner or tenant failure to repair life-threatening conditions within the required 24-hour time period, HAP contracts will terminate the end of the month following expiration of a 30-day notice to terminate. Life-threatening conditions include, but are not limited to:

- No heat between November 1 and March 1.
- No electricity in the entire unit.
- No running water.
- Natural gas leak or fumes from any fuel burning equipment.
- Major plumbing leaks or flooding (such as sewer backup or stoppage).
- Any electrical outlet, switch, stationary light fixture, fuse box or circuit breaker that smokes, sparks or short circuits, creating a fire hazard.

- Uninhabitable units due to fire, tornado, destroyed or vandalized property that prevents a tenant from using the bathroom or kitchen or from entering the dwelling unit.
- Any life threatening condition as determined by the inspector and approved by the inspection supervisor.

#### **T. Repayment Agreements**

If a participant owes money to MHA, MHA may require the participant to enter into a repayment agreement or may require repayment on demand. If the participant does not comply with the repayment agreement, MHA may terminate the participant from the program. However, MHA will consider extenuating circumstances on a case-by-case basis.

If MHA determines that the family committed fraud or was grossly irresponsible, MHA may require the family to repay the entire amount in full or have its assistance terminated, since fraud or gross irresponsibility are considered a violation of a family obligation.

In no case does MHA have a responsibility to enter into a repayment agreement. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed. MHA may take such action, as necessary, to collect the amounts owed.

#### **U. Family Moves**

##### *Moves Requested by Participant Family*

A family is not permitted to move during the initial lease term. Thereafter, families may move no more frequently than once every twelve months.

A participant family, who wants to move, **must** vacate the unit in compliance with the lease (e.g. provide landlord with adequate notice). The family must provide MHA thirty (30) days written notice and a Request for Tenancy Approval in order to receive a Voucher to lease a new unit. MHA may opt to conduct a criminal background check of the members of the household who are 17 years of age and older prior to approving the issuance of a voucher to move. Provided all obligations have been met, the family will be issued a Voucher to lease a new unit.

##### *Moves Required by MHA*

MHA may require participant families to move from one unit to another unit if the unit is overcrowded or the owner fails to comply with HQS requirements.

#### **V. Family Break-Up**

In the case of family break-up, MHA has the discretion to decide which members of an assisted family will continue to receive the housing assistance. The factors to be considered may include: whether the assistance should remain with family members remaining in the original assisted unit; the interest of minor children or of ill, elderly or disabled family members; and whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household. MHA will not approve

a transfer of the voucher from one head of household to another head of household where it constitutes a violation of waiting list and preference policies.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under the settlement or judicial decree, MHA will follow the court's determination of which family members continue to receive assistance in the program.

## **W. Termination of Tenancy**

### *By the Owner*

An owner may evict the resident from the unit only by instituting a court action and only for one of the following reasons:

1. Serious violation (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violation of the terms and conditions of the lease;
2. Violation of Federal, State or local law which imposes obligations on the resident in connection with the occupancy or use of the dwelling unit and surrounding premises; or
3. Other good cause (only permitted after expiration of the initial lease term).
4. Owner termination of residency for other good cause may include:
  - The tenant's failure to accept the offer of a new lease in accordance with HUD regulations
  - A history of disturbances of neighbors or destruction of property;
  - Living or housekeeping habits resulting in damage to the unit or property;
  - Criminal activity by family members involving crimes of physical violence to persons or property;
  - A business or economic reason; and
  - The owner's desire to utilize the unit for personal or family use.

This list of examples is intended as a non-exclusive statement of some situations included in "other good cause," but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list.

If the owner opts not to renew the Lease or to terminate the HAP contract for a business or economic reason (such as the sale of the property, renovation of the unit or desire to rent the unit at a higher rate) or if the HAP contract is to expire, the owner must give written notice to the family and MHA in accordance with the lease.

The owner must notify MHA in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the resident under State and local law. The notice to MHA may be given by furnishing to MHA a copy of the notice to the tenant.

*By the Tenant*

The tenant may terminate the lease without cause at any time after the initial term of the lease, according to the requirements stated in the lease, with written notice by the tenant to the owner (with a copy to MHA). The tenant may, however, only receive a Voucher to move if it has been at least 12 months since the last household move with assistance.

**X. Denials and Terminations**

*MHA Termination of the HAP Contract*

MHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases, the HAP contract will terminate on the last day of the month following the month in which MHA provided the owner with notice.

MHA may terminate the HAP contract for any owner breach of contract, including the following:

1. HAP contract violation (such as not maintaining HQS);
2. Any fraud or bribery or other corrupt or criminal act in connection with Federal housing programs;
3. Has a history or practice of failing to terminate tenancy of tenants of assisted units for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (a) threatens the right to peaceful enjoyment of the premises by other residents; (b) threatens the health or safety of other residents, of employees of MHA, or of owner employees or other persons engaged in management of the housing; (c) threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or, (d) commits drug-related criminal activity or violent criminal activity.
4. Engaging in any drug-related criminal activity or any violent criminal activity; or
5. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program. (Only for projects with mortgages insured or loans made from HUD.)

The nature and extent of circumstances will be considered when such HAP contract terminations are proposed.

*Denial or Termination of Assistance to Applicant/Participant Families:*

MHA may deny housing assistance to any applicant household:

1. Who does not meet eligibility requirements;
2. Who has any household member who refuses to sign or submit consent forms;
3. Wherein the Total Tenant Payment is greater than the Payment Standard;
4. Who has any household member who has been evicted from public housing within the past five years.
5. If MHA has ever terminated assistance to any household member under the Housing Choice Voucher Program.
6. Who has any household member who illegally possesses weapons.

MHA may deny or terminate housing assistance to any applicant or participant household who:

1. Violates program obligations, including compliance with HQS.
2. Commits fraud in connection with this program or any other Federal housing assistance program. If MHA determines that the family committed willful and intentional fraud, MHA may require the family to repay any amount owed in full or the family's assistance may be terminated. MHA may, at its discretion, offer the applicant or participant the opportunity to enter into an agreement to repay the amounts owed to MHA or another Housing Authority. If MHA elects to make such an offer, the agreement shall be on terms prescribed by MHA. MHA may, at any time, deny or terminate assistance for breach of such agreement. (See also Section T. Repayment Agreements.)
3. Owes money to MHA or any other Housing Authority in connection with the Housing Choice Voucher Program or the Public Housing Program, if an applicant; or owes money to MHA and breaches a reimbursement agreement, if a Housing Choice Voucher participant;
4. Has engaged in or threatened abusive or violent behavior toward MHA personnel;
5. Has \$0 in housing assistance payments paid on the family's behalf for six months;
6. Is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
7. Is convicted of other drug-related or violent criminal activity within the past two years.
8. Is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household is known to have lived.
9. Has any household member who illegally possesses weapons;

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, MHA will consider all of the circumstances of the case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days to MHA. At initial lease-up, and while preparing to move-in, MHA will allow the families to be absent from the unit up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days, unless the participant can document a medical need.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than 90 days for a reason other than medical need, the unit will not be considered the family's principal residence and the family shall be terminated from the program.

## **Y. Informal Reviews and Hearings**

### *Informal Reviews of Procedural Compliance*

To request an informal review of MHA's decision to deny assistance, an applicant for participation in the Housing Choice Voucher Program must submit a request for a review. The request must be submitted in writing, within 10 business days from the date of MHA's initial notice of determination. MHA shall give an applicant an opportunity for an informal review of a decision denying the applicant for one of the following reasons:

- Listing on MHA's waiting list;
- Issuance of a Voucher;
- Participation in the program; or
- Any type of preference.

Informal reviews will not be granted to applicants who dispute the following actions:

1. The number of bedrooms entered on the Voucher;
2. A determination that a unit does not meet or comply with Housing Quality Standards;
3. A decision not to approve a request for an extension of the term of the Voucher; or
4. General policy issues or class grievances.

The informal review shall be conducted by a staff member(s) designated by MHA, other than a person who made or approved the decision, or a subordinate of such person.

MHA shall give the applicant prompt written notification of the result of the hearing. The notification shall:

- Be given personally to the applicant or member of the family or sent by first class mail to the last known address; and
- Give a brief statement of the reason(s) for the decision.

#### *Informal Hearings*

To request an informal hearing, the participant in the Housing Choice Voucher Program must submit a request, in writing, within ten (10) business days from the date of MHA's notice of adverse action. MHA shall give the participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant are in accordance with law, HUD regulations and MHA rules in the following situations:

- A determination of the amount of Total Tenant Payment, Family Share, Family Rent to Owner, or Payment Standard. (This requirement does not apply to utility allowance schedules.)
- A decision to deny or terminate assistance on behalf of the participant;
- A determination that a participant family is residing in an overcrowded dwelling unit;
- In the case of a participant who wants to move to another dwelling unit, a determination of the number of bedrooms to be entered on a Voucher; and
- A decision to delay, terminate or deny assistance because of ineligible immigration status (this applies to both applicants and participants).

An informal hearing **will not** be granted to participants to review:

- General policy issues or class grievances;
- A determination that
  - a unit does not comply with Housing Quality Standards,
  - that the owner has failed to provide decent, safe and sanitary housing, or
  - that the unit is not decent, safe and sanitary because of an increase in family size or change in composition; or
- A decision by MHA to exercise any remedy against an owner.

The informal hearing for participants shall be conducted in accordance with the following procedures:

1. MHA shall appoint a hearing officer or **panel** to conduct the hearing, other than the person who made or approved the decision under review or a subordinate of such person;
2. The family, at its own expense, may be represented by a lawyer or other representative;
3. The family or its counsel/representative shall be given an opportunity to examine evidence, question adverse witnesses, and to present testimony and evidence in its favor;
4. Evidence shall be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings;
5. The hearing officer **or panel** shall issue a written decision stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing; and
6. A copy of the hearing decision shall be furnished promptly to the participant.

MHA is not bound by a hearing decision:

1. Concerning a matter for which MHA is not required to provide an opportunity for an informal hearing;
2. Beyond the authority of the person conducting the hearing under MHA's hearing procedures; or
3. Contrary to HUD regulations or requirements or otherwise contrary to Federal, State or local law.

If MHA determines that it is not bound by a hearing decision, MHA shall promptly notify the participant of the determination and of the reasons for the determination.

#### **Z. Damages to the Unit, Unpaid Rent and Vacancy**

*Special Claims: Form of HAP contract dated prior to 9/95*

Housing Assistance Payments contract forms prior to the 9/95 edition, entitle owners to bill MHA for tenant damages and unpaid rent not covered by the family's security deposit. To be reimbursed for damages, the owner must contact MHA within five (5) days of the tenant vacating the unit to schedule a move-out inspection to assess the damage.

The owner must also submit back-up documentation to MHA of attempts to bill the tenant for the unpaid rent and damages, and either actual invoices for repairs made, or projected cost estimates for work claimed to be necessary. The owner must also certify that these costs will not be reimbursed from some other source (e.g., insurance settlement). The owner must submit all required documentation within sixty (60) days of move-out to be eligible for a special claims payment.

MHA's maximum liability for unpaid rent and damages is specified in the contract.

The owner of a unit subsidized under a HAP contract edition prior to the 9/95 edition may also be entitled to receive vacancy loss from MHA if the family moved out without giving adequate notice. To receive vacancy loss reimbursement, the owner must first apply the security deposit collected (or what he/she could have collected), notify MHA of the vacancy, document attempts to re-rent the unit and certify that payments for the loss were not provided from some other source. The owner may be paid up to 80% of the contract rent for the month following move out.

*Use of the Security Deposit: September, 1995 versions of HAP contracts.*

When the tenant moves out of the dwelling unit, the owner (subject to state and local law) may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

No vacancy loss payments are permitted under the revised September, 1995 version HAP contract.

#### **AA. Restrictions on Assistance to Noncitizens**

As of June 19, 1995, HUD regulations prohibit MHA from providing housing assistance to noncitizens with ineligible immigration status. MHA will comply with all requirements of the regulations and the following policies:

##### *Continued Assistance at Full Amount*

Continued assistance at the full amount will be provided to certain mixed families. Mixed families are households in which one or more family members are citizens and/or have eligible immigration status and the remaining members do not. Mixed families that meet the following three criteria will receive continued assistance, at the full amount allowable under the Housing Choice Voucher Program, as long as they meet the requirements of the Housing Choice Voucher Program.

- The family was receiving assistance under a covered program as of 6/19/95;
- The family's head of household or spouse has eligible immigration status; and
- The only other people in the family without eligible immigration status are the head of household, spouse or parents or children of the head of household or spouse.

##### *Prorated Assistance*

All mixed families that are not eligible for, or interested in, continued assistance will be offered a prorated housing assistance payment based on the number of eligible family members. Applicant families who reject this option will not be assisted.

*Extensions of Time to Document Status*

Applicants and currently assisted households who have members who are noncitizens will be given an extension of time to submit evidence of eligible immigration status when the family:

- Submits the required declaration of eligible immigration status (see Section IV. C. Determination of Eligibility); and
- Certifies the evidence needed is temporarily unavailable, additional time is needed, and that prompt and diligent efforts will be undertaken to obtain the evidence.

MHA will notify families of whether their extension has been granted or denied, and the time period for the extension based on the circumstances. If the extension is denied, MHA will provide the reason for denial.

*Denial or Termination of Assistance*

Full or prorated assistance to an applicant or currently assisted household, with at least one person with documented status, will not be delayed, denied or terminated because of ineligible immigration status for the following reasons:

1. The INS verification process is not completed;
2. The family member in question moves;
3. The INS appeals process has not been completed;
4. For a currently assisted household, the informal hearing process is not complete;
5. Assistance is prorated; or
6. Mixed family assistance is continued or deferral of termination of assistance is granted.

Once the INS appeal process is completed, assistance to an applicant may be delayed (but not denied) until any requested MHA hearing is concluded.

Assistance to an applicant will be denied and a currently assisted household's assistance terminated when:

- Declaration of citizenship or eligible immigration status is not submitted by the specified deadline or any extension; or
- Required evidence is submitted but INS primary and secondary verification does not verify immigration status, and

- Family does not pursue INS or MHA appeal; or
- INS or MHA appeal is pursued but decision(s) are rendered against family.

MHA will send a notice when it decides to deny or terminate assistance for a household. The notice will include the reason for a denial, if the family has any rights to prorated assistance, the right to appeal to the INS and the right to request an informal hearing in lieu of or after the INS appeal.

- For applicants, the notice will advise that assistance may not be delayed until the conclusion of the INS appeal process but may be delayed during the informal hearing process.

### *INS Appeals*

If the secondary verification process does not confirm eligible status, MHA will notify the family in writing of the INS verification results and send the family a delay, denial or termination of assistance notice which informs the family of the right to file an appeal with the INS. The family has 30 days from the date of notification to request an appeal with the INS, in writing.

MHA may give a family an extension of time to file a request for extenuating circumstances.

No delay, denial or termination of assistance on the basis of immigration status will occur until the INS appeal process is completed.

When MHA receives a copy of the INS decision, MHA will notify families in writing of decisions concerning eligibility for assistance. If a family is ineligible, the notification will include the reasons and inform the family of its right to request an informal hearing.

### *Informal Hearings*

Families who are denied eligibility because they do not meet the requirements of the restrictions on assistance to non-citizens, may request an informal hearing within ten (10) days of the mailing of the INS decision or within ten (10) business days of MHA's decision to delay, terminate or deny assistance, or in lieu of an INS appeal. MHA will extend this request period for a specified period of time for good cause.

For currently assisted households, the informal hearing procedures are described under Section IV. Y. Informal Reviews and Hearings. For applicants, an informal hearing will be conducted by a person designated by the HA who may not be the person who made or approved the decision or a subordinate of the person who made or approved the decision. Applicant families requesting a hearing shall:

1. Have the opportunity to examine and copy documents pertaining to eligibility status (at their own expense);
2. Have the opportunity to present evidence and arguments in support of eligible status;

3. Have the opportunity to contest evidence used by the HA and to confront and cross-examine witnesses called by the HA;
4. Be entitled to be represented by an attorney or other designee;
5. Be entitled to arrange for an interpreter at the expense of the applicant or the HA, as agreed upon by both parties;
6. Be entitled to have the hearing recorded by audiotape.

MHA will notify the family of its decision within **fifteen (15)** business days of the informal hearing.

#### **BB. Administrative Fee Reserve Expenditures**

Expenditures from the administrative fee reserve of the Section 8 program in excess of \$10,000 will be approved by the MHA Board. Expenditures of less than \$10,000, must be approved by the Executive Director or his designee.

#### **VI. Monitoring Program Performance**

MHA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in applicant and participant files. Inactive files will be maintained for three years.

Applicable records related to immigration status will be maintained for 5 years. All other aspects of monitoring program performance will be performed in accordance with HUD requirements and MHA's policies.

In order to ensure adherence to the Housing Quality Standards and to monitor inspection determinations, a qualified staff person or agent of the Authority, who did not conduct the original or reinspection, will reinspect a random sample of the approved units.

#### **VII. Interpretation and Amendment**

##### **A. Interpretation**

The policies set forth herein shall be interpreted, implemented and acted upon in relation to the laws of the United States and the State of Tennessee, and all rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the Policies and Procedures described in this Administrative Plan and all of which are incorporated herein by reference and all current rules, regulations and policies, including, but not limited to, Income Limits, Utility Schedules and Fair Market Rents, shall be in accordance with Federal law.

##### **B. Amendment**

The policies outlined herein shall be amended only by resolution adopted by the affirmative vote of the MHA Board upon recommendation by MHA. No action shall be required to make changes required by laws of the United States or the State of Tennessee or any rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the herein expressed Policies, and all of which are incorporated herein by reference. MHA Board of Directors will be notified of any subsequent changes that may be effective through new Federal regulations.

## APPENDIX 1

### Definitions of Terms

#### Adult

A household member who has reached the age of legal majority in the State of Tennessee (18 years old) or a head, spouse, under the age of 18 who has executed the appropriate emancipated adult form.

#### Allowance for Dependents

\$480 deduction for each family member who is a dependent. (See definition of Dependent.)

#### Allowance for Disability Assistance Expenses

The amount of Disability Assistance Expense in excess of three percent of annual income which enables a family member (including the disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the disabled person or other family members to work.

#### Allowance for Medical Expenses

For Elderly and Disabled Families (see definition of Elderly Family below) the amount of medical expenses (see definition of Medical Expenses below) in excess of three percent of annual income.

#### Annual Income

The anticipated total annual income, before deductions, of an eligible family from all sources for the 12-month period following the date of determination of income. When the cash value of a family's assets is greater than \$5,000, the annual income derived from assets shall be the greater of the actual income derived or the imputed income computed at the passbook savings rate determined by HUD.

#### Applicant

A person who has filled out an application or pre-application with MHA for housing assistance.

#### Application

The full, formal and complete family information form signed by the head of household when the family is invited for an interview before a vacant apartment is anticipated. The applicant's signature on the application form certifies that all information provided is complete and accurate.

### Assets

The value of equity in real property, savings, stocks, bonds, checking, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is not considered an asset. The value of such assets will be determined in accordance with HUD guidance.

### Certification

To formally confirm the information provided in a document through signature.

### Child

A child is defined as a minor.

### Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

### Citizen

Means a citizen or national of the United States.

### Continuously Assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Voucher Program.

### Dependent

A member of the household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person, or is a Full-time Student.

### Disabled Family

A family in which the head of household, spouse, or co-head of household is a disabled person.

### Disabled Person

A person is considered disabled if one of the following definitions is met.

- a. Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected

to result in death or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

- b. A person having a physical or mental impairment that:
  - 1. Is expected to be of a long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that such ability could be improved by more suitable housing conditions.
- c. A developmental disability is a severe, chronic disability which:
  - 1. Is attributable to a mental and/or physical impairment;
  - 2. Was manifested before the age of 22;
  - 3. Is likely to continue indefinitely;

Results in substantial functional limitations in three or more of the following areas: capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency; AND

Requires special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned or coordinated.

- d. No individual shall be considered a person with disabilities, for the purpose of eligibility for Housing Choice Voucher Housing assistance, on the basis of any drug or alcohol dependence.

#### Displaced Person

A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

#### Elderly Family

A family whose head or spouse (or sole member) is a person who is 62 years of age or older. It may include two or more Elderly Persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well being.

#### Elderly Person

A person who is at least 62 years of age.

### Eviction

The dispossession of the tenant by the unit owner (in accordance with a court order) from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and Tennessee law, or for other good cause.

### Extremely Low Income Family

A family whose Annual Income does not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

### Family

A family includes any single individual or two or more persons sharing residency whose income and resources are available to meet the family's needs. A single, pregnant woman is considered a two-person family for purposes of the Housing Choice Voucher Program.

### Family Share

The full amount of housing costs for which the family is responsible.

### Family Rent to Owner

The amount paid by the family that is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.

### Foster Care Payment

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

### Full-time Student

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

### Disability Assistance Expenses

Reasonable expenses in excess of three percent of annual income that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Head of Household

An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

History or Practice

A history or practice refers to actions or activities that have occurred more than once (i.e. repeated).

HUD

The U.S. Department of Housing and Urban Development or its designee.

INS

U.S. Immigration and Naturalization Service.

Lease

A written agreement between the family and the owner of a housing unit.

Live-in Aide

A person who resides with someone who is age 50 or older, disabled or handicapped person or persons and who:

- a. Is determined by MHA to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and

Would not be living in the unit except to provide necessary supportive services.

A live-in aide does not qualify as the remaining member of a tenant family. A live-in aide may include more than one person.

Low (Lower) Income Families

A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of prevailing levels of construction costs or unusually high or low family income.

Medical Expenses

Those medical expenses that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines,

eyeglasses, hearing aids, and batteries, cost of care attendant, and transportation expenses directly related to medical treatment.

### MHA

Memphis Housing Authority.

### Minimum Rent

The minimum monthly rent contribution to be paid by a family assisted under the Housing Choice Voucher program. The minimum rent established by MHA is \$25 per month.

### Mixed Family

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

### Monthly Adjusted Income

1/12 of Annual Adjusted Income.

### Monthly Income

1/12 of Annual Income.

### National

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

### Net Family Assets

Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land. (The value of necessary items of personal property such as furniture and automobiles is excluded.) **Value of savings and checking accounts is determined utilizing the average balance in an account over a period of up to six (6) months immediately prior to the income determination period.**

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.

In determining the Net Family Assets, MHA shall include the value of any assets greater than \$1000 which were disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of any consideration received for the asset.

Owner (including a principal or other interested party)

Possessor of property.

Overcrowded Household

A participant family with an insufficient number of bedrooms for the number of persons in the family, according to the HQS defined in the regulations.

Overhoused Household

A participant family with a greater number of bedrooms than required for the family members.

Pre-Application

A preliminary application form designed to collect information to determine preliminary eligibility for placement on the waiting list.

Portability Eligibility

Families whose head of household or spouse lived in the MHA jurisdiction at the time of application.

Reexamination

The process of securing documentation to recompute rent and subsidy and to determine that participants meet the eligibility requirements for continued assistance.

Re-examination Effective Date

The date established by MHA on which a rent change becomes effective following verification of all income, assets, expenses and circumstances. The anniversary of the first of the month the tenant was assisted under the assistance contract in effect.

Remaining Member of the Tenant Family

A person left in an assisted unit after other family members have vacated. The person must be of legal age to sign a contract (adult). A live-in aide, foster children and foster adults do not qualify as the remaining member of a tenant family.

Rent to Owner

The rent charged by the owner, including owner paid utilities.

Single Person

A person who lives alone or intends to live alone.

### Spouse

The husband or wife of the head of household.

### Temporary Deferral of Termination of Assistance

A specific period of time in which the family would continue to receive full assistance before assistance is terminated.

### Tolling

The suspension of the search time that a family is allotted on their voucher. If a family submits a Request for Tenancy Approval, which is denied, the family has lost some of their time to search for an approvable unit. The family has the number of days between the date they submit the disapproved Request for Tenancy approval and the day they are notified of the disapproval to their voucher, so that they are not penalized by failing to search while they are awaiting approval of a unit.

### Total Family Income

Annual Income as defined above.

### Total Tenant Payment

An amount equal to 30 percent of the family's monthly-adjusted income; 10 percent of the gross monthly income of the family occupying the dwelling unit; or the monthly minimum rent of \$25, whichever amount is greater. The Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

### Utility Allowance

An amount determined by MHA as an allowance for the cost of utilities (except telephone and cable TV) payable directly by the tenant.

### Utility Reimbursement

The amount by which the Utility Allowance for the unit exceeds the Family Share (negative rent).

### Very-Low Income Family

A Lower Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Welfare Assistance

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state or local governments. Also known as Temporary Assistance to Needy Families (TANF).

**APPENDIX 2**  
**NOTICE PIH 2008 -43(HA)**



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

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**Special Attention of:**

Directors of HUD Regional and Field  
Offices of Public Housing; PIH Program  
Center Coordinators; Public Housing Agencies  
Administering Housing Choice Voucher Programs

**Notice PIH 2008 – 43 (HA)**

Issued: December 3, 2008

Expires: December 31, 2009

Cross References: HUD Notice PIH 2004-

HUD Notice PIH 2007-5

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12

Subject: Housing Choice Voucher Portability Procedures and Corrective Actions

- Purpose.** This notice provides guidance on public housing agency (PHA) administrative responsibilities related to portability moves. In addition to reviewing the administrative responsibilities of the initial PHA and the receiving PHA, the notice describes the conditions that must exist in order for a PHA to deny a family's request under the portability procedures as a result of insufficient funding in accordance with 24 CFR part 982.314(e)(1). This notice also sets forth the penalties that will be imposed on PHAs that deny family requests to move on the basis of §982.314(e)(1) if the conditions necessary to deny the move on the basis of insufficient funding do not exist.

This Notice updates the portability guidance originally issued in HUD Notice PIH 2004-12 and supersedes that notice.

- Effective Date.** This notice is effective upon publication.
- Background.** One of the key features of the housing choice voucher program is the mobility of the assistance. Section 8(r) of the United States Housing Act of 1937 provides that housing choice voucher participants may choose a unit that meets program requirements anywhere in the United States, provided a PHA administering the tenant-based program has jurisdiction over the area in which the unit is located. The term "portability" refers to the process of leasing<sup>1</sup> a dwelling unit with tenant-based housing voucher assistance outside of the jurisdiction of the PHA that initially issues the family its voucher (the initial PHA). Program regulations covering where a family may move and the responsibilities of the initial

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<sup>1</sup> The term portability also refers to cases where families participating in the voucher homeownership option purchase units outside of the initial PHA's jurisdiction. See §982.636.

PHA and the receiving PHA (the PHA with jurisdiction over the area to which the family moves) are found at §982.353 through §982.355.

The receiving PHA may choose to absorb the family into the receiving PHA's program or bill the initial PHA. The program regulations at §982.355(e) provide that the receiving PHA may bill the initial PHA for housing assistance payments (HAP) and administrative fees to cover assistance for a portable family. The regulations require that the initial PHA must promptly reimburse the receiving PHA for the full amount of the HAP payments. The initial PHA must also provide the receiving PHA with 80 percent of the initial PHA on-going administrative fee<sup>2</sup> (or some other negotiated amount if both PHAs agree) for each unit month that the family receives assistance under the voucher program from the receiving PHA.

The regulations further provide that the initial PHA and the receiving PHA must comply with financial procedures required by HUD, including the use of HUD-required billing forms. The initial PHA and the receiving PHA must also comply with billing and payment deadlines under the financial procedures. HUD may assess penalties against an initial PHA or a receiving PHA for violations, as determined by HUD, of the portability requirements.

HUD may transfer funds for assistance to portable families to the receiving PHA from funds available under the initial PHA annual contributions contract (ACC) (see §982.355(f)(1)). HUD will continue to exercise this authority to transfer units from the initial PHA to the receiving PHA in cases where the initial PHA fails to comply with the billing procedures described below. Initial PHAs may also voluntarily request that HUD transfer units from their ACC to the receiving PHA ACC in order to eliminate portability billing arrangements.

- 4. Denying Family Requests to Move under the Portability Procedures.** The housing choice voucher regulations at §982.353 provide that voucher holders (with the exception of non-resident applicants) and participating families have the right to receive tenant-based voucher assistance in accordance with program requirements to lease a unit outside of the initial PHA jurisdiction. The family may lease a unit anywhere in the United States, provided the area is in the jurisdiction of a PHA with a tenant-based voucher program. A PHA may only deny a family's request to move under portability if it has grounds to do so under the program regulations, which are as follows:

- 1) The PHA has grounds to deny the move because of the family's action or failure to act as described in §982.552 or §932.553.

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<sup>2</sup> For Calendar Year 2008, administrative fees for portable vouchers are based on 80 percent of the Column B posted rate for the PHA that is being billed. PHAs apply the pro-ration factor determined by HUD to the 80 percent of the Column B posted rate. The posted administrative fees are found at [www.hud.gov/offices/pih/programs/hcv/adminfees2008.cfm](http://www.hud.gov/offices/pih/programs/hcv/adminfees2008.cfm). These pro-rated fee amounts may be used for the entire calendar year to avoid the need for PHAs to re-calculate their portable fees each quarter. Information on administrative fees for portability billing purposes for subsequent calendar years will be provided in the HUD guidance on administrative fees for that particular calendar year.

- 2) The family is a non-resident applicant, or the family was a non-resident applicant that has not yet been assisted in the initial PHA jurisdiction for twelve months since being admitted to the program (see §982.353(c)).
- 3) The family is an applicant and is not income-eligible (see §982.353(d)(1)) in the area in which they wish to initially lease a unit.
- 4) The PHA has established policies on the timing and frequency of moves in accordance with §982.314(c)(2), and the requested move does not comply with those policies.<sup>3</sup>
- 5) The PHA does not have sufficient funding for continued assistance to support the move in accordance with §982.314(e)(1).

In addition, the voucher regulations at §982.353(a) further provide that the initial PHA must deny a family's request to move if the family has moved out of its assisted unit in violation of the lease. However, as previously noted in HUD Notice PIH 2007-5, the Violence Against Women and Justice Department Reauthorization Act 2005 (VAWA 2005) amended section 8(r) of the U.S. Housing Act to provide an exception to the prohibition against a family moving under the portability provisions in violation of the lease. VAWA 2005 provides that the family may receive a voucher and move in violation of the lease under the portability procedures if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

If the circumstances described above exist, the PHA may allow a family to move under portability procedures if the only basis for the denial is that the family is violating the lease agreement. The PHA may request that the family provide the HUD-approved certification form (form HUD-50066), or other acceptable documentation in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit.

### ***Denying Portability Moves Due to Insufficient Funding***

A PHA may only deny a request to move to a higher cost area in accordance with §982.314(e)(1) if the PHA would be unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments. A "higher cost area" is defined as an area where a higher subsidy amount will be paid for a family because of higher payment standard amounts or "more generous" subsidy standards (e.g., the receiving PHA issues a 3-bedroom voucher to a family that received a 2-bedroom voucher from the initial PHA). Before denying the family's request to move due to insufficient funding, the

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<sup>3</sup> The regulations at §982.314(c)(2) provide that the PHA may establish policies that prohibit any move by the family during the initial lease term, and policies that prohibit more than one move by the family during any one year period.

initial PHA must contact the receiving PHA and confirm that the receiving PHA will not absorb the family. If the receiving PHA is willing to absorb the family, there are no grounds to deny the portability move under §982.314(e)(1).

A PHA **may not** deny a requested move due to insufficient funding under §982.314(e)(1) simply because the family wishes to move to a higher cost area. The PHA must be able to support and document that the condition described in the preceding paragraph exists in order to deny the family's request to move. In projecting whether there is sufficient funding available for the remainder of the calendar year in order to approve the move, the PHA may make reasonable estimates to factor in conditions such as pending rent increases and the attrition rate for families leaving the program. However, a PHA may not include projected costs for vouchers that have been issued to families from the waiting list but not yet leased as part of this analysis. Vouchers that have been issued to those on the waiting list cannot be considered an expense for purposes of determining whether to deny a move due to insufficient funding until such time that HAP contracts are executed and the PHA is legally obligated to make HAP payments. Additional guidance to assist a PHA in determining if sufficient funding is available can be found at <http://www.hud.gov/offices/pih/programs/hcv>

A PHA **may not** deny a family's request to move to a higher cost area because it wishes to admit additional families from its waiting list into its voucher program, regardless of whether it has unit months available (UMA) to do so. If the PHA denies a family's request to move, it may not subsequently admit any additional families to its voucher program until the PHA has determined that sufficient funding exists to approve the move and has notified the family that the family may now exercise its move to the higher cost area.

If the PHA denies the family's request to move under §982.314(e)(1), it must promptly notify the family (assuming the family is still a participant in the PHA's voucher program) once there is sufficient funding available to support the family's request to move. The PHA must promptly process the family's request to move if the family indicates it still wishes to move at that time.

HUD has posted a spreadsheet that may be used by a PHA to determine if sufficient funding is available to support to move is posted on the HUD Housing Choice Voucher Program website. The address is: <http://www.hud.gov/offices/pih/programs/hcv>. This spreadsheet is an example of one method of determining if sufficient funding is available and a PHA is not required to use it when making its determination to deny a move under §982.314(e)(1). However, in any case where the PHAs denies a family's request to move in accordance with §982.314(e)(1), the PHA must be able to demonstrate how it determined that sufficient funding was unavailable if the PHA denies the family's request to move.

### ***Penalties for PHAs that improperly deny requests to move on the basis of insufficient funding***

In general, if HUD determines that a PHA has improperly denied a family's request to move due to insufficient funding (e.g., sufficient funding was in fact available at the time of the family request to support the move), HUD will impose a sanction on the PHA, which may

include a reduction in the PHA's administrative fee<sup>4</sup> of up to 5 percent for the two quarters following the quarter that HUD identified the improper denial, taking into consideration the circumstances of the particular case. The Office of Public Housing in the HUD Area Office with jurisdiction over the PHA will inform the PHA by letter and will send a copy to the HUD Financial Management Center (FMC) and the Financial Management Division (FMD) to effectuate the penalty.

This general policy on the policy for improperly denying the family's request to move under §982.314(e)(1) does not in any way restrict HUD from exercising additional remedial actions or imposing sanctions in the event the PHA is denying requests by families to move under portability in violation of program regulations.

- 5. Initial PHA Responsibilities: Contacting the Receiving PHA.** When a family wishes to move under portability, the family must inform the initial PHA of the area to which the family wishes to move. In the case where the family is not currently a program participant, the initial PHA must determine if the family is income eligible in the area to which the family wishes to move. If the family is not income eligible in the area to which the family wishes to move, the PHA must inform the applicant family they may not move to the area in question and receive voucher assistance. Income eligibility is not re-determined when a participant family (a family that is already under a HAP contract) exercises portability.

The initial PHA must contact the receiving PHA on the family's behalf. The initial PHA must promptly notify the receiving PHA to expect the incoming family (see section §982.355(c)(2)). This means the initial PHA contacts the receiving PHA on the family's behalf, typically by telephone, fax, or email. Simply referring the family to HUD or to a website for information on the receiving PHA's address does not fulfill the responsibilities of the initial PHA under the program regulations. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA (e.g., the name and telephone number of the staff person responsible for working with incoming portability families and any procedures related to appointments for voucher issuance the receiving PHA has shared with the initial PHA). The Form HUD-52665 contains a line that the initial PHA uses to identify the receiving PHA to which the initial PHA is referring the family.

- 6. Initial PHA Responsibilities: Part I of the Form HUD-52665.** The initial PHA completes Part I of the Form HUD-52665 and mails or faxes it to the receiving PHA, along with a copy of the family's voucher issued by the initial PHA, a current copy of Form HUD-50058, and copies of the income verification backing up the form. (Note that in the case of an applicant, the initial PHA has not completed the HUD-50058 and submitted the information to HUD because the family is not yet a new admission. However, the PHA must provide the family information and income information to the receiving PHA in a format similar to the Form HUD-50058 so that the information is easily available for use by the receiving PHA.)

Part I of the form provides the date by which the initial billing notice provided by the receiving PHA must be received by the initial PHA. The initial billing submission must be

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<sup>4</sup> The reduction would be applied to PHA's prorated administrative fee (assuming that a pro-ration factor applies to the PHA administrative fees during the two quarters the penalty is imposed by HUD).

received by the initial PHA no later than 60 days following the expiration date of the family voucher issued by the initial PHA. If the initial PHA has not received a billing notice by the deadline, the initial PHA must contact the receiving PHA to determine the status of the family if the initial PHA intends not to honor a late billing submission.

If the receiving PHA reports that the family is not yet under HAP contract, the initial PHA may inform the receiving PHA that they will not accept any subsequent billing on behalf of the family. Once the initial PHA has so notified the receiving PHA, the initial PHA is not required to honor any billing notice received after the billing deadline. If the initial PHA still subsequently receives a late billing notice on behalf of the family, it simply returns the late Form HUD-52665 to the receiving PHA, and the receiving PHA must absorb the family.

If the receiving PHA reports that the family is under HAP contract and it cannot absorb the family when the initial PHA contacts the receiving PHA to determine the status of the family, the initial PHA is required to accept the subsequent late billing. The initial PHA may contact HUD to report the receiving PHA's failure to submit the bill in accordance with these procedures. HUD may take action to address the receiving PHA's failure to do so, which may include reducing the receiving PHA's administrative fee. Additionally, HUD may subsequently transfer units from the receiving PHA to the initial PHA when it is feasible, since the initial PHA was required to accept the late billing.

7. **Receiving PHA Responsibilities: Processing Responsibilities.** The receiving PHA must promptly issue a voucher to the family for its search in the receiving PHA jurisdiction, the term of which may not expire before the expiration date of the initial PHA voucher. The receiving PHA may provide additional search time to the family beyond the expiration date of the initial PHA voucher, either when it initially issues its own voucher or by subsequently extending its own voucher's term. However, if the receiving PHA provides the family with search time beyond the expiration date of the initial PHA's voucher, it must inform the initial PHA of the extension and should bear in mind the billing deadline provided by the initial PHA. Unless willing and able to absorb the family, the receiving PHA should ensure that any voucher expiration date would leave sufficient time to process a Request for Lease Approval, execute a HAP contract, and cover the anticipated delivery time (if the PHA is not submitting the billing information by fax or email) so that it will be received by the initial PHA by the deadline date.

A receiving PHA should not process the family if the initial PHA voucher has already expired when it receives the paperwork from the initial PHA, but should refer the family back to the initial PHA. The initial PHA would have to decide to extend the term of the initial PHA voucher (and the billing deadline) before the receiving PHA would process the portability move in such an instance.

HUD expects the receiving PHA to process the family's paperwork and issue the incoming family a voucher for its jurisdiction within two weeks of receiving the HUD-52665 and supporting documentation, provided the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA's procedures. The receiving PHA does not re-determine eligibility for a portable family that was already receiving

voucher assistance and may not unduly delay the family's housing search in issuing the voucher.

Should the receiving PHA wish to conduct its own background checks and/or conduct a new income reexamination on a family that has already received housing assistance payments under the initial PHA, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit until those processes are completed. However, the PHA may take subsequent action (e.g., recalculating the HAP payment based on updated income information; terminating the family's participation in the program due to criminal background or failing to disclose necessary information) against the family based on the results. In the case of an applicant family, the receiving PHA may delay issuing or otherwise delay approval of a unit only if the re-certification is necessary to determine income eligibility.

In any event, the PHA may always delay approval of the unit or issuance of the voucher if the family refuses to comply with the receiving PHA procedures. In any case where the PHA is refusing to process or provide assistance under the portability procedures, the family must be given the opportunity for an informal review or hearing in accordance with sections §982.554 and §982.555.

If an incoming portable family ultimately decides not to lease in the jurisdiction of the receiving PHA, but instead wishes to return to the initial PHA or wishes to search in another jurisdiction, the receiving PHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extensions of search time provided by the receiving PHA voucher are only valid for the family's search in the receiving PHA jurisdiction. Any extensions of the initial PHA voucher necessary to allow the family additional search-time to return to the initial PHA's jurisdiction or to move to another jurisdiction would be at the discretion of the initial PHA.

The receiving PHA may absorb the family into its own program once the HAP contract is executed on behalf of the family by the receiving PHA, assuming it has funding available under its ACC to do so and such a decision will not result in over-leasing for the Calendar Year. The receiving PHA may also absorb a portable family assisted through a billing arrangement by terminating the billing arrangement with the initial PHA. In such a case, HUD encourages the receiving PHA to provide adequate advance notice to the initial PHA to avoid having to return an overpayment. The receiving PHA must specify the effective date of the absorption of the family.

**A PHA does not technically “absorb” a family into its program until the receiving PHA executes a HAP contract on behalf of the family in the receiving PHA jurisdiction. PHAs may not engage in sham or fake portability paperwork exercises in an attempt to address their utilization or leasing problems. If the family is not placed under HAP contract in the receiving PHA jurisdiction, the receiving PHA cannot absorb the family.**

8. **Receiving PHA Responsibilities: Part II of Form HUD-52665.** The receiving PHA must promptly inform the initial PHA if it intends to absorb or bill. The receiving PHA sends Part

II of Form HUD-52665 to the initial PHA. If the receiving PHA decides to bill the initial PHA, the receiving PHA not only completes Part II of the Form HUD-52665, but also attaches a copy of the new Form HUD-50058 before returning it to the initial PHA. In addition to the initial billing deadline discussed above, the instructions of the Form HUD-52665 provide that the receiving PHA must complete and mail (which may include electronic mail or fax) Part II of the form within 10 working days from the date a HAP contract is executed on behalf of a family.

**The initial PHA is generally not obligated to honor initial billings that are postmarked, emailed, or faxed more than 10 working days after the date the HAP contract is executed.** (Note that it is the date the HAP contract is executed, not the effective date of the HAP contract, which is at issue. For instance, if a PHA executes a HAP contract within 60 days of the approval of the unit, the HAP contract may be retroactive to the date the unit was approved. It is the date the PHA executed the contract, not the retroactive effective date of the contract, that establishes the deadline by which the initial billing must be mailed, emailed or faxed.) The initial PHA must immediately inform the receiving PHA in writing of its decision not to accept the late billing submission. **A receiving PHA that failed to send the initial billing within 10 working days following the date the HAP contract is executed is generally required to absorb the family into its own program unless the initial PHA is willing to accept the late submission.**

HUD may in certain instances require the initial PHA to honor a billing submission that is received after the 10 day deadline (such as where the receiving PHA is over-leased and is in danger of not being able to stay under unit months available for the Calendar Year). In such a case HUD may take action to address the receiving PHA's failure to submit the notification in a timely manner, which may include reducing the receiving PHA's administrative fee and subsequently transferring units from the receiving PHA to the initial PHA.

- 9. Timing of the Initial and Subsequent Billing Payments.** The initial PHA must pay the first billing amount due within 30 calendar days of receipt of Part II of the Form HUD-52665. Subsequently, the initial PHA must make payment each month the billing arrangement is in effect **no later than the fifth working day of each month.** The payment must be provided in a form and manner that the receiving PHA is able and willing to accept

In many cases billing difficulties simply result from miscommunications and the PHAs involved are able to resolve the problem with HUD's assistance. HUD encourages PHAs to work cooperatively to resolve billing difficulties. However, it is ultimately the responsibility of the initial PHA to make billing payments in a timely manner.

The program regulations at §982.355(f)(1) provide that HUD may transfer funds for assistance to portable families to the receiving PHA from funds available under the initial PHA ACC. Upon request of the receiving PHA, HUD will exercise this authority to transfer units from the initial PHA to the receiving PHA in cases where the initial PHA fails to comply with the initial and subsequent monthly billing due dates described above.

The initial PHA may not terminate or delay making payments under existing billing arrangements as a result of over-leasing or funding shortfalls at the initial PHA program. PHAs may only terminate HAP contracts as the result of insufficient funding in accordance with §982.454 to which they are a party.

- 10. Receiving PHA: On-going Responsibilities.** The receiving PHA must send the initial PHA a copy of the updated Form HUD-50058 at each annual recertification for the duration of time the receiving PHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount. The purpose of this notification is to serve as an annual “reconciliation” to assist both PHAs in fulfilling their accounting and record-keeping responsibilities. Should the initial PHA fail to receive an updated Form HUD-50058 by the annual recertification date, it should contact the receiving PHA to verify the status of the family. The initial PHA may not withhold payment solely because the receiving PHA did not submit the updated form HUD 50058 by the annual recertification date.

The receiving PHA is also required to send a new Form HUD-52665 along with the Form HUD-50058 to report any change in the billing amount, if applicable. The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. However, under no circumstances should the notification be later than 10 working days following the effective date of the change in the billing amount.

**If the receiving PHA fails to send the Form HUD-52665 within 10 working days following the effective date of the change in the billing amount, the initial PHA is not responsible for paying any increase in the monthly billing amount incurred prior to the notification.** For example, assume the billing amount increased effective April 1, 2008. The receiving PHA does not send the Form HUD-52665 reflecting the change until July 9, 2008. In this case, the initial PHA would not be responsible to pay for any increase in the billing amount prior to the forthcoming monthly payment for August 2008.

If the receiving PHA is absorbing a family for which it has been billing or if the housing assistance payments are terminated for any reason, the receiving PHA is encouraged to provide adequate notice of the effective date of the absorption or termination to avoid having to return a payment. In any event the receiving PHA **must** notify the initial PHA no later than 10 working days following the effective date of the termination of the billing arrangement. The receiving PHA may not retroactively absorb families for which the receiving PHA was previously billing for any time period that commences before 10 working days from the time the receiving PHA notifies the initial PHA of the absorption.

In the case where a family currently under a billing arrangement subsequently decides it wants to move under portability to yet another jurisdiction, the receiving PHA does not issue the family a voucher in order to do so. Instead, the receiving PHA notifies the initial PHA of the family request to port to another jurisdiction. The initial PHA is responsible for issuing the family's voucher and sending the Form HUD-52665 and supporting documentation to the new receiving PHA. Good communication between all three PHAs is very important in such a circumstance.

**11. Summary of Portability Billing Deadlines.** The following summarizes the relevant deadlines under the portability billing procedures.

- a. **Submission of Initial Billing Amount (Part II of the Form HUD- 50058) --** Receiving PHA must submit initial billing notice (1) no later than 10 working days following the date the HAP contract was executed and (2) in time that it will be received no later than 60 days following the expiration date of the family's voucher issued by the initial PHA.
- b. **Payment of First Billing Amount --** Initial PHA makes payment within 30 days of receipt of Part II of the Form HUD 50058 indicating billing amount.
- c. **Payment of Subsequent Billing Amounts --** The initial PHA is responsible for ensuring that subsequent billing amounts are received no later than the fifth working day of each month for which the monthly billing amount is due.
- d. **Notification of Change in Billing Amount or Other Action --** The receiving PHA notifies the initial PHA of any change in the billing amount as soon as possible (preferably before the effective date to avoid retroactive adjustments) but in no circumstance any later than 10 working days following the effective date of the change.

**12. Procedures for the Transfer of Units as a Result of Late Payments.** In the case where the initial PHA fails to make the monthly payment to the receiving PHA by the fifth working day of the month, the receiving PHA must promptly notify the initial PHA in writing of the deficiency. The notice must identify the family or families, the total billing payment that was late or has yet to be paid, and the date the payment was ultimately received (if received at all). A copy of the notification must be sent to the Director (or the staff person designated by the Director) of the Office of Public Housing (OPH) in the HUD Area Office with jurisdiction over the receiving PHA. If the initial PHA fails to correct the problem by the second month following the notification (e.g., receiving PHA informs of late payment in June and the August payment is late), the receiving PHA may request by memorandum to the Director of the OPH with jurisdiction over the receiving PHA that HUD transfer the unit or units in question. A copy of the initial notification and any subsequent correspondence between the PHAs on the matter must be attached. A copy of the memorandum must be sent to the initial PHA.

The OPH will notify the initial PHA (and the OPH director in the HUD Area Office with jurisdiction over the initial PHA) within 15 working days of receiving the receiving PHA memorandum requesting the transfer of units. The OPH will provide the initial PHA with 15 working days to respond and provide any supporting documentation if the initial PHA is contesting whether the billing payments in question were late. The OPH in the HUD Area Office with jurisdiction over the receiving PHA is the lead HUD office in resolving any dispute over the timeliness of the billing payments. That office is responsible for examining all documentation submitted by the PHAs and then determining if the billing payments were

late if the initial PHA contests the receiving PHA's report. The OPH must render a decision no later than 15 working days following the deadline by which the initial PHA had to respond to the OPH memorandum.

If the OPH determines that the payments in question were late, the OPH will send a memorandum to the Housing Voucher Finance Division (with copies to the Area Office with jurisdiction over the initial PHA as well as to both PHAs) indicating the number of units to be permanently transferred from the initial PHA to the receiving PHA. The number will correspond with the number of families for which billing payments were late. Within 30 days of receiving the OPH memorandum recommending transfer of units, HUD will reduce the baseline number of units and concomitant budget authority from the initial PHA ACC and increase the baseline number of units and budget authority on the receiving PHA ACC in order to adjust the PHA program size as a result of poor portability billing performance. HUD will use the revised baseline numbers to readjust the funding. The billing arrangement on behalf of the family or families in question ceases with the transfer of the unit, although the initial PHA is still responsible for any outstanding payments due to the receiving PHA.

These transfer policies notwithstanding, failure to comply with the financial procedures required by HUD, including the billing and payment deadlines outlined above, may also result in administrative sanctions, including the reduction of administrative fees.

- 13. Penalties for the Receiving PHA's Failure to Inform the Initial PHA of the Termination of a Billing Arrangement in a Timely Manner. If HUD determines that the receiving PHA has not notified the initial PHA that a billing arrangement has been terminated in a timely manner and has continued to accept payments from the initial PHA, HUD may reduce administrative fees for the receiving PHA.**

**In all cases where the receiving PHA has received billing payments for billing arrangements no longer in effect, the receiving PHA is responsible for returning the full amount of the overpayment (including the portion provided for administrative fees) to the initial PHA.**

**In the event that HUD determines billing payments have continued for at least three months because the receiving PHA failed to notify the initial PHA that the billing arrangement was terminated, the receiving PHA must take the following steps:**

- **The receiving PHA must return the full amount of the overpayment, including the portion provided for administrative fees, to the initial PHA.**

- Once full payment has been returned, the receiving PHA must notify the Office of Public Housing in the HUD Area Office with jurisdiction over the receiving PHA of the date and the amount of reimbursement to the initial PHA.

HUD may, in its discretion, take the following actions:

- Direct the PHA not to utilize their administrative fee reserve account in accordance with 24 C.F.R. 982.155(b)(3).
- Reduce the administrative fees for the receiving PHA by up to 10 percent of the monthly billing amount in question for each month that the billing payments continued after the billing arrangement was terminated, taking into consideration the circumstances of the particular case. The OPH in the HUD Area Office with jurisdiction over the receiving PHA will inform the PHA by letter of the amount of the sanction imposed as a result of the PHA's failure to promptly notify the initial PHA that the billing arrangement is terminated. The OPH must send a copy of the letter to the FMC and the FMD. (For example, if the receiving PHA was billing the initial PHA \$600 a month on behalf of a family and collected four monthly billing payments beyond the billing arrangement termination date (\$2400), the receiving PHA is responsible for returning \$2400 to the initial PHA. In addition, HUD may reduce the PHA administrative fee by up to \$240 as the sanction for failing to terminate the billing arrangement in a timely manner.)
- Further reduce the administrative fee if the receiving PHA does not promptly return the overpayment to the initial PHA.

This general policy does not in any way restrict the OPH Director from exercising additional remedial action in the event that the receiving PHA failed to notify initial PHAs that the billing arrangements have been terminated.

The attachment to this notice provides guidance on how refunded amounts should be recorded in the financial records by both the initial PHA and the receiving PHA.

14. **PIC Data Entry**. The following summarizes the correct action codes to use when completing the Form HUD-50058 for portable families.

**a. Portability Move-in or New Admission**

HUD-50058 Line Number 2a  
Action Code = 4 or 1

The receiving PHA classifies a family as a **4-Portability Move-in** if the family moves into a receiving PHA's jurisdiction after being previously assisted by an initial PHA regardless of whether the receiving PHA absorbs the family or bills the initial PHA.

The receiving PHA classifies a family as a **1-New Admission** if the family exercises portability with its first admission into the voucher program. This family (generally off the waiting list) would have received a voucher for the first time from the initial PHA and exercised portability without ever having leased an assisted unit in the initial PHA's jurisdiction.

Effective Date of Action (Line 2b) is the effective date of the HAP contract for the family.

#### **b. Portability Move-out**

HUD-50058 Line Number 2a

##### *1. Action Code = 5*

A family is classified as a **5-Portability Move-out** if the family moves out of an initial PHA's jurisdiction, where it had been previously assisted, and into a receiving PHA's jurisdiction, regardless of whether the receiving PHA bills the initial PHA or absorbs the family.

PIC automatically generates a 5-Portability Move-out for the family record when the receiving PHA completes the 4-Portability Move-In or 1-New Admission for the family moving under portability.

#### **c. Additional Data Entry Requirements**

HUD-50058 Line Number 12d

If the family moved into a PHA's jurisdiction under portability as a new admission or portability move-in, regardless of whether the family is absorbed into the receiving PHA's jurisdiction or the initial PHA is billed, the PHA must enter Y in this field. That field will not change as long as the family continues to be assisted in the receiving PHA's jurisdiction, even if the receiving PHA decides to absorb the family after first billing the initial PHA.

HUD-50058 lines 12f

Since a PHA is not responsible for submitting reports into PIC for families whose assistance is being administered by another PHA under portability, the PHA code of the billed PHA must be entered correctly in order for reporting rates to be accurate.

It is crucial that PHAs enter timely and accurate information on portability families, as this data is used by HUD when determining whether a PHA is eligible for any additional funding that may be available for PHAs that are paying portability costs above their normal average costs. HUD encourages PHAs to review the PIC records periodically to ensure they are properly identified if such funding is made available under the Appropriations Act.

- 14. Paperwork Reduction Act.** The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0169. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.
- 15. Further Information.** Any questions pertaining to the portability procedures may be addressed to the Housing Voucher Management and Operations Division at (202) 708-0477.

/s/

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Paula O. Blunt, General Deputy Assistant Secretary  
for Public and Indian Housing

Attachment

### **Guidance on PHA Entries for Returning Unearned HAPs and Fees under Portability**

A number of cases have surfaced in which the receiving PHA did not promptly inform the initial PHA that billing arrangements were terminated as the result of absorption by the receiving PHA or families leaving the program. As a result the initial PHA continued to make monthly payments for housing assistance payments and administrative fees to the receiving PHA. The receiving PHA is required to refund the excess payments to the initial PHA.

The following guidance is provided regarding the appropriate accounting entries to accommodate the returned payments.

#### **RECEIVING PHA:**

Normally, the receiving PHA would have done the following when the HAP was paid to the owner on behalf of the family:

DR   Accounts Receivable – Initial PHA (for HAP and fee)  
 CR   Income (for Fee)  
 CR   Cash (for HAP payment)

Upon receipt of payment of HAP and fees from the initial PHA, the Receiving PHA would have:

DR   Cash  
 CR   Accounts Receivable – Initial PHA

Typically, when the billing arrangement ceased the first set of transactions did not happen (the owners were not paid and the income was not recorded) because the receiving PHA had terminated the HAP contract. The receiving PHA failed to inform the initial PHA and continued to debit Cash and credit Accounts Receivable when the payment arrived from the initial PHA. The large CR balance in the Accounts Receivable is abnormal and the PHA should have recognized something was amiss.

When the receiving PHA returns funds it should not have received to the initial PHA, the receiving PHA would:

DR   Accounts Receivable – Initial PHA  
 CR   Cash

When all refunds are made, the Accounts Receivable balance should be zero or at normal levels.

#### **INITIAL PHA:**

When the initial PHA recognized the obligation under the billing arrangement for the family that moved under the portability procedures it would have created the expense and the payable:

DR   Expense – Control (and subsidiaries for HAP and administrative expenses)  
 CR   Accounts Payable – Receiving PHA

When the initial PHA then paid the receiving PHA:

DR   Accounts Payable – Receiving PHA

CR    Cash

When the initial PHA receives the funds back from the receiving PHA:

DR    Cash

CR    Expenses – Control (and subsidiaries)

**Memphis Housing Authority  
RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE IS IN TWO PARTS:**

**Part I establishes the Terms and Conditions of the lease.** These apply to all residents;

**Part II is a lease contract.** This is executed by the resident and the Memphis Housing Authority (MHA), includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Resident household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the MHA with the unit;
- All pamphlets or informational materials provided to Resident;
- Signature line for the parties to the lease (all adult members of Resident household must sign the lease);
- Emergency telephone number for Resident to use if maintenance problems arise with the unit outside of normal MHA working hours.

## PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

### Memphis Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between the Memphis Housing Authority, (called "MHA") and Resident named in Part II of this lease (called "Resident"). **[966.4 (a)]** "Resident" means the same thing as "Tenant". "Development" shall refer to all properties owned and/or managed by MHA or its agents or otherwise referred to in other regulations as "public housing" or "projects."

#### I. Description of the Parties and Premises: **[966.4 (a)]**

- (a) MHA, using data provided by Resident about income, family composition, and needs, leases to Resident, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. **[966.4 (a)]**
- (b) Premises must be used as the only private residence of the Resident and the family members named on Part II of the Lease. The MHA may, by prior written approval, consent to Resident's use of the unit for legal profit-making activities subject to the MHA's policy on such activities. **[966.4 (d)(1 & 2)]**
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births**, require the advance written approval of MHA. Such approval will be granted only if the new family members pass MHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. **[966.4 (a)(2)(v) & (d)(3)(i)]**  
Resident agrees to wait for MHA's approval before allowing additional persons to move into the Premises. Failure on the part of Resident to comply with this provision is a serious violation of the material terms of the lease, for which MHA may terminate the lease in accordance with Section XIV. **[966.4 (f)(3)]; [966.4(1)(2)]**
- (d) Resident shall report deletions (for any reason) from the household members named on the lease to the MHA in writing, within 10 days of the occurrence. **[966.4 (c)(1) & (2) & (f)(3)]**

#### II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically be renewed for successive terms of one calendar year. **[966.4 (a)(2)]**  
The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the MHA in accordance with Section VII herein. **[966.4(b)(1)(c)]**  
The amount of the Total Resident Payment and Resident Rent shall be determined by the MHA in compliance with HUD regulations and requirements and in accordance with MHA's Admissions and Occupancy Policy. **[966.4(b)(1) & (c)]**
- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth business day of the month.** Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear. **[966.4 (e)(1) & (3)]**  
When MHA makes any change in the amount of Total Resident Payment or Resident Rent, MHA shall give written notice to Resident. The notice shall state the new amount and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Resident may ask for an explanation of how the amount is computed by MHA. If Resident asks for an explanation, MHA shall respond in a reasonable time. **[966.4 (c)(4)]**
- (c) If resident is delinquent in the payment of rent three times in a twelve-month period, the resident may be required to attend a credit counseling class after the third delinquency as provided by MHA.

**III. Term:**

- (a) **Maintenance costs** -- This charge refers to cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Resident, household members or by guests. When MHA determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by MHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to MHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. **[966.4 (b)(2)]**
- (b) **Excess Utility Charges** --At developments where utilities are provided by MHA, a charge shall be assessed for excess utility consumption due to the operation of major Resident-supplied appliances. This charge does not apply to Residents who pay their utilities directly to a utility supplier. **[966.4 (b)(2)]**
- (c) **Late Charges** -- A charge of the lesser of \$10 or 10% of the outstanding rent for rent paid after the fifth business day of the month. **[966.4 (b)(3)]** MHA shall provide written notice of the amount of any charge in addition to Resident Rent and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Resident receives MHA's written notice of the charge. **[966.4 (b)(4)]**

**IV. Payment Location:** Rent and other charges shall be paid at the Property Manager's office in their development. MHA will not accept cash. Residents who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

**V. Security Deposit**

- (a) **Resident Responsibilities:** Resident agrees to pay an amount equal to \$100. The dollar amount of the security deposit is noted on Part II of this Residential Lease. **[966.4 (b)(5)]** Payment of the security deposit is to be made upon execution of this lease unless MHA and Resident agree to an installment payment, which can be no less than \$10 per month for the following ten months of occupancy until the balance is paid. Installments on the Security Deposit will be maintained by MHA in a separate account at Tri-State Bank Of Memphis.
- b) **MHA's Responsibilities:** MHA will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Resident at the termination of this lease.
  - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Resident, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the Security Deposit will be made until Resident has vacated, and MHA has inspected the dwelling unit.

The return of a security deposit shall occur within thirty (30) days after Resident moves out. MHA agrees to return the Security Deposit, if any, to Resident when he/she vacates, less any deductions for any costs indicated above, so long as Resident furnishes MHA with a forwarding address. If any deductions are made, MHA will furnish Resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

**VI. Utilities and Appliances [966.4 (ba)(1)(iv)]**

- (a) **MHA Supplied Utilities:** If indicated by an (X) on Part II, MHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. MHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, MHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of MHA. A monthly service charge will be payable by Resident for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. **[966.4 (b)(2)]**

- (b) **Resident-Paid Utilities:** If Resident resides in a development where MHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Resident pays directly to the utility supplier. The Total Resident Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Resident Payment, MHA will pay a Utility Reimbursement to the utility supplier each month, **unless the Resident is paying a Flat Rent. [960.253 (b)]**

MHA may change the Allowance at any time during the term of the lease, and shall give Resident sixty (60) days written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement.

If Resident's actual utility bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to the supplier. If Resident's actual utility bill is LESS than the Allowance for Utilities, Resident shall receive the benefit of such saving.

- (c) **Resident Responsibilities:** Resident agrees not to waste the utilities provided by MHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. **[966.4 (f)(8)]**

Resident also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

**VII. Terms and Conditions:** The following terms and conditions of occupancy are made a part of the Lease.

- (a) **Use and Occupancy of Dwelling:** Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the lease. With the prior written consent of MHA, members of the household may engage in legal profitmaking activities in the dwelling unit. **[966.4 (d) (1) & (2)]**

This provision permits reasonable accommodation of Resident's guests or visitors for a period **not exceeding fourteen (14) days each year**. Permission may be granted, upon written request to the Manager, for an extension of this provision. **[966.4 (d)(1)]**

- (b) **Ability to comply with Lease terms:** If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and MHA cannot make any reasonable accommodation that would enable Resident to comply with the lease THEN; MHA will assist Resident, or designated member(s) of Resident's family, to find more suitable housing and move Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving Resident, MHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. **[8.3]**

At the time of admission, all Residents must identify the family member(s) to be contacted if they become unable to comply with lease terms.

- (c) **Redetermination of Rent, Dwelling Size, and Eligibility.** The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
- (1) The status of each family is to be re-examined at least once a year. **[966.4(c)(1) and 960.257(a)]** At the annual recertification Resident shall certify to compliance with the 8 hour per month community service requirement, if applicable. **[Part 960, subpart F]**
  - (2) Resident promises to supply MHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. **[966.4 (c)(2) and 960.259]**  
 Failure to supply such information when requested is a serious violation of the terms of the lease and MHA may terminate the lease.  
 All information must be verified. Resident agrees to comply with MHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. **[966.4 (c)(2) and 960.259]**  
 MHA shall give Resident reasonable notice of what actions Resident must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by MHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Resident's needs.  
 This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.
  - (3) Rent will not change during the period between regular re-examinations, UNLESS during such period: **[See 960.257]**
    - (a) Resident can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a Resident's TANF grant is reduced because Resident is verified to have committed welfare fraud or failed to comply with a required economic self sufficiency program.  
 If a reduction is granted, Resident must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
    - (b) If it is found that Resident has misrepresented the facts upon which the rent is based, so that the rent Resident is paying is less than the rent that he/she should have been charged. MHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
    - (c) Increase in income
    - (d) Rent formulas or procedures are changed by Federal law or regulation.
  - (4) All changes in family composition must be reported to the Property Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. **[966.4 (c) (2)]**  
 This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Resident AND it does not disqualify the family for the size unit it is currently occupying.

- (d) **Rent Adjustments:** Resident will be notified in writing of any rent adjustment due to the situations described above; All notices will state the effective date of the rent adjustment.
1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Resident reported the change in a timely manner, as specified above.
  2. In the case of a rent increase, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
  3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, MHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation or failure to report an increase occurred.
- (e) **Transfers [966.4 (c)(3)]**
1. Resident agrees that if MHA determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, MHA shall send Resident written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
  2. MHA may move a Resident into another unit if it is determined necessary to rehabilitate or demolish Resident's unit.
  3. If a Resident makes a written request for special unit features in support of a documented disability, MHA shall modify Resident's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, MHA may transfer Resident to another unit with the features requested at MHA's expense.
  4. A Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident with disabilities need the unit at MHA's expense.
  5. In the case of involuntary transfers, Resident shall be required to move into the dwelling unit made available by MHA. Resident shall be given 15 days time in which to move following delivery of a transfer notice. If Resident refuses to move, MHA may terminate the Lease. **[966.4 (c)(3)]**
  6. Involuntary transfers are subject to the Grievance Procedure, and, other than emergencies, no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. **[966.4 (c)(4)]**
  7. MHA will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
- (f) **Insurance** MHA is not responsible for, or will not provide fire or casualty insurance for the resident's personal property.

**VIII. MHA Obligations [966.4 (e)] :** MHA shall be obligated:

- (a) To maintain the dwelling unit and the development in decent, safe and sanitary condition; **[966.4 (e)(1)]**
- (b) To comply with all Resident obligations imposed by the Uniform Residential Landlord and Tenant Act and applicable provisions of building codes, housing codes, and HUD regulations materially affecting health and safety; **[966.4 (e)(2)]**
- (c) To make necessary repairs to the dwelling unit; **[966.4 (e)(3)]**
- (d) To keep development building, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition; **[966.4 (e)(4)]**
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by MHA; **[966.4 (e)(5)]**

- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premise by Resident as required by this Lease; **[966.4 (e)(6)]**
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection; **[966.4 (e)(7)]**
- (h) To notify Resident of the specific grounds for any proposed adverse action by MHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Resident to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When MHA is required to afford Resident the opportunity for a hearing under the MHA grievance procedure for a grievance concerning a proposed adverse action:
  1. The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with **966.4(l)(3)** shall constitute adequate notice of proposed adverse action.
  2. In the case of a proposed adverse action other than a proposed lease termination, MHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. **[966.4 (e)(8)]**

**IX. Resident's Obligations:** Resident shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. **[966.4 (f)(1)]**
- (b)
  1. Not to give accommodation to boarders or lodgers; **[966.4 f(2)]**
  2. Not to give accommodation to long term guests (in excess of 14 days per year) without the advance written consent of MHA.
- (c) To use the dwelling unit solely as a private dwelling for Resident and Resident's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. **[966.4 (f)(3)]**  
 This provision does not exclude the care of foster children or live-in care of a member of Resident's family, provided the accommodation of such persons conforms to MHA's Occupancy standards, and so long as MHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. **[966.4 (d)(3)(i)]**
- (d) To abide by necessary and reasonable regulations promulgated by MHA for the benefit and well-being of the housing development and Residents. These regulations shall be posted in a conspicuous manner in the development office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. **[966.4 (f)(4)]**
- (e) To comply with the obligations imposed by the Uniform Residential Landlord and Tenant Act and other applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household. **[966.4(f)(5)]**
- (f) To keep the dwelling unit and other such areas, as may be assigned to Resident for Resident's exclusive use, in a clean and safe condition. **[966.4(f)(6)]** This includes keeping front and rear entrances and walkways, for the exclusive use of Resident, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement, may be made for Residents who have no household members able to perform such tasks because of age or disability. **[966.4 (g)]**
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by MHA. **[§ 966.4(f)(7)]** To refrain from, and cause members of Resident's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use, only in reasonable manner, all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators. **[966.4(f)(8)]**

- (i) To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or development. **[966.4 (f)(9)]**
- (j) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by Resident, household members or guests. **[§ 966.4(f)(10)]**
- (k) To act, and cause household members or guests to act, in a manner that will:
  1. Not disturb other residents' peaceful enjoyment of their accommodations, wherever located; and/or
  2. Be conducive to maintaining all MHA developments, wherever located, in a decent, safe, sanitary and crime-free condition. **[966.4 (f)(11)]**
- (l) To refrain from, cause, and assure that Resident, any member of the household, a guest, or another person under Resident's control, shall not engage in:
  1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of MHA's public housing premises by other residents or employees of MHA, or;
  2. Any drug-related criminal activity. Any criminal activity, in violation of the preceding sentence, shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) **[966.4 (f)(12)]**
  3. **Any abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.**
  4. MHA and Resident agree that, for the purposes of this Lease, the phrase "under Resident's control" refers to or is only applicable to "another person".
  5. MHA and Resident agree that Resident has an affirmative obligation to take reasonable steps to prevent or halt illegal activity known or should have been known to the Resident by immediately contacting MHA or seek outside intervention from law enforcement officials or social service agencies.
  6. MHA and Resident agree that the Resident under this section retains strict liability for the action of a member of the Resident's household or guest, as required by applicable local, state or federal law.
  7. MHA and Resident also agree and understand that this section is not applicable to business invitees, i.e., pizza delivery persons, private repairmen, etc.
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of MHA. To make no changes to locks or install new locks on exterior doors without MHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by MHA.
- (n) To give prompt prior notice to MHA, in accordance with Section IX hereof, of Resident's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and MHA Staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and MHA staff.
- (p) Not to display, use, or possess or allow members of Resident's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Tennessee anywhere on the property of MHA.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises as well as refrain from the removal or disconnection of smoke alarms or removal of batteries thereto

- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas, satellite dishes or cable services may be installed in accordance with regulations set forth by MHA or local, state or federal laws.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of MHA.
- (u) To refrain from, and cause members of Resident's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the MHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from MHA property any vehicles without valid registration and parking passes. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by MHA. To comply with and cause household members and guests to comply with MHA's posted signage regarding traffic lanes and parking restrictions, including, but not limited to traffic lanes, fire lanes, fire hydrants, handicapped areas, and blocking of trash receptacles. Any inoperable, unlicensed, nuisance or unauthorized vehicle, as defined by local or state law, will be removed from MHA property at Owner's expense following notice as required by local or State law. Ongoing automobile repairs are not permitted on development site.
- (w) To remove any personal property left on MHA premises when Resident leaves, abandons or surrenders the dwelling unit.
- (x) To use reasonable care to keep Resident's dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors. **RESIDENT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO RESIDENT'S DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) Not to commit any fraud in connection with any Federal housing assistance program, and
- (z) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (aa) To pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (bb) To report any and all changes in total family income, assets and family composition to the MHA Development office within ten (10) days after they occur.
- (cc) To comply with the community service requirement for each adult in the Resident household to perform at least 8 hours per month of qualifying community service or qualifying economic self sufficiency activity (as specified by the MHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- (dd) To ensure and comply with local and state school attendance requirements for applicable members of the Resident's household.
- (ee) To attend a credit counseling if required by MHA upon three delinquent rental payments in a twelve-month period.
- (ff) Not to violate or breach any terms in the Self-Reliance or Self Sufficiency Agreement. The breach or violation of an Economic Self-Reliance or Self-Sufficiency agreement or the inability to meet rental obligations under the Self-Reliance or Self Sufficiency Agreement is a material breach of the lease agreement.
- (gg) **Not to violate or flee to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violate a condition of probation or parole imposed under Federal or State law.**

- X. Defects Hazardous to Life, Health or Safety:** In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: **[966.4 (h)]**

**MHA Responsibilities:**

- (a) MHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident, provided, if the damage was caused by Resident, household members, or guests, the reasonable cost of the repairs shall be charged to Resident. **[966.4 (h)(2)]**
- (b) MHA shall offer Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. MHA is not required to offer Resident a replacement unit if Resident, household members, or guests caused the hazardous condition. **[966.4 (h)(3)]**
- (c) Resident shall accept any replacement unit offered by MHA.
- (d) In the event MHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if Resident, household members, or guests caused the damage. **[966.4 (h)(4)]**
- (e) If MHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Resident, and Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Resident.

**Resident Responsibilities:**

- (a) Resident shall immediately notify the Development Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent. **[966.4 (h)(1)]**
- (b) Resident agrees to continue to pay full rent, less the abated portion agreed upon by MHA, during the time in which the defect remains uncorrected.

**XI. Move-in and Move-out Inspections**

- (a) **Move-in Inspection:** MHA and Resident or representative shall inspect the dwelling unit prior to occupancy by Resident. MHA will give Resident a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by MHA and Resident and a copy of the statement retained in Resident's folder. **[966.4 (i)]** MHA will correct any deficiencies noted on the inspection report, at no charge to Resident.
- (b) **Move-out Inspection** -- MHA will inspect the unit at the time Resident vacates and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice to MHA. **[966.4 (i)]**

**XII. Entry of Premises During Tenancy**

- (a) **Resident Responsibilities--**
  - 1. Resident agrees that the duly authorized agent, employee, or contractor of MHA will be permitted to enter Resident's dwelling during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. **[966.4 (j)(1)]**
  - 2. When Resident calls to request maintenance on the unit, MHA shall attempt to provide such maintenance at a time convenient to Resident. **IF RESIDENT IS ABSENT FROM THE DWELLING UNIT WHEN MHA**

**COMES TO PERFORM MAINTENANCE, RESIDENT'S REQUEST FOR MAINTENANCE SHALL CONSTITUTE PERMISSION TO ENTER.**

(b) MHA's Responsibilities--

1. MHA shall give Resident at least 48 hours written notice that MHA intends to enter the unit. MHA may enter only at reasonable times. **[966.4 (j)(1)]**
2. MHA may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. **[966.4 (j)(2)]**
3. If Resident and all adult members of the household are absent from the dwelling unit at the time of entry, MHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. **[966.4 (j)(3)]**

**XIII. Notice Procedures**

- (a) **Resident Responsibility**-- Any notice to MHA must be in writing, delivered to the Development Office or to MHA's central office, or sent by prepaid first-class mail, properly addressed. **[966.4 (k)(1)(ii)]**
- (b) MHA Responsibility -- Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Resident. **[966.4 (k)(1)(i)]**
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Resident is visually impaired, all notices must be in an accessible format. **[966.4 (k)(2)]**

**XIV. Termination of the Lease**

In terminating the Lease, the following procedures shall be followed by MHA and Resident:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Resident obligations set forth in section IX above, or for other good cause. **[966.4 (l)(2)]** **Resident agrees that the violation of any of the obligations of residents Section IX A thru gg is a serious violation of a material term of the lease, and is good cause for termination of the lease.**

Such serious or repeated violation of terms **shall include but not be limited to:**

1. The failure to pay rent or other payments when due; **[966.4 (l)(2)]**
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth of the month. Four such late payments within a 12-month period shall constitute a repeated late payment; **[966.4 (l)(2)]**
3. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities; **[966.4 (l)(2)]**
4. Misrepresentation of family income, assets, or composition; **[966.4 (c)(2)]**
5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations. **[966.4 (c)(2)]**
6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site; **[966.4 (l)(2)]**
7. Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of MHA's public housing premises by other residents, or any drug-related criminal activity. **[966.4 (l)(2)]**
8. Illegal weapons or illegal drugs seized in a MHA unit by a law enforcement officer; **[966.4 (l)(2)]**
9. Any fire on MHA premises caused by carelessness or unattended cooking as well as removal or disconnection of smoke alarms or removal of batteries thereto. **[966.4 (l)(2)]**

10. **PERMITTING PERSONS OTHER THAN THOSE LISTED ON THE LEASE TO LIVE IN THE UNIT. [966.4 (1) (20(i) (B))]**

(b) MHA shall give written notice of the proposed termination of the Lease within:

1. 14 days in the case of failure to pay rent;
2. 3 days in the case of violence or threats to health, safety or welfare of persons or property as provided by T.C.A. § 66-28-517.
3. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other Residents or MHA staff is threatened;
4. 30 days in any other case. **[966.4 (1)(3)(i)(A), (B) & (C)]**

- (c) The notice of termination:
1. The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and Resident's right to examine MHA documents directly relevant to the termination or eviction. **[966.4 (I)(3)(ii)]**
  2. When MHA is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with MHA's grievance procedures. **[966.4 (I)(3)(ii)]**
  3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. **[966.4 (I)(3)(iii)]** The Notice to Vacate must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay the costs of court and attorney's fees.
  4. When MHA is required to offer Resident the opportunity for a grievance hearing concerning the lease termination under MHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. **[966.4 (I)(3)(iv)]**
  5. When MHA is not required to offer Resident the opportunity for a hearing under the grievance procedure and MHA has decided to exclude such grievance for MHA grievance procedure, the notice of lease termination shall (a) state that Resident is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by MHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. **[966.4 (I)(3)(v)]**
  6. MHA may evict Resident from the unit only by bringing a court action. **[966.4 (I)(4)]**
- (d) Resident may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, MHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, prior criminal records (whether known or should have been known by the Resident), and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, MHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. MHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. **[966.4 (I)(5)]**
- (f) When MHA evicts a Resident from a dwelling unit for criminal activity, MHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. **[966.4 (I)(5)(iii) (B)]**

**XV. Waiver:** No delay or failure by MHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (past or prospective) of that or any other right, unless otherwise expressly provided herein.

## **XVI. CHANGES**

(a). **Posting of Policies, Rules, Regulations and the Grievance Procedure and Changes therein** - Schedules of special charges for services, repairs and utilities and rules, regulations and the grievance procedure which are incorporated in this lease (by attachment or reference) shall be publicly posted in conspicuous manner in the development office and shall be furnished to the Resident for examination on request. Such schedules, policies, rules and regulations may be modified from time to time by Memphis Housing Authority provided that Memphis Housing Authority shall give at least 30-days written notice to Resident setting forth the proposed modification, the reasons therefore, and providing Resident an opportunity to present written comments which shall be taken into consideration by Memphis Housing Authority prior to the proposed modification becoming effective. A copy of such notice shall be delivered or mailed to each resident.

(b). **Other Changes** - Except as provided in (A) above, and as provided in "Predetermination of Rent., Dwelling Size and Eligibility, modifications of the Lease must be accomplished by a written rider to the Lease executed by both parties. However, nothing shall preclude Memphis Housing Authority from modifying this Lease to take into account revised provisions of policy, law or governmental action with a 30-Day notice to the Resident and providing Resident an opportunity to present written comments which shall be taken into consideration by Memphis Housing Authority prior to the proposed modification becoming effective.

(c). **Renewal**- Memphis Housing Authority may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self- sufficiency program and as stipulated in Part II of the lease.

**XVII. Housekeeping Standards:** In an effort to improve the livability and conditions of the apartments owned and/or managed by MHA or agents, uniform standards for resident housekeeping have been developed for all Resident families.

(a) **MHA Responsibility:** The standards that follow will be applied fairly and uniformly to all Residents. MHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection MHA will notify Resident in writing if he/she fails to comply with the standards. MHA will advise Resident of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, MHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.

(b) **Resident responsibility:** Resident is required to abide by the standards set forth below. **FAILURE TO ABIDE BY THE HOUSEKEEPING STANDARDS, INCLUDING REFUSAL TO ATTEND HOUSEKEEPING CLASSES AFTER HAVING BEEN FOUND IN VIOLATION OF HOUSEKEEPING STANDARDS, THAT RESULTS IN THE CREATION OR MAINTENANCE OF A THREAT TO HEALTH OR SAFETY IS A VIOLATION OF THE LEASE TERMS AND CAN RESULT IN EVICTION.**

(c) **Housekeeping Standards: Inside the Apartment**

### **General--**

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

- (10) Smoke Alarms: should be operational, tested monthly, with sufficient battery or current.

**Kitchen--**

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

**Bathroom--**

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor should be clean and dry.

**Storage Areas--**

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. **NO HIGHLY FLAMMABLE MATERIALS SHOULD BE STORED IN THE UNIT.**
- (3) Other storage areas: should be clean, neat and free of hazards.

(d) **Housekeeping Standards: Outside the Apartment**

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Resident:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

### **XVIII. Domestic Violence:**

The Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

- A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a Lessee's household or any guest or other person under the Lessee's control, shall not be cause for termination of the tenancy or occupancy rights, if the Lessee or immediate member of the Lessee's family is a victim of that domestic violence, dating violence, or stalking.
- B. Notwithstanding subsection (a), or any Federal, State, or local law to the contrary, the Lessor may bifurcate a lease or remove a household member from a lease without regard to whether a household member is a signatory to a lease, in order to evict, remove, or terminate occupancy rights of any individual who is a lessee or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.
- C. The Lessor may request a certification that an individual is a victim of domestic violence, dating violence or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 50066, or other HUD approved certification form, (ii) a court record, or (iii) documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse.
- D. Nothing in this Section:
  - 1. limits the Lessor from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;
  - 2. limits the Lessor from evicting a lessee for any violation of a lease not premised on the act or acts of violence in question against the Lessee or a member of the Lessee's household, provided that the Lessor does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other lessees in determining whether to evict;
  - 3. limits the Lessor from terminating the tenancy of any lessee if the Lessor can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that lessee is not evicted;
  - 4. supersedes any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.
- E. All information the Lessor may request to confirm domestic violence, dating violence or stalking victim status, pursuant to federal law, shall be retained in confidence by the Lessor, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:
  - 1. requested or consented to by the individual in writing;
  - 2. required for use in an eviction proceeding; or
  - 3. otherwise required by applicable law.

**RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)**

PART II of the RESIDENTIAL LEASE AGREEMENT

Memphis Housing Authority

THIS AGREEMENT is executed between the Memphis Housing Authority (herein called "MHA"), and (herein called the "Tenant"), and becomes effective as of

- (1) **Unit:** That the MHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED \_\_\_\_\_ (and hereafter called the "premises") to be occupied exclusively as a private residence by The Tenant and household. The Tenant UNIT NUMBER is

The Tenant's Account Number is:  
 The development number is:  
 The development name is:  
 Tenant's Auto License number is \_\_\_\_\_  
 Make \_\_\_\_\_ Model \_\_\_\_\_ Auto  
 VIN No. \_\_\_\_\_

- 2. **Household Composition:** The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse, each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.
- 3. **Term:** The term of this lease shall be one calendar year and may be automatically renewed for the same period unless the resident or a member of the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program and/or as stipulated in Part I of the lease. The resident may be given and opportunity to cure the non-compliance in accordance with the Community Service policy which is attached and incorporated herein.
- 4. **Rent:** Initial rent (prorated for partial month) shall be \$\_\_\_\_\_. \_\_\_\_ and, if applicable, the Tenant shall receive the benefit of \$\_\_\_\_\_. \_\_\_\_ from MHA for Utility Reimbursement (for partial month) paid to the Utility supplier for the period beginning \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending at midnight on \_\_\_\_/\_\_\_\_/\_\_\_\_\_.

Thereafter, rent in the amount of \$\_\_\_\_\_. \_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5<sup>th</sup>)



- 10. **Termination:** If the Tenant's fails to quit the premises after termination of the lease and court action is brought against the tenant, the tenant may be required to pay the cost of court and reasonable attorney's fee
- 11. **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By signature (s) below I/we also acknowledge that he Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____	DATE _____
CO-TENANT _____	DATE _____
ADULT HOUSEHOLD MEMBER _____	DATE _____
ADULT HOUSEHOLD MEMBER _____	DATE _____
ADULT HOUSEHOLD MEMBER _____	DATE _____
MANAGER _____	DATE _____
WITNESS _____	DATE _____

**TENANT'S CERTIFICATION**

I, \_\_\_\_\_ hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to MHA before execution of the lease, or before MHA approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by myself or other Household members to MHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

ATTACHMENTS:

If indicated by an (X) below, MHA has provided the tenant with the following attachments and information:

- ( ) Part I of this Lease
- ( ) Pet Policy
- ( ) Standard Maintenance Charges
- ( ) Watch Out for Lead Paint Poisoning
- ( ) Grievance Procedure
- ( ) Housekeeping Standards
- ( ) Other: \_\_\_\_\_

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above attachments and information including “The Danger of Lead Poisoning to Homeowners” and “The Danger of Lead Poisoning to Renters.” The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

I/We understand that the above attachments are a part of this Agreement.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

OFFICE ADDRESS \_\_\_\_\_

HOURS: 8:00 AM -- 4:30 PM

TELEPHONE NUMBER:

## **Grievance Procedure of the Memphis Housing Authority**

- 1. Definitions applicable to the grievance procedure:** [966.53]
  - A. Grievance:** Any dispute which a Tenant may have with respect to MHA action or failure to act in accordance with the individual Tenant's lease or MHA regulations which adversely affects the individual Tenant's rights, duties, welfare or status.
  - B. Complainant:** Any Tenant (as defined below) whose grievance is presented to the MHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
  - C. Elements of due process:** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
    - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
    - (2) Right of the Tenant to be represented by counsel;
    - (3) Opportunity for the Tenant to refute the evidence presented by the MHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
    - (4) A decision on the merits.
  - D. Hearing Officer:** A person selected in accordance with 24CFR § 966-55 and this procedure to hear grievances and render a decision with respect thereto.
  - E. Hearing Panel:** A three member panel selected in accordance with 24CFR § 966.55 and this procedure to hear grievances and render a decision with respect thereto.
  - F. Tenant:** The adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the MHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
  - G. Resident Organization:** An organization of residents, which also includes a resident management corporation.
- II. Applicability of this grievance procedure** [966.51]

In accordance with the applicable Federal regulations (24 CFR § 966.50) this grievance procedure shall be applicable to all individual grievance (as defined in Section I above) between Tenant and the MHA with the following two exceptions:

- A. Because HUD has issued a due process determination that the law of the State of that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the MHA, or
  - b. Any drug-related criminal activity. [966.51 (2)(i) and (ii)]
- B. The MHA grievance procedure shall not be applicable to disputes between Tenants not involving the MHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the MHA's Board of Commissioners. [966.51 (b)]

This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations. [966.52 (b) and (d)]

Any changes proposed in this grievance procedure must provide for at least 30 days notice to Tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the MHA before any revisions are made to the grievance procedure. [966.52 (c)]

### **III. Informal settlement of a grievance [966.54]**

Any grievance must be personally presented, either orally or in writing, to the MHA's central office or the management office of the development in which the complainant resides **within ten days after the grievable event.**

Grievances related to complaints about operational matters that are received by the MHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the VCA Administrator.

As soon as the grievance is received, it will be reviewed by the management office of the development or the VCA Administrator (if applicable) to be certain that neither of the exclusions in paragraphs II. A or II. B above applies to the grievance. Should one of the

exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the MHA's grievance procedure, with the reason therefore.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within ten working days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in charge of the management office or the VCA Administrator will attempt to settle the grievance to the satisfaction of both parties.

**Within five working days** following the informal discussion, the MHA shall prepare and either give or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file.

#### **IV. Formal Grievance Hearing**

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides **no later than five working days after the summary of the informal hearing is received**. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion [966.55 (a)]

The written request shall specify:

The reason for the grievance;

The action of relief sought from the MHA; and

Several dates and times **in the following ten working days** when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the MHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, MHA and the hearing officer or hearing panel, **but in no case later than ten working days** after the MHA received the complainant's request.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the MHA's decision rendered at the informal hearing becomes final and the MHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with the procedure. [966.55 (c) and (d)]

Failure to request a grievance hearing does not affect the complainant's right to contest the MHA's decision in a court hearing. [966.55]

**V. Selecting the Hearing Officer or Hearing Panel [966.55 (b) (2) (ii)]**

A grievance hearing shall be conducted by an impartial person or persons appointed by the MHA after consultation with resident organizations, as described below:

- A. The MHA shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include MHA Board members, MHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

The MHA will check with each nominee to determine whether there is an interest in serving as a potential hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn.

- B. A slate of potential hearing officers or hearing panel members nominated by the MHA shall be submitted to the MHA's resident organizations. Written comments from the organizations shall be considered by the MHA before the nominees are appointed as hearing officers or panel members.
- C. When the Comments from resident organizations have been received and considered, the nominees will be informed that they are the MHA's official grievance hearing committee. The MHA will subsequently contact committee members in random order **or by any other unbiased process** to request their participation as hearing panel members or hearing officers.

**VI. Escrow deposit required for a hearing involving rent [966.55 (e)]**

Before a hearing is scheduled in any grievance involving the amount of rent which the MHA claims is due under this lease, the complainant shall pay to the MHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the

same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.

This requirement will not be waived by the MHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption. In this case only, rent need not be escrowed.

## **VII. Scheduling hearings [966.55]**

When a complainant submits a timely request for a grievance hearing, the MHA will immediately contact three members of the hearing committee to schedule the hearing within the following ten working days on one of the dates and times indicated by the complainant. If three committee members can agree on a date and time for the hearing, the complainant will be so notified.

If two of the panel members can meet on a date convenient for the complainant, the MHA will approach another member of the hearing committee to find a third member to complete the panel.

If only one member of the hearing committee can meet on a date named by the complainant, the single committee member shall serve as the hearing officer.

Once the hearing panel or hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

## **VIII. Procedures governing the hearing [966.56]**

The hearing shall be held before a hearing panel or hearing officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any MHA documents, including records and regulations, that are directly relevant to the hearing.

The Tenant shall be allowed to copy any such document at the Tenant's expense. If the MHA does not make the document available for examination upon request by the complainant, the MHA may not rely on such document at the grievance hearing.

- B. The rights to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.

- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the MHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information, the MHA or project management relies.
- D. A decision based solely and exclusively upon the fact presented at the hearing. [966.56 (b)]

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56 (c)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the MHA must sustain the burden of justifying the MHA action or failure to act against which the complaint is directed. [966.56 (e)]

The hearing shall be conducted informally by the hearing panel or officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [966.56 (f)]

The hearing panel or officer shall require the MHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56 (f)]

The complainant or the MHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56 (g)]

The MHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format. [966.56 (h)]

If a hearing panel member or officer fails to disqualify himself/herself as required in Section V. A., the MHA will remove the panel member or officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

## **XI. Failure to appear at the hearing**

If the complainant or the MHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing **for not to exceed five business days**, or may make a determination that the party has waived his right to a hearing. [966.56 (d)]

Both the complainant and the MHA shall be notified of the determination by the hearing panel or officer; Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the MHA's disposition of the grievance in court. [966.56 (d)]

## **XII. Decision of the hearing panel or officer [966.57]**

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision **within ten working days** after the hearing. A copy of the decision shall be sent to the complainant and the MHA.

The MHA shall retain a copy of the decision in the Tenant's folder. A copy of the decision with all names and identifying references deleted shall also be maintained on file by the MHA and made available for inspection by a prospective complainant, his representative, or the hearing panel or officer.

The decision of the hearing panel or officer in favor of MHA shall be final and binding on the Complainant. The decision of the hearing panel or officer in favor of the Complainant shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the MHA's Board of Commissioners determines within ten working days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern MHA action or failure to act in accordance with or involving the complainant's lease or MHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the MHA.

A decision by the hearing panel or officer or Board of Commissioners in favor of the MHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later. [966.57]

# **Housing Authority**

## **DHAP Administrative Plan**

**HOUSING AUTHORITY  
DHAP ADMINISTRATIVE PLAN**

**HOUSING AUTHORITY  
DHAP ADMINISTRATIVE PLAN**

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## **Chapter 1: Statement of Policies and Objectives**

### **Introduction 1.0**

Many families who registered with FEMA were able to receive assistance either through a direct or financial assistance program under the Robert T. Stafford Disaster Relief and Emergency Act (Stafford Act) (42 U.S.C. 5121 et seq, Public Law No. 93-288, as amended.). Those families that are still receiving assistance from FEMA will now be eligible for the DHAP, a joint initiative between HUD and FEMA.

HUD and FEMA executed an Interagency Agreement (IAA) under which HUD acts as the servicing agency of the Disaster Housing Assistance Program (DHAP). DHAP is a HUD-FEMA pilot grant program to provide rent subsidies for non-HUD assisted individuals and families displaced by Hurricane Katrina or Hurricane Rita. Pursuant to FEMA's grant authority, grants are provided to PHAs to administer DHAP on behalf of FEMA. Under DHAP PHAs make rental assistance payments on behalf of eligible families to participating landlords for a period not to exceed 15 months commencing December 1, 2007, and ending March 1, 2009.

While DHAP's primary purpose is to ensure displaced families do not experience an interruption in rental subsidy when FEMA's assistance expires, the new program is also designed to assist families in continuing to move toward self-sufficiency. Residents in the program are to receive case management services coordinated by PHAs to help them get back on their feet, including financial education, job training or other social services. The PHA commenced pre-transitional case management activities on November 1, 2007.

Under the program, local public housing agencies are selected to administer the program and work directly with families. The PHA was selected by HUD to administer DHAP vouchers for a specific area or areas. To prepare families for self-sufficiency, families will receive full rental coverage for the first 3 months of the 15-month period. On March 1, 2008, the level of subsidy would begin to be reduced, which will gradually lead families toward independence.

### **Purpose of the DHAP Administrative Plan 1.1**

The purpose of the Administrative Plan is to provide guidance in administering the DHAP program in accordance with the grant program requirements and any other subsequent HUD directives and guidance for the program.

The PHA's DHAP is designed to achieve six major objectives:

1. To provide temporary assistance to families in accordance with regulatory requirements.

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2. To ensure that all units meet inspection standards required by the program and to ensure families pay fair and reasonable rents according to program requirements.
3. To promote fair housing and the opportunity for families of all ethnic backgrounds to experience freedom of housing choice.
4. To provide safe, decent, and sanitary housing conditions for eligible families.
5. To provide incentives to private property owners by offering timely assistance payments.
6. To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to DHAP families.

This administrative plan is set forth to define the PHA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to DHAP not addressed in this document are governed by the DHAP grant, DHAP-required documents, HUD handbooks and guidebooks, notices and other applicable law. The policies in this administrative plan have been designed to ensure compliance with all FEMA/HUD requirements for program funding. Hereinafter, the Administrative Plan shall be referred to as the Plan.

The PHA is responsible for complying with all subsequent changes in HUD requirements pertaining to these programs. All Federal Regulations issued by HUD shall take precedence over any and all state, county and local requirements.

The PHA must administer the program in conformity with the Fair Housing Act, Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act.

### **Mandatory vs. Discretionary Policy**

HUD makes a distinction between:

- Mandatory policies: those driven by legislation, regulations, current handbooks, notices, and legal opinions.
- Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

### **Terminology 1.2**

“Family” is a group of people or can refer to a single person family.

“Tenant” is used to refer to participants in terms of their relation to landlords.

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“Landlord” and “Owner” are used interchangeably.

“Transitioning-in-Place Family” refers to a family that was in the same unit assisted by FEMA/CLC the day before the effective date of the Disaster Rent Subsidy Contract.

“Mover Family” refers to a family who initially leases up under DHAP who was in a different unit assisted by FEMA/CLC the day before the effective date of the contract. It also refers to families who transitioned-in-place under DHAP but subsequently (after the effective date of the DRS contract) move to a different unit.

“DHAP Participating Family” refers to a family who is being assisted under the Disaster Housing Assistance Program.

“Disability” is used where “Handicap” was formerly used.

“HQS” means the Housing Quality Standards required by HUD regulations.

“Group 1 Families” include:

- a. A family that is currently receiving rental assistance under the Stafford Act from FEMA through its contractor Corporate Lodging Consultants (CLC), and FEMA determines the family is eligible for continued rental assistance. These families have a lease with the owner and CLC has entered into a Direct Assistance Program (DAP) contract with the owner.
- b. A family that is receiving rental assistance from FEMA in a privately-owned rental unit, but not through CLC, and FEMA determines the family is eligible for continued rental assistance. In this situation, there is no contractual relationship between FEMA and the owner.

“Group 2 Families” include:

- a. A family that is not currently receiving rental assistance from FEMA but is determined eligible by FEMA for DHAP before the DHAP ends.
- b. A family that is relocating out of a FEMA provided temporary housing unit and is determined eligible for FEMA assistance (e.g. FEMA trailer.)
- c. A family that is vacating a HUD provided Real Estate Owned (REO) property in which they were residing under an arrangement between HUD and FEMA, and FEMA determines the family is eligible for continued rental assistance.

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## **Chapter 2. Fair Housing and Reasonable Accommodation**

### **Fair Housing Policy 2.0**

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The PHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the DHAP on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability or sexual orientation. The PHA will assist families in filing claims of fair housing discrimination.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to DHAP participants regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as PHA policies, can prohibit discrimination against additional classes of people.

### **Discrimination Complaints 2.1**

If a participant believes that any family member has been discriminated against by the PHA or an owner, the family should advise the PHA. HUD requires the PHA to make every reasonable attempt to determine whether the participant's assertions have merit and take any warranted corrective action. In addition, the PHA will provide the participant with information about how to file a discrimination complaint.

Participants who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

The PHA will attempt to remedy discrimination complaints made against the PHA.

The PHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

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### **Reasonable Accommodations Policy [24 CFR 700.254(C)(3)] 2.2**

It is the policy of this PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the PHA will treat a person differently than anyone else. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the PHA, when the PHA initiates contact with a family, and when the PHA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such an impairment.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

### **Request for Accommodation 2.3**

If a participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability. There must be

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an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

### **Approval/Denial of a Requested Accommodation 2.4**

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the requested accommodation, the financial resources of the PHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

After a request for an accommodation is presented, the PHA will respond, in writing, within 14 calendar days.

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the DHAP program and without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family, in writing, of its determination within 14 calendar days from the date of the most recent discussion or communication with the family.

### **Verification of Disability 2.5**

The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party competent to make the assessment provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the PHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

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An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the PHA.

The PHA will provide a written decision to the person requesting the accommodation within 14 days. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the PHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability. It is the policy of the PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrated a high level of professionalism while providing housing services families.

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.

### **Program Accessibility for Persons with Hearing or Vision Impairments 2.6**

HUD regulations require the PHA to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

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At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display/teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with PHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

### **Physical Accessibility 2.7**

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- PIH 2002-01 (HA), Accessibility Notice
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2002-01(HA) Accessibility Notice summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

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When issuing a voucher to a family that includes an individual with disabilities, the PHA will include a current list of available accessible units known to the PHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

## **Termination of Assistance 2.8**

A PHA's decision to terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation.

When a participant family's assistance is terminated, the notice of termination must inform them of the PHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the PHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the PHA's decision to terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation.

## **Definition of a Person with a Disability under Federal Civil Rights Laws [24 CFR Parts 8.3 and 100.201] 2.9**

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase "physical or mental impairment" includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

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“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the Housing Choice Voucher program, yet an accommodation is needed to provide equal opportunity.

## **Translation of Documents 2.10**

The Housing Authority has bilingual staff to assist non-English speaking families in the following languages: Spanish.

In determining whether it is feasible to provide translation of documents written in English into other languages, the PHA will consider the following factors:

- Number of participants in the jurisdiction who do not speak English and speak the other language.
- Estimated cost to PHA per client of translation of English written documents into the other language.
- The availability of local organizations to provide translation services to non-English speaking families.

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## **Chapter 3. Eligibility, Intake, and Initial Briefing**

### **General Overview 3.0**

Under the DHAP, a determination of a family's eligibility is solely the responsibility of FEMA, not the PHA. The PHA does not determine the family's initial eligibility or screen the family for the program. DHAP assistance is provided for families that were displaced by Hurricane Katrina or Rita and as a result have been previously determined, or are subsequently determined, by FEMA to meet FEMA's eligibility requirements for housing assistance under the Stafford Act.

There are two groups of eligible or potentially eligible families as follows:

“Group 1 Families” include:

- a. A family that is currently receiving rental assistance under the Stafford Act from FEMA through its contractor Corporate Lodging Consultants (CLC), and FEMA determines the family is eligible for continued rental assistance. These families have a lease with the owner and CLC has entered into a Direct Assistance Program (DAP) contract with the owner.
- b. A family that is receiving rental assistance from FEMA in a privately-owned rental unit, but not through CLC, and FEMA determines the family is eligible for continued rental assistance. In this situation, there is no contractual relationship between FEMA and the owner.

“Group 2 Families” include:

- a. A family that is not currently receiving rental assistance from FEMA but is determined eligible by FEMA for DHAP before the DHAP ends.
- b. A family that is relocating out of a FEMA provided temporary housing unit and is determined eligible for FEMA assistance (e.g. FEMA trailer.)
- c. A family that is vacating a HUD provided Real Estate Owned (REO) property in which they were residing under an arrangement between HUD and FEMA, and FEMA determines the family is eligible for continued rental assistance.

The PHA must access the Disaster Information System to verify the family's eligibility status. The DIS record lists the head of household and the other members of the eligible family. A family that wishes to appeal FEMA's determination that the family is not eligible for DHAP must be referred by the PHA to FEMA, conditioned on the circumstances described below. Any review and resolution of the family's appeal of their eligibility status is conducted by FEMA.

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### **Family Eligibility for DHAP When Family Composition Differs from DIS 3.1**

If the PHA determines that the composition of the family is now different than the family composition reflected in DIS, the family is eligible for DHAP provided that the family member designated by FEMA as the head of household is still a member of the family. If the family member designated by FEMA as the head of household is no longer a member of the family, the PHA will not transition the family to DHAP at this time. Instead, the PHA will report the change in family composition to HUD who will pass the information to FEMA. The family will be contacted by FEMA who will make the final determination of continued eligibility. HUD will advise the PHA of the decision.

If a new head of household is designated, that person must agree to and comply with the family obligations.

### **Continued Eligibility for Remaining Members When Head Dies/Leaves Family 3.2**

If the family breaks up and the designated head of household wishes to continue to receive DHAP, only those family members remaining with the head of household continue to receive the DHAP assistance. This is regardless of the reason for the family breakup.

When the head of household dies or otherwise leaves the family, the remaining family members may still be eligible for DHAP. To be eligible for continued DHAP assistance, at least one of the remaining family members must:

- Have been a member of the family determined eligible by FEMA for continued DHAP assistance (as evidenced by the original family record in DIS); and
- Have legal capacity to enter a lease under State and local law.

If none of the remaining family members originally determined eligible by FEMA for continued assistance under DHAP have legal capacity to enter into a lease under State and local law, the family may not be eligible for continued assistance. If the family wishes to add a family member with legal capacity to enter into a lease under State and local law, the PHA will report the proposed change in family composition to HUD who will pass the information to FEMA. The family will be contacted by FEMA who will make the final decision. HUD will advise the PHA of the decision. The new family member with legal capacity must agree to and follow the family obligations.

### **Pre-Transition PHA Intake Process for Group 1 Families 3.3**

Once the PHA enters into a Grant Agreement with FEMA, the PHA receives from HUD an initial list of families eligible for DHAP assistance. The PHA verifies the family's eligibility in the Disaster Information System database and then begins pre-transition activities.

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The CLC provides Group 1 families a notification that participation in the existing rental assistance program shall end effective November 30, 2007, and that the families will be contacted by the PHA administering DHAP in their jurisdiction to participate in DHAP. The CLC shall provide all participating owners with a notice of termination in accordance with Part B, Section 4 of the DAP contract effective no later than November 30, 2007.

There may be extenuating circumstances where families may continue to be assisted by CLC on a temporary basis. There are three boxes to check in the DIS system so that payment may begin: Intake, Case Management, and Landlord. If all three boxes are checked, HUD will provide funds to the PHA to make the payment. If the Landlord box is not checked, CLC will provide payment for the family for December 2007.

The families will be provided an intake briefing to introduce them to the transition to DHAP, program operation, and DHAP requirements. The PHA will gather required program documents at the intake briefing and will provide staff to answer specific situational questions.

Families will be provided the name of their primary Housing Counselor to contact for information pertaining to lease-up.

See Chapter 7 Leasing for further information.

### **Family Intake Process for Group 2 Families 3.4**

HUD has established Referral Call Centers that will assist Category 2 families. Two toll-free RCC numbers have been established for DHAP eligible families and PHAs that will administer DHAP. The RCC counselors will use resources, including the Disaster Information System, to match eligible families with participating PHAs.

For Category 2 families, FEMA will determine (or has previously determined) that the family is eligible for DHAP assistance and informed HUD of the family's eligibility. HUD will enter the family's information in the Disaster Information System. FEMA will refer the eligible family to the RCC (or participating PHA, if known). The family will telephone the RCC counselor using the toll-free phone number. The RCC counselor will refer the family to the DHAP PHA in the location where the family wants to live. If there is no DHAP PHA in the area, the RCC will contact HUD.

Upon the family's arrival at the PHA, the PHA will access the Disaster Information System website to confirm family eligibility for DHAP and will begin the briefing activities defined in that section.

### **Family Briefings 3.5**

The PHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to determine whether they wish to stay in the same unit or

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locate an acceptable housing unit to which they will move. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements.

When eligibility has been determined, the PHA will conduct a briefing to ensure that families know how the program works, especially group one families who will be transitioning in their current unit. The briefing will provide the requirements of the new program, a broad description of owner and family responsibilities, and PHA procedures. The family will also receive a briefing packet/toolkit which provides more detailed information about the program.

At the briefing, the PHA will advise the family of any amount of rent that is the family's responsibility (in cases where the lease rent exceeds the subsidy) and explain the incremental rent transition requirement that will become effective March 1, 2008. The PHA will also provide the family with a list of family obligations under the DHAP, and inform the family that they will be required to execute a lease if they do not currently have one and the HUD-provided DHAP lease addendum with the owner.

The PHA will inform the family that, as a condition of participation, the family must receive on-going case management services and sign a certification of family obligations under the program. If a family does not want to receive case management services or refuses to sign the certification, the PHA will inform the family that they will not be able to participate in DHAP or any FEMA housing program. The PHA will not assist the family in such instance and must record this information in the DIS. The PHA must request a signed statement from the family acknowledging that the family understands that as a result of their refusal to comply with these requirements, the family may not participate in the DHAP or any other FEMA housing program. If the family refuses to sign the statement, the PHA will document the family's refusal to do so.

HUD added three family obligations in November 2007. If the family had already signed a certification of family obligations prior to this addition, the family will be required to resign their certification of family obligations which includes the three new obligations. This certification may be signed after December 1, 2007, but should be signed as soon as possible.

Briefings will be conducted in English. If required, briefings may also be conducted in Spanish and other languages when required. The purpose of the briefing is to explain how the program works and the documents in the DHAP family briefing packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

All DHAP participants are required to provide required intake documents and will be invited to attend a briefing. The PHA will brief participants individually or in group sessions. Families who attend group briefings and still have the need for individual assistance will be referred to a Housing Counselor.

Failure of families to provide required intake documents, such as sign the certification of family obligations, shall result in the family's status being EOP'd in the HUD Disaster Information

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System unless special consideration has been granted by the PHA. Families who provide prior notice of an inability to attend a briefing will be scheduled for the next available briefing or an individual briefing session.

### **Briefing Other Families**

Upon the family's arrival at the PHA, the PHA will access the Disaster Information System website to confirm family eligibility for DHAP. The PHA briefs the family on the DHAP requirements and must inform the family that on-going case management services are required for DHAP participants. The PHA will then work with the family to assess the family's current situation and provide housing search services if required as well as case management services.

### **Documents to Be Provided at Intake 3.6**

These documents will be requested at Intake. To facilitate lease-up and timely DHAP assistance, the family's documents may be provided after lease-up.

### **Legal Identity**

Although not required by DHAP, to prevent program abuse, the PHA will request all adult household members to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. The PHA prefers an official photo ID as the primary method of verification. If that form of identification is not available, the other verification sources listed below may be utilized. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required:

- Photo ID (preferably a current, valid Driver's license)
- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card

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- Hospital records

If, for any reason, legal identify for a minor is required, documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID
- School records

If none of these documents can be provided, a third party who knows the person may, at the PHA's discretion, provide verification.

## **Social Security Numbers**

Although providing proof of social security numbers is not required by DHAP, to prevent program fraud, the PHA will request that social security numbers be provided for all family members age six and over if they have been issued a number. The PHA will request social security numbers for all family members, but especially for family members age six and over if they have been issued a number. The PHA will require social security numbers when needed by DIS.

The primary verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below *showing his or her Social Security Number* may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- A driver's license
- Identification card issued by a Federal, State or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs

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- Bank Statements
- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of benefits or Social Security Number from Social Security Administration

New family members ages six and older will be requested to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be requested and provided at the time the change in family composition is reported to the PHA.

If the family member states they have not been issued a number, the family member will be requested to sign a certification to this effect.

## **Release of Information Forms**

Since Release of Information is required by the HUD Notice relating to Case Management Guidelines, and to prevent fraud and to process hardship requests, two types of release of information will be requested: the HUD 9886 Release of Information form and a General Release of Information form. To complete the intake process, these documents will be gathered and signed by the head of household. After lease-up, the PHA may require signatures for all adult household members if needed for case management.

## **Owner Briefings 3.7**

The PHA will conduct owner briefings to explain the program requirements and provide program information so that the owner can determine if they are willing to participate in the DHAP. If not, the family will have to move to receive DHAP assistance. Prompt outreach to owners from the PHA will allow more time for the family to start intensive housing search (if necessary) so as to provide uninterrupted rental subsidy.

The PHA will explain the DHAP program to the owner and any changes in the portion of the rent to owner paid by the PHA and the family, including the incremental rent transition that will become effective March 1, 2008. The PHA will inform the owner that they will be required to execute the Disaster Rent Subsidy Contract (DRS Contract) and the lease addendum with the family to be effective December 1, 2007, so that the family can be assisted as of that date.

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The PHA will also explain that, in accordance with the DRS Contract, rental subsidy payments under the DHAP will commence on or after the transition date of December 1, 2007, as long as the DRS contract and Lease Addendum are executed. Prior to the transition date, the owner will continue to receive payments from CLC in accordance with the Disaster Rent Subsidy Contract (DRS Contract). It is not necessary for an owner and tenant to enter into a new lease in order to receive assistance under the DRS Contract if a lease is already in place, only that the owner and tenant execute a lease addendum. Likewise, the rent currently charged by the owner is not affected by the DRS Contract and the lease addendum. The effective date of the DRS Contract and the HUD-provided lease addendum is specified in the Disaster Rent Subsidy Contract.

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## **Chapter 4. Subsidy Standards and Family Composition**

### **General Information 4.0**

Subsidy standards are used to determine family unit size (voucher size) (see Chapter 5 for Voucher Issuance). Subsidy standards are directly related to family composition. However, under DHAP the family unit size for voucher issuance vs. subsidy calculation may be different.

For subsidy standards, an adult is a person 18 years or older. All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

One bedroom will generally be assigned for each two family members. The PHA will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.

### **Guidelines for Assigning Family Unit Size 4.1**

Generally, the PHA assigns one bedroom to two people within the following guidelines:

- Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.
- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship), which will allow an adult with a child twelve (12) months or two (2) children under the age of four (4) to have an additional bedroom.
- Separate bedrooms should be allocated for any sibling of the opposite sex to have their own bedroom after the age of one (1) and allow siblings of the same sex to have an additional bedroom if they are more than five (5) years apart in age.
- Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
- Space may be provided for a child who is away at school but who lives with the family during school recesses.
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.
- Adults of different generations will have separate bedrooms.

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- A single pregnant woman with no other family members must be treated as a two-person family.
- Single person families shall be allocated [zero/one] bedroom.

<b>GUIDELINES FOR DETERMINING DHAP VOUCHER SIZE</b>		
<b>Voucher Size</b>	<b>Persons in Household</b>	
	<b>Minimum Number</b>	<b>Maximum Number</b>
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	6
3 Bedrooms	3	8
4 Bedrooms	4	10
5 Bedrooms	6	12
6 Bedrooms	8	

### **Exceptions to Subsidy Standards Guidelines 4.2**

The PHA shall grant exceptions from the subsidy standards if the family requests and the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The PHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

- Verified medical or health reason; or
- Elderly persons or persons with disabilities who may require a live-in attendant.

The family may request a larger sized voucher than indicated by the PHA's subsidy standards. Such request must be made in writing within 10 calendar days of the PHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate. The PHA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Requests based on health related reasons must be verified by a doctor/medical/ professional/ social service professional.

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### **Family Composition Changes 4.3**

Since the FEMA rental assistance was based on the actual composition of the household that was displaced by the disaster and the amount of the assistance is not adjusted to cover subsequent increases in family size that occurred after the disaster since the family's housing need with respect to the additional family members is not directly related to the hurricanes, the subsidy standards applied to obtain the family unit size for rent calculation purposes are different than the HCV program. The DHAP does not take any increases in family size that occurred after FEMA's initial family eligibility determination into consideration for purposes of the DHAP rent subsidy calculation (see Chapter 10. DHAP Monthly Rent and Subsidy.)

For DHAP participating families, a subsequent increase in the size of the family does not result in the family qualifying for a larger unit size under the PHA subsidy standards for purpose of the subsidy calculation, either during the term of the DRS Contract or any new DRS Contract. One exception to this is whether the family meets the HQS requirement for space standards or can be granted an exception (see Chapter 8. Unit Inspections and Chapter 10. DHAP Monthly Rent and Subsidy.)

### **Other Changes in Family Composition 4.4**

A subsequent increase in the size of the family does not result in the family qualifying for a larger family unit size under the PHA subsidy standards for purposes of the subsidy calculation, either during the term of the existing DRS contract or a new DRS contract.

However, if the increase in family size results in the unit no longer meeting the HQS requirement under 982.401(d) that each dwelling unit must have at least one bedroom or living/sleeping room for each two persons, the PHA may grant an exception from this requirement on a case-by-case basis at the request of the family. The PHA may take the limited duration of the DHAP assistance into account when making the determination. The PHA must record any such HQS exception for the unit and maintain a record of the exception. There will be no increase in subsidy in these exception situations.

If a decrease in family size results in the family qualifying for a smaller family size unit under the PHA subsidy standards during the term of the DRS contract, the lower FMR/Payment Standard amount is not applied to the family's subsidy during the term of the DRS contract (see Chapter 10. DHAP Monthly Rent and Subsidy).

### **PHA Error 4.5**

If the PHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

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## **Unit Size Selected 4.6**

The family may select a different size dwelling unit than that listed on the Voucher. The monthly subsidy formula will be impacted by the size unit selected (see Chapter 8. DHAP Monthly Rent Subsidy.)

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## **Chapter 5. Verification**

The document verification requirements are described in Chapter 3. Eligibility, Intake and Initial Briefing.

Since it is not required by DHAP, the PHA will not verify annual income used for determination of hardship on a regular basis. However, to prevent fraud, the PHA will establish a methodology to randomly verify annual income in hardship cases to determine whether there are incidents of fraud indicating a stronger verification requirement.

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## **Chapter 6. Issuance of DHAP Vouchers for Families who Move**

### **Introduction 6.0**

DHAP does not require the issuance of a Voucher. Therefore, if the PHA uses a voucher for tracking purposes, the HCV program Voucher must be changed to reflect a DHAP Voucher. The PHA elects not to issue a voucher for families transitioning in place, although a voucher number will be retained in the software. Vouchers are based on family size and composition (see Chapter 4. Subsidy Standards and Family Composition.) In the DHAP program, the family unit size determined under the subsidy standards is not always the family unit size used for subsidy calculations (See Chapter 4 Subsidy Standards and Family Composition and Chapter 10 Monthly Rent and Subsidy Calculation.)

### **Voucher Issuance 6.1**

Vouchers will be issued for program participants who wish to move to a different unit. The voucher will act as the family's authorization to search for housing which meets the program requirements. When the family is moving to another unit, the PHA issues a DHAP voucher based on the PHA's subsidy standards. Families may choose a different size unit than is listed on their voucher. However, the subsidy may be different and there are additional standards to be met, such as Housing Quality Standards space standards for overcrowding purposes. The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

### **Voucher Extensions 6.2**

A family may request a written request for an extension of the DHAP Voucher time period. All requests for extensions must be received prior to the expiration date of the Voucher. The Voucher will be issued in increments of sixty calendar days. The family will be requested to submit a Request for Approval of the Tenancy within the sixty-day period unless an extension has been granted by the PHA. There are no limits on the number of times the voucher may be reissued/extended as long as the family remains eligible for DHAP in the PHA's area of operation and as long as DHAP is still in effect (prior to the ending date of March 2009.)

### **Remaining Member of Tenant Family – Retention of Voucher 6.3**

Refer to Chapter 3. Eligibility, Intake and Initial Briefings for information about the eligibility of remaining family members, particularly section 3.2.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the family.

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## **Chapter 7. Family Lease-up**

### **General Overview 7.0**

The PHA contacts the owner of the private rental unit where the family is currently receiving FEMA rental assistance (or the private rental unit identified as a suitable unit for families relocating out of a FEMA provided temporary housing unit) at the earliest opportunity, explains the DHAP to the owner and determines if the owner is willing to participate in the DHAP. The PHA will inform the owner of any changes in the portion of the rent to owner paid by the PHA and the family, including the incremental rent transition that will become effective March 1, 2008. If the owner is unwilling to participate in DHAP, the family will have to move to receive DHAP assistance. If the family chooses to stay in the unit, they will do so without the benefit of DHAP or other housing assistance from FEMA.

### **Transitioning-in-Place Families 7.1**

“Transitioning-in-Place Family” refers to a family that was in the same unit assisted by FEMA/CLC the day before the effective date of the Disaster Rent Subsidy Contract.

The PHA will have briefed the family and the owner of the program requirements, and the owner will have agreed to participate in DHAP. If a family is already under lease and wishes to remain in-place to receive DHAP assistance, the owner and the family may remain under the existing lease, provided that they execute the DHAP lease addendum. The family and owner may also choose to enter into a new lease that commences at the same time as the effective date of the DRS Contract. In cases where the family resides in a unit where there is no lease, the family and owner must enter into a lease and execute the lease addendum to receive assistance under DHAP. The owner and the PHA must enter into a Disaster Rent Subsidy Contract. The lease and contract dates are not required to run concurrently.

Families who move prior to their participation in DHAP will be considered a transitioning-in-place family if the family was in the same unit assisted by FEMA/CLC the day before the effective date of the Disaster Rent Subsidy Contract.

The family will not be issued a voucher if they remain in place unless the family decides to move after the initial DHAP participation.

The unit will be inspected and will only fail for health and safety items (see Chapter 8. Unit Inspections.)

The unit will not be subject to rent reasonableness determinations unless the owner requests a rent increase after the effective date of the Disaster Rent Subsidy Contract. (See Chapter 9 Rent Reasonableness.)

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Although not required by DHAP, the PHA will request owners to submit documents such as proof of ownership of the property to be rented, W-9 form and direct deposit authorization form prior to the execution of the DRS Contract. The PHA will accept a recorded deed or County Assessor Department printout with name of owner and address of property as verification of ownership. In the event that the owner utilizes a property manager, the owner shall also submit to the PHA an executed copy of the management agreement and taxpayer identification for the property manager (i.e., SSN or Tax ID Number).

### **“Mover” Families 7.2**

Mover families are defined as a family who initially leases up under DHAP who was in a different unit assisted by FEMA/CLC the day before the effective date of the contract. It also refers to families who transitioned-in-place under DHAP but subsequently (after the effective date of the DRS contract) move to a different unit. A family who moves to a new unit to begin the DRS contract (such as December 1) so that their DRS contract unit is a different unit would be considered a Mover family. These families have slight different requirements for lease-up.

If the owner does not wish to participate in the DHAP or the family wishes to move *and the move will occur on the effective date of the DRS contract*, the family will be considered a Mover Family because they were not in the same unit the day prior to the effective date of the DRS contract. For these families, the PHA will inquire if the family wishes to move to another unit and receive DHAP assistance in the PHA jurisdiction, or wishes to return to their pre-disaster jurisdiction or another jurisdiction and receive DHAP assistance where they plan to permanently reside. If the family wishes to remain in the PHA jurisdiction, the PHA provides the family with housing search assistance. If the family informs the PHA that they wish to lease under DHAP in an area outside the PHA’s jurisdiction, the PHA is responsible for identifying the DHAP administering PHA with jurisdiction over the area. The PHA will advise the family how to contact and request assistance from that PHA, and promptly notify the PHA when to expect the family.

These families will be required to sign a lease, a lease addendum, and a DRS contract to participate in DHAP. The unit will be subject to a Housing Quality Standards inspection and the rent reasonableness determination.

In any case where a family that was receiving FEMA rental assistance is moving from their unit instead of transitioning to DHAP in-place, termination of the DAP or the end of financial assistance payments by FEMA to the family does not affect the lease commitments of either the owner or the tenant in the FEMA assisted unit. It is the family’s responsibility to resolve any issues that may arise under the lease as a result of vacating the previously FEMA assisted unit.

The family will be issued a voucher (see Chapter 6. Issuance of Vouchers for Families who Move) according to the subsidy standards (see Chapter 4. Subsidy Standards) to allow the family to search for another unit.

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An increase in the size of the family does not result in the family qualifying for a larger family unit size under the PHA subsidy standards for purposes of the subsidy calculation, either during the term of the existing DRSC or under any new DRSC.

A decrease in the size of the family that results in the family qualifying for a smaller family unit size under the PHA subsidy standards is not applied to the family subsidy calculation during the term of the DRSC. However, the smaller family unit size under the PHA subsidy standards would be used to determine the applicable FMR/payment standard for purposes of calculating the subsidy under any new DRSC.

When a family locates a unit to rent, the family will submit a Request for Tenancy Approval and the proposed lease. The PHA will determine rent reasonableness and inspect the unit using Housing Quality Standards. If the unit is approvable, the PHA will prepare a DRS Contract and lease addendum for signature. The family and owner will sign the lease and the lease addendum. The PHA and the owner will sign a DRS Contract.

### **Ineligible Units 7.3**

The following types of housing may not be leased under the DHAP:

- A public housing unit or Indian housing unit
- A unit receiving assistance under section 8 of the 1937 Act
- Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services
- College or other school dormitories
- Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions
- A unit occupied by its owner or by a person with interest in the unit
- A FEMA provided temporary or permanent housing unit
- A HUD Real Estate Owned (REO) property

In addition, the family may not receive the benefit of DHAP rent subsidy while receiving the benefit of other forms of housing subsidy, for the same unit or for a different unit, described in 24 CFR 982.352(c). This prohibition extends to other housing assistance provided by FEMA and HUD's Disaster Voucher (DVP) program.

### **Leasing Documents and Procedures 7.4**

Most of the families initially transitioning into DHAP are already under existing leases. Where a family is already under lease and wishes to remain in place to receive DHAP assistance, the owner and the family may enter into a new lease that commences at the same time as the DRS contract or they may remain under the existing lease provided that the DRS contract and the DHAP lease addendum are executed.

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Although not required by DHAP, the PHA has elected to utilize the RFTA for family moves and require the owner to submit proof of ownership documents whether transitioning in place or moving to another unit. To process a move, the Request for Tenancy Approval (RFTA), proof of ownership of the property to be rented, W-9 form and direct deposit authorization form must be submitted prior to the expiration of the DHAP voucher. The PHA will accept a recorded deed or county assessor's office printout with name of owner and address of property as verification of ownership. In the event that the owner utilizes a property manager, the owner shall also submit to the PHA an executed copy of the management agreement and taxpayer identification for the property manager (i.e., SSN or Tax ID Number). To process the move, the Request for Tenancy Approval will be signed by the owner and the DHAP participant.

The PHA will:

- Review the Request for Tenancy Approval (moves only);
- Discuss any inconsistencies or omissions with the family and the owner;
- Schedule and conduct inspection of the unit;
- If the unit passes, receive the executed DHAP lease addendum;
- Execute the DRS contract with the owner.

The PHA may not approve a new lease of a non-transitioning dwelling unit until the following program requirements are met:

- Unit is eligible;
- Unit is inspected and passed HQS;
- Rent to owner is reasonable.

The lease and the lease addendum are documents between the tenant and owner. The term and termination of the lease is determined by the lease documents. The tenant must have legal capacity to enter into a lease under State or local law. The owner may use their own form of lease but they must agree to use the DHAP lease addendum. If there are conflicts between the lease and lease addendum, the lease addendum language will prevail.

When the PHA determines the lease is approvable for moves and whether a current lease is in place or a new lease will be executed for transitioning families, the DRS Contract will be prepared. Once the leasing documents are prepared, the PHA will make arrangements for the documents to be signed by the family, owner, and the PHA, as appropriate, and provide signed

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copies to each party. All documents sent for signature must be returned within ten days or payments will be held.

In addition to reviewing the specific terms of the contract and lease, the PHA will explain in detail:

- Owner requirements to maintain the unit, allow inspections, and inform the PHA if the tenant vacates without notice; and
- Tenant requirements to pay rent, maintain the unit, allow inspections, and notify the PHA when the family wishes to move.

After the review, the landlord, the tenant and the PHA execute the documents as appropriate. Document copies are distributed as follows:

- Owner: One copy of the Contract, one copy of the Lease (if applicable) and one copy of the Lease Addendum;
- Tenant: One copy of the Lease (if applicable) and one copy of the Lease Addendum; and
- The PHA Tenant File: One copy each of the Contract, the Lease, and the Lease Addendum.

## **Disaster Rent Subsidy Contract (DRS Contract) 7.5**

Under the DRS contract, the PHA will pay the owner the monthly rent subsidy payment in accordance with the contract. The owner is responsible for performing all of the owner's obligations under the DRS contract.

The owner is responsible for the screening and selection of the family to occupy the owner's unit. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. The owner is responsible for ensuring that all screening takes place in accordance with the non-discrimination requirements of the Fair Housing Act and any state and local non-discrimination requirements. This includes allowing a person with disabilities to make reasonable modifications at their own expense to the unit to render the unit accessible.

The term of the DRS contract begins on the date specified in the contract. The PHA may terminate the DRS contract in accordance with the terms of the contract. The PHA must record the family unit information in the Disaster Information System (DIS) once a DRS contract is executed with the owner.

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The PHA must use best efforts to execute the DRS contract before the effective date of the approved DHAP tenancy. However, the PHA may execute the DRS contract up to 30 calendar days after approving the DHAP tenancy if warranted by individual circumstances. Payments cannot be made by the PHA until the DRS contract is executed.

### **Making Payments to Owners 7.6**

Once a DRS contract is executed, the PHA shall process payments to the owner. The effective date and the amount of the subsidy are entered into the computer system. This information is verified by supervisory staff. The PHA is responsible for producing payments to the owners or owner's agents.

If a family takes possession prior to the effective date of the Disaster Rental Subsidy Contract, the family is responsible for all rents due.

Rent subsidy payments shall only be paid to the owner while the family is residing in the unit during the term of the contract. The owner must promptly notify the PHA if the family moves out. The PHA shall not pay a DHAP rent subsidy to the owner for any month after the month the family moves out.

The family is not responsible for payment of the portion of the rent to owner covered by the subsidy under the DRS contract.

In cases where there is a family contribution to the rent (the portion of the rent charged by the owner under the lease that is not covered by the monthly DHAP rent subsidy), the owner is responsible for collecting that amount directly from the family. In addition, effective March 1, 2008, the landlord will be responsible for collecting the family's portion of the rent attributable to the incremental rent transition unless a hardship exception has been granted by the PHA. The owner is responsible for enforcing the terms of the lease, including collecting any charges for unit damage by the family. At such time that the monthly rent subsidy payments cease, the family assumes sole responsibility for the entire rent charged by the owner.

A subsidy check register will be used as a basis for monitoring the accuracy and timeliness of payments. The PHA maintains payment information in its system and changes are made automatically to the computer system for the applicable effective date. All payments will be made by direct deposit to the account(s) specified by the owner on or about the first day of each month.

### **Changes in Lease or Rent 7.7**

The tenant and the owner may not make any change in the lease addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the lease addendum.

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In the following cases, rent subsidy payments shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new DRS contract with the owner:

- (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- (2) If the family moves to a new unit, even if the unit is in the same building or complex.

PHA approval of the tenancy, and execution of a new DRS contract, are not required for agreed changes in the lease other than those specified in (1) and (2) above.

The owner must notify the PHA and the tenant of any changes in the amount of the lease rent at least thirty days before any such changes go into effect, and the amount of the lease rent following any such agreed change must be in accordance with DHAP requirements.

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## **Chapter 8. Unit Inspections**

### **General Overview 8.0**

The PHA will inspect all units to be assisted prior to initial lease-up or shortly after initial lease-up for families transitioning in place.

Health and safety items or HQS deficiencies, as applicable, which cause a unit to fail must be corrected by the landlord. It is a family obligation to allow the PHA to inspect the unit at reasonable times with reasonable notice. Reasonable timeframes for inspections are 8:00 AM to 6:00 PM.

There are different inspection standards for Transitioning-in-Place Families and Mover Families. The primary difference is that only a health/safety inspection is required for Transitioning-in-Place Families, while a full Housing Quality Standards inspection is required for Mover Families. After the unit is leased, if there is a complaint inspection, the HCV Housing Quality Standards will be used for the inspection.

If the unit is unavailable for the inspection, the family and owner are provided a notice of the inspection appointment by mail. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment is automatically scheduled.

Annual inspections will not be conducted, but quality control and complaint inspections may be conducted at any time.

### **Inspection Requirements for Transitioning Families 8.1**

The family and owner are notified of the date and time of the inspection appointment by mail or phone. If the family is unable to be present, they must reschedule the appointment so that the inspection is conducted within 7 calendar days.

If the family does not contact the PHA to reschedule the inspection or if the family misses two inspection appointments, the PHA will consider the family to have violated a Family Obligation and their assistance will be EOP'd if they are not yet a participant or terminated in accordance with the termination procedures in the Plan if they are a DHAP participant.

The PHA may conduct a full Housing Quality Standards inspection but will only fail the health and safety items to ensure the unit's current condition does not contain any life-threatening deficiencies as determined by the PHA. The health/safety items to be failed include:

- Inoperable Smoke Detectors
- Entry Door Not lockable

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- Natural Gas leak
- Evidence of Carbon Monoxide
- No Water, Electrical, or Gas
- Inoperable Elevator
- Major Plumbing Leak
- Blocked Egress
- Inoperable Commode
- Double Keyed Dead Bolt Locks
- Exposed electrical wiring - shock hazard

When the above deficiencies are observed, a 48-hour re-inspection must be completed. Immediately following the observance of a 48-hour deficiency, the inspector must notify a scheduler at the office. The inspector must give the scheduler the following information:

- Address of property
- Type of 48-hour issue
- Name and telephone number of owner
- Who is going to correct the 48-hour deficiency

The scheduler shall call the owner and document on the 48-hour inspection log who was informed of the 48-hour deficiency and the date and time the person was informed of the deficiency. The scheduler shall reschedule the re-inspection for the following day.

After the Disaster Rent Subsidy (DRS) contract has been executed, if the corrections have not been made within the required 48 hour cure period, the PHA must immediately abate the monthly rental subsidy payment and provide housing search assistance to assist the family to lease another unit as soon as possible.

According to HUD requirements, after the initial health/safety item inspection, the unit must be maintained according to Housing Quality Standards.

## **Inspection Requirements for Families who are not Transitioning in Place 8.2**

For all Category 2 families and any Category 1 Mover Families, any unit that a family wishes to

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rent under the program must be initially inspected by the PHA and must meet the HQS before the PHA and owner may enter into the DRS contract. The owner may not receive DHAP rent subsidy payments until the owner corrects any PHA-identified deficiencies and the PHA verifies that the unit meets HQS.

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the family is not transitioning in place, the unit will be inspected using Housing Quality Standards and will pass or fail according to those standards.

Although not required by DHAP, the PHA requires that all utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFTA) to have the utilities turned on. The Inspector will schedule a reinspection. The owner and tenant will both certify that the utilities are on prior to reinspection.

For vacant units, if the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The family will be requested to certify that the appliances are in the unit and working. The PHA will conduct a reinspection.

The PHA will notify the owner of any defects shown by any inspection, according to the standards used, and notify the owner of the date by which the defect must be corrected.

The Housing Quality Standards (HQS) for the DHAP are the same HQS used by the PHA for the housing choice voucher program at 24 CFR 982.401 with the following exception. Section 982.401(d) provides each dwelling unit must have at least one bedroom or living/sleeping room for each two persons. However, the PHA may grant an exception from this requirement on a case-by-case basis at the request of the family. The PHA may take the limited duration of DHAP assistance into consideration in making such a determination. The PHA must record any such HQS exception for the unit and must maintain a record of the exception.

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 15 calendar days unless the HQS Supervisor determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.

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The PHA will include “date unit available for inspection” on the Request for Tenancy Approval form. This date will determine whether the PHA will be required to meet the same 15 day requirement or whether the PHA will suspend the same 15 day period because the unit is not available for inspection until after the same 15 -day period.

The PHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

The owner will be allowed up to two reinspections for repair work to be completed. If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

### **Subsequent Inspections 8.3**

Once the PHA has fulfilled the initial inspection requirements for a unit as described above, the PHA is not required to conduct further inspections of the unit on a periodic or annual basis since DHAP is only a temporary housing program. However, the owner is required to maintain the unit in accordance with HQS. The PHA may, at any time as needed, inspect a unit under a DRS Contract to determine if the unit currently meets the HQS requirements. In determining whether an inspection is needed, the PHA may consider family complaints and any other information brought to the attention of the PHA. If a unit fails an HQS inspection, the owner may not receive DHAP rent subsidy payments until the owner corrects any PHA-identified deficiencies and the PHA verifies that the deficiencies have been corrected.

DHAP requirements do not create any right of the family, or any party other than HUD or the PHA, to require enforcement requirements by HUD or the PHA, or to assert any claim against HUD or the PHA, for damages, injunction or other relief, for alleged failure to enforce the HQS.

There are two types of subsequent inspections:

- Special/Complaint Inspections
- Quality Control Inspections

For both types of inspections, the Lease Addendum states that the owner is not responsible for a breach of the HQS:

- Because of damages beyond normal wear and tear caused by any member of the household or by a guest; or
- Caused by the tenant’s failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of inspection. The list for the emergency fail items is the same as the health/safety item list for families transitioning in place.

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For smoke detectors, if the smoke detector is not operating properly, the PHA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The PHA will reinspect the unit the following day. If the PHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be requested to repair the smoke detector within 24 hours and the PHA will reinspect the unit the following day.

For non-emergency items, repairs must be made within 30 days of inspection.

For extensive repairs, the Inspections Manager may approve an extension beyond 30 days.

## **Consequences for Failed Items**

The PHA Inspectors must perform follow-up inspections to ensure that corrections have been made. If the corrections have not been made within the appropriate time frames, the PHA will:

- Abate the Disaster Rental Subsidy Contract until the corrections are made. No retroactive payment will be made once the unit is in compliance. When the Disaster Rental Subsidy Contract is abated, the family is still responsible to the owner for its portion of the rent; or
- Cancel the Disaster Rental Subsidy Contract in accordance with the contract terminating procedures of the PHA.

## **Quality Control Inspections 8.4**

Quality Control inspections will be performed by the contractor. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the health and safety items and of the HQS.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

Additional quality control inspections may be made by PHA or a different contractor.

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## **Chapter 9. Rent Reasonableness**

### **General Information 9.0**

The purpose of the Rent Reasonableness test is to ensure that:

- Rents paid for units elected for participation in DHAP are not excessive; and
- The DHAP does not have the effect of inflating rents in the community.

### **Families Transitioning In Place 9.1**

When a family is initially requesting to lease a unit under DHAP, the PHA does not determine if the rent for the unit is reasonable in the following cases:

- (1) A FEMA rental assistance family is transitioning to DHAP by staying in-place.
- (2) A family is relocating from a FEMA provided temporary housing unit to the private rental market unit that FEMA has located for the family.

However, if the owner subsequently wishes to increase the rent in either case while the unit is under the DRS Contract, the PHA must determine that the proposed new rent is reasonable in accordance with this section. The PHA may not approve the rent increase if the resulting rent is not reasonable. (See Rent Increases in this chapter 9.5)

### **Other Families 9.2**

In all other cases, including Mover Families, the PHA must determine that the rent is reasonable before approving the unit for leasing under the DHAP. If the rent for a unit is not reasonable, the unit is not eligible for DHAP assistance.

In order to be rent reasonable, the rent for the unit may not exceed the rent charged for comparable units in the private unassisted market and comparable unassisted units on the premises.

The PHA must also re-determine that the rent for the unit remains reasonable as a result of any proposed rent increase for a unit under a DRS contract.

### **How Comparability is Established: Factors to Consider 9.3**

To make this determination, the PHA may consider a variety of market factors such as the location, quality, size, unit type, and age of the unit. Other examples of factors the PHA may consider include the length of the initial lease term, and any amenities, housing services,

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accessibility features for persons with disabilities, maintenance and utilities to be provided by the owner in accordance with the lease. For example, the fact that a unit is furnished is an amenity that would be taken into consideration when determining rent reasonableness.

As noted above, the PHA takes into consideration the cost of any utilities that are included in the rent and are the owner's responsibilities to pay for under the lease when determining rent reasonableness, even if the inclusion of such utilities in the rent is not a common practice in the market or by a particular landlord.

### **Units that Must Not be Used as Comparables**

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

### **Rents Charged for Other Units on the Premises**

The Request for Tenancy Approval requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

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

## **PHA Rent Reasonableness Methodology 9.4**

### **How Market Data is Collected**

The PHA will collect and maintain data on unit information and market rents in the PHA's jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

### **How Rents are Determined**

The PHA uses a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Geocoded maps will be used to identify the

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unsubsidized units in closest proximity to the subject unit, and unit data information will be used to select the most similar units. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the PHA will adjust the rental value of the comparable units, up or down, based on features that may differ between the comparable units and the subject unit.

Adjustments that are made will reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).

The adjustment will reflect the rental value of the difference – not its construction costs (e.g., it might cost \$20,000 to put on a new roof, but the new roof might not make any difference in what a tenant would be willing to pay because rents units are presumed to have functioning roofs).

When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of \$500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows:  $\$500 \times 11 \text{ months} = 5500 / 12 \text{ months} = \text{actual monthly rent of } \$488$ .

The PHA will notify the owner of the rent the PHA can approve based upon its analysis of rents for comparable units. The owner may submit information about other comparable units in the market area. The PHA will confirm the accuracy of the information provided and consider this additional information when making rent determinations. The owner must submit any additional information within 5 calendar days of the PHA's request for information or the owner's request to submit information.

## **Rent Increases by Owner 9.5**

DHAP owners must request a rent increase, in writing, at least 30 days before such change goes into effect. The PHA must also re-determine that the rent for the unit is reasonable as a result of any proposed rent increase for a unit under a DRS Contract.

If the owner is not in agreement with the PHA's decision not to grant the requested rent increase and the unit remains rent reasonable, the owner must take actions in compliance with the lease, lease addendum, and the DRS Contract.

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## **Chapter 10. DHAP Monthly Rent and Subsidy**

### **General Information 10.0**

The monthly rent specified in the lease is the total monthly rent payable to the owner under the lease for the unit. The monthly rent specified under the lease covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for. The owner shall not charge, and the family shall not pay, any additional amounts for leasing the unit other than the monthly rent specified under the lease.

The subsidy is not reduced or otherwise impacted by the fact that the costs of some or all of the utilities are included in the rent and are the owner's responsibility to pay for under the lease. However, unlike the HCV program, the DHAP does not subsidize any utility costs that are the family's responsibility (i.e., where the utilities are not included under the lease, the family pays the costs of the utility directly to the utility supplier). The PHA's HCV program utility allowances are never applicable to or used in the DHAP monthly rent subsidy calculation.

The family may rent a unit that is furnished. The rent subsidy calculation in such a case remains the same and the resulting subsidy amount is neither subsequently reduced nor increased because the unit is furnished.

To determine the monthly rental subsidy, the following factors must be considered:

- Determine whether the head of household on record is a current member of the family (see Chapter 3. Eligibility, Intake, and Initial Briefing)
- Determine whether the current family composition matches the original DIS family composition (see Chapter 3. Eligibility, Intake and Initial Briefing)
- Determine the applicable FMR (See Chapter 4. Subsidy Standards and Family Composition and Chapter 10.2)
- Determine the applicable payment standard (See Chapter 4. Subsidy Standards and Family Composition and Chapter 10.2)
- Determine whether the family is transitioning in place or moving to another unit

The family pays the difference between the rent subsidy and the owner's rent. The monthly rent subsidy is paid directly to the owner under the DRS Contract.

### **Family Composition to Be Used in the Subsidy Calculation 10.1**

The FEMA rental assistance was based on the actual composition of the household that was displaced by the disaster and the amount of such assistance is not adjusted to cover subsequent increases in family size that occurred after the disaster, as the family's housing need with respect to these additional family members is not directly related to the hurricanes.

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Consequently, DHAP does not take increases in family size that occurred after FEMA's initial family eligibility determination into consideration for purposes of the DHAP rent subsidy calculation. Therefore, when determining the family unit size under the PHA subsidy standards for purposes of determining the applicable FMR/payment standard to calculate the family's initial DHAP rent subsidy payment, the PHA always uses the smaller of:

- The family unit size for which the original composition of the family qualifies under the PHA subsidy standards; or
- The family unit size for which the current composition of the family now qualifies under the PHA subsidy standards.

### **Determination of Applicable FMR/Payment Standard to Be Used in Subsidy Calculation** **10.2**

To determine which is the applicable FMR and payment standard to be used in the subsidy calculation, the PHA must determine the family unit size the family qualifies for under the PHA's subsidy standards (see Chapter 4. Subsidy Standards and Family Composition). The PHA must also review the bedroom size of the actual unit selected.

The applicable FMR/payment standard is the lesser of:

- (1) the FMR/payment standard for the bedroom size for which the family qualifies for under the PHA subsidy standards for the housing choice voucher program (family unit size), taking into consideration section 10.1; or
- (2) the FMR/payment standard for the bedroom size of the actual unit leased.

The family may select a unit where the monthly rent exceeds the applicable FMR/payment standard. The family is also not restricted from leasing a unit where the number of bedrooms exceeds the bedroom size for which the family qualifies under the PHA subsidy standards. However, the family is responsible for any portion of the rent that as a result of selecting such unit is not covered by the monthly rent subsidy. As noted earlier, the family pays its share of the rent directly to the owner, and the family also pays any tenant-supplied utilities directly to the utility supplier.

If the monthly rent does not exceed the applicable FMR/payment standard, there is no family contribution to the rent until such time that the incremental rent transition requirement is in effect. (Note that with respect to a FEMA rental assistance family that leases in-place, there is also no family contribution to the rent as long as the monthly rent does not exceed the amount of monthly FEMA rental assistance that the family was receiving immediately prior to the family's transition to DHAP, until such time that the incremental rent transition requirement is in effect.)

For a DHAP participating family, a subsequent increase in the size of the family does not result

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in the family qualifying for a larger family unit size under the PHA's subsidy standards for purposes of the subsidy calculation, either during the term of the existing DRS contract or under any new DRS contract. However, if the increase in family size results in the unit no longer meeting the HQS requirement under 982.401(d) that each dwelling unit must have at least one bedroom or living/sleeping room for each two persons, the PHA may grant an exception from this requirement on a case-by-case basis at the request of the family. The PHA may take the limited duration of DHAP assistance into consideration in making such determination. However, there is no increase in DHAP rent subsidy in these exception situations.

If a decrease in the size of the family results in the family qualifying for a smaller family unit size under the PHA subsidy standards during the term of the DRS contract, the lower FMR/PS amount is not applied to the family's subsidy calculation during the term of the DRS contract. However, the smaller family unit size is used when determining the applicable FMR/PS for purposes of calculating the monthly rent subsidy under any new DRS contract.

If the applicable FMR/payment standard increases during the term of the DRS Contract, the increased FMR/payment standard amount shall be used to calculate the monthly rent subsidy payment on the first 12 month anniversary date of the DRS Contract on or after the effective date of such increase in the FMR/payment standard.

If the applicable FMR/payment standard decreases during the term of the DRS contract, the decreased FMR/payment standard amount is not applied to the family's subsidy calculating during the term of the DRS contract.

### **Subsidy Calculation for Families Transitioning In Place 10.3**

The FEMA rental assistance payment for families transitioning in place used in the subsidy calculation is always the actual monthly amount that was provided by FEMA or CLC on behalf of the family immediately prior to the family's transition to DHAP, regardless of whether the actual family composition differs from the family composition provided by FEMA in the original DIS record (see section 10.1.)

Until March 1, 2008, the monthly rent subsidy equals the lesser of:

- (1) the monthly rent specified in the lease; or
- (2) the greater of:
  - a) the applicable FMR published for the area where the unit is located; or
  - b) the applicable payment standard for the PHA's Housing Choice Voucher Program; or
  - c) the amount of monthly assistance the family received under the FEMA rental assistance program for the unit prior to the transition to DHAP.

Effective March 1, 2008, the amount of the monthly rent subsidy must be adjusted in accordance with the incremental rent transition requirement described in section 10.5 below.

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## **All Other Families 10.4**

Until March 1, 2008, for all other families (including Mover Families which include families who transition in place but who subsequently moves with DHAP assistance from the unit under which they were receiving FEMA rental assistance), the monthly rent subsidy equals the lesser of:

- (1) the monthly rent specified in the lease; or
- (2) the greater of:
  - a. the applicable FMR published for the area where the unit is located.
  - b. the applicable payment standard for the PHA's HCV program.

Effective March 1, 2008, the amount of the monthly rent subsidy must be adjusted in accordance with the incremental rent transition requirement described in section 10.5 below.

## **Incremental Rent Transition 10.5**

On March 1, 2008, families participating in the DHAP will be required to pay a portion of the rent (in addition to any existing family share in cases where the monthly rent already exceeds the monthly rent subsidy) in preparation towards self-sufficiency when the DHAP ends on March 1, 2009. PHAs will implement the incremental rent transition by reducing the rental subsidy payment by \$50 for the March 2008 rent subsidy payment. This reduction shall be incrementally increased by an additional \$50 each month thereafter until the family's participation in DHAP ends (e.g., the rent subsidy amount equals \$0) or the program ends as of March 1, 2009, whichever comes first.

For example, if the PHA is paying \$800 on behalf of a participating family on February 1, 2008, on March 1, 2008, the new subsidy payment will be \$750 and the family is responsible for the \$50 difference. On April 1, the subsidy the PHA will pay the owner on behalf of the family would be \$700 with the family responsible for the \$100 difference.

The PHA must provide a reminder notice during the month of January 2008 to both DHAP participants and owners that the incremental rent transition goes into effect effective March 1, 2008.

This cumulative incremental rent contribution will also be applied to families admitted to the DHAP after March 1, 2008. For example, a family that leases a unit under the DHAP effective April 1, 2008, would be required to contribute \$100 towards the rent (in addition to the family's share of the rent in cases where the rent to owner already exceeds the monthly rent subsidy prior to the application of the incremental rent transition requirement).

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A family may request that the PHA grant an exception to the incremental rent transition policy on the basis of economic hardship. In order to be considered eligible for a hardship exception, the family must have complied with all case management services requirements and must demonstrate that the applicable incremental rent transition amount will exceed 30 percent of the family's gross monthly income (which includes income exclusions under the Housing Choice Voucher program.) The 30 percent threshold only concerns the amount the family is required to pay as the result of the rent transition requirement and does not take into consideration any amount the family pays because the monthly rent exceeds the monthly rent subsidy prior to the application of the incremental rent transition requirement.

The family must provide any information required by the PHA to determine and verify the hardship exception and any information supplied by the family must be true and complete. A PHA must make families aware of the hardship exception during the family briefing and establish policies that describe what information will be considered in making a determination of whether to grant an exception.

If the PHA determines that a hardship exception is warranted, the PHA will essentially freeze the amount of the subsidy reduction at such point that any further increase would result in the subsidy reduction exceeding 30 percent of the family's gross monthly income. Should the family's income subsequently increase, the family must report the increase in income and the PHA must determine whether the family still qualifies for a hardship exception and if the subsidy reduction needs to be adjusted in light of the increase in family income.

If a family requests and is approved for a hardship exception, the family must sign a certification that certifies the family will promptly report any future increase in income to the PHA and that the family understands failure to report an increase in income is grounds for termination from the DHAP. The case manager must review the family's situation and determine if certain case management services, such as services designed to help increase income or identify non-disaster supported affordable housing options that may be available in the community, must be intensified to assist the family.

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## **Chapter 11. Family Obligations and Case Management**

### **Introduction 11.0**

The family's obligations for compliance under the DHAP program are contained in the HUD Notice 2007-26 and further revised under Notice 2007-31. One of the obligations under the program is the family's required participation in case management services provided by the PHA.

Because the family obligations were revised, if the family has signed their certification of family obligations under Notice 2007-26, they must re-sign the certification of family obligations which is required under Notice 2007-31. This notice may be re-signed after December 1, 2007, but should be re-signed within approximately 30 days.

Violation of the family obligation(s) is addressed in Chapter 12. Termination of Assistance.

### **Family Obligations under the DHAP 11.1**

During the family briefing on DHAP, the PHA must provide the family with a list of the family obligations. The Applicant, Co-applicant or Head of Household must sign a copy of the obligations and certify that he/she understands that the PHA may terminate DHAP assistance for a family that does not comply with the family obligations. The PHA must retain the family certification for their records.

A family receiving assistance under DHAP must comply with all of the family obligations during their participation in the program. Any actions that occurred before the PHA briefed the family on DHAP and the family signed the certification are not grounds for termination from participation in DHAP. The obligations of the family consist of the following:

- (1) The family must supply any information to the PHA that HUD requires for DHAP assistance. Any information supplied by the family must be true and complete.
- (2) The family may not commit any serious or repeated violation of the lease, such as damaging the unit or failing to pay their share of the rent in accordance with the lease.
- (3) During the term of the lease, the family must reside in the DHAP unit. The family must not sublease, let, assign the lease or transfer the unit. The family must not own or have any interest in the unit.
- (4) The family must notify the PHA before the family moves out of the unit or terminates the lease. If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the notice of termination at the same time.

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- (5) The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- (6) The members of the family must not commit fraud, bribery, or any criminal act in connection with DHAP.
- (7) The members of the family may not engage in drug-related criminal activity or violent criminal activity.
- (8) The members of the family may not engage in other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
- (9) The members of the family may not engage in other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administrator function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).
- (10) The members of the family may not threaten or engage in abusive or violent behavior toward PHA personnel.
- (11) The family must participate in the required case management services provided by the PHA.
- (12) The family must comply with any additional requirements specified by HUD or FEMA.

The PHA may not add any other family obligations to the DHAP.

### **Case Management 11.2**

During the time the family is assisted under DHAP, each family will participate in case management services provided by the PHA through its Social Service Agency contractors. HUD established a ratio of 1:50 (case manager to DHAP Family) and required case management for DHAP participants as a requirement for participation in the program. In addition to the signed certification of family obligations that includes participation in case management services, the head of household should also sign the Individual Development Plan and be given a copy of the document.

All family members listed under an active DHAP lease are eligible for and should be provided with case management services. However, compliance with the case management requirement applies only to the DHAP head of household.

Each adult family member age 19 or older should have his/her own needs assessment, Individual

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Development Plan, triage categorization and service enrollments or completions relative to needs and goals.

PHAs are required to report case management outputs and outcomes through Tracking-at-a-Glance, a case management software which will be the DHAP Case Management Reporting System for the duration of the program. Dependent minors will also be tracked by the DHAP Case Management Reporting System under services provided to the head of household.

PHAs may choose to provide case management services in-house, through a contract, or through a partnership with another local service provider. The PHA will assess if families are already receiving case management or other services and will coordinate efforts with these providers.

Regardless of the delivery option implemented by the PHA, the PHA is ultimately responsible for the provision of case management services; reporting outputs and outcomes to HUD; and documenting that case management services are being provided to the family.

The PHA selected several social service agencies to conduct case management services for DHAP Families and coordinate with social service agencies that previously provided case management services to DHAP families since the 2005 hurricanes. The agency also contracted with a Project Manager to coordinate the social service agency contractors for better effectiveness and efficiencies.

There are two phases in the implementation of DHAP case management services. Phase One is a pre-transition case management and intake process. This phase includes outreach to families, signature of certifications of family obligation, partner identification and development, program enrollment, signatures of Releases of Information (ROI), initial family assessments, preliminary case management services and scaling-up of case management processes and staff for full implementation.

Phase Two is full implementation of case management services. This phase includes comprehensive needs assessments, signature of ROIs not collected in Phase One, individual development plans (IDPs) and ongoing service connections relative to family needs and goals.

In addition, the Housing Counselors will refer families to case management services when there are family issues which can best be coordinated by the social services agency staff assigned to the family such as potential evictions, damages to the unit, owner complaints about family behavior and activity in the unit, etc.

Non-compliance with the case management requirement by the head of household is determined by the PHA. This non-compliance is defined as failure to establish and actively comply with the IDP as based on documentation from an authorized case manager. Under this definition, failure to establish an IDP would include all items used to develop an IDP and make service referrals, including but not limited to, needs assessments and a Release of Information. After the IDP is established, active compliance should be determined by the case manager on the basis of a head

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of household's effort to make progress across goals in the IDP.

Case managers will explain the consequences of non-compliance to each head of household and make every effort to bring the head of household into compliance. As part of this, case managers will be given the authority to renegotiate the IDP with a head of household to bring them into active compliance with the case management requirement if they feel this is warranted given household circumstances.

For non-responsive clients, case managers will make every effort to reconnect with the family across multiple home visits, phone contacts, and mailed correspondences, including receipt requested mail or certified mail. If the head of household continue to be non-compliant, case managers will inform the PHA that the head of household is non-compliant and provide supporting documentation.

The PHA will make all final decisions on head of household noncompliance with the case management requirement and notify the head of household of their status and/or termination from the program. The PHA must provide the head of household with advance written notice of the termination action and give them an opportunity to request an informal hearing (see Chapter 14. Informal Hearings) to determine whether the PHA decision is in accordance with DHAP requirements.

The objective of the case management program is greater self-sufficiency and permanent housing for participating families. If needed, the PHA will assist participants to identify non-disaster supported housing solutions such as other affordable housing options that may be available for low income families.

The PHA is ultimately responsible for the level and effectiveness of the case management services; reporting outputs and outcomes to HUD; and documenting that case management services are being provided to the family.

If the family applies and is determined eligible and admitted into another permanent housing program rather than receiving DHAP rental assistance, the PHA will not provide the DHAP case management services for that family and will not receive payment for providing case management services after the family is admitted into the other program.

Likewise, if a PHA is making monthly rent subsidy payments on behalf of a DHAP participating family who subsequently leaves the DHAP for any reason (including admission to a permanent housing assistance program), the DHAP on-going case management service requirement ends at such time the family's participation in DHAP ends, and the on-going case management fees applicable to that particular family is discontinued.

[Reference: "A Briefing Paper on Social Services Program Implementation" and HUD Notice entitled "Disaster Housing Assistance Program (DHAP) Case Management Guidelines."]

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## Chapter 12. Subsequent Moves

### General Overview 12.0

Subsequent moves are defined as moves that occur after the family has begun their participation in the program.

The family may request to move to a new unit with continued DHAP assistance if:

- (1) the lease has terminated (including lease terminations by mutual consent);
- (2) the owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family; or
- (3) the family has given notice of lease termination if the family has a right to terminate the lease on notice to the owner.

In the case where the owner has commenced an action to evict the family or has obtained a court judgment or other process allowing the owner to evict the family, the PHA may have grounds to terminate the family's participation in the DHAP if the cause of the eviction is the family's serious or repeated violation of the lease. If the PHA terminates the family's participation in the DHAP, the family may not choose to move to another unit with continued DHAP assistance or receive assistance under any FEMA housing program.

The family may move with continued DHAP assistance within the jurisdiction of the PHA administering the family's DHAP assistance. The PHA may limit the number of moves a family may make within the PHA jurisdiction, and the PHA has elected to limit moves to one move within the PHA jurisdiction under DHAP. Any such limit does not apply to cases where the family must move because the owner is terminating the tenancy and there is no family obligation violation or the PHA is terminating the DRS Contract.

A family that is receiving assistance under DHAP may also make one move outside of the initial DHAP PHA's jurisdiction with continued DHAP assistance. It is anticipated that a family will usually exercise this option to either return to its pre-disaster home area or to an area where the family wishes to permanently reside at the end of DHAP.

Once the family has exercised its opportunity to move outside of the initial DHAP PHA's jurisdiction, the family may not move again between PHA jurisdictions with continued DHAP assistance.

In order to process a family's request to move outside of the PHA jurisdiction, the PHA initially providing DHAP assistance (initial DHAP PHA) to the family must contact the receiving DHAP PHA to notify them to expect the family. The initial DHAP PHA completes the portability move-out information in the DIS and approves the family's move.

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The receiving DHAP PHA will access the incoming family's information through the DIS. HUD will provide funding for the DHAP subsidy directly to the receiving DHAP PHA on the basis of the portability information entered into the DIS.

A prorated share of the administrative fees and case management fees provided to the initial DHAP PHA for the family that is moving to another DHAP PHA jurisdiction will be transferred to the receiving DHAP PHA as part of this process. The proration of the fees is based on the number of months remaining from the time administrative responsibility for the family shifts to the receiving DHAP PHA until the DHAP ends. HUD will provide additional funding to the receiving DHAP PHA for the administrative fees and case management fees if the transferred amount is insufficient to fully fund the administrative fees and case management fees for which the receiving DHAP PHA qualifies in accordance with the fee structure (family is moving from a low cost to a high cost area).

### **Families Required To Move 12.1**

Families will be required to move to continue their DHAP assistance if:

- The unit is overcrowded according to HQS 982.401(d) and no exception is granted;
- The contract is terminated because the owner fails to comply with HQS or other requirements of the contract; or
- The owner terminates the lease and contract for cause (but there is no violation of a family obligation.)

A family who refuses to move can be terminated from the DHAP.

### **Family Choice Moves 12.2**

A participating family may decide to move to another unit. If the family has not violated their lease and has not committed fraud or violated family obligations, the family will be offered a new voucher to search for another unit. Families who can relocate to another assisted unit under the terms of their lease must issue the owner and the PHA proper notice to vacate under their lease before they will receive another voucher and leasing packet. When the family locates other suitable housing, the PHA will process the unit as a new lease. This means that another inspection will be conducted in the new unit. If the family does not locate a new dwelling unit in which to move and if the family chooses to continue their residency at the present unit, they will be required to submit a RFTA for their current unit if the lease has been terminated and the continued tenancy will be processed in the same manner as all new leases.

Families are required to give at proper notice under their lease to the owner unless there is a mutual rescission executed by the family and the owner. If a family gives improper notice or fails to give notice, a DHAP voucher may be issued only in the case where the unit is in failed status beyond the notice period and the unit's payments are abated (unless the family has violated a family obligation or there is another reason to deny assistance).

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## Time of Contract Change 12.3

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

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## **Chapter 13. Terminations**

### **General Overview 13.0**

This chapter covers all types of terminations: termination of the Disaster Rental Subsidy Contract, termination of assistance for the family, and termination of tenancy.

### **Disaster Rental Subsidy Contract Terminations 13.1**

The Disaster Rental Subsidy Contract (DRS Contract) is the contract between the owner and the PHA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the PHA and the owner, and the policies and procedures for such terminations.

The term of the Disaster Rental Subsidy Contract is usually the same as the term of the lease (exceptions for lease-in-place families). The Contract between the owner and the PHA may be terminated by the PHA, or by the owner or tenant terminating the lease.

The PHA may terminate the DRS Contract in accordance with the terms of the contract. The DRS Contract terminates if any of the following occurs:

- (1) The lease is terminated by the owner or the tenant;
- (2) The PHA terminates the DRS Contract;
- (3) The PHA terminates assistance for the family for violating the family obligations under Chapter 6; or
- (4) The family vacates the unit.

The DRS Contract automatically terminates as of March 1, 2009, or at such time that the subsidy paid on behalf of the family equals zero.

Rent subsidy payments shall only be paid to the owner while the family is residing in the unit during the term of the contract. The owner must promptly notify the PHA if the family moves out. The PHA shall not pay a disaster rent subsidy to the owner for any month after the month the family moves out. The owner must reimburse the PHA for any subsidies paid by the PHA for any period after the contract termination date.

If the family continues to occupy the unit after the DRS Contract is terminated, the family is responsible for the total amount of rent due to the owner. After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

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## **Owner Misrepresentation**

If the owner has committed fraud or misrepresentation in connection with the DHAP, the PHA will give notice to terminate the contract. Also, the PHA will review the circumstances and the family's involvement. The PHA shall make an effort to recover any overpayments made as a result of owner fraud or abuse. The PHA may take administrative action, legal action or refer the matter to the HUD Inspector General.

## **Change in Ownership**

A change in ownership does not require execution of a new contract. The owner may not assign the DRS contract to a new owner without the prior written consent of the PHA.

The PHA must approve the assignment of the Disaster Rental Subsidy Contract at the old owner's request. The PHA may approve the assignment, since they are a party to the contract. The PHA may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.

The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security number of the new owner.

If the new owner does not want an assignment of the contract, the PHA will terminate the Disaster Rental Subsidy Contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

The PHA must receive a written request by the owner in order to make changes regarding who is to receive the HAP, the address and tax identification number to which payment is to be sent. The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of a Recorded Deed showing the transfer of title and tax identification. The PHA will update its files and records to reflect the new information received. All changes must be submitted no later than the 15th of the month to take effect for the 1st of the upcoming month.

The following documentation requirements for a change in ownership must be met:

- Notification letter from the former owner identifying the date of transfer of property and the name and address of the new owner;
- Recorded Deed from new owner;
- Completed owner information form and IRS form W-9; and

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- New owner execution of Disaster Rental Subsidy Contract and Lease Amendment Agreement and the Lease Addendum.

### **Termination of Tenancy by the Family: Moves 13.2**

Family termination of the lease must be in accordance with the terms of the lease.

### **Termination of Tenancy by the Owner: Evictions 13.3**

The owner may only terminate the tenancy in accordance with the lease, State and local law and requirements under Disaster Housing Assistance Program.

### **Termination of Family's Assistance in the DHAP 13.4**

The PHA may terminate DHAP assistance for a participating family that does not comply with the family obligations on their executed certification of family obligations form (see Chapter 11, section 11.2 for further information on termination for non-compliance with the case management family obligation.)

Under the family obligations, the family must not commit any serious or repeated violation of the lease, such as damaging the unit or failing to pay their share of the rent in accordance with the lease. This family obligation solely concerns lease violations that occur during the portion of the lease term that commences on the effective date of the DHAP lease addendum and the DRS Contract.

While serious or repeated violations that occur before the effective date of the executed lease addendum and DRS Contract may result in an owner exercising his or her rights and remedies under the lease (and State and local law) including but not limited to termination of the tenancy, these lease violations are not grounds for the PHA to terminate the family's participation of DHAP.

However, while the grounds for termination due to a serious or repeated lease violation only concern lease violations that occur on or after the effective date of the DHAP tenancy, the PHA may still take action to terminate the family's participation from the DHAP if the underlying cause of the lease violation also constitutes a violation of one or more of the other family obligations. In such circumstances, the family's action or inaction would be grounds for termination by the PHA from DHAP if the action occurred after the family briefing and the signing of the family obligations certification, regardless of whether the DRS Contract and lease addendum were effective at the time of the violation.

In order to terminate assistance because of noncompliance with DHAP family obligations, the PHA must provide the family with advance written notice of the termination action. The PHA

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must give the family an opportunity to request an informal hearing to consider whether the PHA decision is in accordance with DHAP requirements. If a hearing is requested by the family, the PHA must proceed with the hearing in a reasonably expeditious manner. (See Chapter 14 for Informal Hearing Procedures.)

The PHA may impose, as a condition of continued assistance for certain family members, a requirement that other family members who participated in or were culpable for the noncompliance with the DHAP family obligations will not reside in the unit. The PHA may permit other members of the family to continue to receive assistance in such a case.

The PHA must provide the family with a list of the family obligations when the PHA initially briefs the family on DHAP. The family must sign a copy of the obligations and certify that the family understands the PHA may terminate DHAP assistance for a family that does not comply with the family obligations. The PHA must have the family resign the certification of family obligations if HUD changes the obligations. The PHA must retain the family certification(s) for their records.

If the family's participation in DHAP is terminated, the PHA must record the end of participation in the DIS.

## **Termination of DHAP Assistance for Drug & Alcohol Related or Violent Criminal Activity**

Drug related criminal activity means:

- The felonious (criminal activity classified as a felony under Federal, state or local law) manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, a controlled substance (as defined in the Controlled Substance Act); or
- The felonious use or possession (other than with intent to manufacture, sell or distribute), of a controlled substance, except that such felonious use or possession must have occurred within five years before the date that the PHA provides notice to an applicant or participant of the PHA's determination to deny admission or terminate assistance.

A family must not engage in violent criminal activity, including violent criminal activity by any family member. Violent criminal activity includes any felonious criminal activity that includes the use, attempted use or threatened use of physical force against the person or property of another.

As a measure to determine whether the person has violated his/her PHA's family obligations concerning violent criminal activity, one of the following situations must be present:

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- There has been an arrest for engaging in violent criminal activity and any other criminal activity (as defined above), including criminal activity by any family member, which resulted in a conviction within the last 60 months; or
- There has been an arrest within the prior 12 months for violent criminal activity (as defined above), including criminal activity by any family member, which did or did not result in a conviction within the last 60 months;
- The family has been evicted from subsidized housing (including, but not limited to Public Housing and housing subsidized under the Section 8 Certificate, Housing Voucher or Moderate Rehabilitation programs) for engaging in violent criminal activity (as defined above), including criminal activity by any family member; or
- The PHA has determined that there is preponderance of evidence that the family, including any family member, is engaging in violent criminal activity (as defined above), regardless of whether the family member has been arrested or convicted.

## **Evidence**

For criminal activity, HUD permits the PHA to terminate assistance if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted [24 CFR 982.553(c)].

The PHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

## **Definition of Preponderance of Evidence:**

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it. The word preponderance means something more than weight; it denotes a superiority of weight or outweighing. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence, which does not necessarily mean the greater number of witnesses, but opportunity for knowledge, information possessed, and manner of testifying determines the weight of testimony.

## **Credible Evidence:**

Credible evidence would be provided by such sources as police agencies and judicial court systems. Testimony from neighbors, when combined with other credible evidence, could be used towards determining whether preponderance of evidence existed. Situations which would add to preponderance of evidence include, but are not limited to, drug raids, drugs found in the dwelling unit, evidence which is tied to the activity and arrest warrants issued.

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## **Consideration of Circumstances**

The PHA is permitted, but not required, to consider all relevant circumstances when determining whether a family's assistance should be terminated.

The PHA will consider the following factors when making its decision to terminate assistance:

The seriousness of the case, especially with respect to how it would affect other residents

The effects that termination of assistance may have on other members of the family who were not involved in the action or failure

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities or a victim of domestic violence, dating violence, or stalking

The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully.

The PHA will require the participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family

## **Reasonable Accommodation**

If the family includes a person with disabilities, the PHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance.

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## **Family Misrepresentation 13.5**

If the family has committed fraud in connection with the DHAP, the PHA may terminate assistance to the family. If the family's misrepresentation caused the PHA to pay more than the required amount of subsidy, the PHA will make an effort to recover any overpayments made as a result of fraud or abuse. The PHA may take administrative action, legal action or refer the matter to the HUD Inspector General.

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## **Chapter 14. Informal Hearings**

### **General Policy 14.0**

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for informal hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

### **Informal Hearing Procedures Purpose and Definitions 14.1**

#### **Purpose:**

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for informal hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

All appeals must be requested in writing and must be received by the PHA/DHAP representative within 10 calendar days from the date of the correspondence advising of the DHAP termination decision.

#### **Definitions:**

*Documents.* The term “documents” includes records and regulations.

#### **Title of Position responsible for the fulfillment of the activities of this SOP:**

- PHA/DHAP Hearing Representative
- Hearing Official

### **Procedural Step: Preparation for Informal Hearings 14.2**

- 1) The PHA/DHAP Hearing Representative receives an Informal Hearing Request form from the DHAP Family that must be received with within 10 calendar days from the date of the correspondence advising of the PHA/DHAP termination decision.
- 2) The envelope and letter, or Informal Hearing Request form received must be date stamped upon receipt and request must be entered into the Housing Pro (HAPPY).

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- 3) PHA/DHAP Hearing Representative will schedule a hearing date and time, and develop Hearing Confirmation correspondence letter informing the DHAP family of the informal hearing procedures and logistical information within 10 calendar days for the receipt of the Informal Hearing Request.
- 4) PHA/DHAP Hearing Representative needs to notify the Housing Counselor of the DHAP Family's request for an informal hearing, provide the Housing Counselor with the date and time of the informal hearing, and schedule an internal meeting with the Housing Counselor to discuss the facts behind the termination.
- 5) Discovery - Upon the DHAP Family's request, the PHA/DHAP Hearing Representative will immediately provide the DHAP Family the opportunity to examine, at least 5 days before the scheduled informal hearing, any PHA DHAP documents that are directly relevant to the informal hearing. The DHAP Family must be allowed to copy any such document at the family's expense. If these documents are not made available to the DHAP Family for examination the PHA DHAP may not rely on the documents at the hearing.
- 6) Discovery - The PHA/DHAP Hearing Representative may request from the DHAP Family the opportunity to examine (before the informal hearing) all documents that are directly relevant to the hearing. The PHA/DHAP Hearing Representative must be allowed to copy any such documents at the expense of the DHAP. If the DHAP Family does not make the documents available for examination on request, the DHAP Family may not rely on the documents at the hearing.
- 7) PHA/DHAP Hearing Representative should provide the Hearing Officer with all of the documentation, evidence and termination summary.
- 8) Hearing Official will review case file in advance of the scheduled informal hearing.

### **Procedural Step: Rescheduling of Hearing 14.3**

- 1) After a hearing date is agreed to, the family may make one (1) request to reschedule the informal hearing upon showing "good cause" for such request. (*Good Cause* - defined as an *unavoidable conflict which seriously affects the health, safety, or welfare of the family*)
- 2) The DHAP Family must notify the PHA/DHAP Hearing Representative of the request for the informal hearing to be rescheduled.
- 3) PHA/DHAP Hearing Representative will develop a *New Hearing Request* and forward such request to the Hearing Official for a good cause determination and disposition.

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- 4) If the Hearing Official agrees with the “Good Cause” request from the DHAP Family, the Hearing Official will notify the PHA/DHAP Hearing Representative to reschedule the informal hearing. The PHA/DHAP Hearing Representative will notify all parties of the new Informal Hearing date, time and location via correspondence [Notice of New Hearing]. (See, **Procedural Step:** - Preparation for Informal Hearings, Step 4)
- 5) In the case of a “no-show” where the family does not appear at the scheduled time, and did not make arrangements in advance of the scheduled informal hearing, the Hearing Official will terminate for cause. (See, **Procedural Step:** Conducting the Informal Hearing, Step 7, 8, 9)

## **Procedural Step: Conducting the Informal Hearing 14.4**

- 1) **Time Limit**—Informal Hearings will be limited to a maximum of 45 minutes. Time limits maybe extended by mutual agreement in writing to allow for unusual cases.
- 2) **Format**—Both the complainant and the PHA/DHAP Representative must present the following information in writing to the Hearing Officer at least two calendar days before the scheduled Informal Hearing date:
  - a) the reason for the grievance
  - b) names of witnesses, if any
  - c) the corrective action desired.

(A sample form developed by the PHA/DHAP Representative is provided to the complainant.) Matters not related to the grievance may not be raised during the review/hearing or at a later date by either party.

### 3) **Rejection -**

- a) The complaint may be rejected if it is not presented within the 10 day time limit, or if it does not provide a clear statement of the issue and does not indicate the specific action desired. The Hearing Official may remand the complaint to the complainant for clarification or additional information.

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- b) If the complainant requesting the informal hearing fails to appear on the date fixed for hearing without proof of extending circumstances the matter will be dismissed with no right for its restoration.
- 4) Hearing Agenda
- a) The Hearing Official will request the PHA/DHAP representative to present all facts and evidence available that bear on the grievance.
  - b) The Hearing Official will request the complainant to restate the grievance, to present additional information relevant to the grievance, and to call any witness who can be expected to contribute materially to the issue. The complainant may be represented by a person of his/her choice, including legal counsel, at his/her own expense.
- 5) The Hearing Official will have opportunity to ask questions and clarify information throughout the Hearing.
- 6) At the conclusion of the Hearing, the complainant will have opportunity to present closing remarks, and the PHA/DHAP Representative shall have the opportunity to present closing remarks. The Hearing Official will then adjourn the hearing.
- 7) A written summary of the Hearing Official findings will be provided to the complainant and the PHA/DHAP Representative within 7 calendar days following the Hearing and will include a brief explanation of the reasons for the final decision.
- 8) All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the DHAP Family's file.
- 9) The decision of the Hearing Officer is final and not subject to further appeal process.