

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

PHA Plans

5-Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2003

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

PHA Plan Agency Identification

PHA Name: Memphis Housing Authority

PHA Number: TN001

PHA Fiscal Year Beginning: (07/2003)

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004
[24 CFR Part 903.5]

A. Mission

The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

The MHA's mission is:

To provide community revitalization through a seamless system of supportive services, affordable housing, and new business development

B. Goals

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

PHA Goal: Expand the supply of assisted housing

Objectives:

Apply for additional rental vouchers:

Reduce public housing vacancies:

Leverage private or other public funds to create additional housing opportunities:

Acquire or build units or developments

Other (list below)

PHA Goal: Improve the quality of assisted housing

Objectives:

Improve public housing management: (PHAS score)

Improve voucher management: (SEMAP score)

Increase customer satisfaction:

Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)

Renovate or modernize public housing units:

Demolish or dispose of obsolete public housing:

Provide replacement public housing:

Provide replacement vouchers:

Other: (list below)

PHA Goal: Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program:
- Implement public housing or other homeownership programs:
- Implement public housing site-based waiting lists: Lauderdale Courts and Hurt Village will begin when they come back on line. Other developments will occur during the FY 2003 plan year.
- Convert public housing to vouchers:
- Other: *Explore the possibility of implementing public housing, Section 8 or other homeownership programs*

HUD Strategic Goal: Improve community quality of life and economic vitality

- PHA 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)
- Other: *Deconcentrate poverty by providing public housing units as part of mixed-income communities.*

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- PHA Goal: Promote self-sufficiency and asset development of assisted households

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.
- Other: *Plan and implement a coordinated case management system that links all households in public housing with appropriate services, employment and training opportunities.*
- Other: *Create a foundation for self sufficiency dedicated to enhancing resident asset development and increasing the sustainability of self-sufficiency activities.*

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA 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 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:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2003
[24 CFR Part 903.7]

i. Annual Plan Type:

Standard Plan

Streamlined Plan:

- High Performing PHA**
- Small Agency (<250 Public Housing Units)**
- Administering Section 8 Only**

Troubled Agency Plan

ii. Executive Summary/Update Statement of Progress in Meeting 5
Year PHA Plan Mission and Goals

[24 CFR Part 903.7 9 (r)]

This submission of Memphis Housing Authority's FY 2003 Annual and Five Year Plans reaffirms our goal to improve the quality of residents' lives and the housing and neighborhoods in which they reside. The agency is continuing to move forward with our transformation plan that addresses our inadequate funding, deteriorating housing stock, and inefficient property management. Following is an update of the plans that we established during our FY 2000 Annual and Five Year Plans:

Replace Obsolete Public Housing Stock

In accordance with the strategic plan for the properties, MHA has identified properties that will be maintained, renovated, disposed or demolished. MHA has developed phases in which to demolish or dispose of non-viable properties so that we can effectively provide current tenants with the best options for relocation to Section 8 vouchers, new public housing units, or homeownership opportunities. The properties that are slated for demolition or disposition activities during our FY 2003 plan year are: Walter Simmons, Fowler Homes, LeMoyne Gardens, MHA Warehouse, Ford Road, Cypresswood, Hornlake Heights, Hawkins Mill, and MHA Central Office. MHA has also identified existing apartment complexes, Richmond Place, Parkway Commons, and Weaver Fields (under construction) as potential sites to replace MHA housing units. In order to compensate for the limited capital funding received annually from HUD, the MHA will obtain Bond funding through the City of Memphis general obligation bond program to achieve our replacement housing goals in a timely manner.

The MHA will also look to secure additional funding through the states low-income housing tax credits and bond fund and potentially borrow through conventional sources. The Center City Commission is in the process of developing projects for a

Tax Increment Financing District that will include the south CIBA and Medical Center areas. As part of the TIF a portion of that funding source will be available for the MHA to be used solely for new affordable housing. A specific dollar amount of MHA use has not been finalized.

The City has agreed to provide CIP funds from acquisition and infrastructure related activities for replacement housing activities in the amount of \$5.3 million for Plan Year 2003.

The City of Memphis/Division of Housing and Community Development will loan the MHA funds necessary to build 6 manufactured homes to be built on the Cleaborn Homes site. These homes will be used as demonstration homes to test the viability and acceptability of manufactured homes to be used for affordable housing.

Guaranteed Housing for Current Residents

With the assistance of Abt Associates, an Informal Housing Needs Survey was developed and submitted during November, 2000, to those MHA residents who currently occupy the first phase of units to be demolished. The results of the survey found that relocation efforts for phase one would create a need for 507 public housing units and 304 Section 8 vouchers. During our FY 2001 plan year, MHA successfully relocated all residents from Walter Simmons, Lauderdale Court, Hurt Village, Oates 3 story buildings, and Fowler 3 story buildings into other public housing units or to the Section 8 Voucher Program. As of February 2002, we have relocated 293 families to viable public housing units and 202 families to the Section 8 Voucher Program. During our FY 2002 plan year, we successfully relocated all residents from Lamar Terrace.

Mobility Counseling to Train Residents is Critical

To mitigate impacts on residents from MHA's aggressive demolition and relocation efforts, MHA created a Relocation Department and a case management system to ensure that our resident's needs are met throughout our transformation process. These services ensure that the residents are fully informed of housing and support opportunities before they are relocated from a development.

Renovation of Viable Family Housing

During FY 2000, the 202 test identified seven of MHA's family development properties as having viable units. Further analysis of the units has determined that it would be more feasible for MHA to demolish four of the identified developments instead of modernizing the developments. The developments that will be demolished are Ford Road, Cypresswood, Hornlake, and Hawkins Mill. During the 2003 plan year, the MHA will submit HOPE VI Demolition applications for Horn Lake, Cypresswood, Ford Road, Hawkins Mill and Lamar Terrace.

Senior/Disabled Developments

During FY 2000, MHA began selective modernization efforts at the senior developments. Building systems improvements for the high rises occurred during the FY 2002 plan year.

Reduce Vacancy Rate

MHA continues to reduce our vacancy rate through our vacancy consolidation and vacancy reduction efforts. Our vacancy consolidation and reduction efforts allow us to repair vacant units in habitable areas then consolidate residents that are isolated into these repaired units. This will enable us to maximize occupancy in our viable units. During the FY 2002 plan year, zero bedroom unit conversions were completed at Dixie Homes in order to provide housing to our larger families.

Site-Based Professional Management

MHA will strive to develop an effective and efficient business operation. MHA has identified areas and developments where it would be more cost effective to privatize functions and management. During the FY 2002 plan year, MHA privatized several specialty shops.

Coordinated Case Management

MHA continues to develop collaborations with other social service to develop case management programs for our residents. During FY 2001, we obtained a three year Resident Delivery Model Family Grant in the amount of \$466,390. This grant will help establish a coordinated case management system to help 360 MHA residents identify, develop, plan, coordinate, and manage their individualized plan for self sufficiency.

Increased Job Opportunities

MHA is determined to provide residents with the opportunity to become self-sufficient. MHA continues to operate the Walgreens resident training program to give our residents opportunities for employment. The training program has expanded to operate as a satellite for the Memphis Area Career Center. The expansion allows for the residents in the community to receive information on career opportunities.

New Enforceable Lease

MHA is transitioning our new lease to residents during their reexams. The new lease was put into circulation during our FY 2002 plan year.

Restructure/Reorganization

MHA is continuing our restructuring and reorganization efforts to make operations more effective and efficient. In order to effectively manage the functional consolidation of Housing and Community Development and Memphis Housing Authority, MHA will acquire a central office building that will accommodate HCD and MHA staff. With the assistance of consultants, we are developing plans to focus on

our core business, which is property management. Where it is sensible and efficient, we will eliminate or privatize areas that are not essential to our core business. We will retain outside professional support when needed. Our restructuring efforts will allow us to reduce layers of management to improve efficiency and enhance service delivery by converting our operations into an asset management model. Decentralizing our warehouse function to site based inventories will reduce theft and improve efficiency of our operations. Privatizing our specialty shops will enable us to create standards and obtain quality products for our developments.

The above updates of our Annual and Five Year plans prove that Memphis Housing Authority is making every effort to make our agency transformation plan a reality. Our progress demonstrates that we are aggressively meeting our goal of providing improved housing for low-income residents and running a cost efficient and effective operation.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Attachments

Required Attachments:

- Admissions Policy and Component for Deconcentration and Income Mixing (Attachment B)
- FY 1999 - 2003 Capital Fund Program and Replacement Housing Factor Annual Statement (Attachment D)
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- PHA Management Organizational Chart (Attachment C)
- FY 2003 Capital Fund Program 5 Year Action Plan (Attachment E)
- Public Housing Drug Elimination Program (PHDEP) Plan (HUD eliminated Program)

- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) (Attachment H)
- Other (List below, providing each attachment name)
- Pet policy (Attachment F)
- Public Housing Admissions & Continued Occupancy Policy (Attachment A)
- Capital Fund/Comprehensive Grant Program 1999-2002 (Attachment D)
- Community Service Policy (Attachment G)
- Section 8 Statement of Homeownership (Attachment I)
- PHA Resident Commissioner/Board of Commissioners (Attachment J)
- Voluntary Conversion Assessment (Attachment K)

Supporting Documents Available for Review

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
SD1	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
SD2	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
SD3	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
SD4	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
SD5	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
SD6	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
SD7	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
SD8	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
SD9	Certification of Payments to Influence Federal Transactions	Annual Plan
SD10	Certification for Drug Free Workplace	Annual Plan
SD11	Disclosure of Lobbying Activities	Annual Plan

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ability	Size	Loca-tion
Income <= 30% of AMI	23,155	5	5	5	N/A	2	5
Income >30% but <=50% of AMI	12,528	5	5	5	N/A	2	5
Income >50% but <80% of AMI	17,923	5	5	5	N/A	2	5
Elderly	14,008	5	5	5	N/A	2	5
Families with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A	N/A
White	37,195	5	5	5	N/A	2	5
African American	67,975	5	5	5	N/A	2	5
Asian/Pacific Isle	2,190	5	5	5	N/A	2	5
American Indian	247	5	5	5	N/A	2	5
Hispanic	3,424	5	5	5	N/A	2	5

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s
Indicate year: 2002-2004
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> 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	4,500		420
Extremely low income <=30% AMI	Not available on Preapplication	Not available on preapplication	
Very low income (>30% but <=50% AMI)	Not available on Preapplication (NAOP)	Not available on Preapplication (NAOP)	
Low income (>50% but <80% AMI)	Not available on Preapplication (NAOP)	Not available on Preapplication (NAOP)	
Families with children	Not available on preapplication	Not available on preapplication	
Elderly families	NAOP	NAOP	
Families with Disabilities	NAOP	NAOP	
White	NAOP	NAOP	
African American	NAOP	NAOP	
Asian/Pac Islander	NAOP	NAOP	
American Indian	NAOP	NAOP	
Hispanic	NAOP	NAOP	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	N/A	N/A	
2 BR	N/A	N/A	
3 BR	N/A	N/A	
4 BR	N/A	N/A	
5 BR	N/A	N/A	

Housing Needs of Families on the Waiting List			
5+ BR	N/A	N/A	

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> 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	3478		
Extremely low income <=30% AMI	3120	89.7%	
Very low income (>30% but <=50% AMI)	315	9.1%	
Low income (>50% but <80% AMI)	38	1.1%	
Families with children	2363	67.9%	
Elderly families	120	3.5%	
Families with Disabilities	746	21.4%	
White	36	1.0%	
African American	1556	98.8%	
Asian/Pac Islander	4	0.1%	
American Indian	2	0.1%	
Hispanic	1	0.0%	
Characteristics by Bedroom Size (Public Housing Only)			
0BR	398	11.4%	
1BR	728	20.9%	
2 BR	1305	37.5%	
3 BR	792	22.8%	
4 BR	228	6.6%	
5 BR	27	0.8%	

Housing Needs of Families on the Waiting List

Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
If yes: The general occupancy list is open.
How long has it been closed (# of months)?
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 Seniors & Disabled Families

C. Strategy for Addressing Needs

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing

- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities

Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2002 grants)		
a) Public Housing Operating Fund	\$9,000,000	
b) Capital Fund Program	8,367,143	
c) CFP-Replacement Housing Factor	1,107,916	
d) HOPE VI Revitalization	0	
e) HOPE VI Demolition	0	
f) Annual Contributions for Section 8 Tenant-Based Assistance	38,000,000	
g) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
h) Resident Opportunity and Self-Sufficiency Grants	163,000	
i) Community Development Block Grant College Park Community Social Service Program	200,000	
j) HOME	0	
Other Federal Grants (list below)	0	
2003 Family Self Sufficiency Coordinator Grant	45,000	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Capital Fund	11,569,712	
Hope VI 2000	3,153,566	
Hope VI 1995	2,617,309	
Replacement Housing Factor	2,960,539	
Resident Service Delivery Model	374,784	
2002 Family Self Sufficiency Coordinator Grant	11,151	
3. Public Housing Dwelling Rental Income	4,378,000	
4. Other income (list below)		
Non Dwelling Rental	109,500	
4. Non-federal sources (list below)		
CIP Funds	5,800,000	
Public Housing Investment Income	60,000	
LLEBG	100,000	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Bond Funds	6,629,300	
Conventional Debt	3,340,000	
LIHTC	5,459,454	
Total resources	103,446,374	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (*120 days*)
- Other: (describe)

b. Which non-income (screening) factors do the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other *Landlord Reference*
- Other *Credit Checks*

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list *For older developments*
- Sub-jurisdictional lists

- Site-based waiting lists *For new and modernized developments* (All other developments will begin site based waiting lists FY 2003)
- Other (describe)

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year? *All developments will be site based by January 2004.*

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists? All are new except Foote Homes and College Park

3. Yes No: May families be on more than one list simultaneously
If yes, how many lists? *The site list and the community-wide list*

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b. Yes No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
- Overhoused
- Underhoused
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: *Transfers to new or newly rehabbed units will be offered to tenants as an incentive*
- Other: *Meet Deconcentration Goals*

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs

- Victims of reprisals or hate crimes
- Other preference(s) *Families displaced by natural disaster or governmental action*

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

3 Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

- 1 Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- 2 Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- 2 Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- 1 Other preference(s) *Displacement by Natural Disaster or Governmental Action*

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA’s Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)

b. How often must residents notify the PHA of changes in family composition?
(select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

(6) Deconcentration and Income Mixing

a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or **to assure income mixing**?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- Adoption of site-based waiting lists
If selected, list targeted developments below:
College Park
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments
If selected, list targeted developments below:
- Other *Modifications to transfer policies*

d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty **and income mixing**?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
 List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
 List (any applicable) developments below:

B. Section 8

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
 Criminal and drug-related activity, more extensively than required by law or regulation
 More general screening than criminal and drug-related activity (list factors below)
 Other (list below)

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity
 Other *Upon written request, MHA will provide current address, and, if known, name and address of owner of participant's current and prior address.*

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
- Other (list below)

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

Extensions may be granted if:

- A. As a reasonable accommodation to assist families with a disabled family member to locate an adequate unit; or*
- B. Family has three or more minors; or*
- C. There is evidence of the family's search for a unit in a low poverty area; or*
- D. The family is relocating from public housing*

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s)

Preference will be given to residents of MHA public housing units who are required to relocate due to one of the following conditions:

- A. Their public housing units are identified as hazardous to the family due to either: minors residing in units with high lead content who have elevated blood lead levels (EBLs); or the presence of other serious environmental hazards that affect the family's health or safety. The preference may be granted if there are no lead-free units available in any other public housing developments.*
- B. Families (including single persons) who are currently residing in public housing units that will be demolished, disposed of, rehabilitated or consolidated.*

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

2 Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness

High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes

1 Other preference(s)

Preference will be given to residents of MHA public housing units who are required to relocate due to one of the following conditions:

- C. Their public housing units are identified as hazardous to the family due to either: minors residing in units with high lead content who have elevated blood lead levels (EBLs); or the presence of other serious environmental hazards that affect the family's health or safety. The preference may be granted if there are no lead-free units available in any other public housing developments.*
- D. Families (including single persons) who are currently residing in public housing units that will be demolished, disposed of, rehabilitated or consolidated.*

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan
- Not Applicable

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan – Section 8 Homeless set-aside program
- Briefing sessions and written materials
- Other (list below)
- Not Applicable

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
- Other (list below) MHA will provide information regarding the availability of special set-aside homeless vouchers through selected local social service providers who serve the eligible population
- Not Applicable

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

(1) Income Based Rent Policies

a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

For certain size units; e.g., larger bedroom sizes

Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The “rental value” of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other *The family experiences an income decrease or an increase in family size or deductible expenses without an increase in income.*

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below) *Market study*

B. Section 8 Tenant-Based Assistance

(1) Payment Standards

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
- Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)
Budgetary Controls

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

- b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

A. PHA Management Structure

(select one)

- An organization chart showing the PHA's management structure and organization is attached. Attachment D
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

Program Name	Units or Families Served at Year Beginning 2002	Expected Turnover
Public Housing	3126	678
Section 8 Vouchers	5243	780
Section 8 Certificates	0	0
Section 8 Mod Rehab	0	0
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Southwood-New Const	48	48
St. Court-Subst Rehab	127	127
Public Housing Drug Elimination Program (PHDEP)	1946	292
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

- A. Public Housing Maintenance and Management: (list below)**

Operations Manual:

This manual constitutes all official policy for MHA's public housing operations and is established by the Board. MHA has an effective pest eradication procedures, in which it treats all units quarterly for possible pest infestation and responds to emergencies within 24 hours.

(2) Section 8 Management: (list below)

No separate Section 8 policies have been established.

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

A. Public Housing

1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- PHA main administrative office
 PHA development management offices
 Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (Select all that apply)

- PHA main administrative office
 Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

A. Capital Fund Activities

(1) Capital Fund Program Annual Statement

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment B

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (If no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment E

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Yes No: a) Has the PHA received a HOPE VI revitalization grant? (If no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: Hurt Village,
2. Development (project) number: TN 1-6
3. Status of grant: (select the statement that best describes the current status)

- Revitalization Plan under development
- Revitalization Plan submitted, pending approval
- Revitalization Plan approved
- Activities pursuant to an approved Revitalization Plan underway

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below: Lamar Terrace, TN 1-1

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
 If yes, list developments or activities below:
Fowler Homes TN 1-12, Lauderdale Courts TN 1-10, Hurt Village TN 1-06 On site (Uptown Village Apartments), Hurt Village TN 1-06 Off site (Greenlaw Apartments); Hurt Village TN 1-06 Off site (Scattered-Site Rental Units) Hornlake Heights TN 1-20; Ford Road TN 1-32A; Cypresswood Apartments TN 1-32B; and Hawkins Mill TN 1-32E

Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
 If yes, list developments or activities below:
Acquisition with or without rehabilitation

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: Lamar Terrace
1b. Development (project) number: TN 1-1
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 12/04/02
5. Number of units affected: 478
6. Coverage of action (select one) <input type="checkbox"/> Part of the development

<input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 8/31/03 b. Projected end date of activity: 6/30/04

Demolition/Disposition Activity Description
1a. Development name: Lamar Terrace 1b. Development (project) number: TN 1-1
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/15/04
5. Number of units affected:
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/31/04 b. Projected end date of activity: 12/31/04

Demolition/Disposition Activity Description
1a. Development name: Hurt Village 1b. Development (project) number: TN 1-06
2. Activity type: Demolition Disposition X
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 11/27/02
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (7 acres) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 11/27/02 b. Projected end date of activity: 11/30/03

Demolition/Disposition Activity Description
1a. Development name: Hurt Village 1b. Development (project) number: TN 1-06

2. Activity type: Demolition Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 6/01/02
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (12 acres) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 10/01/03 b. Projected end date of activity: 06/30/04

Demolition/Disposition Activity Description
1a. Development name: Oates Manor 1b. Development (project) number: TN 1-7
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 12/30/03
5. Number of units affected: 166
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 05/31/04 b. Projected end date of activity: 10/30/05

Demolition/Disposition Activity Description (NEW ENTRY)
1a. Development name: Cleaborn Homes 1b. Development (project) number: TN 1-8
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 12/23/02
5. Number of units affected: 10

6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 01/31/03 b. Projected end date of activity: 05/1/03

Demolition/Disposition Activity Description
1a. Development name: Cleaborn Homes 1b. Development (project) number: TN 1-8
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 9/12/02
5. Number of units affected: 96
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/1/02 b. Projected end date of activity: 05/1/03

Demolition/Disposition Activity Description
1a. Development name: Cleaborn Homes 1b. Development (project) number: TN 1-8
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 3/7/02
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (0.37 Acres) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 6/1/02 b. Projected end date of activity: 6/1/03

Demolition/Disposition Activity Description	
1a. Development name:	Cleaborn Homes
1b. Development (project) number:	TN 1-11
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	04/29/02
5. Number of units affected:	79
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 12/1/02 b. Projected end date of activity: 05/1/03

Demolition/Disposition Activity Description	
1a. Development name:	Lauderdale Courts
1b. Development (project) number:	TN 1-10
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	07/31/02
5. Number of units affected:	438
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 07/31/02 b. Projected end date of activity: 02/28/03

Demolition/Disposition Activity Description	
1a. Development name:	Fowler Homes
1b. Development (project) number:	TN 1-12
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/>

Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 12/23/02
5. Number of units affected: 80
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/1/03 b. Projected end date of activity: 3/30/05
7. Timeline for activity: a. Actual or projected start date of activity: 07/31/02 b. Projected end date of activity: 02/28/03

Demolition/Disposition Activity Description	
1a. Development name: Fowler Homes (NEW ENTRY)	
1b. Development (project) number: TN 1-12	
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>	
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: 05/31/03	
5. Number of units affected:	
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development	
7. Timeline for activity: a. Actual or projected start date of activity: 12/1/03 b. Projected end date of activity: 3/30/05	

Demolition/Disposition Activity Description	
1a. Development name: Barry Homes	
1b. Development (project) number: TN 1-13	
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>	
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: 07/31/02	
5. Number of units affected: 438	
6. Coverage of action (select one)	

<input checked="" type="checkbox"/> Part of the development (Parking Lot) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/31/02 b. Projected end date of activity: 02/28/03

Demolition/Disposition Activity Description (New Entry)
1a. Development name: Graves Manor 1b. Development (project) number: TN 1-15
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/15/04
5. Number of units affected: 294
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 10/31/04 b. Projected end date of activity: 6/30/05

Demolition/Disposition Activity Description
1a. Development name: Walter Simmons Estates 1b. Development (project) number: TN 1-16
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 5/30/03
5. Number of units affected: 300
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 3/1/03 b. Projected end date of activity: 12/31/03

Demolition/Disposition Activity Description
1a. Development name: Horn Lake Heights

1b. Development (project) number: TN 1-20
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 12/23/02
5. Number of units affected: 100
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 10/1/03 b. Projected end date of activity: 12/31/03
Demolition/Disposition Activity Description (New entry)
1a. Development name: Horn Lake Heights 1b. Development (project) number: TN 1-20
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 3/31/03
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 6/30/03 b. Projected end date of activity: 9/30/03

Demolition/Disposition Activity Description
1a. Development name: Ford Road Apartments 1b. Development (project) number: TN 1-32A
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 8/29/02

5. Number of units affected: 104
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/1/03 b. Projected end date of activity: 4/03/04

Demolition/Disposition Activity Description (New entry)
1a. Development name: Ford Road Apartments
1b. Development (project) number: TN 1-32A
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 3/31/03
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 6/30/03 b. Projected end date of activity: 9/30/03

Demolition/Disposition Activity Description
1a. Development name: Cypresswood Apartments
1b. Development (project) number: TN 1-32B
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 8/29/02
5. Number of units affected: 128
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 10/1/03 b. Projected end date of activity: 12/31/03

Demolition/Disposition Activity Description (New entry)	
1a. Development name:	Cypresswood Apartments
1b. Development (project) number:	TN 1-32B
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	3/31/03
5. Number of units affected:	0
6. Coverage of action (select one)	<input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 6/30/03 b. Projected end date of activity: 9/30/03

Demolition/Disposition Activity Description	
1a. Development name:	Hawkins Mill Apartments
1b. Development (project) number:	TN 1-32E
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	8/29/02
5. Number of units affected:	80
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 12/1/03 b. Projected end date of activity: 4/3/04

Demolition/Disposition Activity Description (New entry)	
1a. Development name:	Hawkins Mill Apartments
1b. Development (project) number:	TN 1-32E
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/>

Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 3/31/03
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 6/30/03 b. Projected end date of activity: 9/30/03

Demolition/Disposition Activity Description
1a. Development name: LeMoyne Gardens/College Park
1b. Development (project) number: TN 1-46
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 6/1/03
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (1/2 acre tract) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 9/30/03 b. Projected end date of activity: 12/01/03

Demolition/Disposition Activity Description
1a. Development name: LeMoyne Gardens/College Park
1b. Development (project) number: TN 1-46
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 03/01/03
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (Community Center Lease Agreements- Multiyear) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/01/03

b. Projected end date of activity: 07/01/23

Demolition/Disposition Activity Description	
1a. Development name: LeMoyne Gardens/College Park	
1b. Development (project) number: TN 1-46	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input checked="" type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input checked="" type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: 06/01/03	
5. Number of units affected: 0	
6. Coverage of action (select one)	
<input checked="" type="checkbox"/> Part of the development (4 acre tract)	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity: 09/30/03	
b. Projected end date of activity: 03/30/04	

Demolition/Disposition Activity Description	
1a. Development name: LeMoyne Gardens/College Park	
1b. Development (project) number: TN 1-43, TN 1-44, TN 1-46	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input checked="" type="checkbox"/>	
3. Application status (select one)	
Approved <input checked="" type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: 12/31/02	
5. Number of units affected: 0	
6. Coverage of action (select one)	
<input checked="" type="checkbox"/> Part of the development (Homeownership Phase)	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity: 3/01/03	
b. Projected end date of activity: 6/01/03	

Demolition/Disposition Activity Description	
1a. Development name: MHA Warehouse	
1b. Development (project) number: TN 1-08A	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input checked="" type="checkbox"/>	
3. Application status (select one)	

Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 12/23/02
5. Number of units affected: 0
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 1/17/03 b. Projected end date of activity: 9/30/03

Demolition/Disposition Activity Description
1a. Development name: MHA Central Office 1b. Development (project) number: TN 1-08A
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 5/01/02
5. Number of units affected: 0
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 3/30/03 b. Projected end date of activity: 12/1/03

Demolition/Disposition Activity Description
1a. Development name: Vehicle Shop 1b. Development (project) number: TN 1-08A
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 10/01/02
5. Number of units affected:
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

7. Timeline for activity:

a. Actual or projected start date of activity: 1/31/03

b. Projected end date of activity: 8/30/03

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below. See Attachment K

Designation of Public Housing Activity Description
1a. Development name:
1b. Development (project) number:
2. Designation type: Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission:
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan (Previously Approved)

<input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:
7. Coverage of action (select one)
<input type="checkbox"/> Part of the development
<input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA’s developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If “No”, skip to component 11; if “yes”, complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name:
1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway

5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)

- Units addressed in a pending or approved demolition application (date submitted or approved: _____)
- Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: _____)
- Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____)
- Requirements no longer applicable: vacancy rates are less than 10 percent
- Requirements no longer applicable: site now has less than 300 units
- Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to small PHA or high performing PHA status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- Yes **No:** Has the PHA provided all required activity description information for this component in the **optional** Public Housing

Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name: LeMoyne Gardens	
1b. Development (project) number: TN 1-43, TN 1-44, TN 1-46	
2. Federal Program authority: Section 24 of the USHA of 1937	
<input type="checkbox"/>	HOPE I
<input type="checkbox"/>	5(h)
<input type="checkbox"/>	Turnkey III
<input type="checkbox"/>	Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)	
<input type="checkbox"/>	Approved; included in the PHA’s Homeownership Plan/Program
<input checked="" type="checkbox"/>	Submitted, pending approval, 11/01/01
<input type="checkbox"/>	Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (11/01/01)	
5. Number of units affected: 70	
6. Coverage of action: (select one)	
<input checked="" type="checkbox"/>	Part of the development
<input type="checkbox"/>	Total development

B. Section 8 Tenant Based Assistance

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. High performing PHAs may skip to component 12.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option? (REV 1/02)

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants
- 26 - 50 participants
- 51 to 100 participants
- more than 100 participants

b. PHA-established eligibility criteria

Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

Qualification for Homeownership Assistance:

The prospective purchaser must meet the following eligibility criteria in order to participate:

- a. Be a Section 8 Certificate or Voucher holder that is eligible to move
- b. Employed for a minimum of two years 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 homeownership counseling program
- e. First Time Homebuyer or have not owned a home in the past three years
- f. Enrolled or completed the MHA self-sufficiency program

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 12/02/01

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families

- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Boys & Girls Club	1200+	Random select	Dixie Homes	Both
Goal Card Attendance & Achievement	App. 15	Random select	Lauderdale Courts	Both
Bridges Quantum Opportunit	1000	Specific Criteria	Dixie, Foote, & Cleaborn	Public

Knowledge Quest	125	Specific Criteria	Fowler Homes	Both & Sur Comm
One Room Drop In School	15-20	Referrals	Texas Court	PH Sec 8, & Surrounding Com
Jessie Mahan Day Care	68	Specific Criteria	TDHS & Dixie Homes	PH Sec 8, & Surrounding Com
Boy Scouts & Girl Scouts	25	Specific Criteria	Hawkins Mill, Ford Road, Oates Manor	Public Housing
Opportunity Banc	App. 15	Specific Criteria	MHA	Public & Sec 8
Women in Comm Service, LeMoyné Econ Advancement Pro.	172	Former Lemoyne Residents	WICS Office	Hope VI LeMoyné
MHA Homemakers Aging Commission	6	Specific Criteria	Delta Area Agency on Aging	High-rise elderly, Public
Senior Companion, MIFA	30+	Specific Criteria	MIFA	High-rise, PH
UT-Regional Medical Center	100	Specific Criteria	Barry Homes, Jefferson Square	PH Residents
Rise Foundation	17	Specific Criteria	Dixie, Foote, Cleaborn Hurt Village, College Park, Lauderdale Courts	Public Housing
MHA Executive Director's Scholarship Program	5+	Specific Criteria	MHA	Public Housing, Surrounding Com
Resident Employment & Training Center	400	Volunteer	PHA Main Office, Jobs Career Center, Jobs Plus, Walgreen's	Public Housing, Sec 8
Leadership Memphis Training Program	23	Specific Criteria	MHA Leadership Memphis Institute	Public Housing
Corporate Church	300	Specific Criteria	Dixie, Foote, Cleaborn	Public Housing

HOPE VI Community and Supportive Services for Hurt Village Residents				
2001-2005				
Program Name & Description	Estimated Size	Allocation Method (waiting list/random Selection/specific Criteria/other)	Access (Development office/PHA main office)	Eligibility (public housing or Section 8 participants or both)
Metropolitan Inter Faith Association (MIFA) Case management Services	210	Specific Criteria	Alabama Plaza, Dixie Homes, Foote Homes, Section 8 (H.V. residents have been relocated to sites identified above)	Hurt Village residents
Federal Express	100	Specific Criteria	MIFA, UPTOWN Resource Center, Resident Association,	Hurt Village Residents

Employment Opportunities			HOPE VI newsletter	
The Work Place Employment Training and Placement	155	Specific Criteria	MIFA, UPTOWN Resource Center, Mgmt Offices, Newsletter, door to door outreach	Hurt Village residents
Memphis City Schools Adult Basic Education classes, Home Safety training, youth recreational activities through the District Partnership Network	155	Specific Criteria	MIFA, CSS Coordinator, UPTOWN Resource Center,	Hurt Village Residents
Unity of Faith Church CPR training, glucose levels and blood pressure testing	150	Random	MIFA, CSS Coordinator	Hurt Village
Memphis Housing Resource Center Housing Counseling Services	75	Specific Criteria	MIFA, CSS Coordinator, UPTOWN Resource Center	Hurt Village Residents
Walgreen's Training and Employment Services	100	Specific Criteria	MIFA, CSS Coordinator, HOPE VI newsletter	Hurt Village Residents
Girls, Inc. Careers & Life Planning, Health & Sexuality, Leadership & Community action, Sports & Adventure, Self Reliance& Life Skills, and Culture & Heritage	75-100	Specific Criteria	MIFA, CSS Coordinator, resident associations, outreach efforts	Hurt Village Residents
Catholic Diocese of Memphis	50-75	Specific Criteria	MIFA, Mgmt offices, HOPE	Hurt Village residents

Preschool and After school programs			VI newsletter	
Leadership Institute of Memphis	50-75	Specific Criteria	MIFA, Mgmt offices,	Hurt Village residents
Leadership training				
Lemoyne-Owen College and the University of Memphis Academy for Community Builders	75-100	Specific Criteria	MIFA, Mgmt offices, UPTOWN Resource Center, door to door recruitment	Hurt Village Residents
Unity of Faith (A consortium of five churches) Mentoring services and informal counseling services throughout the relocation process	155	Random	UPTOWN Resource Center, Church Community Centers, MIFA, and Mgmt offices	Hurt Village residents
Memphis Area Transit Authority Reduce rate shuttle services	155	Specific Criteria	MIFA, UPTOWN Resource Center, Mgmt offices, and MATA	Hurt Village residents
Memphis Area Neighborhood Watch Educate residents within the Hurt Village community, regarding the latest crime prevention strategies and the formulation of six NWG groups	155	Specific Criteria	Mgmt offices, CSS coordinator, and Resident Associations	Hurt Village residents
Regional Medical Center at Memphis (MED) Sunrise program for young women, 17 yrs old and younger, Breast Cancer Awareness program and onsite health education seminars and health	155	Specific Criteria	MIFA, The MED, Mgmt offices, CSS coordinator	Hurt Village residents

screenings				
Memphis Shelby Crime Commission Development of a site specific strategy that employs the concepts of situational prevention and Crime Prevention through Environmental Design (CEPTED)	155	Specific Criteria	Mgmt Offices, MHA office of Safety and Security	Hurt Village residents
Porter-Leath Children's Center Employment and training opportunities through the Foster Grandparents program (residents will receive a stipend)	25	Specific Criteria	MIFA,Porter-Leath Staff, CSS coordinator	Hurt Village
Rise Foundation Establishes IDA accounts and Provides resources to Public Housing residents through its Save-up initiatives; the RISE Foundation provides \$1 in local funding for every HOPE VI funds set aside for IDA accounts for Hurt Village residents	60	Specific Criteria	The RISE Foundation staff, CSS coordinator, and MIFA	Hurt Village residents
The Salvation Army Transitional housing for single mothers, families, and single men who are drug and alcohol addicted	20	Specific Criteria	MIFA, CSS Coordinator, Resident Association and UPTOWN Resource Center	Hurt Village Residents
STIM/Workforce Development Center Provides case management, education and	100	Specific Criteria	MIFA and CSS Coordinator	Hurt Village residents

employment training services				
The University of Memphis Program Evaluator, Community of Scholars Program, and the Academy for Community Building	210	Specific Criteria	MIFA, U of staff and CSS coordinator	Hurt Village residents
Young Women's Christian Association Non-traditional training in the areas of carpentry, forklift operation, computer repair, and cable installation	25	Specific Criteria	MIFA, CSS coordinator, Mgmt offices	Hurt Village Resident

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of:01/02/03)
Public Housing	99	64
Section 8	97	93

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?

If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and reexamination.

- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

Community Service Policy attached.

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below) NCIC

3. Which developments are most affected? (list below)

All MHA's properties are impacted by drug trafficking, drug use and crime.

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

2. Which developments are most affected? (list below)

All MHA properties

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)

D. Additional information as required by PHDEP/PHDEP Plan

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2002 in this PHA Plan? HUD has eliminated program.
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

Pet Policy is attached

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? 3
5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 - Not applicable
 - Private management
 - Development-based accounting
 - Comprehensive stock assessment
 - Other: (list below)
3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

17. PHA Asset Management Table (Addendum)

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

MHA is changing its management structure to more align itself with an asset management structure.

MHA has developed a schedule with phases in which to demolish or dispose of non-viable properties so that the agency can effectively provide current and future tenants with the best options for relocation to Section 8 vouchers, new and revitalized public housing units, or home ownership. The properties slated for demolition or disposition during the FY 2003 plan year include Walter Simmons, Horn Lake, Cypresswood, Ford Road, Hawkins Mill, and Lamar Terrace.

LeMoyné Gardens was demolished several years ago and the MHA was awarded a HOPE VI grant for that site. Currently the development, now known as College Park, has 80 senior units completed and fully occupied, 107 family units in the Family Phase I developed that is fully occupied and the remaining 154 units in the Family II Phase are under construction and are slated for occupancy to begin late in the summer of 2002, 242 of these units are public housing units. In addition there will be 40 on-site and 30 scatter-site homes developed for homeownership as part of this HOPE VI project. These units are managed by a private management company as part of MHA's overall asset management plan to turn the majority of its portfolio to privatized management.

Hurt Village demolition and the disposition of Lauderdale Courts are part of the greater UPTOWN initiative, which is a combination of HOPE VI and mixed-finance new development. The developers of this initiative plan on converting Lauderdale Courts into 342 units of mixed income residential and the Hurt Village Hope VI will include a mixture of multi-family public, LIHTC and market rate housing and also single family home ownership units that are market rate and subsidized units. These units will replace old, outdated and unsafe public housing units and will bolster the redevelopment of the area immediately north of downtown Memphis.

Other asset management initiatives include privatizing various maintenance related areas at our developments including landscaping, plumbing, hvac and emergency repairs. The MHA is also 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 the application for THDA low income housing tax credits and the proceeds of City of Memphis general obligation bonds.

Part of the revitalization efforts will include demolition and new development at these current MHA locations: Fowler Homes, Oates Manor, Cypresswood, Horn Lake, Ford Road and Hawkins Mill. These new development will occur systematically over the next five years.

MHA's strategies for asset management and revitalization will enable us to increase our occupancy and increase our effectiveness for maintenance needs at our developments. Following the above strategies will allow us improve our PHAS scores.

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
 Attached at Attachment H Resident Meeting Minutes and Comments
 Provided below:

3. In what manner did the PHA address those comments? (select all that apply)
 Considered comments, but determined that no changes to the PHA Plan were necessary.
 The PHA changed portions of the PHA Plan in response to comments
List changes below:
 Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

- a. Nomination of candidates for place on the ballot: (select all that apply)
- Candidates were nominated by resident and assisted family organizations
 - Candidates could be nominated by any adult recipient of PHA assistance
 - Self-nomination: Candidates registered with the PHA and requested a place on ballot

Other: (describe)

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

C. Statement of Consistency with the Consolidated Plan

1. Consolidated Plan jurisdiction: City of Memphis

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)

The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: *The City of Memphis has made commitments to support the revitalization activities planned by MHA at LeMoyne Gardens, Lauderdale Courts and Hurt Village. City funds will be used for community and supportive services, infrastructure, and down payment assistance. The City is also targeting several neighborhoods for strategic development initiatives, including the LeMoyne area, the Greenlaw/Manassas neighborhood, and the area surrounding Foote Homes and Cleaborn Homes. In the Foote/Cleaborn area, the City is sponsoring the Peabody/Vance Collaborative, which provides supportive services, a micro loan program, and job training programs to public housing residents.*

D. Other Information Required by HUD

Mayor's Letter Attachment J

Definition for Significant Amendments and Substantial Deviation/Modifications to the Plan:

- 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. Additions of new activities not included in the current PHDEP Plan**
- 4. Any change with regard to demolition or disposition, designation, homeownership**

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Table Library

**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, (See 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 24 CFR Part 100)
- Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, (See 24 CFR Part 8)
- the Age Discrimination Act of 1975, (See 24 CFR Part 146)
- Title II of the Americans with Disabilities Act (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 legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. (Required 24 CFR § 960.203)
- The Calvert Consent Order, dated December 23rd, 1996

2. MHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the 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. (Required, 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 others¹;
- (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 admission²;

¹ 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.

- (f) Deny anyone access to the same level of services³; 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. (Required, 24 CFR § 960.205)

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 (Required, 24 CFR §§ 8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations in its procedures or practices (Required, 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

² 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.

³ 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. [Required, 24 CFR § 906. 204 (a)(3)(ii)]

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), some⁴ must be made so, subject to the undue financial and administrative burden test. (Required, 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 (Required, 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 needed⁵.

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

⁴ 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.

⁵ 24 CFR § 5.505 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. **(Required, 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. **(Required, 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 [**Required, 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 on wording, logo, size of type, etc. [**Required, 24 CFR §109.30(a)**];
- (b) Marketing will describe the housing units, application process, 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 to apply (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 applicants⁶.

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; [**Required, 24 CFR § 5.5 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.

⁶ 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 § 5.5**.

- (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; [Required, 24 CFR § 5.216] and
- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies [Required, 24 CFR § 960.205], 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 §§ 5.4, 5.5, 5.6, 960.201 through 960.215).

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 [Required, 24 CFR § 5.410].
- (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 [Required, 24 CFR 5.410].
- (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**⁷ to determine whether the waiting list(s) may be closed.

4. Updating the Waiting List

- (a) Beginning in April of 2,000 MHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing⁸.

If, after two attempts in writing⁹, no response is received, MHA will withdraw the names of applicants from the waiting list.

⁷ This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures is 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.

⁸ Or by the method designated at initial application by applicants with disabilities.

⁹ Both the first and second written communication will be sent by first class mail.

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

- (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 § 5.5**. 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 30 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. [Required, 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** [Required, 24 CFR § 5.410 (d)]

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, disabled or displaced single persons have priority over singles who are not elderly, disabled or displaced regardless of preferences. Single applicants who are not elderly, disabled or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units. [Required, 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. 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:

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 § 960.211 (b)] 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.

- 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.
- 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.

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. [Required, 24 CFR § 5.410 (a) (3)] MHA may grant an 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:**¹⁰ Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan.
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:**¹¹ Disabled families will receive a priority for admission to units or buildings that are covered by a HUD-approved Designation Plan.
- (c) **Mixed population Projects:**¹² Elderly families, disabled families and families displaced by governmental action will receive equal priority for admission to such units.
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.

¹⁰ 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.

¹¹ 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.

¹² 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.

- (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 [Required, 24 CFR § 960.211 (e)]

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; **[Required, 24 CFR § 960.205 (b)]**
 - (ii) Adversely affect the physical environment or financial stability of the project; **[Required, 24 CFR § 960.205 (b)]**
 - (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. **[Required, 24 CFR §960.206 (a) &(b)]**
- (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 § 960.205 (b)(1)]**
- (f) MHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. **[24 CFR § 960.205 (b)(3)]**
- (g) MHA will complete a home visit on all applicants.¹³ 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.

¹³ 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.

(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:

- The applicant's past performance in meeting financial obligations, especially rent and utility bills. **[Required, 24 CFR § 960.205 (b) (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. **[Required, 24 CFR § 960.205 (b) (2)]**
- 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. **[Required, 24 CFR § 960.205 (b)(3) & 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 § 8.2 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.¹⁴ **[24 CFR § 8.2 Definition: Qualified Individual with Handicaps]** Availability of assistance is subject to verification by MHA.

¹⁴ 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.

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. To be factored into MHA's screening assessment of the applicant, mitigating circumstances must be verifiable. **[Required, 24 CFR §960.205(d)]**
- (b) Mitigating circumstances¹⁵ 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: **[Required, 24 CFR § 960.205 (d)]**,
 - (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; **[Required, 24 CFR § 5.403]**
 - (ii) Eligibility of the applicant with respect to income limits for admission; **[Required, 24 CFR § 5.603]**

¹⁵ 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 § 960.205 (d) (1).

- (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR § 5.5]
 - (iv) Unit size required for and selected by the family;
 - (v) Preference category (if any) to which the family is entitled; [24 CFR § 5.4] and
 - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. [Required, 24 CFR § 960.205]
- (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. [Required, 24 CFR § 960.207(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. [Required, 24 CFR § 960.207 (b)]
- (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. [Required, 24 CFR § 960.207(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 criteria¹⁶; 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 MHA¹⁷ 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.

¹⁶ 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.

¹⁷ 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.

- 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 (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 disabilities¹⁸, 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 defective 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.

¹⁸ If the applicant has a child participating in such a program.

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 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.

D. 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.

E. 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

F. Transfers

MHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive¹⁹ 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.

¹⁹ 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 [Required, 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. [24 CFR § 966.4 (c)(3)]
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.

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 §§ 960.209 (b) and 966.4 9 (a)(2)] 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 (f)(3) & (c)(2)] 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 households 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. **[Required, 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 threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood.

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.

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 a 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. 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.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § 5.5]
5. 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 § 960.209 (a)]
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 30 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 § 960.206]
- (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 § 5]
- (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)]

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. MHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not 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 ²⁰ . [24 CFR § 913.107] 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 defer the increase to the next regular reexamination.
(c) Increase in unearned income (e.g. COLA adjustment for social security).	• MHA will defer the increase to the next regular reexamination.
(d) Increase in income because a person with income (from any source) joins the household.	• MHA will defer the increase to the next regular reexamination.

(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 § 960.206]

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.

²⁰ 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)(2)] 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.

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 § 966.4 (I)(3)]

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. 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. 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.

Development Name	HUD ID	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Footie Homes	TN 1 - 2R		\$347	\$522	\$669			
Dixie Homes	TN 1 - 5, 9	\$347	\$347	\$522	\$569			
Oates Manor	TN 1 - 7		\$289	\$441	\$513	\$558	\$641	
Cleaborn Homes	TN 1 - 8, 11		\$289	\$441	\$513	\$558	\$641	
Barry Homes	TN 1 - 13		\$528					
Venson Center	TN 1 - 14	\$395	\$528	\$715				
Graves Manor	TN 1 - 15		\$401	\$505	\$638	\$835	\$960	
Jefferson Square	TN 1 - 18	\$395	\$528	\$715				
Hornlake Heights	TN 1 - 20		\$401	\$505	\$638	\$835	\$960	\$1104
Montgomery Plaza	TN 1 - 21		\$401	\$505	\$638	\$835	\$960	\$1104
Borda Towers	TN 1 - 23	\$395	\$528					
Ford Road Apts	TN 1 - 32A		\$401	\$505	\$638	\$835	\$960	\$1104
Cypresswood Apts	TN 1 - 32B		\$401	\$505	\$638	\$835	\$960	\$1104
Hawkins Mills Apts	TN 1 - 32E			\$561	\$670	\$686		
Texas Court Apts	TN 1 - 33		\$401	\$505	\$638	\$835		
College Park Senior	TN 1-43		\$532	\$624				
Alabama Plaza	TN 1-45		\$347	\$522	\$669	\$769		
College Park Family I	TN 1-44		\$532	\$624	\$867	\$910		
College Park Family II	TN 1-46		\$532	\$624	\$867	\$910		

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.

XI. 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 consider income when used to reimburse the family for cash or assets invested in the property;

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]

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; **(FR Vol. 60, #65/ 5 April 1995)**
 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. 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.

14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. 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;
16. 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;
17. 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 Stat 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)).

C. Anticipating Annual Income [24 CFR § 913.106 (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 § 913.102]

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

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 \$25 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$25 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

The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

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.

XII. 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 & § 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 § 8.21**]

3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach 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 & § 40.3.5**]

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 & § 40.3.5**]

9. 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)**]

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

11. 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.

12. 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)

13. 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) in accordance with the 1992 Housing Act. (PL 96-120)

14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.

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)

14. 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)]

15. 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.

17. 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.)

18. 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)

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

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

21. 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 and 960)

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.

22. 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).

23 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.

24. 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.

25. 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)

26. 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, a 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.

27. Low-Income Household - 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)**).

28. 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**).

29. 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".

30. 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)

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

32. 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**)

33. 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)**)

34. 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 (24 CFR § 913.102).

35. Person with disabilities²¹ (42 USC 1437a(b)(3)) means a person²² 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 6001 (5)].

36. 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)

37. 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]

38. 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.

- (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

²¹ 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)]

²² A person with disabilities may be a child.

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)

39. 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.

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

41. 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).

42. 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. (24 CFR §5.613) See the definition for Tenant Rent.

43. 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. The standards are set forth in **Appendix A to 24 CFR Part 40**. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).

44. 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 (24 CFR § 965.473).

45. 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. **[Required, 24 CFR 960.212 (b) (1)]**

(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.

46 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.

47 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)).

Component 3,(6) Deconcentration and Income Mixing

- a. Yes ___ No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.
- b. Yes ___ No: Do any of these covered developments have average incomes above or below 85% to 115% of all such developments? If no, this section is complete.

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments

Development Name	Number of Units	Explanation (if any) [see step 4 at 903.2(c)(1)(iv)(d)]	Deconcentration Policy (if no explanation) [see step 5 at 903.2 (c)
Cleaborn TN 1-8	466	Under 85% - Partially demolished to make site more attractive for higher income clients	
Dixie TN 1-5, 1-9	600	Under 85% - Has acquired relocating tenants with low incomes due to demolitions and revitalization efforts at other sites	
Foote TN 1-2	420	Over 115% average income, but is below 30% of area median	

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

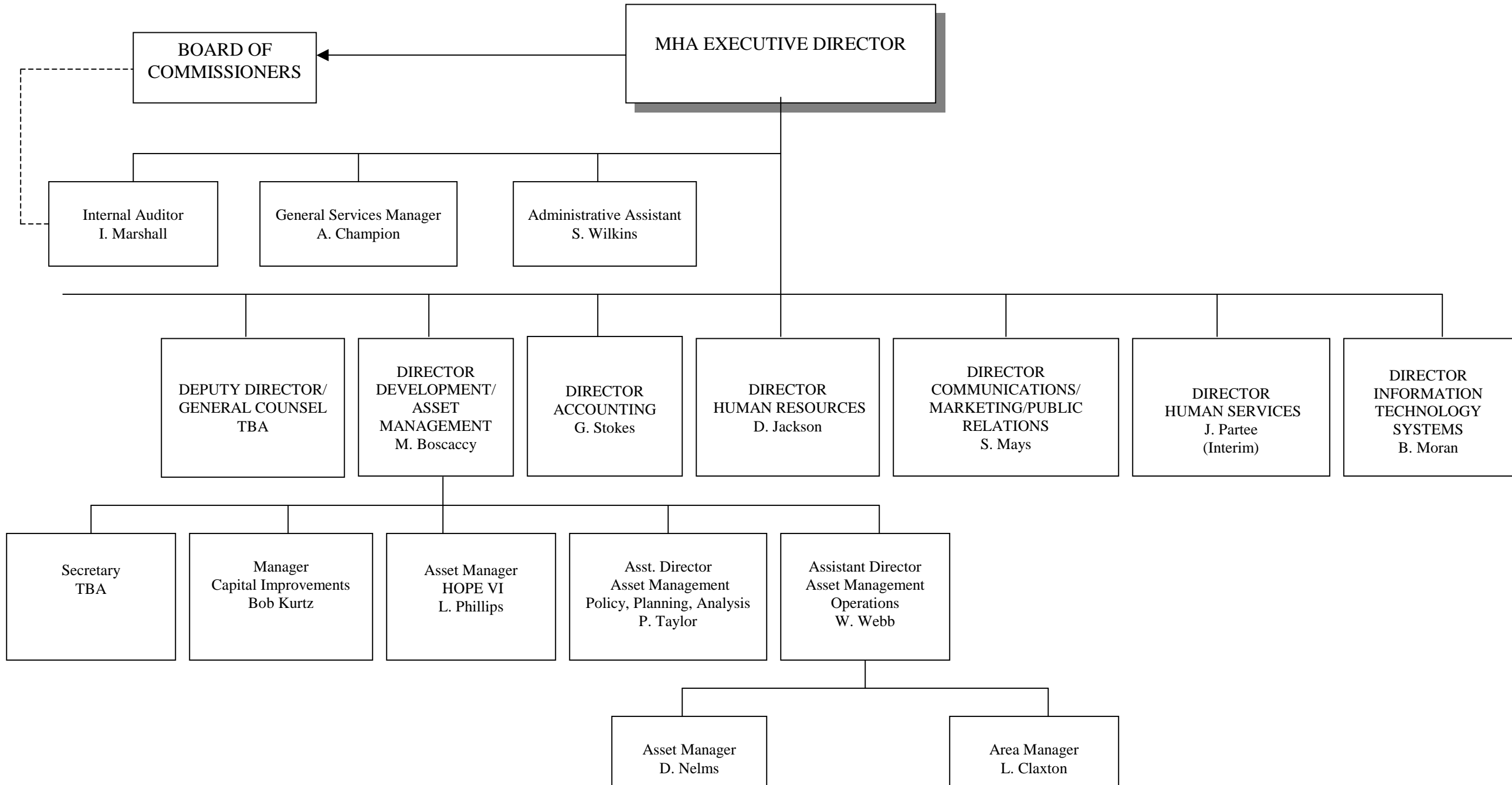
WHEREAS, the staff has proposed that the following measures be utilized to achieve the deconcentration of poverty in public housing:

- 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



CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary						
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001708-99 Replacement Housing Factor Grant No:			Federal FY of Grant: 1999	
<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, 2002 <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	1,397,567.05	1,416,536.48	1,416,536.48	1,416,536.48	
4	1410 Administration	1,021,029.91	1,082,270.58	1,082,270.48	1,082,270.58	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	3,724,473.36	3,710,442.16	3,710,442.16	3,710,442.16	
8	1440 Site Acquisition					
9	1450 Site Improvement	415,290.50	315,518.04	315,518.04	315,518.04	
10	1460 Dwelling Structures	4,118,249.07	4,166,400.03	4,166,400.03	4,166,400.03	
11	1465.1 Dwelling Equipment—Nonexpendable			0.00	0.00	
12	1470 Non-dwelling Structures	108,191.64	108,191.64	108,191.64	108,191.64	
13	1475 Non-dwelling Equipment	82,766.20	82,766.20	82,766.20	82,766.20	
14	1485 Demolition	773,730.00	773,730.00	773,730.00	773,730.00	
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs	218,199.00	203,641.60	203,641.60	203,641.60	
18	1499 Development Activities	1,835,007.27	1,835,007.27	1,835,007.27	1,835,007.27	
19	1501 Collateralization or Debt Service					

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Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001708-99 Replacement Housing Factor Grant No:		Federal FY of Grant: 1999	
<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, 2002 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	13,694,504.00	13,694,504.00	13,694,504.00	13,694,504.00
22	Amount of line 21 Related to LBP Activities			5,984.95	5,984.95
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs			1,046,074.93	1,046,074.93
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
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Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001708-99 Replacement Housing Factor Grant No:			Federal FY of Grant: 1999			
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 1-2 Foote Homes	Comprehensive Modernization	1460		833,145.30	833,145.30	833,145.30	833,145.30	Complete
TN 1-2 Foote Homes	Fence Painting and Repair	1450		0.00	46,331.08	46,331.08	46,331.08	Complete
TN 1-5, 9 Dixie Homes	Unit Rehab for Vacancy Consolidation	1460		422,941.05	509,707.92	543,616.27	543,616.27	Complete
TN 1-5, 9 Dixie Homes	Comprehensive Renovation & Improvements	1460		0.00	54,320.00	54,320.00	54,320.00	Complete
TN 1-7 Oates Manor	Demolition of Non-Viable Units	1485		323,211.11	323,211.11	323,211.11	323,211.11	Complete
TN 1-8 Cleaborn Homes	Unit Rehab for Vacancy Consolidation	1460		883,950.91	883,950.91	883,950.91	883,950.91	Complete
TN 1-8 Cleaborn Homes	Unit Repairs (Phase II)	1460		855,350.55	768,583.68	792,013.89	792,013.89	Complete

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				Original	Revised	Funds Obligated	Funds Expended	
TN 1-8 Cleaborn Homes	Dwelling Unit Roof Repairs	1460		6,159.00	6,159.00	6,159.00	6,159.00	Complete
TN 1-8 Cleaborn Homes	Non-dwelling Unit Roof Repairs	1470		22,364.00	22,364.00	22,364.00	22,364.00	Complete
TN 1-10 Lauderdale Courts	Contribution to Mixed Finance Development Agreement	1498		1,835,007.27	1,835,007.27	1,835,007.27	1,835,007.27	Complete
TN 1-12 Fowler Homes	Demolition of Non-Viable Units	1485		450,518.89	450,518.89	450,518.89	450,518.89	Complete
TN 1-12 Fowler Homes	Security Fencing	1450		25,065.00	25,065.00	25,065.00	25,065.00	Complete
TN 1-13 Barry Homes	HVAC Replacements & Upgrades	1460		15,463.25	15,463.25	15,463.25	15,463.25	Complete
TN 1-13 Barry Homes	Common Area HVAC	1460		122,499.40	122,499.40	122,499.40	122,499.40	Complete

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				Original	Revised	Funds Obligated	Funds Expended	
TN 1-13 Barry Homes	Site Improvements	1450		100,000.00	41,645.24	41,645.24	41,645.24	Complete
TN 1-13 Barry Homes	Building Envelope/Common Area Repairs	1460		397,050.78	154,977.29	112,097.23	112,097.23	Complete
TN 1-14 Venson Center	HVAC Replacements & Upgrades	1460		15,463.25	15,463.25	15,463.25	15,463.25	Complete
TN 1-14 Venson Center	Common Area HVAC	1460		114,191.00	114,191.00	114,191.00	114,191.00	Complete
TN 1-14 Venson Center	Site Improvements	1450		38,461.50	5,181.00	5,181.00	5,181.00	Complete
TN 1-14 Venson Center	Building Envelope/Common Area Repairs	1460		38,608.00	119,547.15	71,657.00	71,657.00	Complete
TN 1-14 Venson Center	Fire Stopping Repairs	1460		0.00	0.00	38,903.95	38,903.95	Complete

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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	HVAC Replacements & Upgrades	1460		15,463.26	15,463.26	15,463.26	15,463.26	Complete
TN 1-18 Jefferson Square	Balcony Repairs	1460		5,100.50	5,100.50	5,100.50	5,100.50	Complete
TN 1-18 Jefferson Square	Common Area HVAC	1460		85,647.00	85,647.00	85,647.00	85,647.00	Complete
TN 1-18 Jefferson Square	Waterproofing	1460		108,918.00	108,918.00	108,918.00	108,918.00	Complete
TN 1-18 Jefferson Square	Site Improvements/Landscaping/Fencing	1450		242,608.00	108,819.47	108,819.47	108,819.47	Complete
TN 1-18 Jefferson Square	Building Envelope Repairs	1460		48,117.00	49,117.00	49,117.00	49,117.00	Complete
TN 1-20 Horn Lake Heights	A&E for Comprehensive Modernization	1430		73,365.00	73,365.00	58,909.25	58,909.25	Complete

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				Original	Revised	Funds Obligated	Funds Expended	
TN 1-23 Borda Towers	Balcony Repairs	1460		5,100.50	5,100.50	5,100.50	5,100.50	Complete
TN 1-23 Borda Towers	HVAC Replacements & Upgrades	1460		15,463.29	15,463.29	15,463.29	15,463.29	Complete
TN 1-23 Borda Towers	Waterproofing	1460		81,304.00	81,304.00	81,304.00	81,304.00	Complete
TN 1-23 Borda Towers	Rehabilitation of Heavily Damaged Units	1460		16,048.03	16,048.03	16,048.03	16,048.03	Complete
TN 1-23 Borda Towers	Site Improvements	1450		9,156.00	11,058.00	11,058.00	11,058.00	Complete
TN 1-23 Borda Towers	Building Envelope/Common Area repairs	1460		32,265.00	41,192.30	35,720.00	35,720.00	Complete
TN 1-30 Ford Road	A&E for Comprehensive Modernization	1430		68,719.98	68,719.98	55,555.83	55,555.83	Complete

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				Original	Revised	Funds Obligated	Funds Expended	
TN 1-31 Cypresswood	A&E for Comprehensive Modernization	1430		68,720.00	68,720.00	55,555.83	55,555.83	Complete
TN 1-32 Hawkins Mill	A&E for Comprehensive Modernization	1430		68,720.02	68,720.02	55,555.84	55,555.84	Complete
TN 1-45 Alabama Plaza	Roof Repairs	1460		0.00	71,194.00	71,194.00	71,194.00	Complete
AW	Non-dwelling structure repairs	1470		85,827.64	85,827.64	85,827.64	85,827.64	Complete
AW	Staff Training	1408		124,528.75	107,341.81	107,341.81	107,341.81	Complete
AW	Security-CFP Portion Salary	1408		1,034,015.79	1,044,361.60	1,046,074.93	1,046,074.93	Complete
Oates/Fowler	Demolition Zone Security	1408		9,207.48	16,281.88	16,281.88	16,281.88	Complete
AW	Resident Self-Sufficiency Programs	1408		75,000.00	75,000.00	75,000.00	75,000.00	Complete
AW	Information Technology Enhancements	1408		149,867.37	153,282.86	153,282.86	153,282.86	Complete

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				Original	Revised	Funds Obligated	Funds Expended	
AW	Computer Technical Assistance	1408		4,947.66	18,968.33	17,255.00	17,255.00	Complete
AW	Resident Training	1408		0.00	1,300.00	1,300.00	1,300.00	Complete
AW	Security Uniforms	1475		12,590.20	12,590.20	12,590.20	12,590.20	Complete
AW	Security Vehicles	1475		70,176.00	70,176.00	70,176.00	70,176.00	Complete
AW	Administration – Staff Salaries	1410		965,078.00	1,036,055.76	1,036,055.76	1,036,055.76	Complete
AW	CI Sundry Expenses	1410		55,951.91	46,214.82	46,214.82	46,214.82	Complete
AW	A&E Fees	1430		1,518,848.95	1,439,415.38	1,431,820.22	1,431,820.22	Complete
AW	Environmental Testing	1430		16,000.25	16,000.25	16,000.25	16,000.25	Complete
AW	Façade & HVAC Design	1430		45,752.16	45,752.16	45,752.16	45,752.16	Complete
AW	Program Manager Capital Improvements	1430		1,864,347.00	1,929,749.37	1,991,292.78	1,991,292.78	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001708-99 Replacement Housing Factor Grant No:			Federal FY of Grant: 1999			
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	HQS Dwelling Structures	1460		0.00	73,844.00	73,844.00	73,844.00	Complete
AW	HQS Site Improvements	1450		0.00	77,418.25	77,418.25	77,418.25	Complete
AW	Relocation	1495		218,199.00	203,641.60	203,641.60	203,641.60	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001708-99 Replacement Housing Factor No:					Federal FY of Grant: 1999	
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 1-1 Lamar Terrace	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-2 Foote Homes	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-7 Oates Manor	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-8,11 Cleaborn Homes	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-10 Lauderdale Courts	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-12 Fowler Homes	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-13 Barry Homes	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-14 Venson Center	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-15 Graves Manor	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001708-99 Replacement Housing Factor No:					Federal FY of Grant: 1999	
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 1-18 Jefferson Square	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-20 Horn Lake Heights	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-23 Borda Towers	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-31 Cypresswood	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-32 Hawkins Mill	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			
TN 1-33 Texas Courts	Sep 01	Dec 01	Dec 01	Sep 03	Dec 02			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-99			Federal FY of Grant: 1999
<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, 2002 <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	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	0.00	0.00	0.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	0.00	0.00	0.00	0.00
10	1460 Dwelling Structures	0.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Non-dwelling Structures	0.00	0.00	0.00	0.00
13	1475 Non-dwelling Equipment	0.00	0.00	0.00	0.00
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1498 Development Activities	99,464.00	0.00	99,464.00	0.00
	1501 Collateralization or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-99	Federal FY of Grant: 1999
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2002 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	99,464.00	0.00	99,464.00	0.00
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				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-99				Federal FY of Grant: 1999		
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 1-10 Lauderdale Courts	Contribution to Mixed Finance Development Agreement	1498		99,464		99,464		Demolition/ Remediation stage to begin

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: TN43R001501-99				Federal FY of Grant: 1999	
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 1-10 Lauderdale Courts	Sep-01			Sep-03			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report						
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary						
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000	
<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, 2002 <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	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	
3	1408 Management Improvements	640,478.62	714,195.20	714,195.20	311,874.06	
4	1410 Administration	25,450.00	43,710.50	43,710.50	44,621.39	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	1,594,125.82	2,538,318.22	2,538,318.22	263,690.07	
8	1440 Site Acquisition					
9	1450 Site Improvement	605,365.48	635,757.15	635,757.15	558,287.85	
10	1460 Dwelling Structures	2,481,518.17	2,421,126.35	2,421,126.35	445,935.76	
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures	0.00	0.00	0.00	0.00	
13	1475 Non-dwelling Equipment	7,548.15	24,032.12	24,032.12	14,004.11	
14	1485 Demolition	20,000.00	29,695.00	29,695.00	29,695.00	
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs	138,593.91	210,251.66	210,251.66	66,294.41	
18	1498 Development Activities	4,155,670.85	3,051,664.80	3,051,664.80	612,082.60	
19	1501 Collateralization or Debt Service					

Annual Statement/Performance and Evaluation Report						
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary						
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000	
<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, 2002 <input type="checkbox"/> Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
20	1502 Contingency	11,168,751.00	11,168,751.00	11,168,751.00	3,846,485.25	
21	Amount of Annual Grant: (sum of lines 2 – 20)					
22	Amount of line 21 Related to LBP Activities					
23	Amount of line 21 Related to Section 504 compliance	213,795.14	142,069.47	69,979.70	27,767.99	
24	Amount of line 21 Related to Security – Soft Costs					
25	Amount of Line 21 Related to Security – Hard Costs					
26	Amount of line 21 Related to Energy Conservation Measures					

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000			
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 1-1 Lamar Terrace	Emergency Sewer Repairs	1450		1,530.00	1,530.00	1,530.00	1,530.00	Complete
TN 1-2 Foote Homes	Emergency Sewer Repairs	1450		50,138.52	50,138.52	50,138.52	50,138.52	Complete
TN 1-5,9 Dixie Homes	Comprehensive Renovations/Improvements	1460		54,320.00	0.00	0.00	0.00	Moving to another grant
TN 1-5,9 Dixie Homes	Unit Rehab for Vacancy Consolidation	1460		357,516.14	356,555.38	279,846.72	59,060.93	Construction underway
TN 1-5,9 Dixie Homes	Emergency Sewer Repairs	1450		15,785.75	15,785.75	15,785.75	15,785.75	Complete
TN 1-8 Cleaborn Homes	Dwelling Unit Repairs	1460		695,871.95	369,716.70	433,053.36	0.00	In Progress
TN 1-8 Cleaborn Homes	Unit Rehab for Vacancy Consolidation	1460		0.00	0.00	299,534.00	93,203.75	In Progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:				Federal FY of Grant: 2000		
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	Emergency Sewer Repairs	1450		18,481.40	14,579.38	14,579.38	14,579.38	Complete
TN 1-10 Lauderdale Courts	Contribution to Mixed Finance Development Agreement	1498		4,155,670.85	3,051,664.80	3,051,664.80	612,082.60	Demolition/ Remediation underway
TN 1-10 Lauderdale Courts	Demolition	1485		20,000.00	17,195.00	17,195.00	17,195.00	Complete
TN 1-13 Barry Homes	Site Improvements	1450		87,603.00	68,295.00	58,912.27	58,912.27	Construction underway
TN 1-13 Barry Homes	Building Envelope Repairs	1460		936,559.97	1,100,419.26	933,573.80	2,058.37	Construction underway
TN 1-13 Barry Homes	Construction Zone Security	1408		0.00	57,792.00	57,792.00	44,474.50	In Process
TN 1-13 Barry Homes	Demolition	1485		0.00	12,500.00	12,500.00	12,500.00	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:				Federal FY of Grant: 2000		
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	Site Improvements	1450		0.00	0.00	2,163.50	2,163.50	Complete
TN 1-14 Venson Center	Building Envelope Repairs	1460		1,570.11	39,520.11	1,570.11	1,570.11	Complete
TN 1-15 Graves Manor	Renovate Community Building	1470		0.00	0.00	0.00	0.00	Moved to another grant
TN 1-15 Graves Manor	Unit Rehab for Vacancy Consolidation	1460		0.00	0.00	0.00	0.00	Moved to another grant
TN 1-18 Jefferson Square	Site Improvements	1450		0.00	0.00	149,236.25	134,030.18	Construction underway
TN 1-18 Jefferson Square	Building Envelope Repairs	1460		0.00	51,983.00	153,487.46	31,130.40	Construction underway
TN 1-20 Horn Lake Heights	A&E Fees	1430		150,000.00	152,087.36	166,543.11	0.00	Design underway

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:				Federal FY of Grant: 2000		
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 Heights	Unit Rehab for Vacancy Consolidation	1460		0.00	0.00	0.00	0.00	Item deleted
TN 1-20 Horn Lake Heights	Demolition of Non-viable units	1485		0.00	0.00	0.00	0.00	Moved to later grant
TN 1-23 Borda Towers	Site Improvements	1450		0.00	0.00	12,295.00	12,295.00	Complete
TN 1-23 Borda Towers	Building Envelope Repairs	1460		0.00	0.00	0.00	0.00	Moved to earlier grants
TN 1-30 Ford Road	A&E Fees for Comprehensive Modernization	1430		187,067.11	187,067.11	193,158.61	0.00	Design underway
TN 1-31 Cypresswood	A&E Fees for Comprehensive Modernization	1430		150,000.00	150,000.00	161,035.35	0.00	Design underway
TN 1-32 Hawkins Mill	A&E Fees for Comprehensive Modernization	1430		150,000.00	150,000.00	163,164.18	0.00	Design underway

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:				Federal FY of Grant: 2000		
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 1-32 Hawkins Mill	Unit Rehab for Vacancy Consolidation	1460		0.00	0.00	0.00	0.00	Work item deleted
TN 1-45 Alabama Plaza	Roofing Repair	1460		80,000.00	69,717.00	0.00	0.00	Moved to earlier grant
AW	Site Improvements – HQS	1450		223,651.82	355,192.50	272,970.25	253,542.25	Construction underway
AW	Dwelling Structures – HQS	1460		355,680.00	433,214.90	320,060.90	258,912.20	Construction underway
AW	Security Fencing	1450		208,174.99	130,236.00	58,146.23	15,311.00	Repairs underway
AW	Operating Subsidy	1406		1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	Complete
AW	Management Improvements	1408		10,490.57	3,889.05	4,716.25	4,716.25	Complete
AW	Staff Training	1408		116,710.92	127,046.83	125,419.63	71,392.40	In Progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000			
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	Resident Training	1408		11,051.00	11,051.00	11,851.00	6,043.00	In Progress
AW	Resident Training – RETC	1408		17,920.00	17,920.00	17,920.00	14,728.00	In Progress
AW	Resident Owned Business Development	1408		6,688.50	6,688.50	6,688.50	6,688.50	Complete
AW	Policies and Procedures Manual	1408		0.00	0.00	0.00	0.00	Moved to later grant
AW	Resident Self-Sufficiency Programs	1408		100,000.00	100,000.00	100,000.00	0.00	In Progress
AW	Organizational Assessment	1408		0.00	0.00	0.00	0.00	Moved to later grant
AW	Security Uniforms	1475		5,620.15	11,833.47	11,833.47	12,456.99	In progress
AW	Security Vehicle & Ancillary Items	1475		0.00	9,662.45	9,662.45	0.00	In progress
AW	Security Salaries	1408		377,617.63	389,807.82	389,807.82	163,831.41	In progress
AW	Relocation Staff Salaries	1410		20,700.00	20,700.00	16,783.00	0.00	In progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000			
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	A&E Fees	1430		957,058.71	1,899,163.75	1,854,416.97	263,690.07	In progress
AW	CI Sundry	1410		4,750.00	23,010.50	16,414.43	3,271.09	In progress
AW	Office Equipment & Furniture	1475		1,928.00	2,536.20	2,536.20	1,547.12	In progress
AW	Relocation	1495		138,593.91	210,251.66	210,251.66	66,294.41	In progress
AW	Administration, Salaries, Fringe Benefits	1410		0.00	0.00	10,513.07	41,350.30	In Progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001501-00 Replacement Housing Factor No:					Federal FY of Grant: 2000	
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 1-1 Lamar Terrace	Mar 02	Sep 02	Sep 02	Sep 03	Sep 03			
TN 1-2R Foote Homes	Mar02	Sep 02	Sep 02	Sep03	Sep03			
TN 1-5,9 Dixie Homes	Mar02	Sep 02	Sep 02	Sep03	Sep03			
TN 1-7 Oates Manor	Mar02	Sep 02	Sep 02	Sep03	Sep03			
TN 1-8,11 Cleaborn Homes	Mar02	Sep 02	Sep 02	Sep03	Sep03			
TN 1-10 Lauderdale Courts	Mar02	Sep 02	Sep 02	Sep03	Sep03			
TN 1-13 Barry Homes	Mar02	Sep 02	Sep 02	Sep03	Sep03			
TN 1-14 Venson Center	Mar02	Sep 02	Sep 02	Sep03	Sep03			
TN 1-15 Graves Manor	Mar02	Sep 02	Sep 02	Sep03	Sep03			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001501-00 Replacement Housing Factor No:					Federal FY of Grant: 2000	
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 1-18 Jefferson Square	Mar02	Sep 02	Sep 02	Sep03				
TN 1-23 Borda Towers	Mar02	Sep 02	Sep 02	Sep03				
TN 1-30 Ford Road	Mar02	Sep 02	Sep 02	Sep03				
TN 1-31 Cypresswood	Mar02	Sep 02	Sep 02	Sep03				
TN 1-32 Hawkins Mill	Mar02	Sep 02	Sep 02	Sep03				
AW Security Fencing	Mar02	Sep 02	Sep 02	Sep03				

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-00			Federal FY of Grant: 2000
<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, 2002 <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	0.00	0.00	0.00	0.00
3	1408 Management Improvements	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	0.00	1,049,651.00	1,049,651.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	0.00	0.00	0.00	0.00
10	1460 Dwelling Structures	0.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Non-dwelling Structures	0.00	0.00	0.00	0.00
13	1475 Non-dwelling Equipment	0.00	0.00	0.00	0.00
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1499 Development Activities	1,049,651.00	0.00	0.00	0.00

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-00	Federal FY of Grant: 2000
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2002 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
19	1501 Collateralization or Debt Service	0.00	0.00	0.00	0.00
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,049,651.00	1,049,651.00	1,049,651.00	0.00
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				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-00				Federal FY of Grant: 2000		
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 1-10 Lauderdale Courts	Contribution to Mixed Finance Development Agreement	1499		1,049,651.00	0.00	0.00	0.00	
TN 1-20 Hornlake Heights	A&E Fees for Revitalization Design	1430		0.00	262,412.75	277,913.54	0.00	Design underway
TN 1-30 Ford Road Apts	A&E Fees for Revitalization Design	1430		0.00	262,412.75	223,360.54	0.00	Design underway
TN 1-31 Cypresswood	A&E Fees for Revitalization Design	1430		0.00	262,412.75	283,360.87	0.00	Design underway
TN 1-32 Hawkins Mill	A&E Fees for Revitalization Design	1430		0.00	262,412.75	265,016.05	0.00	Design underway

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: TN43R001501-00				Federal FY of Grant: 2000	
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 1-10 Lauderdale Courts	Mar-02			Sep-03			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:	Federal FY of Grant: 2001
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2002 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	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00
3	1408 Management Improvements	943,444.00	1,381,060.50	89,433.62	33,881.19
4	1410 Administration	220,700.00	620,700.00	607,163.92	106,970.93
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,271,470.00	2,252,189.61	864,594.70	496.63
8	1440 Site Acquisition	20,000.00	20,000.00	2,400.00	0.00
9	1450 Site Improvement	79,853.00	1,641,583.19	1,538,008.84	283,708.52
10	1460 Dwelling Structures	1,368,406.00	873,385.26	729,043.68	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	375,000.00	0.00	0.00	0.00
13	1475 Non-dwelling Equipment	6,600.00	63,600.00	16,305.10	16,215.10
14	1485 Demolition	900,000.00	732,800.00	732,800.00	221,600.00
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	157,000.00	200,000.00	3,000.00	0.00
18	1498 Development Activities	4,956,702.00	2,513,856.44	2,513,856.44	0.00
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	11,299,175.00	11,299,175.00	8,096,606.30	1,662,872.37

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:	Federal FY of Grant: 2001
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2002 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
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				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
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 1-1 Lamar Terrace	Fencing	1450		0.00	0.00	31,100.00	0.00	In Progress
TN 1-2 Foote Homes	Emergency Sewer Repairs	1450		0.00	50,000.00	0.00	0.00	Moved to earlier grant
TN 1-5,9 Dixie Homes	Sewer System Repairs	1450		0.00	821,169.68	821,169.68	155,983.81	Repairs underway
TN 1-5,9 Dixie Homes	Emergency Sewer Repairs	1450		0.00	0.00	0.00	0.00	
TN 1-8 Cleaborn Homes	Sewer System/Landscaping	1450		0.00	553,084.67	553,084.67	127,724.71	Repairs underway
TN 1-8 Cleaborn Homes	Emergency Sewer Repairs	1450		0.00	0.00	0.00	0.00	
TN 1-8 Cleaborn Homes	Unit Rehab for Vacancy Consolidation	1460		0.00	299,534.00	0.00	0.00	Moved to earlier grant

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
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 1-1 Lamar Terrace	Fencing	1450		0.00	0.00	31,100.00	0.00	In Progress
TN 1-8,11 Cleaborn Homes	Demolition of Non-Viable Units	1485		0.00	728,000.00	728,000.00	216,800.00	In progress
TN 1-10 Lauderdale Courts	Contribution to Master Development Agreement	1498		0.00	2,513,856.44	2,513,856.44	0.00	Demolition/ Remediation underway
TN 1-10 Lauderdale Courts	Site Improvements	1450		0.00	18,748.00	18,748.00	0.00	In Progress
TN 1-12 Fowler Homes	Demolition	1485		0.00	4,800.00	4,800.00	4,800.00	Complete
TN 1-13 Barry Homes	Building Envelope Repairs	1460		0.00	462,802.00	729,043.68	0.00	In Progress
TN 1-13 Barry Homes	Site Improvements	1450		0.00	6,013.00	113,906.49	0.00	In Progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
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 1-1 Lamar Terrace	Fencing	1450		0.00	0.00	31,100.00	0.00	In Progress
TN 1-14 Venson Center	Site Improvements	1450		0.00	1,932.00	0.00	0.00	Moved to earlier grant
TN 1-18 Jefferson Square	Building Envelope Repairs	1460		0.00	101,504.46	0.00	0.00	Moved to earlier grant
TN 1-18 Jefferson Square	Site Improvements	1450		0.00	34,949.65	0.00	0.00	Moved to earlier grant
TN 1-20 Horn Lake Heights	Demolition of Non-viable units	1485		500,000.00	0.00	0.00	0.00	Moved to later year
TN 1-20 Horn Lake Heights	Unit Rehab for Vacancy Consolidation	1460		506,077.00	0.00	0.00	0.00	Work Item deleted
TN 1-23 Borda Towers	Building Envelope Repairs	1460		0.00	9,544.80	0.00	0.00	Moved to earlier grant

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
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 1-1 Lamar Terrace	Fencing	1450		0.00	0.00	31,100.00	0.00	In Progress
TN 1-23 Borda Towers	Site Improvements	1450		0.00	8,107.20	0.00	0.00	Moved to earlier grant
TN 1-30 Ford Road	Unit Rehab for Vacancy Consolidation	1460		577,588.00	0.00	0.00	0.00	Work Item deleted
TN 1-31 Cypresswood	Unit Rehab for Vacancy Consolidation	1460		284,741.00	0.00	0.00	0.00	Work item deleted
TN 1-32 Hawkins Mill	Comprehensive Modernization	1498		3,983,304.00	0.00	0.00	0.00	Moved to earlier grant
TN 1-32 Hawkins Mill	Demolition of Non-viable units	1485		400,000.00	0.00	0.00	0.00	Moved to later year
AW – Porter Gym	Repairs	1470		375,000.00	0.00	0.00	0.00	Moved to later year

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
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 1-1 Lamar Terrace	Fencing	1450		0.00	0.00	31,100.00	0.00	In Progress
AW	Security Fencing	1450		79,853.00	97,578.99	0.00	0.00	Moved to earlier grant
AW	Site Improvements HQS	1450		0.00	50,000.00	0.00	0.00	Moved to earlier grant
AW	Non-dwelling Equipment	1475		0.00	30,000.00	0.00	0.00	Deleted Item
AW	Dwelling Structures HQS	1460		0.00	0.00	0.00	0.00	
AW	Acquisition – Watkins Manor	1498		973,398.00	0.00	0.00	0.00	Work Item Deleted
AW	Operating Subsidy	1406		1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	Complete
AW	Administration, Salaries, Fringes	1410		150,000.00	550,000.00	550,000.00	95,827.34	In Progress
AW	CI Sundry Expenses	1410		50,000.00	50,000.00	57,163.92	11,143.59	In Progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
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 1-1 Lamar Terrace	Fencing	1450		0.00	0.00	31,100.00	0.00	In Progress
AW	Staff Training	1408		100,000.00	100,000.00	40,396.00	17,356.89	In Progress
AW	Resident Training	1408		50,000.00	220,260.50	34,782.58	16,524.30	In Progress
AW	Resident Owned Business Development	1408		75,000.00	0.00	0.00	0.00	Item moved forward
AW	Policies and Procedures Manual	1408		0.00	20,000.00	0.00	0.00	Moved to earlier grant
AW	Organizational Assessment	1408		0.00	50,000.00	0.00	0.00	Moved to earlier grant
AW	CFP Portion Security Salaries	1408		435,800.00	435,800.00	0.00	0.00	Moved to earlier grant
AW	Security Uniforms	1475		6,600.00	6,600.00	996.42	996.42	In Progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
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 1-1 Lamar Terrace	Fencing	1450		0.00	0.00	31,100.00	0.00	In Progress
AW	A&E Fees	1430		943,135.00	2,252,189.61	864,594.70	496.63	Design underway
AW	Real Estate Appraisals	1440		20,000.00	20,000.00	2,400.00	0.00	In Progress
TN 1-10 Lauderdale Courts	Program Manager	1430		328,335.00	0.00	0.00	0.00	
AW	Information Technology Enhancements	1408		282,644.00	550,000.00	0.00	0.00	
AW	Computer Hardware	1475		0.00	27,000.00	15,308.68	15,218.68	In Progress
AW	Computer Software	1408		0.00	5,000.00	14,255.04	0.00	
AW	Relocation	1495		157,000.00	200,000.00	3,000.00	0.00	
AW	Relocation Staff Salaries	1410		20,700.00	20,700.00	0.00	0.00	Combined with Admin

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
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 1-1 Lamar Terrace	Fencing	1450		0.00	0.00	31,100.00	0.00	In Progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001501-01 Replacement Housing Factor No:				Federal FY of Grant: 2001	
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 Heights	Jun 03	--		Jun 05	--		
TN 1-21 Montgomery Plaza	Jun 03	--		Jun 05	--		
TN 1-30 Ford Road	Jun 03	--		Jun 05	--		
TN 1-31 Cypresswood	Jun 03	--		Jun 05	--		
TN 1-32 Hawkins Mill	Jun 03	--		Jun 05	--		
TN 1-33 Texas Courts	Jun 03	--		Jun 05	--		
Porter Gym	Jun 03	--		Jun 05	--		
Security Fencing	Jun 03	--		Jun 05	--		
Acquisition –Watkins Manor	Jun 03	--		Jun 05	--		

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary						
PHA Name Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN 43R001501-01			Federal FY of Grant: 2001	
<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, 2002 <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	0.00	0.00	0.00	0.00	
3	1408 Management Improvements Soft Costs	0.00	0.00	0.00	0.00	
	Management Improvements Hard Costs	0.00	0.00	0.00	0.00	
4	1410 Administration	0.00	0.00	0.00	0.00	
5	1411 Audit	0.00	0.00	0.00	0.00	
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00	
7	1430 Fees and Costs	0.00	1,201,871.00	0.00	0.00	
8	1440 Site Acquisition	0.00	0.00	0.00	0.00	
9	1450 Site Improvement	0.00	0.00	0.00	0.00	
10	1460 Dwelling Structures	0.00	0.00	0.00	0.00	
11	1465.1 Dwelling Equipment—Nonexpendable	0.00	0.00	0.00	0.00	
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00	
13	1475 Nondwelling Equipment	0.00	0.00	0.00	0.00	
14	1485 Demolition	0.00	0.00	0.00	0.00	
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00	
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00	
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00	
18	1499 Development Activities	1,201,871.00	0.00	0.00	0.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN 43R001501-01	Federal FY of Grant: 2001
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2002 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
19	1502 Contingency	0.00	0.00	0.00	0.00
	Amount of Annual Grant: (sum of lines 2- 19)	1,201,871.00	1,201,871.00	0.00	0.00
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-01				Federal FY of Grant: 2001			
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
AW	Acquisition – Richmond Place		1499		1,201,871.00		0.00	0.00	
TN 1-20 Hornlake Heights	A&E Fees for Revitalization Design		1430		0.00	300,467.75	0.00	0.00	
TN 1-30 Ford Road Apts	A&E Fees for Revitalization Design		1430		0.00	300,467.75	0.00	0.00	
TN 1-31 Cypresswood	A&E Fees for Revitalization Design		1430		0.00	300,467.75	0.00	0.00	
TN 1-32 Hawkins Mill	A&E Fees for Revitalization Design		1430		0.00	300,467.75	0.00	0.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Memphis		Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: TN43R001501-01				Federal FY of Grant: 2001	
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	
<i>Physical Improvements</i>							
RHF – Acquisition (Richmond Place)	Mar-03	Dec-03		Sep-04	Sep-04		

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002
<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	1,673,428.00			
3	1408 Management Improvements	675,800.00			
4	1410 Administration	220,700.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	2,383,550.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	300,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	31,600.00			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	618,925.00			
18	1498 Development Activities	2,463,140.00			
19	1501 Collaterization or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	8,367,143.00			
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				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002			
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	02001	1,673,428.00				
AW	Administration, Technical Salaries, Fringes	1410	02002	170,700.00				
AW	CI Sundry Expense	1410	02003	50,000.00				
AW	Staff Training	1408	02004	100,000.00				
AW	Resident Training	1408	02005	50,000.00				
AW	Resident Owned Business Development	1408	02006	75,000.00				
AW	Computer Software	1408	02007	15,000.00				
AW	Computer Hardware	1475	02008	25,000.00				
AW	CFP Portion Security Salary	1408	02009	435,800.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002			
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	Security Uniforms	1475	02010	6,600.00				
AW	Architectural/Engineering Services	1430	02011	1,583,550.00				
AW	Program Manager Capital Improvements	1430	02012	800,000.00				
AW	Real Estate Appraisals	1440.5	02013	0				
AW	Relocation	1495	02014	618,925.00				
TN 1-31 Cypresswood	Revitalization	1498	02015	536,825.63				
TN 1-32 Hawkins Mills	Revitalization	1498	02016	1,926,314.37				
AW	Lead Abatement Program	1460	02017	300,000.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001501-02 Replacement Housing Factor No:				Federal FY of Grant: 2002	
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 1-31 Cypresswood	Jul-04			Jul-06			
TN 1-32 Hawkins Mill	Jul-04			Jul-06			
AW Lead Abatement Program	Jul-04			Jul-06			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-02			Federal FY of Grant: 2002
<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	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	1,107,916.00			
19	1501 Collateralization or Debt Service				

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-02	Federal FY of Grant: 2002
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,107,916.00			
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				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-02			Federal FY of Grant: 2002			
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 1-32 Hawkins Mill	Revitalization	1498		1,107,916.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: TN43R001501-02				Federal FY of Grant: 2002	
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 1-32 Hawkins Mill	Dec-04			Dec-05			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003
<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	800,000.00			
3	1408 Management Improvements	585,800.00			
4	1410 Administration	595,700.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	2,156,065.00			
8	1440 Site Acquisition	641,641.00			
9	1450 Site Improvement	428,270.00			
10	1460 Dwelling Structures	850,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	500,000.00			
13	1475 Non-dwelling Equipment	6,600.00			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	100,000.00			
18	1498 Development Activities	1,703,067.00			
19	1501 Collaterization or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	8,367,143.00			
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				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003		
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	02001	800,000.00				
AW	Administration, Technical Salaries, Fringes	1410	02002	545,700.00				
AW	CI Sundry Expense	1410	02003	50,000.00				
AW	Staff Training	1408	02004	100,000.00				
AW	Resident Training	1408	02005	50,000.00				
AW	Security Salary/Fringes	1408	02006	435,800.00				
AW	Security Uniforms	1475	02007	6,600.00				
AW	Architectural/Engineering Services	1430	02008	2,156,065.00				
AW	Real Estate Appraisals	1440.5	02009	20,000.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003		
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	Building Acquisitions	1440	02010	621,641.00				
AW	Site Improvements (REAC)	1450	02011	43,270.00				
AW	Site Improvements (REAC)	1460	02012	250,000.00				
AW	Relocation	1495	02013	100,000.00				
TN 1-02 Foote Homes	Sewer System Repairs	1450	02014	85,000.00				
TN 1-05 Dixie Homes	Landscaping	1450	02015	150,000.00				
TN 1-05 Dixie Homes	Unit Modernization & Repairs	1460	02016	300,000.00				
TN 1-05 Dixie Homes	Nondwelling Unit Construction (Laundry)	1470	02017	250,000.00				
TN 1-08 Cleaborn Homes	Landscaping	1450	02018	150,000.00				

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
 Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003		
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 1-08 Cleaborn Homes	Unit Modernization & Repairs	1460	02019	300,000.00				
TN 1-08 Cleaborn Homes	Nondwelling Unit Construction (Laundry)	1470	02020	250,000.00				
TN 1-20 Hornlake	Demolition & Revitalization	1498	02021	\$1,703,067.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001501-03 Replacement Housing Factor No:				Federal FY of Grant: 2003	
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 1-02 Foote Homes	Jun-05			Jun-07			
TN 1-05 Dixie Homes	Jun-05			Jun-07			
TN 1-08 Cleaborn Homes	Jun-05			Jun-07			
TN 1-20 Hornlake	Jun-05			Jun-07			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R00150103			Federal FY of Grant: 2003
<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	100,000.00			
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	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development	1,007,916.00			
19	1501 Collaterization or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R00150103	Federal FY of Grant: 2003
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:) Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,107,916.00			
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				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-03				Federal FY of Grant: 2003		
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 1-1 Lamar Terrace	Revitalization	1498		\$100,000				
TN 1-12 Fowler Homes	Revitalization Design	1430		\$100,000				
TN 1-31 Cypresswood	Revitalization	1498		\$456,084				
TN 1-32 Hawkins Mill	Revitalization	1498		\$451,832				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: TN43R001501-03				Federal FY of Grant: 2003	
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 1-31 Cypresswood	Jun-05			Jun-07			
TN 1-32 Hawkins Mill	Jun-05			Jun-07			

CAPITAL FUND PROGRAM FIVE YEAR ACTION PLAN

Capital Fund Program Five-Year Action Plan

Part I : Summary

PHA Name: Memphis Housing Authority		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2004 PHA FY:	Work Statement for Year 3 FFY Grant: 2005 PHA FY:	Work Statement for Year 4 FFY Grant: 2006 PHA FY:	Work Statement for Year 5 FFY Grant: 2007 PHA FY:
	Annual Statement				
TN 1-2 Foote Homes			375,000		
TN 1-5,9 Dixie Homes		200,000			
TN 1-07 Oates Manor			1,783,444		
TN 1-8 Cleaborn Homes		90,000			
TN 1-13 Barry Homes				65,503	1,098,425
TN 1—14 Venson				1,163,928	
TN 1-18 Jefferson					118,534
TN 1-23 Borda				609,915	554,013
AW Building Acquisitions		3,478,359			
CFP Funds Listed for 5 Year Planning		7,719,859	6,201,459	4,683,059	3,875,059
Replacement Housing Factor Funds		1,755,200	3,273,600	4,792,000	5,600,000

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

Activities for Year 1	Activities for Year : <u>2</u> ____ FFY Grant: 2004 PHA FY:			Activities for Year: <u>3</u> ____ FFY Grant: 2005 PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	TN 1-5 Dixie Homes	Landscaping	200,000	TN1-2 Foote Homes	Vacant Unit Repairs	375,000
Statement	TN 1-8 Cleaborn	Unit Modernization & Repairs	90,000	TN 1-7 Oates Manor	Demo & Revitalization	1,783,444
	AW	Building Acquisitions	3,478,359	TN 1-23 Borda Towers	Unit Modernization & Repairs	609,915
	AW	Staff Training	100,000	TN 1-12 Fowler Homes	Revitalization (RHF)	2,000,000
	AW	Resident Training	50,000	AW	Acquisitions-Other (RHF)	1,273,600
	AW	Computer Hardware	25,000	AW	Staff Training	100,000
	AW	Security Salaries	435,800	AW	Resident Training	50,000
	AW	Security Uniforms	6,600			
	AW	Administration	670,700	AW	Security Salaries	435,800
	AW	Management Improvements (HQ Move)	680,654	AW	Security Uniforms	6,600
	AW	A&E Fees	2,255,200	AW	Administration	670,700
	AW	Information Tech Enhancement	800,000			
	AW	CI Sundry Expenses	50,000	AW	A&E Fees	500,000
	AW	Computer Software	15,000	AW	Information Tech Enhancement	800,000
	AW	Relocation	300,000	AW	CI Sundry Expenses	50,000
	AW	Contingency	317,746	AW	Real Estate Appraisals	20,000
				AW	Relocation	300,000
				AW	Contingency	500,000
Total CFP/RHF Estimated Cost			\$ 9,475,059			\$ 9,475,059

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

Activities for Year :__4__ FFY Grant: 2006 PHA FY:			Activities for Year: _5_ FFY Grant: 2007 PHA FY:		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
TN 1-13 Barry Homes	Unit Modernization &Repairs	65,503	TN 1-13 Barry Homes	Unit Modernization &Repairs	1,098,425
TN 14 Venson	Unit Modernization &Repairs	1,163,928	TN 1-18 Jefferson	Unit Modernization &Repairs	118,534
TN 1-5 Dixie Homes	Revitalization (RHF)	4,572,640	TN 1-5 Dixie Homes	Revitalization (RHF)	4,000,000
TN 1-23 Borda	Unit Modernization &Repairs	554,013	AW	Staff Training	100,000
AW	Staff Training	100,000	AW	Resident Training	50,000
AW	Resident Training	50,000	AW	Security Salaries	435,800
AW	Security Salaries	435,800	AW	Security Uniforms	6,600
AW	Security Uniforms	6,600	AW	Administration	670,700
AW	Administration	670,700	AW	A&E Fees (incl. RHF)	836,768
AW	A&E Fees	371,515	AW	Computer Hardware	25,000
AW	Computer Software	15,000	AW	CI Sundry Expenses	50,000
AW	CI Sundry Expenses	50,000	AW	Real Estate Appraisals	20,000
AW	Computer Hardware	25,000	AW	Relocation	300,000
AW	Relocation	675,000	AW	Contingency	500,000
AW	Contingency	500,000	AW	Debt Service (RHF)	1,263,232
AW	Debt Service (RHF)	219,360			
Total CFP/RHF Estimated Cost		\$ 9,475,059			\$ 9,457,059

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. 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 and 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.

III. 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.

IV. 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.

V. 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. The Executive Director or his designee on a case-by-case basis will review other domesticated animals.**
- F. Reptiles, insects, non-domesticated rodents, farm animals and birds of prey are not permitted.**
- G. Residents are expressly prohibited from feeding or harboring stray animals.**

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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 (thirty) 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 understands and acknowledges 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.

COMMUNITY SERVICE/SELF SUFFICIENCY POLICY

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 childcare 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 20 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 no 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 at 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 necessarily 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 (30) 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 a 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 _____ SSN# _____

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
			Total Hours should equal 96			

BEFORE THE MEMPHIS HOUSING AUTHORITY

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IN RE:

PUBLIC HEARING FOR ANNUAL AND FIVE-YEAR PLAN

BE IT REMEMBERED, that the foregoing Public Hearing was held on this the 3rd day of March, 2003, beginning at approximately 9:30 a.m., at the offices of the Memphis Housing Authority, 700 Adams Avenue, Memphis, Tennessee.

ALPHA REPORTING CORPORATION
KORIAN NEAL, RPR, CCR
100 NORTH MAIN BUILDING, LOBBY
MEMPHIS, TENNESSEE 38013
(901) 523-8974

PROCEEDINGS

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MS. STOKES: Good morning. We'll begin the city wide council meeting. My name is Gia Stokes, director of accounting for Memphis Housing Authority. I will be the moderator for this city wide council public hearing for MHA's 2003 annual and five-year plan.

The purpose of the plan began with QUAHRA, Quality Housing and Responsibility Act of 1998, which requires that public housing agencies submit an annual and five-year plan to HUD. The annual plan provides details about the agency's current operations, and the five-year plan addresses our long-term goals. The plan must be consistent with the City of Memphis' consolidated plan. The plan has been available for public comment for public viewing

18 for 45 days at MHA in our human resources department
19 and at the main library on Poplar.

20 The update of our FY 2002 plan: We are
21 continuing our activities. We're replacing obsolete
22 legal public housing stock. We are also trying to
23 guarantee housing for current residents as they leave
24 our developments. And our new Hope 6s are back on

3

1 line. We have been providing mobility to -- mobility
2 counseling to our residents who have been relocated
3 due to safety reasons or demolition disposition
4 activity that has gone on through Memphis Housing
5 Authority for our plan year. We have been renovating
6 and looking at viable family housing opportunities.

7 We have been modernizing our senior
8 developments with building systems improvements at the
9 high-rises. We have begun site-based professional
10 management at our College Park location. We also are
11 continuing to bring aboard collaborations to
12 coordinate our case management activities at the
13 Housing Authority. We are also trying to continue our
14 efforts with increased job opportunities with the
15 training program downstairs, which initially began as
16 the Walgreen's resident training program, but it has
17 now expanded to the Memphis Area -- satellite for the
18 Memphis Area Career Center.

19 We did make changes in the lease last
20 year, and we put the lease changes into circulation
21 during our plan year last year. And the agency is
22 continuing our efforts in restructuring and
23 reorganizing in order to basically manage the agency
24 efficiently and provide safe and sanitary, decent

4

1 housing for our residents.

2 I will provide an overview of the
3 contents of our FY 2003 annual plan. The plans were
4 submitted to all resident presidents.

5 For the five-year plan area of the annual
6 plan, it basically discusses our mission, which is to

7 provide community revitalization through a seamless
8 system of supportive services, affordable housing, and
9 new business development. And our goal is to expand
10 the supply of assisted housing, improve the quality of
11 assisted housing, increase assisted housing choices,
12 provide an improved living environment, promote
13 self-sufficiency and asset development of assisted
14 households, and ensure equal opportunity and fair
15 housing for our clients.

16 Now, during our 2003 annual plan and
17 supporting documents, our executive summary states
18 that MHA is planning on replacement of our housing --
19 our obsolete housing stock. We plan to continue
20 guaranteeing housing for current residents. And we
21 want to provide mobility counseling for relocated
22 residents. We want to renovate viable family housing.
23 We want to modernize our senior disabled development.
24 We want to reduce our vacancies through vacancy

5

1 consolidation. We want to establish site-based
2 professional management. And we want coordinate our
3 case management with other cooperative agencies
4 throughout Memphis. And we want to continue
5 increasing our job opportunities. We also want to
6 continue enforcing our new lease and restructuring the
7 agency.

8 Now, throughout our summary of the plan,
9 if you have any questions or comments in any of the
10 areas, please state your name first before asking the
11 question so that it may be documented appropriately
12 with our court reporter. Thank you.

13 MR. BALDWIN: Repeat that again,
14 Ms. Stokes.

15 MS. STOKES: Throughout our discussions
16 of the plan, if you have any questions or comments,
17 please state your name clearly for the court reporter
18 so that it can be appropriately documented.

19 MR. BALDWIN: Okay. I'm Larry Baldwin,
20 the city wide council president. What's really
21 getting me is you're saying you got another five-year
22 plan. We just -- we just got out of a five-year plan
23 a couple of years ago, and I'm trying to find out
24 where this -- is this still -- or this is a new

1 five-year plan? Because we -- we just got out of a
2 five-year plan a couple of years ago.

3 MS. STOKES: No. The plan year -- the
4 first plan year that was developed by QUAHRA was 2000.
5 So the plan will continuously be updated and rolled
6 forward each year.

7 MR. BALDWIN: So what you're saying is
8 you're updating the plan?

9 MS. STOKES: Yes.

10 MR. BALDWIN: The five-year plan?

11 MS. STOKES: Yes. Based on factors that
12 have occurred throughout our environment, changes in
13 HUD requirements, changes in funding, we are required
14 to present our annual and five year-plans to the
15 residents and also to the public for public comment.

16 MR. BALDWIN: Okay. And another thing,
17 there were some things that we did not even put into
18 that lease that was in the lease, and before we know
19 anything, it was out.

20 MS. STOKES: We will discuss the lease.
21 Mr. Perry will discuss specifically certain lease
22 changes, and you will be able to provide comments to
23 the agency by submitting a memo to the executive
24 director. And we will review those comments and

1 consider them for inclusion in the lease.

2 MR. BALDWIN: Okay. Because I don't want
3 them to tell us one thing and then do something else.
4 That's my whole thing being in with this. I spoke
5 this before a couple of years ago. You tell us one
6 thing, and then you do something else. So let's just
7 get it together. When we come with our comments and
8 our concerns and things, hopefully that's being
9 considered, not telling us one thing and then do
10 something else. Thank you.

11 MS. STOKES: Okay. In the area of
12 housing needs, overall the data that was obtained for
13 our housing needs in the PHA plan was obtained from
14 the 2003 City of Memphis consolidated plan, our
15 current Section 8 waiting list, and our current public
16 housing waiting list. This area identifies Memphis

17 Housing Authority's strategies to address the housing
18 needs of low-income households. Were there any
19 questions or concerns in that area?

20 Area 2, Financial Resources. We are
21 projecting financial resources for fiscal year 2003, a
22 total of 103 million dollars in order for us to
23 continue our efforts with providing safe, decent,
24 sanitary housing for our residents. Are there any

8

1 questions or concerns in that area?

2 Section 3, Public Housing Authority
3 Policies Governing Eligibility, Selection, and
4 Admissions. This area outlines our current criteria
5 for public housing and Section 8 eligibility,
6 selection, and admission. During our FY 2000 plan
7 year, we do plan to implement site-based waiting lists
8 at all developments. That area has not changed from
9 last year.

10 MS. COOPER: I have a question back here
11 on Page 9. I don't know if this is really -- the
12 majority of the waiting list for two-bedroom
13 apartments?

14 MS. STOKES: Are you asking me a
15 question?

16 MS. COOPER: Is there any particular
17 reason why it's so much more than everybody else's?

18 MS. STOKES: Waiting list data?

19 MS. COOPER: Yeah. I was thinking that
20 probably would be -- the majority of the waiting list
21 would be for the three, four, and five bedrooms. It
22 seems like the majority of them is for two bedrooms.
23 Is it that we have fewer two bedrooms, or is it just
24 more people waiting for two bedrooms?

9

1 MR. WEBB: My name is William Webb.
2 Based on the data that was collected just recently,
3 that's the mix that we have. We don't really have an
4 explanation as to why that particular two-bedroom size
5 is what's, you know, needed out there, but you know,
6 that's the data that's out there.

7 MS. COOPER: I might save this for
8 comment more than anything because I had been speaking
9 with a few of the residents. We had a community
10 meeting. And it seems like the majority of the people

11 who need the most help are the ones coming from one
12 and two-bedroom apartments, you know. And I think
13 it's a combination of need from public housing or
14 affordable housing or whatever and maybe social
15 services, because it seems like the one and
16 two-bedroom people, the people with the fewer
17 household members, are in the most need and getting
18 the less help.

19 MR. WEBB: You know, one of the things
20 that we've just recently done is a capital project
21 over the last year or so was to convert zero bedrooms
22 over at Dixie to one and two-bedroom units. So we're
23 doing what we can as an agency, you know, to try to
24 bring in that one and two-bedroom group. So you know,

10

1 that's what we've done recently.

2 MR. SANDERS: I'm Albert Sanders from
3 Jefferson Square High-Rise. My question is about
4 eligibility. And the question I need to ask, if we
5 are really screening the seniors that come to the
6 high-rise. And one of the things that -- we're
7 getting a lot of people over there that's not by age,
8 but we're getting a lot of people who are coming into
9 the high-rise who are creating a lot of havoc. And
10 when you go and check back on them, I don't think
11 these people have been screened.

12 We had one resident who had been living
13 on the street. He's there creating a lot of problems.
14 So I don't -- and it doesn't seem like they are
15 screening the residents that are coming.

16 And the other question I want to ask, if
17 one person is creating havoc in one high-rise, why
18 would you transfer them to another high-rise?

19 MS. STOKES: So you would like for us to
20 look more into our screening processes?

21 MR. SANDERS: I sure would, ma'am. Yes,
22 ma'am.

23 MR. BALDWIN: On the screening part, I
24 attended some of the screening, and they are being

11

1 screened. I just guess we're just picking up some bad
2 people. But they are being screened and background
3 check.

4 MS. STOKES: We do that.

5 **MR. BALDWIN:** Yeah. They are doing that,
6 because I personally, myself, have come down to make
7 sure that has happened because we have a lot of
8 problems, particularly after the few incidents that we
9 have had. I've come down and checked out the
10 screening part. They are doing the background checks.
11 It's coming back. The background checks are coming
12 back.

13 **MS. STOKES:** We are required to screen
14 our residents before they come into the agency.

15 **MR. BALDWIN:** We might need to look a
16 little bit more into it. But they are being screened,
17 because like I say, I -- I think I done got on
18 Ms. Ray's nerves a lot of times because I -- because
19 it really kind of, you know, got next to me because of
20 the past incident that's happened in our high-rise and
21 our low-rise. So I do know that I did look into that.

22 **MS. STOKES:** It is a requirement for us
23 to screen our residents. But Mr. Sanders, that may be
24 something that you may want to talk with the manager

12

1 at your development if you have a concern. But we are
2 required to screen our residents before they occupy
3 our properties.

4 **MR. SANDERS:** Well, I'm Albert Sanders
5 from Jefferson Square. But the second question I put
6 is this, if they are creating havoc and not getting
7 along in one development, why do you transfer them to
8 another development? When they get in the population,
9 they're doing the same thing they did from the former
10 place they came from. I mean, why isn't some action
11 being taken, you know?

12 **MS. STOKES:** I think that's an individual
13 action that has occurred that we need to discuss
14 outside of this area because we don't know the
15 circumstances of that -- those incidents that you're
16 mentioning. So we can't really address that. But if
17 there are problems with the residents, we have a lease
18 that they must follow. If they're not following the
19 lease, then they are to be evicted. So I don't know
20 the incident that you are suggesting.

21 **MR. SANDERS:** Excuse me, Ms. Stokes. And
22 I'm glad you mentioned that word about being evicted.
23 This is not being happening. I mean, we're supposed
24 to be going by the one strike, and we've got people

1 with multiple offenses that's still living there and
2 still doing the things they've been doing. I know I
3 need to address this outside of this meeting. But
4 that is still going on.

5 MS. STOKES: Well, you can also address
6 it further when we discuss the lease further, also.

7 MR. BALDWIN: I'm going to talk about
8 this one strike because I don't like that. I
9 personally don't like that.

10 MS. STOKES: Are there any other concerns
11 or questions?

12 MS. HARRIS: Good morning. My name is
13 Deloris Harris. I'm from the Dr. R. C. Vensen Center.
14 I was looking at this breakdown you've got here about
15 the very low income, 300 -- no. Extremely low income,
16 30 percent, 3120 people, elderly families --

17 MS. STOKES: Which area are you
18 addressing?

19 MS. HARRIS: I'm on Page 9.

20 MS. STOKES: Okay. That's on our public
21 housing waiting list?

22 MS. HARRIS: These are all of the people
23 that are waiting?

24 MS. STOKES: Yes.

1 MS. HARRIS: These are all the people
2 that's waiting that's going to go into public housing?

3 MS. STOKES: Those are the people on our
4 public housing waiting list.

5 MS. HARRIS: Okay. So where are you
6 planning on putting all these people, closing down as
7 many developments that you're doing?

8 MS. STOKES: That's a good point. We can
9 only house clients if we have the units. So if we
10 don't have the units, we can't pull these clients in.

11 MS. HARRIS: I have noticed that -- I
12 come from the high-rise. At this point in time, I've
13 got over 34 vacancies on my development. Okay? And
14 it comes from the seniors moving out or being forced
15 out into nursing homes because we're overrun with so
16 many people with mental disabilities. I'm just going
17 to go forward, and I'm just going for the juggling.
18 Okay? See, because they're forcing out good paying

19 residents.
20 And in my development, we are not getting
21 the rent paid like it should be, you know what I mean,
22 because the type of people that they have in there,
23 people with no incomes, alcoholics, drugs, mentally
24 retardant, disturbing the peace constantly, moving --

15

1 forcing the good tenants to move out because there is
2 no enforcement of the lease infractions that have been
3 occurring on the development. What do you-all plan on
4 doing about designated housing for those people who
5 would like to live the rest of their life, quality of
6 life, low income, in those high-rises?

7 MS. STOKES: That's going to be addressed
8 in another area of the plan. But as of right now, we
9 are not designating the high-rises as senior
10 development only.

11 MS. HARRIS: Oh, okay.

12 MS. STOKES: Were there any other
13 questions or concerns on Section 3, PHA Policies
14 Governing Eligibility, Selection, and Admission?
15 Rent Determination Policies, Page 23.
16 This area identifies the public housing program's
17 income-based rent policies and flat rents and the
18 Section 8 programs payment standards and minimum rent.
19 Are there any questions or concerns relating to this
20 area?

21 MR. BALDWIN: Is this flat rent working
22 out?

23 MS. STOKES: Is the flat rent working
24 out?

16

1 MR. BALDWIN: Yeah. I've heard it. But
2 is it working out, Mr. Webb? Do you have many
3 residents that are on flat rent?

4 MR. WEBB: I think there is a minimum
5 number that's currently on flat rent. It's not a huge
6 number. I don't know what that exact number is.

7 MR. BOSTACY: It's three.

8 MS. STOKES: Three?

9 MS. PARTEE: You really need to say your
10 name when you're going to respond.

11 MR. BOSTACY: Martin Bostacy, Housing
12 Authority. There's three people that are taking

13 advantage of the flat rate.
14 MR. BALDWIN: Just three?
15 MR. BOSTACY: It only helps people with
16 higher income.
17 MR. BALDWIN: Okay. So what you're
18 saying, the flat rent is just not working out with
19 residents? He just stated that there are only three
20 people.
21 MS. STOKES: He said that those are the
22 only ones who have requested to have a flat rent.
23 That doesn't mean it's not working out. That's an
24 option for the client.

17

1 MR. BALDWIN: I mean, the manager -- I
2 mean, I don't know, because we was having -- and I had
3 required that they have some type of orientation, and
4 it should be some type of meetings with the managers
5 and the residents talking to them about the flat rent.
6 And I don't know whether the managers are even
7 discussing to the residents about flat rent.
8 I'm going to try to check in my next
9 resident association meeting and see if they have been
10 questioned by the manager about that. I know that I
11 hadn't had a chance to discuss it to the manager.
12 They need to be more visible about discussing flat
13 rent with residents so they'll know what flat rent is
14 all about, because you're saying you only got three
15 people, you know, for flat rent. And that don't --
16 that's not a good number. Somebody -- that's saying
17 that somebody ain't doing something about this flat
18 rent.
19 MR. BOSTACY: This is Martin Bostacy
20 again. Flat rent is supposed to be discussed at every
21 annual recert with every client.
22 MR. BALDWIN: It's supposed to be.
23 MR. BOSTACY: It's supposed to be.
24 MR. BALDWIN: Did y'all hear that? He

18

1 said it's supposed to be discussed. Ms. Stokes?
2 MS. STOKES: It is supposed to be
3 discussed at the recert.
4 MR. BALDWIN: What's going on with that?
5 See, it's a lot of stuff that's going on that's not
6 going on.

7 **MR. BOSTACY:** This is Martin Bostacy
8 again. If you look at the flat rent schedule that's
9 published by HUD for Memphis, most of our residents
10 wouldn't benefit from the flat rent schedule because
11 the flat rent is significantly higher than what you'd
12 be paying at a percentage rent, and that's why people
13 don't take advantage of it is because it doesn't
14 benefit them at all. I mean, if you go back and look
15 at what the flat rent as HUD sets for Memphis,
16 Tennessee and go back and look at our -- what our
17 average tenants pay for rent based on their percentage
18 of income, it's not advantageous to them at all to
19 consider flat rent. It's only when you start getting
20 into the higher income brackets does it benefit you.

21 **MR. BALDWIN:** Okay.

22 **MS. JULIUS:** My name is Malinda Julius,
23 and I'm from Ford Road. And on this flat rent, I had
24 two of my residents to go on flat rent. But the

19

1 qualifications that they were still putting on them
2 for the flat rent, they didn't like the stipulations.
3 So they moved. They moved because the rent was -- you
4 know, wasn't so much her paying the rent, but she
5 wanted to know why she had to be interviewed every six
6 months or something like that. I think she said it
7 was six months or a year, why she had to do that.
8 She's paying the flat rent.

9 If her income went up, why did she have
10 to report that? Because out on the fair market, if
11 you paying a flat rent, you don't have to report to
12 nobody to tell them how you done made X amount of
13 dollars more than -- you know, I had two people that
14 was on it, stayed on it, but they eventually moved
15 because they didn't like the set up. It wasn't a good
16 set up. And they was good residents, good paying
17 residents, very good rent paying residents. So my
18 concern, it's not working, not at Ford.

19 **MR. BALDWIN:** Just say public housing.
20 We're talking about everybody. This as a whole. This
21 thing -- Presidents, these things as a whole. We're
22 talking about everybody. When we talking, we're not
23 talking just our development. We are talking about
24 the whole public housing development. And you are

20

1 listed as city wide council. Y'all are city wide
2 council members. So let's talk about everybody, not
3 just talk about one individual. We want to help
4 everybody as a whole. Appreciate it.

5 MS. COOPER: I'm Laverne Cooper. I think
6 one of the issues about flat rent is the way it's
7 determined is by Section 8. And here in Memphis, if
8 you go by the newspaper, which seems to be an option
9 down here, even come up with a more agreeable rent for
10 the residents. You know, you can live in an area
11 where the going rate for a two-bedroom apartment is
12 \$200 or 250. And you're living next door to that
13 apartment complex, and you're paying, according to
14 income or flat rent, 4 or \$500. So you know,
15 determining the rent -- the flat rent by Section 8
16 seems to be an unfair policy.

17 MS. STOKES: Any other questions or
18 concerns about flat rent -- about rent determination
19 policies?

20 Section 5, Operations and Management.
21 This area lists the number of families served in our
22 programs and identifies Memphis Housing Authority's
23 management, organizations, and manual operations.

24 MS. GIBSON: My name is Verlean Gibson.

21

1 I've got a question. I guess it's a question or
2 statement. I'm still on Page 23. Sorry to go back to
3 that.

4 MS. STOKES: That's okay.

5 MS. GIBSON: I want to reflect the
6 minimum rent. If a resident get into public housing,
7 is working and they lose their job, they have no
8 income. So what would be their minimum rent? I see 1
9 to \$25.

10 MS. STOKES: It would be \$25.

11 MS. GIBSON: Twenty-five dollars with no
12 income, if a person not working?

13 MS. STOKES: Yes. They have to have some
14 kind of income.

15 MS. GIBSON: If they don't have income --

16 MS. STOKES: Our minimum rent is \$25.

17 MS. GIBSON: So they have to be able to
18 pay \$25.

19 MS. STOKES: Yes.

20 MS. GIBSON: I understand that. But I

21 just have a problem with if you don't have a job, how
22 you going to -- you know I mean, what is --
23 MS. STOKES: Our minimum rent is \$25.
24 MR. BALDWIN: That's under HUD regulation

22

1 there, isn't it?
2 MS. GIBSON: I see 1 to 25. I would
3 think if they don't have a job, it would be \$2.
4 MR. BALDWIN: Two dollars? That would be
5 everybody.
6 MS. STOKES: Any other questions or
7 concerns on Section 4?
8 MS. JEFFRIES: Louise Jeffries from
9 Graves Manor. I was wondering about this 1 to \$25.
10 At one time it was left up to management about the
11 charges. Is that still a working thing?
12 MS. STOKES: I'll defer that to Mr. Webb
13 or Mr. Perry.
14 MR. PERRY: The minimum rent is \$25.
15 MS. JEFFRIES: I heard that. And I've
16 been here 20 years, and I know that. You're saying
17 that now. But I'm saying, at one time, it was left up
18 to management.
19 MR. PERRY: It's still left up to
20 management.
21 MS. JEFFRIES: Okay. I'm talking about
22 managements on the development.
23 MR. PERRY: No.
24 MS. JEFFRIES: It's not?

23

1 MR. PERRY: It's Housing Authority policy
2 wide. The board determines that. Also, if you don't
3 have -- realistically, if you can't -- if you lose
4 your job and you don't have any funds at all, you can
5 apply for hardship. That's provided by the --
6 MS. JEFFRIES: You can apply for
7 hardship.
8 MR. PERRY: Right.
9 MS. JEFFRIES: Oh, okay.
10 MR. BALDWIN: That makes sense.
11 MS. STOKES: Area 5, Operations and
12 Management. Are there any questions or concerns in
13 this area or comments?
14 Area six, Public Housing Authority

15 Grievance Procedures, outlines our current MHA
16 grievance procedures for public housing and Section 8.
17 Are there any questions or concerns in this area?

18 Capital Improvement Needs. This area
19 lists our major activities for the annual plan and our
20 major activities for the five-year plan, which are
21 demolition, vacancy consolidation, and replacement
22 housing.

23 MR. KURTZ: My name is Bob Kurtz with the
24 Capital Improvements Department. In answer to your

24

1 question, Page 30 is where we address this specific
2 demolition and disposition actions that we're going to
3 take over the next year. What I'd like to do is to be
4 able to run through the capital improvement needs by
5 development. We've got several -- many projects
6 ongoing right now. We're getting ready to start some
7 new ones this fiscal year. And then as part of this
8 annual plan and the five-year plan, we have a pretty
9 significant effort over the next five-year period.

10 I'd like to start with Lamar Terrace.
11 Lamar Terrace, of course you know is vacant now. We
12 do have a demolition application already submitted to
13 HUD. We're expecting approval of that some time in
14 the next 60 to 90 days. Given a notice of funds
15 availability from HUD, we will apply for a Hope 6
16 grant for that and do a neighborhood revitalization.
17 We'll combine that with some city funds and
18 application for low-income housing tax credits and
19 some proceeds from the City of Memphis bond initiative
20 that we're in the process of finalizing with the City
21 of Memphis.

22 At Foote Homes, we currently have design
23 under way for suer repairs. We've previously
24 completed a suer assessment. We expect during this

25

1 calendar year to get that suer repair done. We have
2 the application in this annual plan for the money to
3 do that construction. We're going to finish off the
4 fence repairs contingent on weather. And by
5 September, we will have added the gates as part of the
6 overall security enhancement program that we have for
7 the high-rises and some of the other low-rise
8 developments. In the long term, we're talking now to

9 2009 and 10 is when we're looking at neighborhood
10 revitalization for Foote Homes.

11 Dixie Homes, we have finished, as
12 Mr. Webb referenced, reconfigurations, changing zero
13 bedroom units to one and two bedroom. We've also
14 completed some paint up, fix up to bring more units
15 back on line. We have a design currently under way to
16 look at up to a hundred units for repair, and we are
17 going to go out to bid upon that so that we can again
18 bring more units back on line to improve our -- or
19 reduce our vacancy rate.

20 We have some minor fix ups that we want
21 to do on the fence at Dixie. We've previously
22 installed that. The gate repair and access -- card
23 access and vehicular access gates will be included in
24 the overall security enhancements program.

26

1 We are right now developing scope and
2 siding to put a laundry building somewhere within
3 Dixie Homes to aid the residents in laundry. We
4 expect to get that done next year some time.

5 MR. BALDWIN: What about putting in a
6 community building instead of a laundromat? We don't
7 have a community building. Do they have connection
8 for washers in Dixie Homes?

9 MR. KURTZ: I'm sorry?

10 MR. BALDWIN: Do they have connections
11 for washers in Dixie Homes?

12 MR. KURTZ: Mr. Webb, do you know?

13 MR. WEBB: No. I don't think they do.

14 MR. BALDWIN: Seem like to me they should
15 have more of a community building than they would a
16 laundromat.

17 MR. PERRY: Well, we are looking at a
18 laundromat specific. So we can consider that.

19 MR. BALDWIN: Well, a community building
20 consists of, you know, programs and activities going
21 on into the community building. I mean, I know you're
22 making money out of the washer. But they have to go
23 to churches and borrow other, you know, facilities to
24 use the facilities for the residents that are over

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1 there. So I thought that, you know -- I don't know
2 whether -- has it ever been considered as, you know,

3 under -- the resident president is not here. But I
4 don't know whether they've talked with her about that,
5 you know, in the past.

6 MR. KURTZ: Let me address that. For the
7 long term, I should say by 2008 to 2010, we are
8 looking at total neighborhood revitalization for Dixie
9 Homes.

10 MR. BALDWIN: It won't be no Dixie Homes
11 then. All right.

12 MR. KURTZ: So that being the case, what
13 we are looking at for the short term is to provide
14 some type of laundromat service and then --

15 MS. COOPER: Are we moving from having
16 washers and dryers in the apartments into site-based
17 laundromats?

18 MR. KURTZ: No. That's not a general
19 policy. No. We are -- what we are attempting to do
20 is to address the specific situation of Dixie Homes,
21 Cleaborn, and we're looking at Foote as well.

22 MS. COOPER: So do they have washer --

23 MR. BALDWIN: You said what, now?

24 MS. COOPER: They don't have washer

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1 connections right now?

2 MR. KURTZ: No. There are washer
3 connections, but not Dixie, according to Mr. Webb.

4 For Oates Manor, we are going to be
5 applying for demolition and disposition of the
6 remaining portions. We're looking at 2006 to 2007 for
7 a revitalization and acquisition of other properties
8 in the adjacent area.

9 Hurt Village, of course, we've already
10 gone through some of the -- we've finished the
11 demolition. We're looking at disposition and
12 continuing the uptown project.

13 For Cleaborn Homes, we have -- we're
14 finishing up the demolition of 106 units on the
15 southern end. We're attempting to finish up some of
16 the paint up, fix up work that we currently have under
17 way. In addition to that, we want to do some
18 landscaping work, clean up after that. We are about
19 50 percent complete with the sanatorium and storm sewer
20 repairs at Cleaborn Homes. We do have an assessment
21 under way for other vacant units at Cleaborn Homes to
22 prepare them for possible renovation. At the present

23 time, we don't have the funds to be able to support
24 all of that. As you know, though, over the last two

29

1 years, we have focused a lot of effort on Cleaborn
2 Homes in bringing the units back on. Yes, sir?

3 MR. BALDWIN: How many units that you
4 don't have funds for?

5 MR. KURTZ: We don't have funds to do the
6 next phase in renovation at Cleaborn Homes.

7 MR. BALDWIN: Well, what I'm saying, how
8 many units? Approximately how many units?

9 MR. KURTZ: What we were looking at in
10 those two assessments is about 36 units.

11 MR. BALDWIN: Thirty-six units?

12 MR. KURTZ: Yes. What we discussed is
13 the number of units at Dixie Homes that were vacant
14 versus the number of units at Cleaborn. And we
15 thought it was in the Housing Authority's interest to
16 focus on Dixie Homes. We could get more units back on
17 line with the same amount of money.

18 Cleaborn Homes also is included in our
19 security enhancement projects where we will be
20 installing a fence around it, vehicular gate and card
21 access. That contract is going to the Housing
22 Authority board this week with our recommendation for
23 award.

24 Lauderdale Courts, of course, is under

30

1 way already with a mixed finance development.

2 Fowler Homes, we are in the process of
3 finishing our master plan. Coming out of the master
4 plan, that will give us a direction for what possible
5 off-site acquisitions we need to make as well as what
6 our design will be for the properties -- for our
7 property that we currently hold. We are looking at
8 2004 to 2005 for the renovation and revitalization in
9 that area. We already have demolition application
10 approval for the buildings that are remaining down
11 there. We'll have to go through a disposition
12 application process.

13 For Barry Homes, many of you have seen
14 that. We have a -- we're going to finish up the
15 facade work and the site work as well as the first
16 floor. We wanted to make sure that Barry Homes fit

17 within the neighborhood that was being reconstructed
18 there at Lauderdale. We are coming to the board this
19 week with a recommendation to award a contract for
20 construction of the service building adjacent to Barry
21 Homes that will house the fire pump and the generator.
22 Two months from now, we expect to come to the MHA
23 board with a recommendation for award on elevated
24 modernization. We are going to -- we have in design

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1 right now modernization for each of the high-rises on
2 the elevators. And as I said, that's our expectation
3 to be able to do that in about two months. In
4 2006/2007, we're looking at room modernization Barry
5 Homes.

6 For Vinsen Center, I mentioned the
7 high-rise elevator project. We are also including an
8 individual fencing, sign, and gated access project
9 that we're going to the board this month. We're
10 looking at about 2006 to 2007 for modernization for
11 the interior of Vinsen.

12 For Graves Manor, we have no current
13 plans for modernization. We're considering possible
14 sale and disposition of that. For Walter Simmons,
15 we're submitting our disposition application next
16 month.

17 For Jefferson Square, they're included in
18 the elevator modernization. We've put a lot of money
19 in Jefferson Square over the last two years. Jefferson
20 Square will be included in the security enhancements
21 project for gated access and card readers. And we're
22 looking at room modernization in 2007 and 2008.

23 For Horn Lake, we have a demolition
24 application already approved. We are in the process

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1 of preparing a disposition application. We intend to
2 relocate residents contingent on discussions with the
3 executive director. We'll do that late spring of this
4 year. We hope to apply for a Hope 6 demolition grant.
5 If not, we will roll the demolition into the
6 subsequent construction contract that will go for
7 revitalization that will start either late fall or
8 early spring.

9 For Border Towers, Border Towers is
10 included in the modernization program for the

11 elevators. It's also included in the security
12 enhancement program with gate access and card readers.
13 Again, modernization of the interior building, the
14 rooms, will be done in the 2006 to 2007 time frame.
15 Cypress Woods is on the same schedule as
16 Horn Lake. Again, that would be application for
17 disposition, and then hopefully by the fall or early
18 spring, we'll have started the new construction.
19 Ford Road is about three to four months
20 behind the Horn Lake, Cypress Wood schedule.
21 Contingent on the executive director's approval, we'll
22 be looking at late summer relocation. We're trying to
23 time the relocation of residents and their families so
24 that we can get them into schools at the right time.

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1 We don't want to put undue burden on people. We will
2 apply for Hope 6 demolition grant if it's available in
3 probably spring of next year when we will start
4 revitalization effort there as well as the Hawkins
5 Mill.

6 For Alabama Plaza, we have included
7 Alabama Plaza in the repair of the card readers and
8 access gate as part of the security enhancement
9 program. Texas Courts, we're discussing possible
10 disposition of that some time in the future.

11 The only other thing I have to mention is
12 acquisitions. The Housing Authority is considering
13 acquisitions of three separate apartment complexes,
14 and that would happen, contingent on funds
15 availability, 2003 to 2004 for the first two, and then
16 2005, 2006 for the other. That's what I have.

17 Are there any questions on capital
18 improvements?

19 MR. BALDWIN: At least we do know that we
20 are aware of what's going on in these sites. Now, you
21 said -- back to Texas Court. Texas Court -- you're
22 going to demolition Texas Court also, too?

23 MR. KURTZ: It would not be a demolition.
24 It would be considered for a disposition or sale.

34

1 MR. BALDWIN: Oh, you're going to sell
2 it?

3 MR. KURTZ: Possibly. It's under
4 consideration.

5 MS. JEFFRIES: The same thing at Graves
6 Manor?

7 MR. KURTZ: Yes, ma'am. That's correct.
8 What we're looking at is the disposition of them
9 contingent on other acquisitions of properties.

10 MS. STOKES: Any other questions or
11 concerns on Section 7 and 8, Capital Improvements and
12 Demolition and Disposition?

13 MS. HARRIS: Deloris Harris. From all of
14 the stats that you just gave us, by 2000, there ain't
15 going to be no public housing. Is that what you're
16 trying to tell us?

17 MR. KURTZ: No. We will have public
18 housing.

19 MS. HARRIS: What? Just in the
20 high-rises like the rest of the big cities are?

21 MR. KURTZ: We will have high-rise, and
22 we will also have low-rise developments.

23 MR. BALDWIN: It will be affordable
24 housing, yes, ma'am.

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1 MR. KURTZ: It would be affordable
2 housing, and it would be part of the revitalization of
3 each of the neighborhoods. And there will be public
4 housing units in those neighbors.

5 MR. BOSTACY: This is Martin Bostacy. As
6 an example, at Hawkins Mill, Ford Road, Cypress Wood,
7 and Horn Lake, we'll be replacing more than what
8 exists there today. Some of it will be affordable
9 housing, and the balance will be public housing. HUD
10 does not allow you to replace one for one public
11 housing with new public housing. They only allow you
12 to replace 50 percent of that.

13 But what we're doing is that we're ear
14 marking the balance of those units to be typically
15 low-income housing cash credit units. So it's serving
16 almost the same populus that will be living in public
17 housing now, targeting those that have less than 80
18 percent of variable income. So we are replacing all
19 of those units. In fact, for the four that we call
20 kind of my sites, we're replacing about an additional
21 32 units than what currently exist there today.

22 And when we go back with Fowler and we go
23 back with Oates and we go back with Lamar Terrace,
24 we'll be replacing all of those units as well.

1 MS. HARRIS: But you might be replacing
2 the units. But what about the people who come up out
3 of there? The same thing you said about with --
4 Delores Harris -- the same thing you said about
5 LeMoyne Gardens. How many people that come up out of
6 LeMoyne Gardens are back over in LeMoyne Gardens
7 besides those people that were seniors that were --

8 MR. TAYLOR: Those that chose to move
9 back.

10 MR. BALDWIN: Chose to move back, or did
11 they qualify to move back? I have to say this before
12 Mr. Perry get me because he'll be done probably told
13 me to shut up. Chose to come back. I mean, those --
14 I mean, did they meet the standards to come back to
15 LeMoyne Gardens? Ain't half of them folks back.
16 Ain't even a third of them folks back at LeMoyne
17 Gardens. Ms. Woodfolk just got back there through
18 luck, and she ain't just happy over there.

19 MR. TAYLOR: That's the conversation you
20 need to take up with HUD in Washington because these
21 are rules that they have established to utilize their
22 revitalization funds. They're saying that this is the
23 way you have to do it.

24 MR. BALDWIN: But you know, the only

1 thing that really got me upset is that they tell these
2 people -- they meet with these residents, tell these
3 residents that you're going back on line. They made
4 two or three different things about Foote when they
5 was telling them they was going to move them from one
6 unit to the next unit. Then they say we're going to
7 move you out. Then when they got ready to get back,
8 half of my folks didn't even get back. They had to
9 meet some type of standard, some type of criteria.

10 At LeMoyne Garden, it ain't a third of
11 those people back. And them folks was waiting to go
12 back when they went to those other developments all
13 over, right in here now, all over those developments.
14 They spanned them out like they did Lamar Terrace and
15 put them in there. And they say when they get through
16 with LeMoyne Gardens and we get through with Foote
17 Homes, when they get through with these other
18 developments, when they get through with Lauderdale

19 Court, that you guys are coming back.
20 MS. STOKES: If you meet the criteria.
21 MR. BALDWIN: If --
22 MS. HARRIS: But the criteria --
23 MS. STOKES: That's given to you at the
24 time that you move out.

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1 MR. BALDWIN: Okay. Thank you. Thank
2 you, Ms. Stokes. I rest my case. That's what I'm
3 saying, if you meet the criteria, you can go back.
4 That's the same thing about discrimination. You got
5 to prove it. So if you meet the criteria, then you
6 come back.
7 MS. HARRIS: Delores Harris. You're
8 absolutely right about that. You know, I understand.
9 But what has come to pass is that during all of the
10 meetings -- and I was with LeMoyne Garden when they
11 went through all of their meetings and stuff like
12 this. And what they were told was one thing. Okay.
13 But when it came down to the real nitty gritty when it
14 was time for them to go back, that didn't even exist
15 anymore. The criteria that they were given before
16 they moved out of there had changed by the time it was
17 time -- when y'all pulled up the last -- when you cut
18 the ribbon. Okay?
19 MR. BALDWIN: We went out there to meet
20 all them crooks and stuff.
21 MS. STOKES: Are there any other
22 questions or concerns on the capital improvement needs
23 or demolition and disposition area?
24 MR. BALDWIN: And Ms. Stokes, we're not

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1 arguing. We're just saying that, just be real with
2 us. That's all we're asking, to be real with us.
3 And really, it's going to be y'all way or
4 the highway anyhow. I ain't no fool. I mean, you
5 just -- you have to just let us know what you're
6 doing. But we're not fools. We're not dumb. We know
7 that it's going to be your way or the highway because
8 you say one thing to us, and you do something else. I
9 been preaching this ever since that I have been in
10 meetings with y'all. Just be real with us. We know
11 what's going on. We read our bibles. We're in the
12 last days, and we know this here. We're being

13 deceived by man. We know this here. On our way
14 out -- and poor people that are sitting around this
15 table, y'all, we better be prepared and be ye also
16 ready.

17 But we're not fools. We know just what's
18 going on. Trust me. And we appreciate y'all letting
19 us come in here and hear what you're about to do. It
20 ain't going -- y'all saying public housing. The name
21 has already been changed to affordable housing. It
22 ain't going to be no such thing as public housing.
23 It's going to be affordable housing. Let's be real
24 about it.

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1 MS. JULIUS: Malinda Julius, Ford Road.
2 I would like to ask Mr. Webb, is it any ways possible
3 that you could set up another meeting with Ford Road
4 people to let them know that there is a criteria
5 because when we was out -- when you-all was out there,
6 we was guaranteed that we would be able to move back
7 into our apartments.

8 MS. PARTEE: Can I answer that? I'm
9 Jackie Partee. Ms. Julius, I've been trying to call
10 you because we have set our comp-mod meetings up to
11 come back out on those properties beginning tomorrow
12 at all the high-rises. And we're scheduled to be at
13 Ford Road Monday on March the 10th. And that meeting
14 is going to be held at Graves Manor because we're
15 going to meet with both Graves Manor and Ford Road.

16 And I'm going to call you again to see if
17 anybody is going to need transportation so we can
18 transport the residents from Ford to Graves. So that
19 meeting is scheduled March the 10th at Graves Manor
20 from 4:00 to 5:00. We've already gotten the fliers
21 made up, and they've gone out to the property manager.

22 MS. JULIUS: Ms. Partee, that's going to
23 pose a problem because Ford Road is two miles -- two
24 and a half miles from Graves Manor.

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1 MS. PARTEE: Did you hear me say we were
2 going to provide transportation?

3 MS. JULIUS: There is transportation?

4 MS. PARTEE: Yes, ma'am.

5 MS. HARRIS: My name is Delores Harris.
6 Please forgive me. I'm going to my uncle 's funeral.

7 I really hate to leave, but I've got to go. I'm very
8 sorry about that. I'm losing people left and right.
9 I wanted to be here, but I've got to go. I really got
10 to go. Earl Forest, that's my uncle, the famous Earl
11 Forest. I'm on my way, y'all.

12 MS. STOKES: Are there any other issues,
13 questions, or --

14 MR. BALDWIN: I need to reiterate
15 something. Ms. Julius, I mean, I'm not on their side.
16 Now, I was there at some of the sites, and that was
17 the first thing -- and I know there was quite a few of
18 us there. That was the first thing they asked -- told
19 the residents, if you meet the criteria, that you
20 would be coming back. I did get a chance to get over
21 to Cypress Woods. I didn't get a chance to get over
22 to Graves. But they said that, Ms. Julius. They told
23 them they would have to meet the criteria in order for
24 them to come back. Now, that was said.

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1 MS. JULIUS: That was said there. I'm
2 talking about at my meeting on my development.

3 MR. BALDWIN: They didn't say it at Ford
4 Road?

5 MS. JULIUS: They told the people you --
6 bad -- that's what they put it as, bad housekeeping,
7 nonpayment of rent, you know you ain't coming back.
8 Anybody with common sense know that.

9 MR. BALDWIN: Well, that's the criteria.

10 MS. JULIUS: Okay. Well, we know that.
11 But they getting into you going to have to have a job.
12 If you don't have a job, then you can't get back in.

13 MR. BALDWIN: I don't know what other --
14 Ms. Partee, I was trying to see would you defend that
15 because I know you were there.

16 MS. JULIUS: She was there, too.

17 MS. STOKES: We're scheduling meetings,
18 as Ms. Partee said, to go out and discuss the PHA plan
19 and capital improvements in more detail. Right now,
20 this is an overall meeting for the resident presidents
21 to give you insight on --

22 MS. JULIUS: I'm with that for 100
23 percent.

24 MS. STOKES: Area 9, Designation of

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1 Public Housing for Occupancy by Elderly or Disabled or
2 Both. At this current time, MHA does not plan to
3 designate development for elderly and/or disabled
4 during our planned year. Are there any questions or
5 concerns?

6 Area 10, Conversion of Public Housing to
7 Tenant-Based Assistance. MHA has not identified the
8 developments as being covered under our Section 202,
9 which identifies public housing replacement for --
10 Section 8 replacement for public housing. Are there
11 any questions or concerns in that area?

12 MR. BALDWIN: So what you are saying is
13 that the public housing residents have an option to go
14 to Section 8? Is that what you're saying?

15 MS. STOKES: No. What I'm saying is we
16 have not designated public housing units to be
17 converted over to Section 8 -- for us to get funded
18 for Section 8 instead of public housing.

19 MR. BALDWIN: Okay.

20 MS. STOKES: It's a funding issue.
21 Homeownership programs, we do plan to administer
22 public housing homeownership programs and Section 8
23 homeownership programs. Those policies and procedures
24 are included in our supporting documents of the PHA

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1 plan. Are there any questions or concerns in that
2 area?

3 Section 12, Community Service and
4 Self-Sufficiency Programs. We do maintain cooperative
5 agreements with the TANF Agency, and we also
6 coordinate, promote, and provide economic and
7 self-sufficiency programs. They are listed under this
8 component of the annual plan. And those would be on
9 Pages 47, 48 through 53. Are there any questions or
10 concerns about supportive services?

11 Section 13, Public Housing Safety and
12 Crime Prevention Measures. This area identifies our
13 safety and crime prevention measures. Does anyone
14 have any questions or concerns on this area?

15 Pet Policy, Section 14. I believe the
16 pet policy has not been changed for this plan year.

17 Section 15 -- are there any questions or
18 concerns about the pet policy?

19 MR. BALDWIN: I don't understand. I
20 mean, I'm trying to see what you -- I thought that

21 they said the dogs has to be licensed or be
22 vaccinated, because we got a whole lot of stray dogs
23 that's going on all around.

24 MS. JULIUS: I can't even go to my

45

1 mailbox.

2 MR. BALDWIN: And I'm trying to see
3 what's the policy. Do they suppose to be on leashes?
4 Do they suppose to -- I mean --

5 MS. STOKES: Mr. Perry?

6 MR. BALDWIN: Because they run in the
7 residents' houses. But I'm trying to see what's going
8 on with this. Personally, I wish they hadn't have had
9 a pet policy. That's one policy I sure wish they
10 wouldn't have had.

11 MR. PERRY: We'll go over the pet policy.
12 When we go over the lease, we'll do the pet policy
13 then. We will go over the pet policy when we do the
14 lease agreement.

15 MR. BALDWIN: Okay.

16 MS. STOKES: Section 15 basically deals
17 with our plan certifications or compliance with the
18 PHA plans and regulations, basically stating that we
19 have read the instructions and we have presented the
20 PHA plans to the residents and the public.

21 Section 16, our fiscal audit. We have to
22 submit a fiscal audit to HUD and respond to any audit
23 findings that we have had during the plan year.

24 Section 17, Asset Management. During the

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1 plan year, MHA will engage in activity that will
2 contribute to the long-term asset management of our
3 public housing stock. And we do plan to have private
4 management development-based accounting and
5 comprehensive stock assessment during this plan year.

6 Section 18 is other information which
7 includes the resident advisory board recommendations,
8 and that will be updated at the end of the 45-day
9 period, public comment period.

10 MR. BALDWIN: We need that advisory board
11 back. I don't know -- I'm trying to see who's on the
12 advisory board. Who's on it?

13 MS. PARTEE: The city wide council is the
14 advisory board.

15 MR. BALDWIN: We are the advisory board?

16 MS. PARTEE: Uh-huh (affirmative
17 response).

18 MR. BALDWIN: That's good.

19 MS. STOKES: Are there any other
20 questions on this summarized -- summary of the PHA
21 plan?

22 Okay. At this point in time, Mr. Perry
23 will discuss in detail or summary the changes to
24 any -- the lease and/or pet policy. Mr. Perry?

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1 MR. PERRY: I'm going to go over the pet
2 policy first. And I didn't hand out any pet policies
3 because I didn't -- since it wasn't any changes in the
4 pet policy, I didn't pass any out. I may have a copy
5 of the lease agreement. But just briefly -- and the
6 pet policy has not changed. It's the same policy as
7 last year when we did the last annual plan.

8 But just to answer a few of your
9 questions, yes, the pet has to be on a leash. The pet
10 policy tells you how long the leashes have to be. The
11 pet can't roam around on the development.

12 So if you have a stray pet, call the
13 dogcatcher, and they'll come out and remove the dog,
14 I'm sure. Just call the City. Whoever's responsible
15 for coming out and removing the stray pets should get
16 the stray pets. Now, that's the pet policy. If you
17 see one roaming around, report it to your manager.
18 Then the manager can come out and do something about
19 stray animals. But they have to be on a leash.

20 MS. YANCY: I am Lizzie Yancy from Border
21 Tower. But since you said that, we have some pets in
22 the high-rise, and they are running around, licking up
23 on you, and the manager out there patting them on the
24 head. And people are -- some of them running from --

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1 MR. PERRY: Let me say this right here.
2 This individual right here (indicating) is over the
3 managers. As soon as it's over with, I'll give you a
4 copy of the pet policy. You get with him. Show him
5 the pet policy, and he can get with the manager. And
6 that will eliminate your problem. Okay. Soon as your
7 manager know what the policy has to be, and they can
8 deal with it. Okay?

9 MS. YANCY: Thank you.
10 MR. PERRY: And you can tell the manager
11 which pet is licking up on you. Let's get the
12 individual problems. It's easy to deal with.
13 MR. SANDERS: I'm Albert Sanders from
14 Jefferson Square. I understand that, Mr. Perry, and I
15 understand what the management need to do. But when
16 you live in a high-rise and you're living in an
17 efficiency, how can you have three or four cats in
18 that little small area of space? We talked about this
19 before.
20 MR. PERRY: Okay. Hold on.
21 (BRIEF PAUSE)
22 MR. PERRY: No more than one animal shall
23 be permitted per unit. One cat is what the pet policy
24 says. I can only tell you what the policy happens to

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1 be. That's what the policy says, one cat. The only
2 thing I can tell you to do, if that's the case, file a
3 complaint with your manager that someone has more than
4 one cat. And then if the manager doesn't do anything
5 about it, this individual is the manager's supervisor.
6 File a complaint with him. And he has supervisors
7 sitting at the end of the table. File a complaint
8 with him. And then if that doesn't happen, file a
9 complaint with the executive director. I'm just
10 telling you that. This is what the policy says. We
11 have to enforce the policy. If we're not enforcing
12 the policy, then you have a problem with us. But
13 that's all I can say. I'm telling you it's one animal
14 per unit. That's what the policy says. That's what
15 you-all had wanted as the policy. That eliminates a
16 lot of dogs and cats. You can only have one. Now,
17 turtles I think it's more.
18 MS. JULIUS: Malinda Julius from Ford
19 Road over the pet policy.
20 MS. PARTEE: Yes, ma'am.
21 MS. JULIUS: Wasn't there supposed to
22 have been a fee to have those?
23 MR. PERRY: It also is a fee, a \$250 fee.
24 MR. SANDERS: It's 100.

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1 MS. JULIUS: Now, you show me one
2 somebody in public housing paid \$200.

3 **MR. SANDERS:** I think it's 100.
4 **MS. JULIUS:** One hundred, even 25.
5 **MR. PERRY:** No. It's more than that.
6 It's a large fee.
7 **MS. JULIUS:** It was 300 --
8 **MR. PERRY:** And you may be right. I
9 think it is -- it's in here. I'll have to find it.
10 But it is a fee, and the fee is over \$200. It's
11 either \$200 or more. But there is a fee. Okay? So
12 we can find the fee, but there is a fee for the
13 animal. Now, is there anything else about the pet
14 policy? I mean, the pet policy is very --
15 **MS. JULIUS:** The pet policy need to be
16 enforced. These people that have these dogs in
17 their --
18 **MR. PERRY:** Let me say this: I agree
19 with you that the pet policy needs to be enforced.
20 Now, the issue is we all like the pet policy we have.
21 I think what we're saying is the pet policy is not
22 being enforced. And let's have a separate meeting on
23 enforcing the pet policy. And this is the individual
24 you need to See.

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1 **MS. JULIUS:** And I think I'll see you
2 before I leave.
3 **MR. PERRY:** Before you leave, you-all get
4 with him about this pet policy. I have no problem
5 with that. But the pet policy is here. As I said,
6 it's pretty tight. It covers everything that you-all
7 just mentioned.
8 Now, if you want any changes in the pet
9 policy, then let me know, and give me the comments on
10 the changes you would like to have in the pet policy.
11 So if you want it to go up to a higher fee, let me
12 know. It may not happen, but let us know about that.
13 You can comment on it, suggest the changes.
14 But we have to have a pet policy. We
15 just can't do away with it. But we can have a strong
16 pet policy.
17 **MR. SANDERS:** Albert Sanders. We
18 understand that, Mr. Perry. But what kind of gets us
19 is that we have the policy in place, and nobody's
20 following the policy. And when you talk to
21 management, they -- because the dogs are supposed to
22 be of a certain size. You don't need a dog this tall

23 (indicating) in a high-rise. I'm just saying. And
24 this was never done.

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1 And when you go to the manager and you
2 just go -- you just get tired of beating your head on
3 the same rock. Just leave it alone because they're
4 not doing what they're supposed to do.

5 MS. JULIUS: Malinda Julius, Ford Road.
6 I think if the person want a dog, that's his business.
7 But he should confine his dog to his house or his
8 yard. Pit bulls, Doberman pinchers, you name it,
9 they're there. Now, as long as they at their house
10 and not at my house, it's perfectly fine.

11 MR. PERRY: And I keep saying that --
12 what you just mentioned is the policy -- I don't think
13 it's the policy. You don't have a pit bull. Okay?
14 It has to be confined to your apartment.

15 MS. JULIUS: You said a dog. Ain't he a
16 dog?

17 MR. PERRY: The policy does not allow for
18 pit bulls.

19 MS. JULIUS: This is what I'm trying --

20 MR. PERRY: Now, let me say this: The
21 policy does not allow for marijuana in your
22 apartments, but people have marijuana in their
23 apartments. Okay?

24 Now, people will violate policies. The

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1 only thing I can say is if you violate the policy, we
2 have to do something about the policy -- the
3 violation. And this is the individual who you need to
4 see on that. Okay?

5 Now, if you want to change the policy,
6 that's what we're here for today, talk about changing
7 the policy. Are there any changes in the policy that
8 you would like to see? The policy does not allow for
9 pit bulls. The policy says the dog has to be in your
10 unit except when you walk your dog, and it has to be
11 on a leash.

12 Now, is there any changes you want to
13 implement in the policy? And that's what we're here
14 to talk about today. I want to talk about changes.

15 MS. YANCY: The changes I want to see is
16 them not sitting in the chairs. See, that happens a

17 lot. They be sitting up in the chair. Nobody don't
18 want to sit behind your dog.

19 MR. BALDWIN: Y'all just call police or
20 call security. Dogs are not supposed to be in the
21 lobby.

22 MR. PERRY: Okay. Let me say this:
23 That's already in the policy. You can't have your dog
24 sitting in the lobby. That's in the policy already.

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1 That's in the policy. As I said, is there any changes
2 in the policy that you would like to suggest?

3 MS. YANCY: That's what I would like.

4 MR. PERRY: Okay. That's in the policy.

5 MS. JEFFRIES: Louise Jeffries. My thing
6 is, what do you-all do with this pet policy when
7 everybody is babysitting?

8 MR. BALDWIN: If something --

9 MS. JEFFRIES: Excuse me. Don't get out
10 of turn, now. Wait. When everybody is babysitting --
11 because when you go to these houses, they are full of
12 dogs. They'll say, I'm babysitting my auntie dog.
13 You go back again, well, I have to babysit my auntie
14 dog. I have to babysit my sister dog.

15 Graves Manor have had fleas jumps out of
16 the grass. We have plenty of dogs now. Like over
17 there, nobody has dogs. But when you knock on the
18 doors, there's dogs. We got hogs. We got possums and
19 coons, I mean, just animals. And all -- our dumpster
20 out there, the dogs big enough to get into the
21 dumpster.

22 MR. PERRY: Let me say this, again:
23 We're not here today to -- we discussed the policy.
24 The policy prevents what you're saying. Okay.

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1 What you need to do is address your
2 manager and then your manager's supervisor. If he's
3 now -- you know, if he knows the dogs are out there,
4 just tell your manager where the dogs are. Tell this
5 individual right here. And they'll do something about
6 it. I cannot see them not doing something about the
7 dogs.

8 The policy is there. The policy
9 prohibits exactly what you are saying. Okay? But you
10 need to address it with your manager.

11 Now, if you want to change the policy,
12 that's what I want to know. See, but what you're
13 saying is the policy exists and no one is enforcing
14 the policy.

15 MS. JEFFRIES: No one is enforcing it.

16 MR. PERRY: But we're not here today to
17 discuss the enforcement of the policy. We're here
18 today to get the policy together.

19 MS. JEFFRIES: No further questions.

20 MR. PERRY: And I'll guarantee you, I'll
21 get a meeting with you to enforce the policy. I have
22 no problem with that. I'll let you see the right
23 people. Okay?

24 MS. JEFFRIES: Okay.

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1 MR. PERRY: Now, if anybody has any
2 changes in the policy, let me know, if you want to
3 change the policy. But enforcement, we'll do that in
4 a separate meeting.

5 Lease agreement -- and y'all have a copy
6 of the lease agreement, and you-all have the proposed
7 changes. Let's go to the first section, which is Part
8 1, I believe. Okay. Instead of Part 1, go to Part 2
9 first, which is only four pages, which has about two
10 changes.

11 One is talking about attorney's fees, and
12 the other change is any level of execution. Do you
13 see those two changes? It's in Section Number 10.

14 MS. JULIUS: Just tell me what page it's
15 on.

16 MR. PERRY: On my page, it's on Page 2
17 and Page 3.

18 MS. JULIUS: Okay. Got it.

19 MR. PERRY: Okay. All of you were given
20 a packet at the last -- who did not bring their leases
21 to this meeting that I handed out to you? Let me give
22 you a copy if you didn't bring it with you.

23 Okay. Now, it's only two changes. One
24 change is the attorney's fees on Section 10. And it

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1 just states what's in the other part of the lease that
2 the resident agrees to pay reasonable court costs and
3 reasonable attorney's fees for any action brought by
4 Memphis Housing Authority for nonpayment of rent or

5 other breach of lease agreement. And that's just kind
6 of standard. But it's in the other part of the lease.
7 It's hidden somewhere in the other part of the lease.
8 I just put it on Section 10 where it wouldn't be
9 hidden and that you'll see it. Okay? That's on
10 Page 2.

11 On Page 3, it just says that when you
12 sign this document, that you agree to the terms and
13 conditions of Part 1 and 2 and also additional
14 documents made a part of the lease by records or
15 attachments. There's a lot of attachments to the
16 lease that you will receive, and those attachments
17 will become part of the lease agreement. You should
18 receive a pet policy, grievance procedure. And those
19 things will become a part of the lease. That's all it
20 says. Okay? It was there before. It says documents,
21 and I just said attachments, to clarify. Are there
22 any problems with that? Please speak up.

23 MR. BALDWIN: On this here -- this is for
24 the pet policy, you say?

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1 MR. PERRY: Say what, now?

2 MR. BALDWIN: On this second page where
3 the witness, tenant's certification, manager and
4 witness -- what is the tenant's --

5 MR. PERRY: That hasn't changed. That's
6 the certification where you say that all the
7 information you give is correct, that you're not
8 committing fraud, that you don't have -- you're not
9 receiving any other federal assistance, you don't have
10 another house where you're receiving federal funds for
11 that house. That's what that says, that
12 certification. That hasn't been changed. That's in
13 your current lease now. The only changes that were
14 made is in 11 and 10, which is highlighted.
15 Everything else remains the same.

16 Let me give you attachments that you need
17 to sign off on. You have the pet policy, maintenance
18 charges, watch out for lead paint poisoning, grievance
19 procedures, and housekeeping standards. The
20 housekeeping standards are no longer an attachment.
21 They're incorporated into your lease. Those are the
22 things that you usually sign off on as attachments.

23 MR. BALDWIN: That's with your manager?

24 MR. PERRY: Go to your manager whenever

1 you sign the lease.

2 MR. BALDWIN: Okay.

3 MR. PERRY: Now, this portion of the
4 lease I just gave you is printed off the system. And
5 it's unique to you because the first page gives your
6 income, number in your household. It comes right off
7 the computer, and then you sign it from the computer.
8 That's Part 2.

9 Part 1 is the standardized section which
10 applies to everyone. But this is unique to you. Also
11 on Page 1, it talks about you have to also register
12 your cars. If you have a car, the manager is going to
13 register the car for you. You're going to get a car
14 permit and all of that. That's in that section, too,
15 on the first page. I don't have the first page before
16 me, but I know it's there.

17 MR. BALDWIN: I didn't know that.

18 MR. PERRY: On Page 1, Number 1, it says,
19 tenants's auto license number is, make, your model
20 and your auto VIN number. Okay? So you register your
21 cars. You have to do that to let your residents know.
22 Okay? You're getting a parking permit. That's our
23 policy.

24 MR. BALDWIN: Who's doing the parking

1 permit because they ain't enforcing that?

2 MR.. PERRY: Say what, now?

3 MR. BALDWIN: They're not enforcing that.

4 MR. PERRY: Well, that's our policy.
5 We're going to start enforcing it. So just be ready.

6 MS. JULIUS: Is this something new?

7 MR. PERRY: No. It's been there for
8 umpteen years. Like the pet policy, it's been there
9 for the last annual plan, the annual plan before that,
10 and the annual plan before that.

11 MR. BALDWIN: Well, Mr. Perry, I know
12 they used to do that a long time ago. I do know they
13 used to have the car permits.

14 MS. STOKES: Any other changes or --

15 MR. PERRY: Okay. Now, let me ask you
16 this: Any problems with those two changes that I
17 made? Thank you.

18 Now, let's move on --

19 MR. BALDWIN: They need to be enforced
20 about the car thing.

21 MR. PERRY: Okay. Well, it will start
22 being enforced, hopefully.

23 MS. COOPER: Are residents with air
24 conditioners being charged for the units?

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1 MR. PERRY: It's going to come out in
2 your excess utilities.

3 MS. COOPER: Okay. So that's not an
4 additional fee?

5 MR. PERRY: No. We're not charging an
6 additional fee.

7 MS. COOPER: And they haven't gone to
8 monitoring the second color TVs and thing like that?

9 MR. PERRY: It's going to be picked up in
10 your excess utilities. See, you have -- when they
11 come out and do the utility study, they probably --
12 and this study is probably -- I assume that certain
13 appliances are in here. So one TV is probably already
14 in the study, but any extras is not. So they pick it
15 up in excess utilities.

16 MS. COOPER: That just seems to be
17 misleading the way it's written.

18 MR. PERRY: But I also think that -- we
19 talked about that last time.

20 MS. COOPER: Uh-huh (affirmative
21 response).

22 MR. PERRY: You can do -- we don't charge
23 additional charges.

24 MS. COOPER: Okay.

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1 MR. PERRY: Let me put it that way. We
2 do not charge additional charges.

3 MS. MCKINNEY: My name is Patricia
4 McKinney, Oates Manor. Who determines the excess
5 utilities because at Oates Manor, no one comes out
6 there. But every month, we get a utility bill. So
7 who determines that?

8 MR. PERRY: Excess utilities are
9 determined by -- we have a company. MLGW goes out.
10 They do a -- they'll go out, and they'll establish the
11 utility allowances. Then once you go over that, then
12 you're going to be charged excess if you go over the

13 allowances.

14 Now, we have meter readers that go out
15 and read the meters.

16 MS. MCKINNEY: They don't.

17 MR. PERRY: Okay. Well, we have meter
18 readers that are supposed to go out and read the
19 meters. They will read the meter. And then if you go
20 over that amount of your allowances, then you're
21 charged excess utilities. If you stay up under that,
22 you're not charged excess utilities. That's the way
23 it works.

24 MS. MCKINNEY: How do they determine it

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1 if they don't come out? Like at Oates Manor, they
2 supposed to come out on the 7th of each month.

3 MR. PERRY: Okay. As far as we know,
4 they come out each month and read the meters. Now,
5 this is Mr. William Webb. They also work for
6 Mr. William Webb. Now, if you can notice that they
7 don't come out and you never see them out there, I
8 mean, talk to Mr. Webb. We don't estimate utilities.

9 MS. MCKINNEY: We had no -- this winter
10 we had no heat. We got utility bills and --

11 MR. PERRY: I can only say that they are
12 supposed to come out and read the meters.

13 MS. MCKINNEY: I'll talk to Mr. Webb.

14 MR. PERRY: Thank you.

15 MS. GIBSON: Verlean Gibson. I got a
16 question. I guess it's a question of clarification on
17 something. On the allowance, an example would be, if
18 I have two or three color TV sets in my apartment and
19 another resident debtor has one, you mean my allowance
20 would be less than hers? Is that what I'm hearing?

21 MS. PARTEE: It's based on your bedrooms.

22 MR. PERRY: No. The allowance is based
23 on your bedroom sizes.

24 MS. GIBSON: And it's based on my bedroom

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1 size?

2 MR. PERRY: Right.

3 MS. GIBSON: And not by my appliances
4 what I have in there?

5 MR. PERRY: No.

6 MS. GIBSON: Okay.

7 **MR. PERRY:** But now, usually when they do
8 the studies, the studies that I've seen done and I
9 have to read them, they give you a certain amount of
10 kilowatts for maybe a radio or stove, et cetera, to
11 make a determination. You got to make a
12 determination. Okay. Now, but they don't give you
13 four or five TVs to do the study.

14 So the assumption would be that since you
15 have an allowance for one TV, if you have four or five
16 plus a lot of other things going on that you're going
17 to have excess utilities, that's not going to cover
18 it. That was an assumption.

19 Now, on the other hand, you might --
20 somebody there might have three or four TVs and they
21 cut back on something else, you know, or maybe they
22 just only burn their TV for an hour or so and cut off
23 the lights all the other time. But that's how they
24 base the utility allowances, on the reasonable

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1 appliances that a reasonable person would use, as to
2 what a reasonable person would use in a bedroom size
3 for that particular development.

4 **MS. GIBSON:** Okay. I'm hearing you. So
5 if we both got two bedrooms and I got more and she got
6 less, it's not going to be the same. That's what I'm
7 asking you. The allowance is going to be based on
8 what a reasonable person would use. It's going to be
9 the same.

10 **MR. PERRY:** If she's got two bedrooms,
11 the utility allowance is going to be the same. Okay?

12 **MS. GIBSON:** Okay. I'm clear on that. I
13 know excess is if you use more -- you can have one or
14 two things. If you use more, it doesn't matter
15 because it's in the apartment. Okay. So our two
16 bedroom would be -- we have a different -- you're not
17 going by appliances. See, this is what I'm kind of
18 reading here. Like, you might -- if I have two big
19 TVs or whatever --

20 **MR. PERRY:** No.

21 **MS. GIBSON:** The allowance is going to
22 be --

23 **MR. PERRY:** Don't worry about that in the
24 lease.

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1 MS. GIBSON: Okay.
2 MR. PERRY: Don't worry about that in the
3 lease.
4 MS. GIBSON: So that need to be taken
5 out.
6 MR. SANDERS: It needs to be taken out.
7 That's right.
8 MR. PERRY: Okay. Make the comment it
9 needs to be taken out. We'll look at that.
10 MS. GIBSON: This is Ms. Gibson --
11 Verlean Gibson stating that that comment need to be
12 taken out.
13 MR. PERRY: Okay.
14 MS. JULIUS: Malinda Julius. You said on
15 the sizes of the units?
16 MR. PERRY: Yes.
17 MS. JULIUS: Okay. Two five-bedroom
18 units, the utilities never come out the same, never.
19 MR. PERRY: Ms. Julius, I want to say,
20 the allowances would be the same. The utility bills
21 are not going to come out the same.
22 MS. JULIUS: Okay.
23 MR. PERRY: It's not going to come out
24 the same. See, my utility bill may be very low --

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1 lower than your utility bills because I have this rule
2 in my house about utilities because I can't afford to
3 pay it.
4 MS. JULIUS: Yeah. I see what you're
5 saying.
6 MR. PERRY: And so everybody's got to go
7 to work. I cut my utilities off at 8 o'clock. So
8 nobody's using no utilities. That's just my rule. If
9 you're there, you're going to be cold because I pay
10 the bills, so I want the bill to be very low.
11 But now, some other people, they have
12 their heat going all day. So their utility bill is
13 going to be high. If I saw a 300-dollar utility bill,
14 I'll just go berserk. Okay?
15 Now, let's move on.
16 MR. BALDWIN: Mr. Perry, I had a question
17 before Ms. Julius said something. On -- Mr. Webb, I
18 don't think they quite understand when Sean goes and
19 reads the meters for MHA -- excuse me. Billy Rivers,
20 he reads the meters on the allowance part of the meter

21 reading. Am I understand that right?
22 MR. WEBB: No. He actually reads the
23 usage as well. What I'll do in regards to your
24 question, Ms. McKinney, I'll provide a schedule to

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1 each of the resident presidents for --
2 MR. BALDWIN: When they going to come
3 out?
4 MR. WEBB: Yeah. Because we do have
5 that. We do have a schedule, and they're posted at
6 the property manager's office. If you-all don't have
7 those schedules, we'll make sure that you get those
8 schedules.
9 MR. BALDWIN: Yeah. Because I know that
10 it was totally different from if the Memphis Light Gas
11 and Water would come out and just read your meter.
12 Like, they come on the 25th of the month. And when
13 Billy comes out to read the meter, he might do more
14 than one development that particular day. Am I
15 understanding that right?
16 MR. WEBB: Again, I'll provide the
17 schedules. We don't read every MHA development.
18 MR. BALDWIN: Okay.
19 MR. WEBB: We do read some. So I'll get
20 that schedule out to those properties that we do read.
21 MR. BALL: Because we don't even pay
22 utilities, and they come out there and read that
23 because I see them over there reading that, you know.
24 MR. PERRY: Okay. Ms. McKinney is going

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1 to talk to Mr. Webb. And if you want to know when the
2 readers come out to your development, talk to Mr.
3 Webb, also. And we're going to move on from those
4 utilities right now. I hope everybody understands
5 utility allowances before we move.
6 So now, there's no problems with
7 anything else except I know what's your problem with
8 the charges by appliances. And I'll look at that. If
9 it doesn't need to be in the lease, I'll take it out,
10 but I have this feeling that it just needs to be
11 there.
12 Okay. Let's go to Part 2 -- I mean, Part
13 1 of the lease. On Part 1 of the lease, Page 3, I'll
14 go over these changes real quick with you.

15 Location -- and this is on Page 3, payment location.
16 We can set any other place designated by the
17 Authority. Okay? Is there any problem with that
18 change?
19 The rent currently is paid at the
20 development office, and then we just said any other
21 location designated by the Authority. In case we
22 wanted you to just mail your rent in, then you can
23 mail your rent in. We'll designate you to mail your
24 rent in, if you want to mail it in. Okay? That's the

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1 reason why I made that change. Okay? Any problem?
2 No problem with that change.
3 Okay. On Page 5, this is probably the biggest
4 change. I pointed this out to you at the last meeting,
5 those of you who were at the last resident president's
6 meeting, is that the rent will not change during the
7 period between regular re-examination unless you receive
8 an increase in income. Okay? If you receive an
9 increase in income, then your rent will change. I'm on
10 Page 5 up under Section 3. The first change added is C,
11 that residents receive an increase in income.
12 Now, then you go down to number D. If you receive
13 an increase in income, you have to report it within ten
14 days. That hasn't changed. That's always been there,
15 ten days. But if you receive an increase, then we're
16 going to raise your rent the third month following the
17 month in which you report the change. Okay? And that's
18 a big change. Do you understand that? Because it used
19 to be you stay the same for the whole year, and it'll
20 get changed during your re-examination. Right?
21 Everybody understands that? And now, you understand the
22 change; correct? Okay?
23 MR. SANDERS: My name is Albert Sanders
24 from Jefferson Square. But if you've got the change

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1 down here that it's going to become effective the
2 first day of the third month, then why do you have
3 Number 3 up here saying your rent will not change
4 during the period between regular re-examination?
5 MR. PERRY: No. It says rent will not
6 change during the period between regular
7 re-examination unless what happens? The resident
8 receives an increase in income. So if you receive an

9 increase in income, it's going to change. Okay? Am I
10 missing something? It says the rent will not change
11 during the period between regular re-examination
12 unless during such period you have an A or B. And
13 that's the reason why I added C. See, C wasn't there.
14 I added C, where it says resident receives an increase
15 in income. So I wanted you to know I didn't slip it
16 in. I added that C. Okay?

17 I added C where I can get down to D.
18 Without the C, I couldn't go to D. You're right,
19 Mr. Sanders. The C is what I added. Okay. The C
20 wasn't there before, but we've added C now. Okay?

21 I'm going to be honest with you. And the
22 deal is -- the real deal is that we need income.
23 Okay? And we're losing income if you wait a whole
24 year before we change it.

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1 MR. SANDERS: Okay. My second question
2 is this, going back to signing these leases, what
3 management normally does is turn these leases over,
4 put a X where you sign your name and date it. These
5 leases are not being explained to the residents. I've
6 been in the office. You go in there for your
7 re-examination. They do not explain anything to you.

8 If you got something that's changed in
9 here and you go for the change, you've got to make
10 this available to those people over there. And I'm
11 speaking up for the people at Jefferson Square because
12 a lot of my people don't read and write and don't
13 understand. They're just signing down there. And
14 it's not fair to them.

15 MR. PERRY: Mr. Sanders --

16 MR. SANDERS: And all I'm saying is if
17 you're going to change these leases, somebody needs to
18 come out to these developments and explain to these
19 people about this lease change.

20 MR. PERRY: Mr. Sanders, I am coming to
21 Jefferson Square to explain the lease changes to them.

22 MR. SANDERS: I understand that, sir.
23 And you won't get but 30 people to come downstairs.

24 MR. PERRY: Let me say this, Mr. Sanders:

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1 I'm going to provide this opportunity to talk to them
2 and explain it. Whether or not they accept that

3 opportunity or not, I cannot do anything about that.
4 I will make myself available. I will do that.

5 Also, the managers, prior to the time
6 they sign the lease, Mr. Webb will instruct them to at
7 least go over the lease with them, summarize that
8 lease. I'm sure Mr. Webb will do that.

9 MS. JULIUS: When do this go into effect?

10 MS. STOKES: When the plan is approved.

11 MR. PERRY: Yeah. When the plan is
12 approved. Hopefully, it will be approved July 1.

13 MS. JULIUS: So the raise that disability
14 senior citizens got January the 1st and if their
15 re-examinations don't come up -- for instance, mine
16 don't come up until November. My rent just went up
17 this past November. I got a raise in January. I
18 reported it. But my rent is not supposed to go up
19 until November. But if this change here you say if it
20 go into effect January --

21 MR. PERRY: July 1.

22 MS. JULIUS: July 1. Will my rent go up
23 July 1? Then my rent is going up twice without -- and
24 I'm not working.

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1 MR. PERRY: Well, if your rent goes up
2 July 1, since you're not going to get an increase
3 until January --

4 MS. JULIUS: In January.

5 (BRIEF INTERRUPTION)

6 MR. PERRY: Okay. Now, we're finished
7 with that. If your rent -- let's see. You had an
8 increase in July.

9 MS. JULIUS: Uh-huh (affirmative
10 response).

11 MR. PERRY: And it didn't go up because
12 you're on the one-year basis. So it's supposed to go
13 up in November. So it's going to go up July 1. But
14 it won't go up again until next January. Okay? I see
15 what you're saying. It's going to go up. If it comes
16 in effect July 1, then you're going to have a
17 increase. So it will go up, unless we said we wasn't
18 going to make it retro -- if we're not going to make
19 it retroactive, it wouldn't go up. So we can say not
20 make it retroactive. And then it would not go up.
21 And it all depends on the retroactivity. Okay?

22 So make that your comment, don't make it

23 retroactive. And then -- comment on that, and then we
24 will consider that.

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1 MS. JULIUS: Well, I'm making that my
2 consideration and mine not to go up until November.

3 MR. PERRY: Okay. I like that. Your
4 comments are taken. And we'll look at that.

5 MS. JULIUS: I'm on a fixed income.

6 MR. PERRY: Now, the only other comments
7 you can make is opposition, I mean, we really need to
8 do this -- the Housing Authority really needs to do
9 this. It gives you three months, though. Okay? So
10 you get to keep the same adjustment -- same rent for
11 three months versus -- there's a difference of nine
12 months.

13 MS. COOPER: Okay. I had a job at --
14 okay. I'm not working. I get a job and every 90 days
15 I get 10 or 15 cents raise. So in the course of a
16 year, my rent is jumping how many times?

17 MS. JULIUS: Every time you get a raise.

18 MR. PERRY: Every time you get a raise,
19 you report it. And it may or may not cause an
20 increase in your rent. I mean, I don't -- they'll
21 figure that out based upon your income and the
22 deductions and so forth. And it may. But if it does
23 cause that, it's going to be -- yes, it's going to be
24 some paperwork because every three months, you get to

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1 three months, and then it goes up. There will be some
2 paperwork.

3 The reason why we changed it and went to
4 the year was because of the paperwork -- some of the
5 paperwork -- like you're saying. But now we decided
6 we're going to try to see if we can keep up -- if we
7 can handle the paperwork, keep up with the paperwork,
8 and you come and report it, we'll make the change.

9 MS. COOPER: You can handle the paperwork
10 every six months as opposed to every three months when
11 I get a raise.

12 MR. PERRY: Okay. Again, I hear your
13 recommendation.

14 MS. COOPER: I recommend that you do it
15 every six months and no less.

16 MR. PERRY: Okay. I'll say this: We

17 have a court reporter here, and we've got to respond
18 to all those recommendations. But it will help if you
19 all get together and put your comments in writing
20 prior to the comment deadline. But we're noting your
21 comments here. You see we got a court reporter here.
22 And we'll look at them, and we will address each one
23 of your comments. But it would help if you put it in
24 writing.

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1 For instance, somebody made a comment
2 earlier about designating the high-rises for seniors
3 only. Now, if I were, you know, gathered around this
4 table, I would put some comments in, if I had a
5 problem with that saying, Housing Authority, why don't
6 you consider designating the high-rises as seniors
7 only. And then we would have to look at that and have
8 to consider that. Okay? So this is your opportunity
9 to do that. That's what this is all about. It's not
10 like -- it's not really as bad as your president said.
11 It not cut in stone, as far as I'm concerned.
12 Nothing's etched in stone. We have to consider your
13 comments. I mean, we really have to consider your
14 comments.

15 HUD will look at this transcript, and
16 they will look at the comments you made. And they
17 will look at us and see did you consider the tenants'
18 comments. So we have to do that. Nothing's etched in
19 stone. So you can make comments and suggestions, and
20 it could be some changes. I'm not saying that all
21 your comments are going to bring about change, but
22 some of them may. So make your comment. Okay?

23 Okay. Moving on on that issue, because
24 that's a big one. That's a monetary issue that will

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1 affect you.

2 The next change is on Page 8. It's
3 Section M. In Section M, it talks about that you
4 can't make alterations or repairs to your dwelling
5 unit, or you can't go up and put bricks on the wall or
6 put mirrors on the wall. You can't do that. Okay?

7 And what we did was we added a sentence
8 which says, to make no alteration or removal of
9 landscape in the yard or on the grounds. Right now,
10 this really doesn't apply to -- well, to most of the

11 developments who don't have landscape. But if you do,
12 you can't go out and remove the landscape. But we're
13 going to have scattered sites, and it's going to be
14 some landscaping there in the scattered sites. And we
15 don't want people removing the landscape. Don't go
16 out and move the bricks and the logs and so forth.
17 That's the reason why that's there. Even in public
18 housing now, your development -- your landscaping,
19 don't go out and remove it. And that's what that's
20 there for. Okay?

21 Any problems with that? Does that make
22 sense?

23 MS. GIBSON: Yeah, if it was some
24 landscaping there.

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1 MR. PERRY: Okay. Thank you. If it's
2 not any landscaping there, it doesn't apply to you.
3 All right?

4 MR. SANDERS: Take care of Number P.

5 MR. PERRY: Number what?

6 MR. SANDERS: P.

7 MR. PERRY: Not to display, use, or
8 possess, allow -- okay. Let me do this right here
9 right quick: Let me hold Number P. Let me go through
10 my changes, and I'm going to come back, and we're
11 going to discuss your changes and your suggestions.
12 Is that okay if we do it that way? And I've got P. I
13 knew that was going to be a big item. So we're going
14 to talk about P. Is that all right, Mr. Sanders?

15 MR. SANDERS: Sure.

16 MR. PERRY: On Page 9, I got a BB in red.
17 So it must have made a change. It says to comply with
18 community service requirement and -- okay. You have a
19 eight-hour community service requirement that you have
20 to do on self-sufficiency program. If you don't do
21 that, your lease will be terminated because you didn't
22 do that. And I know the Hope 6 project, it was on
23 hold for Section 8. But I've been advised it's going
24 to start -- it's going to be -- it's on hold for

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1 public housing, and I've been advised it's going to
2 come back in effect for public housing, reinstated for
3 public housing. But it is in effect with our Hope 6
4 project as of right now.

5 And in that regard, we go to EE, which is
6 another change. And basically for the Hope 6 Project,
7 we put this in, but it could also apply to you: Not
8 to violate or breach any terms in the self reliance or
9 self sufficiency agreement, and the breach of this
10 disagreement would be a violation of the lease
11 agreement. Okay?

12 This is where you'll see it, and none of
13 you will really unless you're in -- how many people in
14 here are in College Park? No one in College Park.
15 Okay. I'm going to pass out to you a self-sufficiency
16 agreement. None of you have signed one of those yet.
17 You probably won't unless you move to one of the Hope
18 6 projects.

19 On Page Number 12, Housekeeping Standards
20 is Section 16. On section B, I think we changed that.
21 It had, if you violate the housekeeping standards, it
22 says it will result in eviction. We changed it to
23 shall to make it stronger. So if you violate the
24 housekeeping standards, you shall be evicted. Okay?

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1 MR. BALL: On that housekeeping, now, are
2 you talking about the one strike you're out now?

3 MR. PERRY: No. We're talking about
4 having a clean apartment, your stove is clean, your
5 range is clean, your refrigerator is clean, your floor
6 is not dirty. That's what we're talking about. You
7 walls are not dirty. That's what we're talking about.

8 If that happens, the first time they're
9 going to write you up. The second time, you go to
10 housekeeping -- somebody help me out. You go to
11 housekeeping class the second time or first time?

12 MR. WEBB: Third.

13 MR. PERRY: Third time, you go to
14 housekeeping class, after that, evicted. Shall be
15 evicted. We changed the language from will be
16 evicted, you shall be evicted.

17 MR. BALDWIN: Shall or will?

18 MR. PERRY: Shall. It used to be will.
19 The language now is shall be evicted in that clause.
20 There is a difference in the world of will and shall.
21 But speak up. If you want to say will --

22 MR. BALL: I feel that it's still
23 obtaining [sic] to the one strike that you're out
24 policy, too. And I feel if we can work with people

1 that are on drugs and have programs on drugs, I feel
2 that we can work closer with our residents without
3 just deliberately just putting them out. And what I
4 mean about that is, you've got to be really filthy or
5 you've got to be really bad just to get evicted out of
6 public housing. I don't feel that what the way it's
7 going now that if a child just mess in his pamper or
8 if a person has something spilled on the floor, that
9 he's going to be evicted. I mean -- and to the
10 managers over the manager, and the manager is not
11 telling the tenants the truth. They're telling them
12 you got to go. And they easing the lease cancellation
13 and taking them to court under the nonpayment of rent
14 page. I know that, too.

15 MR. PERRY: Well that's true.

16 MR. BALL: Well, it shouldn't be that,
17 civil court for nonpayment of rent. There is a higher
18 court that a tenant supposed to go to. And you're
19 going to take a tenant to court saying that he hadn't
20 paid his rent, but you're putting his lease
21 cancellation on the fact of the nonpayment of rent.

22 MR. PERRY: You have to pay your rent,
23 and you have to keep your house clean.

24 MR. BALL: You got to pay your rent.

1 That's what that court says; right? That court says
2 you have to -- now, you the lawyer. The court says
3 that you has to pay your rent; right? Huh? But now,
4 if you got a lot of cases, maybe you know something
5 about it. They're taking these cases to court,
6 telling the tenants -- and because I got a manager got
7 hot with me when I told the resident when they came to
8 me for assistance. I say, if you feel like --

9 MR. PERRY: Hold on for one moment.

10 Let's keep it to housekeeping standards. Do you have
11 a problem with the housekeeping standards?

12 MR. BALDWIN: Yes. That's part of that.

13 That's what they saying.

14 MR. PERRY: What is the problem with the
15 housekeeping standards?

16 MR. BALDWIN: That's part of the house
17 keeping clean.

18 MR. PERRY: What problem do you have with

19 it?
20 MR. BALDWIN: With the one strike, you're
21 out. They are doing that to tenants now.
22 MR. PERRY: What problem do you have? Do
23 you have a problem with them keeping the walls clean?
24 MR. BALDWIN: I feel that they should

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1 have some type of counseling to talk to them.
2 MR. PERRY: This is what Ms. Partee said:
3 They go out on the first inspection; correct?
4 MS. PARTEE: The manager has already
5 gone.
6 MR. PERRY: Okay. The manager goes out
7 and tells the people -- tells the tenant, the
8 resident, you need to clean up your apartment. The
9 second time, who goes out?
10 MS. PARTEE: Fire safety.
11 MR. PERRY: Fire safety goes out and
12 tells the tenant, resident, you need to clean up your
13 apartment. Then they go out a third time. It's not
14 until the third time you have to go to housekeeping
15 class.
16 MR. BALDWIN: Okay. Well, the manager
17 didn't go the first time.
18 MR. PERRY: But that's three times.
19 MR. BALDWIN: Housekeeping went.
20 MR. PERRY: Housekeeping went the first
21 time.
22 MR. BALDWIN: Fire safety went.
23 MR. PERRY: They went out the second
24 time. But that's three times, Mr. Baldwin. How many

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1 times you want us to go out?
2 MR. BALL: You need some type of
3 counseling. If you can use the counseling for drugs,
4 you can use some for the poor people that stays in
5 public housing.
6 MR. PERRY: But we're giving the
7 counseling.
8 MR. BALDWIN: And that's the way I feel.
9 Counseling ain't going to no class. Get somebody to
10 take time to talk with these people. If they half
11 crazy, they talk to them. Anger management talks to
12 them.

13 **MR. PERRY:** Okay. So now, what you
14 suggest is that you want us to counsel the individual
15 who has a housekeeping problem.

16 **MR. BALDWIN:** Yes. I want them
17 counselled.

18 **MR. PERRY:** That's fine. That's a nice
19 comment.

20 **MR. BALL:** You ain't counseling these
21 drug dealers coming in and selling drugs out of there
22 Yeah. I want them counselled.

23 **MR. PERRY:** And we're going to note your
24 comment on that. But again -- one more thing: Put

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1 your comments in writing regarding housekeeping. All
2 right?

3 **MR. BALDWIN:** All right.

4 **MR. PERRY:** I'll note that comment.

5 Now, moving right along. The next change
6 I have is on Page 13. It deals with refrigerators.
7 If the refrigerator you have fails to operate or cool,
8 it is your responsibility to make sure that you secure
9 the food in the refrigerator and keep it from
10 spoiling. Okay?

11 **MR. BALL:** Agree with that.

12 **MR. PERRY:** Do we have any problems with
13 that?

14 **MR. BALL:** No.

15 **MS. JULIUS:** I do.

16 **MR. PERRY:** Yes, ma'am?

17 **MS. JULIUS:** If the refrigerator fails to
18 operate by cooling or freezing, it is the resident's
19 responsibility -- Malinda Julius, Ford Road -- to make
20 every effort to secure the food and keep it from
21 freezing.

22 **MR. BALDWIN:** Keep it from spoiling.

23 **MS. JULIUS:** Spoiling, I mean. How can
24 you -- if the refrigerator is not freezing and it's

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1 not keeping your food cool, how can you keep the food
2 from not spoiling?

3 **MR. PERRY:** Well, this is what I want you
4 to do, what I want you to help us out and do: You may
5 have to go take it to your neighbor's refrigerator, go
6 take it somewhere else for that time being until

7 the -- now, we have an obligation. Let me say this.
8 We have an obligation to fix the refrigerator. So
9 when you call us, we're going to come out as soon as
10 possible and repair the refrigerator. And it should
11 be an emergency. How many hours is that?

12 MR. WEBB: Less than 24.

13 MR. PERRY: We're going to try to be out
14 there in less than 24 hours.

15 MS. JULIUS: Not to a refrigerator.

16 MR. PERRY: What, now?

17 MS. JULIUS: Not to a refrigerator.

18 MR. PERRY: Okay. We're going to try to
19 do it -- he said it's 24. In 24 hours, we're going to
20 try to get out there to repair the refrigerator.
21 Okay?

22 Now, number one is, if it goes out,
23 breaks, then keep it closed. And usually the food
24 will keep for a couple of days. Under normal

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1 circumstances, it's supposed to do that. In storms
2 and so forth, it should keep. But otherwise, we want
3 you to take your food out and remove it. We don't
4 want to see too many claims. What's going to happen
5 is we're not going to be paying claims on the
6 refrigerator. It's getting out of hand. Okay? And
7 that's what this is all about. I'm going to be -- you
8 know, we get a lot of refrigerator claims. And so
9 we're trying to cut back on that. So I'm letting you
10 know now, you have an obligation to try to maintain
11 that food.

12 MS. GIBSON: Verlean Gibson.

13 MR. PERRY: Yes, ma'am, Ms. Gibson?

14 MS. GIBSON: I'm kind of lost on this
15 here. So you're saying that I have an obligation to
16 maintain my food. And if my food do spoil and I do
17 make a claim, I have to prove what? I mean, what if I
18 don't? I mean, you -- I'm buying my food. So MHA is
19 going to buy my food. So I have to keep it -- I mean,
20 I'm missing the point. I understand a lot of claims.

21 But how can you regulate if I let my food
22 automatically just spoil because I want to go back and
23 get the -- you know, get y'all to give me some money
24 for it or something like that?

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1 **MR. PERRY:** We're not going to pay you
2 any money for it is basically what I was saying.
3 **MS. GIBSON:** Oh, so basically what you're
4 trying to say -- okay.
5 **MR. PERRY:** So I'm trying to tell you in
6 a nice way, you need to mitigate your damages, and you
7 need to take care of your food.
8 **MR. BALDWIN:** Mr. Perry, what you saying
9 don't make no sense. Hold on, Ms. Julius. I just had
10 my hand up, baby. What you are saying does not make
11 no sense, Mr. Perry, and I understand you're an
12 attorney. What you are saying -- what it seems like
13 that you are saying that you just trying to save the
14 Housing Authority some money. We don't -- we can't
15 determine whether the refrigerator goes out and when
16 the food spoils. That don't make no sense, Mr. Perry.
17 **MR.. PERRY:** Well, let me say this: You
18 go in your refrigerator. You should know when your
19 refrigerator goes out, unless you're away from home.
20 Now, if you're away from on home and on vacation, I
21 can understand, you know, if something happens. But
22 if you're at home, you're going to know the exact hour
23 and exact point that refrigerator goes out most of the
24 time. Okay?

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1 **MS. GIBSON:** Okay. So what you're
2 saying, if an emergency -- if my refrigerator goes
3 out, and within 24 hours the emergency supposed to
4 come out and do something to that. If in 24 hours
5 they do not come our or if 24 hours I have something
6 in it that might spoil if it don't keep to a
7 temperature, you know, in one hour, but you're saying
8 24 hours. So it's like a conflict, you know, I think.
9 **MR. PERRY:** He's saying that they will
10 come out and try to repair your refrigerator within 24
11 hours. Is that correct?
12 **MR. WEBB:** That's correct.
13 **MS. GIBSON:** Twenty-four hours.
14 **MR. PERRY:** Twenty-four hours.
15 **MS. GIBSON:** Okay. I heard 24 hours. So
16 then it's my responsibility to figure out a way to
17 keep the food fresh.
18 **MR. PERRY:** That's what I would like for
19 you to do, yes. Keep it cool. That's what I would
20 like for you to do. That's what this says. That's

21 what I want you to do.
22 MS. GIBSON: Okay.
23 MR. PERRY: But let me say this: For 24
24 hours, if the refrigerator door is closed, the food

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1 should not spoil. It should not spoil.
2 MS. YANCY: It won't act like a deep
3 freezer.
4 MR. PERRY: It shouldn't spoil. My
5 utilities went out when the snow storm occurred, but
6 it kind of kept for a couple of days. But don't open
7 it. If you open it, you lose your -- yes?
8 MR. SANDERS: Albert Sanders. I think
9 that maybe we need to strike that last part or find
10 out how to reword it for the simple reason, we've had
11 some problems at Jefferson Square.
12 I'm going to address this to Mr. Webb.
13 When you call the emergency crew on the weekend, when
14 they come out, they come three of them, they come in a
15 little trio, three of them. They state what they
16 cannot do, and they pack their little stuff and go
17 back home. Let's be for real about it. I'm going to
18 address it to him. Water flows over there. They come
19 over there and look at the ceiling right over the
20 light. The electrician wire don't work. They come
21 out and look at it, put a bucket up under something
22 and go right back. And I've asked this not only this
23 year but last year. Why do you have the emergency
24 crew on the weekend when they don't ever repair

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1 anything?
2 We got air conditioners sitting in our
3 units over there. And whenever the freon goes out on
4 them on the weekend, you're trapped over there in that
5 apartment, and it's hot. They tell you get this done
6 Monday. I'm just telling you. I'm just telling you
7 what they do.
8 MR. PERRY: Address him with that. But
9 tell me about refrigerators.
10 MR. SANDERS: We've had -- for the type
11 of refrigerators you-all bought, sometimes these
12 people get up in the morning, and the thing is not
13 working. So if you're sleep at night, you're not --
14 I'm saying, you don't know. And then you call -- or

15 you call the manager. It's two or three days before
16 they even bring you anything back. So what are you
17 going to do?

18 And you know, older people don't buy a
19 lot of food. They've got a little stuff there. And
20 guess what? I don't want to take my food and put it
21 in somebody else's apartment. I don't know if that
22 apartment is clean or the refrigerator is clean. I
23 don't want to do that.

24 MR. PERRY: Okay.

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1 MR. SANDERS: And I'm just speaking for
2 the people over there. You understand?

3 MR. PERRY: Okay.

4 MR. SANDERS: Because we've gone through
5 this. Three or four days before we get any kind of
6 work to be done there. It shouldn't be that way.

7 MS. JEFFRIES: Louise Jeffries, Graves
8 Manor. The refrigerator is a must in the unit. You
9 have the average person that's on medication has to
10 have the medicine refrigerated. So do you think by
11 any chance the medication would be stabilized in a
12 24-hour time it takes to get a refrigerator there?

13 MR. BALL: No.

14 MS. JEFFRIES: See, I wouldn't want to
15 have to go through that because I'm a diabetic, and I
16 would not like to sit 24 hours for my medication to be
17 on ice.

18 MR. PERRY: Ms. Jeffries, I think he said
19 they would get it fixed within 24 hours -- I mean,
20 they would probably get it fixed within 24 hours.
21 That's what he said.

22 MS. JEFFRIES: It would be 24 hours or 24
23 days.

24 MR. PERRY: It may be sooner than that.

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1 I mean, it could be --

2 MS. JEFFRIES: It will be 24 hours or 24
3 days because I've been there and done that. See what
4 I'm saying? I waited a whole week to get a
5 refrigerator that went all the way out. And I don't
6 complain about things. I just take my time. Like you
7 said, I just secured my stuff somewhere else. But I'm
8 saying, I don't think everybody that has a problem

9 will be able to wait that long for a refrigerator.
10 MR.. PERRY: And Ms. Jeffries, I agree
11 with you. You heard what he said. They will get out
12 there within 24 hours.

13 MS. STOKES: And if there are any issues,
14 remember, put it in writing and submit it to us that
15 you don't agree that item on the lease. Is there
16 another question?

17 MR. BALDWIN: I know I gets on your
18 nerves. But Mr. Webb, would you please be
19 expectatious [sic] as you possible about fixing these
20 residents' refrigerator because what Mr. Perry saying
21 don't make no sense. Would you please be expectatious
22 as possible about getting these residents
23 refrigerators or heaters or whatever needs to served
24 to the residents? Please be expectatious as possible

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1 with the residents.

2 MR. WEBB: We will do everything we can.

3 MR. BALDWIN: I appreciate that.

4 MR. PERRY: Okay. Moving on to D,
5 Housekeeping Standards Outside the Apartment. Now, if
6 this doesn't apply to you, don't worry about it. On
7 yards, we ask that you need to rake the leaves in your
8 yard and keep the trash picked up in your yard. Okay?
9 Sidewalks -- and this is basically for scattered
10 sites. None of you here live in scattered sites, I
11 don't believe. They're going to be responsible for
12 removing the snow and the ice from the sidewalk.

13 Basically, we're trying to get one lease
14 that applies to everyone. And some of these things
15 will not apply to you, and this right here is one that
16 doesn't. You don't have to remove the snow in the
17 developments where that's not possible. On your front
18 porch, though, you will be expected to do it there.

19 MS. YANCY: Lizzie Yancy. I want to ask
20 a question. This might not comply with -- since this
21 is the lease. If somebody flush the water out of
22 their house and it runs all the way down on your
23 carpet, all in your closets -- it happened at my
24 place. And the manager told them that they -- wasn't

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1 nothing they could do about it, nothing. Because I
2 would hate for anybody to run stuff down on my

3 clothes, especially.

4 MR. PERRY: Well, let me say this --

5 MS. YUA: I'd be ready to fight.

6 MR. PERRY: That's in the lease. Let me
7 take up all your issues in the lease now. Those are
8 mine. I'm finished with my changes. We're going to
9 address that one.

10 And the first one was the guns. We're
11 going to address the first. That was in Section --
12 Page 8, Letter P. Okay. What would you like,
13 Mr. Sanders?

14 MR. SANDERS: What I'd like?

15 MR. PERRY: What is your comment?

16 MR. SANDERS: I'm saying this is part of
17 the lease. What I'm stating, it's not being enforced.
18 This is not being enforced. And this is primarily
19 to -- I guess to Jefferson Square. I don't know about
20 the other high-rises, since we do live in a building
21 with practically one door that you go in and come out.
22 And this has happened before. We brought this up.
23 I'm saying, this is not being done.

24 And we do have security there 24 hours, 7

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1 days a week. As we speak, we do have the gentlemen
2 with the weapons in their pockets who stand in the
3 lobby, and who stays in our lobby. And I've addressed
4 this problem to more than one person. And as I speak,
5 it's still not happening.

6 MR. PERRY: Okay. You want no firearms?

7 MR. SANDERS: No. That's not whether I
8 want. You can have a firearm, but you have to have a
9 permit to have it in your dwelling place where you
10 live. And to carry one, you need another permit to
11 carry it. All I'm saying is, we live in a building
12 that's practically you just going to say one door
13 entry. Why should we have people in the lobby with
14 these firearms on their person? Why should we have
15 our residents who run down there with a firearm on
16 their person to attack someone else? When security is
17 there and write it up, it never gets to the
18 management. It don't get to anybody. And why do you
19 have this joker that's done this more than one time
20 and nothing has happened? That's all I'm saying.
21 Management is not doing what they're supposed to do,
22 and we have to live with this here.

23 MR. PERRY: Okay.
24 MR. SANDERS: And over three-fourths of

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1 the people over there are females. And right now, you
2 know, as the resident president, we are heading for
3 another thing over there in that development. But
4 nobody want to take us serious.

5 MR. PERRY: Okay. You would -- now,
6 again, let's say for instance, an individual has a
7 permit. But you'd rather have him go to -- he would
8 have a permit but not allowed to have a gun.

9 MR. SANDERS: I really don't want them to
10 have that.

11 MR. PERRY: Okay. Well, say that.

12 MR. SANDERS: The situation we had when
13 security did go up the resident, he had a permit, but
14 it was no good. And nothing was done about it,
15 nothing.

16 MR. PERRY: Well, my thing is -- my
17 scenario was they have a good permit, a permit to
18 carry a gun. Would you not want the high-rise to be
19 where you couldn't carry a gun if you had a permit?

20 MR. SANDERS: Mr. Perry, maybe I'm not
21 making sense to anyone in here. But you look at the
22 kind of people that you got in a high-rise. Besides
23 the 603s, you got all these ex-drug people in there
24 and alcoholics and all these folks.

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1 See, you-all don't live there. You-all
2 do a workout, and you go home. We have to deal with
3 these folks between the 1st and about the 8th of the
4 month. And once they got their money, they just like
5 flies, in and out, in and out, just trouble all night
6 long, going back and forth, arguing, making pistol
7 plays. It was a man yesterday -- we came from church.
8 He sitting in the lobby just cursing and going on.
9 Security said something to him. They don't do
10 anything. Nobody come. You ask for back up. They
11 come and talk to them, you know, like nothing's going
12 on.

13 And all I'm saying is, that's how we had
14 an incident, and we're brewing for something else.
15 But all I'm saying is -- maybe I'm wrong. But why
16 would you let somebody live in public housing with

17 weapons in one of these buildings?
18 MR. PERRY: Okay. You don't want any
19 weapons in the building.
20 MR. SANDERS: That's what I'm saying.
21 MR. PERRY: All I want you to do is state
22 what you want the policy to be.
23 MR. SANDERS: I don't think we should
24 have no firearms.

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1 MR. PERRY: No firearms. Thank you.
2 MR. SANDERS: On no developments,
3 nothing.
4 MR. PERRY: Okay. That's what I want you
5 to say. That's your comment. We'll look into that.
6 MR. SANDERS: We don't want it. It's too
7 dangerous.
8 MR. PERRY: There you go. Thank you.
9 MR. SANDERS: Staying in the
10 low-developments with all these security guards,
11 making pistol plays in the yard, shooting everybody.
12 We don't want weapons at Memphis Housing Authority.
13 That should be a part of your lease. If you're going
14 to live here -- first place, HUD said they would
15 provide us with a clean and a safe environment. And
16 when you got weapons, it's not a safe environment.
17 MR. BALL: Well, I disagree with that. I
18 disagree with that. The way times is now, I disagree
19 with that. I really do. I disagree with that.
20 MR. SANDERS: That's my opinion.
21 MR. BALL: It really -- it's too tough.
22 I ain't going to go with that. Y'all can put it on
23 the table, but I disagree with that.
24 MR. PERRY: Okay. And you disagree with

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1 it.
2 MR. BALDWIN: Yes, sir.
3 MR. PERRY: You like the policy as it is.
4 MR. BALDWIN: Beg your pardon?
5 MR. PERRY: You like the policy as it is.
6 MR. BALL: That's right. I mean, these
7 people are doing everything. You don't know what
8 these folks got.
9 MR. SANDERS: We don't.
10 MR. BALL: You don't know what these

11 people got.
12 MR. PERRY: Okay. That's fine.
13 MR. BALDWIN: We need as much security
14 arm as we can get the way times are now.
15 MS. JEFFRIES: What you saying? We need
16 as many guns as we can get?
17 MR. PERRY: Okay.
18 MR. SANDERS: He doesn't live in a
19 high-rise.
20 MR. BALL: I mean, in a community.
21 MR. SANDERS: I understand what you're
22 saying. We live in a community. But you-all live in
23 a low-rise. You got a front and a back door. We live
24 in one where they just stand in the lobby. And once

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1 you get upset, I'm just saying, here you go. You've
2 got an incident. And what you going to say then?
3 MS. JEFFRIES: Because I was in one of
4 the high-rises over there, and he was standing around
5 packing his gun.
6 MR. SANDERS: Now, I'm saying that's just
7 me. Whatever you vote on, fine.
8 MR. PERRY: All right. Now, we got both
9 recommendations, one for the high-rise and one for the
10 low-rise. So you're speaking for the low-rise?
11 MR. BALL: I'm speaking on both of them.
12 MR. PERRY: Okay. You're speaking on
13 both of them. Okay. And you live in a low-rise.
14 MR. BALL: I live in a low-rise. But
15 look what happened in the high-rise. Look what
16 happened -- look at the incident that happened in the
17 high-rise.
18 MR. PERRY: Now, Mr. Sanders, I'm going
19 to ask you. I'll have you put your comments in
20 writing, too. Also put your comments in writing, too,
21 Mr. President.
22 Okay. Now, the next change -- your
23 change, the next change you want to talk about. The
24 person who needs to be responsible is the person

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1 upstairs who caused the flood. He needs to reimburse
2 you. That's the answer to your question. The person
3 upstairs, that's who you need to look to.
4 MS. YANCY: We have to make him pay it?

5 **MR. PERRY:** You have to make him pay it,
6 because it wasn't our fault. If it was the Housing
7 Authority's fault, it would be a different thing. But
8 if he caused the water to come down on your
9 belongings, then that's who you've got to look to.
10 Now, what we're telling you to do, Ms. Yancy, is that
11 also we tell you is you can get insurance to cover
12 those kind of things when it happens.

13 For instance, if there's a fire in the
14 development that somebody else has caused, then we're
15 not going to reimburse you if you -- if you just
16 totally, you know, lose everything, we won't reimburse
17 you if somebody else causes a fire.

18 **MS. YANCY:** I know. That happened --
19 Lizzie Yancy. That happened --

20 **MR. PERRY:** Renter's insurance is what
21 you need.

22 **MS. YANCY:** That happened to one of our
23 residents.

24 **MR. PERRY:** Now, if it's our fault,

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1 that's a different story. If it's not our fault, we
2 won't reimburse you.

3 **MS. GIBSON:** Verlean Gibson. On the same
4 subject, if a resident keep flooding down to your
5 apartment and do some damage to your furniture, your
6 belongings and we report it to MHA so many times, it's
7 not y'all's responsibility for the damage done to my
8 personal items, which I keep reporting to you that
9 this resident is doing and you take -- nothing's done,
10 you know, with the resident?

11 **MR. PERRY:** That's very interesting right
12 there. If we were negligent in some kind of way, then
13 that's a possibility.

14 **MS. GIBSON:** That I need to come for MHA.

15 **MR. PERRY:** Right. If we went on and
16 talked to the resident and did everything we could,
17 no. We're going to try. His manager is going to talk
18 to that resident. I'm sure they did. They did
19 everything possible.

20 **MS. GIBSON:** I understand -- I mean, I
21 understand that point. If the manager do talk to the
22 resident, after a certain length of time, five or six
23 water floods, you know, consistently keep doing it,
24 and it have to be the management, something there with

1 the resident they not doing, the person not being
2 fined, the person not -- I mean, whatever you need to
3 do to stop that from happening. It's not my
4 responsibility to a certain degree when I reported
5 this person keep doing this here, consistently doing
6 it and the agency is not doing anything about that.
7 So when my stuff do get damaged, after a certain
8 length of time, then I can't say that it's
9 necessary -- or go up there and sue the resident. I
10 also can come another way.

11 MR. PERRY: Well, you can try to file a
12 claim with us. And most likely, you know, it's not
13 going to go through. We're going to tell you we did
14 everything possible.

15 MS. YANCY: You just said you have to pay
16 the court courts.

17 MR. BALL: What is the situation here? I
18 mean, why is it flooding. Is it like that a resident
19 is washing dishes or --

20 MR. PERRY: Sometimes a resident might
21 just leave the water running.

22 MR. BALL: Huh?

23 MR. PERRY: Sometimes a resident might
24 leave the water running.

1 MR. BALDWIN: No. I'm saying, what is
2 the -- I mean, what's the cause of it?

3 MR. PERRY: Oh, I don't know. This is
4 just a hypothetical. That's just a hypothetical she
5 gave. I'm just saying if the residents call --

6 MR. BALDWIN: It could be MHA fault.

7 MR. PERRY: I'm just saying, if it's our
8 fault, it's a different story. If it's the resident's
9 fault --

10 MR. BALL: That's what they're asking.

11 MR. PERRY: Okay. But then you just go
12 with whose fault it is.

13 MS. GIBSON: My question is, when it
14 begins to be MHA fault?

15 MR. PERRY: Oh, I can't tell you that.
16 It's going to be on a fact situation basis. On each
17 situation, it's going to be different.

18 MS. YANCY: It won't be nobody fault.

19 Just catch them and get your money worth out of them
20 and then go on and move.
21 MR. PERRY: Okay?
22 MS. GIBSON: Okay.
23 MR. PERRY: Yes, ma'am?
24 MS. MCKINNEY: Patricia McKinney. So

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1 this needs to be removed; right, about the insurance?
2 It don't need to be removed?
3 MR. PERRY: No. We have to tell you
4 that. We have to tell you that, that you have to get
5 insurance, and we're not paying. Okay? We explain to
6 you. We have to tell you that where you will know
7 because we're not going to pay for anything that
8 happens in that unit that we are not responsible for.
9 MS. YANCY: Insurance ain't going to pay
10 for the water running down on your head. I don't know
11 what insurance you looking at.
12 MS. JEFFRIES: Let me ask you one
13 question.
14 MR. PERRY: Yes?
15 MS. JEFFRIES: Louise Jeffries, Graves
16 Manor. Now, let me ask you a question. My questions
17 have already been answered as far as I'm concerned, so
18 I won't even go into that. Whose responsibility is it
19 that the sewage is not properly -- that a unit is
20 built on top of a sewage?
21 MR. BALL: Good question, Ms. Jeffries.
22 That's a good one there.
23 MS. JEFFRIES: You don't have to answer
24 that.

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1 MR. PERRY: Okay. Thank you. But you
2 know what? He talked about that. We're doing some
3 sewer --
4 MR. KURTZ: We're doing sewer work at Foot
5 Homes.
6 MR. PERRY: Foot Homes is doing some
7 sewage work.
8 MR. KURTZ: We finished at Dixie.
9 MR. PERRY: Finished at Dixie.
10 MR. KURTZ: And we're still working at
11 Graves Manor.
12 MR. PERRY: Okay. Anything else? Any

13 other portion of the lease that you have a problem
14 with?

15 MS. COOPER: I want to ask a question
16 about the overtime as in maintenance. Who determines
17 overtime? Is it from the employees going over the
18 amount of time, or is it after hours or what? I think
19 it's on --

20 MR. PERRY: Are you referring to charges?

21 MS. COOPER: Right.

22 MR. PERRY: Okay. What she's referring
23 to is the schedule of other charges. Whenever -- for
24 instance, if the resident breaks out a window and the

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1 maintenance employees come out to fix that window
2 after 4:30, you're going to be charged, I think, their
3 salary plus the cost of the window, to fix it. Okay.
4 That's what she's referring to. There's a schedule of
5 charges.

6 Okay. Like for instance, if you throw --
7 picking up trash is like 10 or \$15. I just can't get
8 it off the top of my head. But what she's referring
9 to, if the resident breaks something and it's your'
10 fault. You shouldn't have done it. If your child
11 breaks out a window, then we're not going to fix that
12 window. Okay? We're going to fix the window, but
13 we're going to charge you. Do you understand that?

14 So if it's after hours, you're going to
15 get charged whatever that maintenance man's rate of
16 pay is, plus what the materials cost to fix that
17 window.

18 MS. COOPER: What if it's not your fault?

19 MR. PERRY: Well, if it's not your fault,
20 don't even worry about it. We'll take care of it.

21 MR. SANDERS: What's after hours?

22 MR. PERRY: After 4:30. And what we're
23 going to do -- the rates will be posted. Whatever the
24 rates are in the maintenance department, the rates,

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1 what their pay is, it's going to be posted on your
2 bulletin board. So you will know what that's going to
3 be.

4 MR. SANDERS: Page 10, MHA's
5 responsibility, Number 3. Are you there?

6 MR. PERRY: I'm here.

7 **MR. SANDERS:** I'm going to address this
8 to Mr. Webb. If a resident and all adult members of
9 the household are absent from the dwelling unit at the
10 time of entry, MHA shall leave in the dwelling unit a
11 written statement specifying the date, time, and
12 purpose of entry prior to leaving the dwelling unit.
13 And this is not happening when they come and do
14 repairs. You go to -- well, we go downstairs and tell
15 the clerk what's going on, and they make a ticket.
16 And they pick the ticket up to come to do the repairs.
17 We don't know when they've been in the
18 apartment, what they did, or when they left. We do
19 know one thing, that there's a sloppy job being done.
20 Go in your bathrooms, your rugs are all messed up,
21 your stuff is out of place. And I know they have to
22 move the stuff. The garbage disposal -- the way I
23 feel is that all these things are connected. They go
24 to do the garbage disposal -- I know they don't put

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1 anything back. But you-all need to look at all that
2 gook and stuff that's left there and it's not cleaned
3 up and leave your apartment.
4 We just want to know whose been in our
5 apartment, who did the work, and what time they were
6 in there, because we have no way of knowing. And if
7 you go downstairs and complain to the clerk or the
8 manager about the sloppy job was done and the messes
9 left, they can't tell you who been in your apartment.
10 I think that is something wrong with that. They were
11 supposed to leave us a card or a note stating that
12 they -- and this has not happened. It didn't happen
13 last year, and it's not happening now.
14 We just want Mr. Webb to be aware of it
15 because that's not being done by maintenance.
16 **MR. WEBB:** We'll do it. Okay. Thank
17 you.
18 **MR. SANDERS:** And some of the residents
19 have called me to come in their apartment to look at
20 what has been done and what a sloppy job has been
21 done. And you got little old ladies. They kind of
22 peculiar about -- particular about the stuff they got.
23 And when you mess up folk's stuff, you just messed it
24 up. You mess up the whole bathroom. Just move the

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1 rug out of the way and do what you need to do. Leave
2 us a note and let us know who's been there.

3 The same thing about our inspections. We
4 have -- we talked about this last year. They do not
5 leave us any note that they've been there. We know
6 they're coming. A 48-hour notice is given. Okay.
7 And the thing about it, they want you to go to take a
8 class or something. They give you a generic letter
9 about what's wrong in your apartment. But yet, they
10 tell you that your apartment is dirty, or however they
11 phrase it, but they get don't give you any particulars
12 of what's going on. So when you go down there, they
13 can't tell you what's done.

14 And I went to the classes with my
15 residents just to see what's going on. And I didn't
16 like the way the young lady embarrassed the folks.
17 Because I don't need to know what's going on in Ms.
18 Partee's house, and you don't need to know what's
19 happening in mine. Tell me what I need to correct.
20 So when you come and you give me ten days to clean it
21 up -- but there is nothing in that letter telling you
22 that you have ten days to clean this up. So give me
23 these ten days to get this place cleaned up and get it
24 like it should be. It's a generic letter, just saying

113

1 what you need to do. But it doesn't give you any
2 specifics of what's going on.

3 And we want that changed, too, the way
4 they address that, because you don't know if they've
5 been in there. We know they coming in the building,
6 but we don't know if they did the whole 13 floors or
7 just did part of them. And you don't know.

8 MR. BALDWIN: Mr. Perry, I agree with
9 Mr. Sanders on this letter. I will address this to
10 Mr. Webb, that these managers are not -- they are not
11 putting these notices out. They are not putting these
12 notices out.

13 Now, they keep coming in my apartment
14 without giving me notice, I'm going to take some
15 further steps. I'm going to just tell you like it is.
16 And you can put it on public record if you want to.
17 You're going to respect my apartment. If you're going
18 to come in there, give me the notices, give me the
19 48-hour notice I suppose to have, and yes, you can
20 come in there. Don't wait until I leave.

21 Coming from a resident meeting, and there
22 the fire safety inspector there and then two --
23 there's a woman and another man say they are fire
24 inspectors coming in and inspecting my apartment. And

114

1 I know I didn't get no notice. The only notice I got
2 was the notice of when I suppose to come in today to
3 report to the fire safety class because I had a little
4 container sitting right there at my door, and they
5 said I had to go to fire safety class. That's the
6 only notice that I got.

7 I do not want them coming into my
8 apartment without giving notice. If it happens again
9 and I find out it was a resident and I'm going to have
10 substantial evidence, I'm taking some further steps
11 because you're not respecting that. You're not
12 respecting me as a person, as a resident at all. And
13 I'm not going to -- and I went to the office and asked
14 the manager, where is your notices? Well, we got the
15 notices. We put them out in December. I have a
16 copy I put out in December.

17 MR. PERRY: Excuse me.

18 MS. COOPER: They got to --

19 MR. PERRY: See Mr. Webb.

20 MR. BALDWIN: Okay. Well, I'm just
21 letting you know what is going on. It's just like the
22 car thing, Mr. Perry. You said we going to be
23 registered for the cars. They ain't did a thing about
24 it. I would love to have to register folk's cars over

115

1 there.

2 MR. PERRY: See Mr. Webb because you've
3 got an individual problem. See Mr. Webb.

4 MR. BALL: You need to put it in the
5 policy that they ain't supposed to go in --

6 MR. PERRY: It's already in the lease
7 agreement. If you want to change the lease, let me
8 know. You said the 48 hours is fine. It's 48 hours
9 already in the lease agreement.

10 And what I'm telling you-all is it's
11 already the policy. Please see the appropriate person
12 to tell them that the managers or the foreman or
13 whoever is not operating according to the policy. I
14 mean, it's already here. The 48 hours is here. We

15 will follow the lease agreement. If not, see Mr.
16 Webb.

17 MS. STOKES: This is not the final time
18 that you will have opportunity to speak and give us
19 your comments. Okay?

20 MR. PERRY: That's all I have on the
21 lease. Let me do this right quick. Ms. Partee has a
22 schedule. Please see Ms. Partee where you will know
23 when she's coming out on your development. Please get
24 the fliers out to the individuals on the development.

116

1 Okay. We are coming out. And that's all I can say.
2 If we have ten people, I'll be there. One person,
3 I'll be there.

4 MR. BALDWIN: And my end statement, I
5 really admire our executive director when he made that
6 statement that some of these managers are not doing
7 what they suppose to be doing. He said that, and they
8 ain't. And these things are not happening.

9 MS. STOKES: Like you said, what's in the
10 current policy needs to be addressed to your manager.
11 But if not, then go across the line that he's already
12 recommended.

13 Are there any other questions at this
14 time in reference to the PHA plan? This concludes the
15 plan. You do have a schedule of events that notes the
16 45-day comment period, the resident meeting, the
17 development hearings. And the public hearing with the
18 board meeting -- with the board will be April 3rd. I
19 have TBA on there. That will be April 3rd, I believe,
20 at 9 o'clock. We will send memos out. Thank you.

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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, KORIAN NEAL, Registered Professional 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

7 **I HEREBY CERTIFY** that the foregoing pages contain a full,
then and there taken.

8

9 **I FURTHER CERTIFY** that I am not an attorney or counsel of
any of the parties, nor a relative or employee of any of
10 the parties, nor am I a relative or employee of any
attorney or counsel connected with the action, nor am I
11 financially interested in the action.

12 **I FURTHER CERTIFY** that in order for this document to be
authentic and genuine, it must bear my original signature
13 and my embossed notarial seal and that any reproduction in
whole or in part of this document is not allowed or
14 condoned and that such reproductions should be deemed a
forgery.

15

THEREFORE, witness my hand and my official seal in the
16 State of Tennessee on March 31, 2003.

17

18

19

KORIAN NEAL, RPR, CCR
Notary Public at Large

20 My Commission Expires:

21 June 7, 2006

22

23

24

1 **BEFORE THE MEMPHIS HOUSING AUTHORITY**

2

IN RE:

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PUBLIC HEARING FOR ANNUAL AND 5-YEAR PLAN

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9 **BE IT REMEMBERED**, that the foregoing
10 Public Hearing was held on this the 3rd day of
11 April, 2003, beginning at approximately 9:00 a.m.,
12 at the offices of the Memphis Housing Authority,
13 700 Adams Avenue, Memphis, Tennessee.

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**ALPHA REPORTING CORPORATION
KORIAN NEAL, RPR, CCR
100 North Main Building, Lobby
Memphis, Tennessee 38103
(901) 523-8974**

2

1 **A P P E A R A N C E S**

2

3 NAME	DEPARTMENT
4 Gia Stokes	Accounting
5 Robert Kurtz	Capital Improvements
6 William Webb, Jr.	Asset Management
7 Prentis Taylor	Asset Management
8 Vickie Aldridge	Capital Improvements
9 Gregory L. Perry	Staff Attorney
10 LaShun Steele	Accounting
11 Jacqueline Partee	Human Services
12 Albert Sanders	Jefferson Square

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1 **MEMPHIS HOUSING AUTHORITY**
2 **PUBLIC HEARING FOR ANNUAL AND FIVE-YEAR PLAN**
3 **THURSDAY, APRIL 3, 2003**
4 **AGENDA**
5
6 **I. Purpose of Annual/Five-Year Plan**
7 **II. Update of FY 2002 Plan**
8 **III. Contents of FY 2003 Five-Year Plan**
9 **IV. Contents of FY 2003 Annual Plan**
10 **V. Contents of Capital Demolition and Disposition**
11 **VI. Contents of Capital Five-Year Plan**
12 **VII. Questions**

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1 **PUBLIC NOTICE**
2 **The Memphis Housing Authority will present its FY**
3 **2003 Annual and Five-Year Plans draft for public**
4 **and comment. The plans outline the MHA'S policies**
5 **and procedures for the coming year, as well as the**
6 **agency's goals over the next five years. These**
7 **plans are required under the Quality Housing and**
8 **Work Responsibility act, passed by Congress in 1998**
9 **to enact public housing reform.**

6

The plans and all attachments have been available for
7 public review and comment since February 17, 2003.
On Thursday, March 27, 2003, the Memphis Housing
8 Authority will submit an amendment to Attachment
D-Capital Fund and Replacement Housing Statement of
9 the FY 2003 Annual and Five-Year Plans. The comment
period will end on April 2, 2003.

10

Copies of the plans can be found at:

11

Memphis Housing Authority
12 Human Resources Department
700 Adams Avenue
13 Memphis, TN 38105
14 Memphis & Shelby County Public Library
3030 Poplar
15 Memphis, TN 38111
16 Memphis Housing Authority will hold a public hearing
on the plans on Thursday, April 3, 2003 at 9:00 a.m.
17 The hearing will be held in Memphis Housing
Authority's Board Room.

18

Formal written comments on the plan and its
19 attachments are welcome throughout the 45-day
comment period.

20

Please submit all comments:

21

Memphis Housing Authority
22 Attention: Executive Director
700 Adams Avenue
23 Memphis, Tennessee 38105
24

5

1 MS. STOKES: Good morning. This
2 is the public hearing for Memphis Housing
3 Authority, annual and five-year plan. Today we
4 will give you the purpose of our annual plan,
5 update you on the FY 2002 plan, give you the
6 contents, overall contents, of the FY 2003
7 five-year plan, the contents of the FY 2003
8 annual plan, the contents of capital, demolition,
9 and disposition, and the contents of capital
10 five-year plan.

11 My name is Gia Stokes, director of
12 accounting. And the purpose of the plan occurred
13 when the Quality Housing and Work Responsibility
14 Act of 1998 required that all public housing
15 agencies submit an annual and five-year plan to
16 HUD. The annual plan provides details about the
17 agency's current operations, and the five-year
18 plan addresses our long-term goals.

19 The plan must be consistent with the
20 City of Memphis consolidated plan, and the plan
21 has been out for comment from February 17th
22 through April 2nd, 2002. Memphis Housing
23 Authority is required to hold a city-wide
24 resident council meeting to review the plan, and

6

1 that occurred on March 3rd, 2003.

2 We also held development hearings
3 between March 3rd and March 21st. And today is
4 our public hearing, which is required by HUD. On
5 April 10th at 9 o'clock in the board room, there
6 will be a board meeting to approve the plan.

7 Our five-year plan mission is to
8 provide community revitalization through a
9 seamless system of supportive services,
10 affordable housing, and new business
11 developments. Our goals are to expand supply of
12 assisted housing, improve the quality of assisted
13 housing, increase assisted housing choices,
14 provide an improved living environment, promote
15 self-sufficiency and asset development of
16 assisted households, and ensure equal opportunity
17 and fair housing of our residents.

18 Included in our 2003 annual plan and
19 supporting documents are the following: Included
20 in the executive summary, it summarizes MHA's
21 plans for replacement of obsolete housing,
22 guaranteeing housing resident -- housing for
23 current residents, providing mobility counseling
24 for those residents that relocate, renovating

7

1 current viable housing, and replacing housing
2 with purchases, modernizing our senior disabled
3 developments, reducing our vacancies,
4 establishing site-based professional management,

5 coordinating case management with other
6 supporting services throughout the city, and
7 increasing job opportunities.

8 Our housing needs data includes data
9 obtained from our 2003 City of Memphis
10 consolidated plan. It also includes current
11 information on our Section 8 waiting list and
12 public housing waiting list. It also identifies
13 MHA's strategies to address the housing needs of
14 our low-income clients.

15 Section 2 of the plan gives you an
16 overview of our financial resources. The total
17 resources that MHA is expecting to have during
18 our 2003 plan year is about \$103,000.

19 Section 3, public housing policies
20 governing eligibility, selection, and admission.
21 Our current criteria for public housing and
22 Section 8 eligibility selections and admissions
23 are included in this section. During our 2003
24 plan year, we plan to implement site-based

8

1 waiting lists at all developments.

2 Section 4, determining rent policies.
3 And this area identifies the public housing's
4 program income-based rent policy and our flat
5 rent policy, and Section 8 programs payment
6 standards and minimum rent.

7 Section 5, operations and management,
8 lists the number of families served in our
9 programs and identifies MHA's management
10 organization and our manual of operations.

11 Section 6, grievance procedures. This
12 area reflects our current grievance procedures
13 for public housing and Section 8. Section 7,
14 capital improvement needs. This section
15 incorporates our major activities for the plan
16 year for building improvements and replacement
17 housing. Major activities for the five-year plan
18 are demolition, vacancy consolidation, and
19 replacement housing.

20 Section 8, demolition and disposition.
21 This section identifies the properties that we
22 expect to demolish and/or disposition during our
23 2003 plan year. Currently slated for this
24 activity are Lamar Terrace, Hurt Village, Walter

1 Simmons, Oates Manor, Cleaborn Homes, Lauderdale
2 Courts, Barry Homes, Fowler Homes, LeMoyne
3 Garden, slash, College Park, Ford Road,
4 Cypresswood, Horn Lake Heights, Hawkins Mill, our
5 vehicle shop, our warehouse, and MHA central
6 office.

7 Section 9, designation of public
8 housing for occupancy by elderly or disabled or
9 both. During our 2003 plan year, MHA does not
10 plan to designate a development for elderly
11 and/or disabled. Section 10, conversion of
12 public housing to tenant-based assistance.
13 Currently, MHA has not identified developments as
14 being covered under our Section 202.

15 Section 11, home ownership programs.
16 MHA does plan to administer public housing home
17 ownership programs and Section 8 home ownership
18 programs throughout our 2003 plan year. The
19 policies and procedures for these programs have
20 been included in supporting documents in our PHA
21 plan.

22 Section 12, community service and
23 self-sufficiency. MHA has cooperative agreements
24 with the Tanf Agency, and we also coordinate,

1 promote, and provide the economic and social
2 self-sufficiency programs that are listed in this
3 plan document.

4 Section 13, safety and crime prevention
5 measures. This area identifies MHA safety and
6 crime prevention measures for our residents in
7 the City of Memphis.

8 Section 14, pet policy. The pet policy
9 has not been changed from the FY 2002 plan year.

10 Section 15, civil rights certifications. These
11 certifications will be included in our PHA plan,
12 and they certify that MHA does provide civil
13 rights certifications.

14 Section 16, fiscal audit. MHA's FY
15 2002 audit has been placed for public comment and
16 has been submitted to HUD. Section 17, asset
17 management. During the plan year, MHA will
18 engage in activities that contribute to a

19 long-term asset management of our housing stock.
20 MHA does plan to have private management
21 development based accounting and comprehensive
22 stock assessment during our FY 2003 plan year.
23 Section 18, other information. This
24 area identifies resident advisory board

11

1 recommendations. And at the end of our comment
2 period, which is today, we will include that in
3 our plan.

4 Next, we will have Bob Kurtz identify
5 the major demolition/disposition activity that
6 will be occurring at Memphis Housing Authority
7 during our plan year.

8 MR. KURTZ: Good morning. I'm Bob
9 Kurtz with the Capital Improvements Department.
10 It's my pleasure to be able to address the
11 demolition and disposition plans for the next
12 year as well as the projected construction
13 demolition projects in the five-year plan.

14 First of all, we'll cover the
15 demolitions and dispositions. We will be -- we
16 have pending a demolition application for Lamar
17 Terrace. We're in the process of doing Section
18 106 compliance. In fact, that hearing is next
19 week, so that we can finish the environmental
20 review that accompanies the application.

21 We will be finishing land disposition
22 at Hurt Village under way with the Hope 6
23 project. Lauderdale Courts, we have disposed of
24 that property already now. It's a completed

12

1 action with the closure of the mixed finance
2 development agreement.

3 At Oates Manor, we intend to submit a
4 demolition/disposition application for future
5 hopes -- for future mixed finance development.
6 For Fowler Homes, we will be submitting a
7 modified disposition. We already have submitted
8 and gained approval for demolition of the
9 remaining 80 units. However, we're going to
10 modify that, go back in to dispose of two thirds
11 of the parcel. And the remaining third will be
12 demolished and rebuilt as public housing.

13 We will be submitting and intend to
14 submit a disposition application for Graves Manor
15 late in the year. We have a disposition
16 application in preparation stages right now for
17 Walter Simmons. We hope to get that submitted
18 next month.

19 Lastly, with respect to new
20 applications, we'll be submitting a disposition
21 application for the four comp/mod sites: Horn
22 Lake, Cypresswood, Ford Road, and Hawkins Mill.
23 Those four properties have already been submitted
24 under a demolition application. We have approval

13

1 for that. We hope to accomplish the mixed
2 finance development package. We need to dispose
3 of that property. So we're going through that
4 right now.

5 Lastly, the three administrative
6 buildings, the vehicle shop, disposition
7 applications pending approval at HUD sec. The
8 other two, the warehouse and the central office,
9 each of those has already been approved by HUD
10 sec.

11 That being said, I'll go through and
12 review the projected projects for 2003 and then
13 go development by development on the status of
14 each of the sites for the next five-year period.

15 In 2003, we have submitted a proposal
16 project for landscaping and unit modernization
17 and repairs at Dixie Homes. We've also included
18 a project for a non-dwelling unit construction of
19 a laundry at Dixie Homes. At Cleaborn Homes,
20 we've included a project for landscaping, unit
21 modernization and repairs, and as well, a laundry
22 building at Cleaborn Homes. We have a large part
23 of this proposed grant allocated towards Horn
24 Lake renovation or revitalization. That project

14

1 has previously been in the five-year plan and
2 approved. This is just that amount of money
3 allocated in this given grant here.

4 We have money set aside for the
5 building acquisition for the central office
6 pending discussions and negotiations on various

7 sites. We would sell the central office building
8 and move to a new location.

9 That pretty much covers the projects
10 that are specifically outlined in the 2003 plan.
11 I'll go through on a development by development
12 basis and highlight future projects. As I
13 mentioned, Lamar Terrace Lamar, TN 1-1. We have
14 a demolition application already submitted.
15 We're completing environmental review. We intend
16 to apply for a Hope 6 demolition grant, and
17 subsequent to that, apply for a Hope 6
18 revitalization grant. We'll combine that with
19 city CIP funds, low-income housing tax credit,
20 and city bond proceeds. We expect that project
21 to start up in 2004.

22 At Foote Homes, we have a design under
23 way for suer repairs. We have that project
24 included previously in the five-year plan. We

15

1 intend to do the construction this year. We'll
2 finish whatever repairs we need to do on the
3 fence. At this stage, it's a warranty issue on
4 an existing contract. And for the future years,
5 we're looking at 2009 to 2010 for a
6 revitalization effort, about 26 million dollars
7 that will be funded from replacement housing
8 factors, city proceeds from the bonds, and some
9 conventional debt.

10 At Dixie Homes, we're going to be
11 starting a project which is in this particular
12 plan for unit renovations. We currently have in
13 scope approximately 93 units to be constructed or
14 repaired. I mentioned earlier the laundry
15 building.

16 Lastly, the security enhancements
17 project that's previously been approved has now
18 been awarded. We have construction getting ready
19 to be started at seven different sites, one of
20 which is Dixie Homes. We'll be doing fence
21 repair work there. I'll cover the fence repair
22 items at each of the other sites as we go through
23 them.

24 Lastly, the revitalization effort for

16

1 Dixie Homes will take place between 2008 and
2 2010. It's a 44 million dollar project with
3 replacement housing factor monies, city CIP
4 funds, low-income housing tax credits, debt --
5 conventional debt -- and proceeds from city bond.

6 At Oates Manor, we are proposing
7 revitalization of that neighborhood in the years
8 2006 to 2007. Same combination of funding
9 sources that have been mentioned with Dixie
10 Homes. We will be submitting the -- and
11 preparing the disposition and demolition
12 application for the remainder of the units out
13 there. That will happen late in this plan year.

14 Hurt Village, we're completing a
15 disposition of land, as I mentioned before. At
16 Cleaborn Homes, we're completing the demolition
17 of 106 units at TN 1-8. We have already finished
18 the demolition of 79 units at TN 1-11. We have
19 under scope for design paint up/fix up renovation
20 of another 46 units at Cleaborn Homes, contingent
21 on funds availability at the time. We will go
22 out for solicitation to do that contract.

23 I mentioned earlier the landscaping and
24 the laundry. This particular site does have a

17

1 significant fence and gating and security
2 enhancements project. One last thing with
3 respect to disposition. We will be completing
4 the disposition of a small parcel of land to the
5 church that's enclosed within Cleaborn Homes.

6 Lastly, we've added a marginal home
7 construction project to be funded by city grant,
8 CDBG funds, tentatively scheduling to put that in
9 the area bounded by Orleans and McKinley and
10 Georgia Avenue and the alley to the north.

11 Lauderdale Courts is the next site. We
12 have under way the mixed income finance package
13 already. And the disposition's already been
14 completed.

15 Fowler Homes, we're in the process of
16 completing our master plan. We will be applying
17 for the Hope 6 demolition grant. And when that
18 window opens up, we're planning on revitalization
19 and acquisition for the years 2004 to 2005 for
20 about a 15.8 million dollar project funded by

21 city CIP, replacement housing factoring,
22 conventional debt, and bond proceeds from the
23 city.

24 As I mentioned with respect to Fowler,

18

1 we will have in this application a proposed
2 negotiated sale that we're going to be looking at
3 with COGIC in the future for the eastern two
4 thirds of the property.

5 At Barry Homes, we're going to finish
6 the facade, currently a .5 million dollar
7 construction project. We just recently awarded a
8 project for a fire pump building and generator as
9 well as some air conditioning on the first floor.

10 Lastly, we have awarded or will
11 recommend awarding an elevator modernization
12 project to include this as well as the other
13 three high-rises. That being said, we expect to
14 be complete with our first phase of modernization
15 and renovations at Barry Homes by June or July
16 time frame of this year.

17 Down the road, we're looking in the
18 years 2006 to 2007 to do a rooms, room
19 modernization for each of the individuals. We've
20 done the common area over the last two years, and
21 now we'll focus on the upper levels.

22 Venson Center is included in that
23 elevator modernization project. We have some
24 fencing and gating that we need to do there, and

19

1 that will be part of the security enhancements
2 project. Like Barry Homes, we'll be looking at
3 interior unit modernizations in the 2006, 2007
4 time frame.

5 Graves Manor, we have no current plans
6 for modernization at Graves Manor. We are
7 looking at a possible disposition of that. We
8 will be preparing disposition application and
9 submitting that to HUD sec some time in this
10 fiscal year.

11 Walter Simmons, we have a demolition --
12 correction -- a disposition application we're
13 completing. We hope to have that finished, as I
14 said, in April or May and get that turned in so

15 that we can dispose of that property by sale.
16 Jefferson Square is another one of our
17 high-rises. It's included in the elevator
18 modernization project. We also have some
19 portions of the gates, gated access and card
20 readers in the security enhancements program to
21 be installed at Jefferson Square. In the future,
22 we're looking at the years 2007 to 2008 to do
23 room or unit modernization in Jefferson Square.
24 Horn Lake is one of the comp/mod sites.

20

1 We have prepared a disposition application as is
2 necessary for the mixed finance, mixed income
3 development. We're planing to relocate the
4 residents in late spring of this year. We intend
5 to apply for a Hope 6 demolition grant. And
6 hopefully, contingent on funds availability, we
7 will begin demolition and then construction late
8 fall or early spring within this coming fiscal
9 year.

10 Borda Tower is another one of our
11 high-rise developments. It is included in both
12 the elevator modernization project and the
13 security enhancements project. All that work
14 will be done by September time frame of this
15 year. We will be looking at interior
16 modernization of the units on the upper floors
17 the years 2006 to 2007.

18 Cypresswood is the second of the four
19 comp/mod sites. We plan to relocate residents in
20 the late spring of 2003. We will be applying for
21 a Hope 6 demolition grant. We have approval
22 already to demolish this site as well as the
23 other comp/mod sites. We hope to be able to
24 start this with Horn Lake simultaneously in the

21

1 late fall for construction.

2 Ford Road is another -- is the third of
3 the comp/mod sites. We'll be relocating people
4 late summer. We've timed our relocations and the
5 residents from these comp/mod sites to
6 accommodate as many school-aged children as we
7 can. We don't want to have students moving
8 during the middle of the school year.

9 We will be applying for a Hope 6
10 demolition grant once the window is -- a de nova
11 announcement comes out. And most likely, this
12 will be in the spring time before we actually
13 start construction at Ford Road.

14 Hawkins Mill is the last of the four.
15 Everything else I've mentioned with respect to
16 the comp/mod applies for this, late summer
17 relocation, applying for a Hope 6 demolition
18 grant, and most likely reconstruction in the
19 spring time of '04.

20 One thing that varies on Hawkins Mill,
21 as opposed to the other three sites, is we have
22 applied for low-income housing tax credits to
23 help fund a portion of the project at Hawkins
24 Mill. Each of the other three projects will be

22

1 funded by a combination of conventional debt,
2 replacement housing factor funds, capital funds,
3 and bond proceeds from the City of Memphis.

4 I believe that the last one I have is
5 Alabama Plaza. Let me make sure I get that.
6 Yes. Alabama Plaza, the last development we
7 currently have. It's included in the security's
8 enhancement project, card reader and access gate
9 repairs that we'll be doing. We're in the
10 process as well in designing for drainage
11 repairs. We expect to be able to have a
12 construction project started in the fall of this
13 year to help alleviate some of the site drainage
14 problems we've experienced through the years.

15 On a final note, the Housing Authority
16 is including three acquisitions within the
17 five-year plan. The first of these would be
18 Richmond Place, second would be Parkway Commons,
19 and the third, Weaver Fields. These sites would
20 be acquired between the years 2003 and 2006.
21 Some of them would be used for relocation
22 purposes for residents coming out of the other
23 sites, most particularly Graves Manor, when we
24 work the arrangement to dispose of that and

23

1 acquire the replacement housing.

2 That's what I have for the five-year

3 plan and the disposition. Are there any
4 questions? Okay. I'll turn it back over to
5 Ms. Stokes.

6 MS. STOKES: Thank you, Mr. Kurtz.
7 Mr. Greg Perry will discuss proposed changes for
8 our lease.

9 MR. PERRY: In the five-year plan,
10 originally we had proposed changes in the lease
11 agreement and had received resident comments
12 regarding those proposed changes. But we're not
13 going to make any changes in the lease agreement
14 in the five-year plan. Any changes in the lease
15 agreement will be done outside the five-year plan
16 pursuant to the lease agreement. And if that
17 happens, we'll also consider the comments that
18 you made during the five-year plan meetings that
19 we had on each development for the residents.
20 Thank you.

21 MS. STOKES: This concludes our
22 presentation of our public hearing for our annual
23 and five-year plan. Are there any questions or
24 comments? There being none, this meeting is

24

1 adjourned. Thank you.

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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, KORIAN NEAL, Registered Professional Reporter
and Notary Public for the State of Tennessee**

5 **at Large, do hereby certify that I reported
in machine shorthand the above-captioned**

6 **proceedings.**

7 **I HEREBY CERTIFY that the foregoing pages contain
a full, true and correct transcript of my said**

8 **Stenotype notes then and there taken.**

9 **I FURTHER CERTIFY that I am not an attorney or
counsel of any of the parties, nor a relative or**

10 **employee of any of the parties, nor am I a
relative or employee of any attorney or counsel**

11 **connected with the action, nor am I financially
interested in the action.**

12

13 **I FURTHER CERTIFY that in order for this document
to be authentic and genuine, it must bear my**

14 **original signature and my embossed notarial seal
and that any reproduction in whole or in part of**

15 **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 8, 2003.**

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KORIAN NEAL, RPR, CCR
Notary Public at Large

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21 **My Commission Expires:**

June 7, 2006

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THE SECTION 8 HOMEOWNERSHIP CAPACITY STATEMENT

Memphis Housing Authority (MHA) has adopted the Section 8 Homeownership Program in its Administrative Plan. We have the capacity to successfully operate this program. The staffing level and responsibilities for the program will be as follows:

- Family Self-Sufficiency (FSS) and RISE Foundation will work with families that select homeownership as a goal in their self-sufficiency plan. FSS and RISE Foundation will initiate the certification process by analyzing documents to determine if applicant is mortgage ready. Their program provides assistance in economic literacy, financial management, home maintenance, credit repair, and conducts homebuyer education and counseling. The Memphis FSS program is administered by 2 staff and the RISE Foundation employs 2 staff.
- Family Self-Sufficiency and RISE Foundation will direct all qualified applicants to the Memphis Housing Resource Center. Memphis Housing Resource Center will analyze applicant's documentation to determine if the basic underwriting criteria for mortgage loans and CRA programs are satisfied. They will complete the certification process and provide assistance in economic literacy, financial management, home maintenance, credit repair, and conducting homebuyer education and counseling program. Four persons staff this organization.
- MHA Section 8 Housing Choice Voucher Program will conduct eligibility determinations for families referred by FSS and RISE, issue Homeownership Vouchers to eligible families, and determine Housing Assistance Payments. The program, managed by Quadel Consulting Corporation, currently administers assistance on behalf of 5,000 families with a staff of 25. The Housing Choice Voucher department will identify and train specific employees to perform the eligibility determinations, HAP calculations and HQS inspections.
- Memphis Housing Authority will work with a professional inspection contractor to conduct and review home inspections on units selected by qualifying families.
- Housing and Community Development will review all mortgage packages to ensure compliance with the program guidelines and to identify down payment and closing costs assistance necessary to complete the transaction. HCD have five staff members devoted to this function.

Participants are required to make a minimum down payment of three (3%) percent. At least one (1%) percent of the down payment must come from personal savings. The balance of the down payment may be advanced from the Family Self-Sufficiency escrow account, gift, or other sources such as City of Memphis, Division of Housing and Community Development, Down Payment Assistance Program, Tennessee Housing Development Agency Program and non-profit organizations. We are also forming coalitions with local agencies and lenders in the City to provide pre- and post-purchase counseling and education, as well as first mortgage programs that are tailored to the individual family's needs.

MHA hopes to capitalize on this emerging opportunity to help a small number of very-low-income families into home ownership.

***RESIDENT MEMBERSHIP
OF THE
PHA GOVERNING BOARD***

Vatricia McKinney is the resident member of the PHA Governing Board for Memphis Housing Authority. Ms. McKinney was appointed by Mayor Willie Herenton and will serve a five –year term.

RESIDENT ADVISORY BOARD

Larry Baldwin, President
Louise Jeffries, Vice President
Delores Harris, Secretary

Albert Sanders, Jefferson Square
Earnestine Rossell, Walter Simmons
Rosie Meredith, Barry Homes
Vatricia McKinney, Oates Manor
Annie Gaithers, Fowler Homes
Lizzie Yancey, Paul Borda Towers
Rosietta Woodley, Lamar Terrace
Denise Hall, Dixie Homes
Laverne Cooper, Lauderdale Courts
Verlean Gibson, Hurt Village
Malinda Julius, Ford Road
Connie Askew, Cleaborn Homes
Lee Ann Barnes, Cypresswood
Minnie Hunt, Horn Lake Heights
Rose Woolfork, LeMoyne Gardens
Christine Pipkin, Montgomery Plaza
Jacqueline Hayes, Hawkins Mill
Theresa Robinson, Texas Court

Component 10 (B) Voluntary Conversion Initial Assessments

- a. **How many of the PHA's developments are subject to the Required Initial Assessments? 12**
- b. **How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)? 11**
- c. **How many Assessments were conducted for the PHA's covered developments? 12**
- d. **Identify PHA developments that may be appropriate for conversion based on the Requires Initial Assessments? None**
- e. **If the PHA has not completed the Required Initial Assessments, describe the status of these assessments: N/A**