

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

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# PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009

Annual Plan for Fiscal Year 2006

**Memphis Housing Authority (TN001)**

**700 Adams Avenue**

**Memphis, TN 38105**

**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:** July 2006

### 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 2005 - 2009**  
[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 PHA's mission is: *To drive 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 *including low income tax credits and tax exempt bonds, City of Memphis funds and conventional debt to create additional housing opportunities, including new Senior Housing:*
  - Acquire or build units or developments
  - Other (list below)  
*Deconcentrate poverty by providing public housing units as part of mixed-income communities.*
- PHA Goal: Improve the quality of assisted housing  
Objectives:
  - Improve public housing management: PHAS score 80
  - Improve voucher management: SEMAP score 87
  - 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 *through new mixed finance/mixed income developments and acquisitions*
  - 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: *University Place Elderly and other developments/phases as they come on-line; currently being implemented at Metropolitan Apartments, Uptown Square Apartments (formerly Lauderdale Courts), Greenlaw Place Apartments, and College Park. Other sites will use a site-based waiting list as they are developed in FY 2006 Plan year and in future years.*
    - Convert public housing to vouchers:
    - Other: *Explore the possibility of implementing public housing, Section 8, lease purchase 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.*  
*Implement the current Self-Reliance Agreement for following HOPE V/ Mixed income properties: College Park, Uptown Square, Greenlaw Place Apartments, Metropolitan Apartments, University Place and Dixie Homes as new units come on line.*

**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 2006**

[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 of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

This submission of Memphis Housing Authority's FY 2006 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. The following is an update of the plans that we established during our FY 2006 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 of 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 2005-2009 plan years are: Walter Simmons, MHA Central Office, Lamar Terrace, Oates Manor, Graves Manor, Dixie Homes, Cleaborn Homes, Alabama Plaza and Texas Courts. The Housing Authority will look at other complexes in the city as potential acquisition sites to replace MHA housing units. MHA must focus on these types of acquisitions in order to accommodate the redevelopment of Dixie, Cleaborn and Foote Homes because of the large numbers of families that reside on the developments. In order to compensate for the decreased funding from HUD, MHA will seek to obtain \$25 million of funding through the Fannie Mae Modernization Express fund program to achieve our replacement housing goals in a timely manner. The funds will be used with low-income housing tax credit equity to rebuild Cleaborn, Oates, Cypresswood and Horn Lake. The MHA will repay the loan by pledging up to 33% of future Capital Fund Program (CFP) subsidy and up to 50% of future Replacement Housing Factor

(RHF) funds The CFFP plan will need to be approved by HUD prior to completing negotiations with Fannie Mae who will lock in interest rates.

The 40 public housing units at Fowler Homes (TN 1-12) will consist of 18 2-bedroom units; 16 3-bedroom units and 6 4-bedroom units and will cost \$7,155,535. The RHF portion will be \$4,594,928 with the balance made up of \$1,760,607 in tax credit equity; \$500,000 in City CIP funds and \$300,000 in CDBG funds. The tax credit award was made on August 30, 2004 and construction should start by March 1, 2006 with lease up to begin August 1, 2006. The 80 unit senior building is comprised of 72 1-bedroom units and 8 2-bedroom units. The project is estimated to cost \$9,250,326 supported by \$4,145,254 in tax credit equity and \$5,105,072 from RHF funds.

Ford Road (TN 1-30) will be redeveloped as the Harold E. Ford, Sr. Villas. This property will consist of 72 units made up of 36 duplexes. A tax credit application has been approved and it is estimated to cost \$9,284,522 of which \$5,070,662 will be tax credit equity; \$1,637,500 will be first mortgage debt and \$2,576,360 will come from the Replacement Housing Factor grant. Thirty-six (36) of the units will be public housing and 36 will be tax credit units. It is anticipated that construction will start in the spring of 2006 with construction completion in the spring of 2007 and full lease up by November 2007.

The MHA plans to apply for \$25 million in Fannie Mae Modernization Express funds to be repaid through the HUD CFFP program which allows PHA's to pledge future CFP funds. These funds will be used to complete the renovation of Cypresswood, Horn Lake, Oates Manor and Cleaborn Homes.

The proposal for Cypresswood (TN 1-31) will be to redevelop the site up to 150 units of which 50 will be public housing and 100 will tax credit units. The estimated development cost is \$15,548,976 with \$5,598,976 coming from tax credit equity; \$4,450,000 in permanent debt and the balance of \$5,500,000 coming from the CFFP. The schedule for this project would be to start construction in the spring of 2007 with completion the spring of 2008 and lease up by November 2008.

The redevelopment of Horn Lake (TN 1-20) will be a 100 unit senior only facility. Fifty (50) of the units will be public housing and 50 will be tax credit units. This redevelopment is estimated to cost \$8,320,000 with \$5,670,440 coming from tax credit equity, \$1,325,000 in permanent debt and \$1,325,000.

MHA will use the tax credits for the Hawkins Mill site that will be constructed by a private developer with 84 units. After which, MHA will acquire the site once the developer has received the 8609's and will convert 26 units into Public Housing units.

As a final phase of the Uptown neighborhood redevelopment grant, MHA will develop an elderly only senior housing development. The Uptown Senior Housing Development will consist of 69 one-bedroom units located on 1.1 acres at 669 Third

Street. The development will be 100% public housing. The structure will be a 3-story frame construction with brick veneer. The construction cost will be \$6,602,386. Construction should begin in January 2006 with lease up to begin October 2006.

The University Place redevelopment project will provide rental and homeownership housing opportunities to a mixed income population. The development will be constructed largely on the former Lamar Terrace public housing site. The revitalized site will consist of 488 newly constructed units to include 302 family rental units, 68 homeownership units and 118 elderly housing units. Funding will be from a variety of sources to include HOPE VI, Low Income Tax Credits, MHA Capital Fund Program, and City of Memphis funding.

During FY 2006, the Housing Authority received a \$20 million HOPE VI Revitalization Grant for the Dixie Homes development. The Authority also received 385 vouchers to help with resident relocation. The City has committed over \$8 million towards this redevelopment project that will be developed with McCormack Baron Salazar out of St. Louis as the development partner. Six million (\$6m) has been pledged from several foundations and other area stakeholders to support the CSS portion of this revitalization plan. Three million, seven hundred thousand (\$3,700,000) has been allocated to develop 30 single-family for sale homes that will be a planned off-site phase for the Dixie Homes HOPE VI Revitalization Project. These homes would be developed on property the MHA owns at Cleaborn Homes (TN 1-11) and is located across the street from 25 single-family rental homes that have just been constructed (Askew Place [TN 1-51]).

The final projects covered under this plan are the redevelopment of Oates Manor (TN 1-7) and Cleaborn Homes (TN 1-08). The first phase of the Oates project will be 100 single-family homes that will include tax credit equity as well as additional City funds in the form of a grant. The additional City funds will be used for land acquisition some of which was acquired in January 2006. We intend on filing for a tax credit application in spring 2008 with construction to start in spring 2009.

The Cleaborn Homes project is being looked at as replacement housing for the residents in three of our four high rises. Much of the property will be developed as three story buildings as part of an elderly village. Additional property will be acquired along Vance and Orleans to develop family replacement units. The MHA plans to apply for a HOPE VI grant when the NOFA is issued to be used a funding for this redevelopment effort. Additional funding will come from tax credits and the Fannie Mae borrowing.

### **Guaranteed Housing for Current Residents**

The successful relocation of the Graves Manor residents was completed in the second quarter of FY 2005. These residents were relocated to other viable public housing units or the Section 8 Voucher Program.

### **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 residents' 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. During the 2005 plan year, the MHA demolished two developments : Lamar Terrace and Oates Manor with the HOPE VI Demolition funds received in FY 2004.

### **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. MHA's priority is to complete all vacant unit repairs and establish an occupancy goal of 98%.

### **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. MHA has developed a site-based inventory tracking and monitoring process that will be more efficient and less costly.

### **Coordinated Case Management**

MHA continues to develop collaborations with other social service agencies to develop case management programs for our residents. With the Resident Service Delivery Model grant funds awarded in FY's 2001 and 2004, MHA has established and implemented a coordinated case management system to help 360 MHA residents identify, develop, plan, coordinate, and manage their individualized plan for self sufficiency. MHA was awarded a Neighborhood Networks grant for University Place (formerly Lamar Terrace) to assist with resident self-reliance by providing funding for resident technical (computer) training and support activities beginning in FY2005.

### **Increased Job Opportunities**

MHA is determined to provide residents with the opportunity to become self-sufficient. MHA operates the Resident Employment Training Center 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 the residents in the community to receive information on career opportunities.

### **Revisions Lease Agreement**

The Self-Reliance agreement which provides criteria for initial and continued occupancy for non Hope VI public housing units was included in the Annual Plan for comments. The Self-Reliance agreement is an attachment to the lease. MHA plans to implement this agreement during the FY 2006 plan year for all non Hope VI developments.

MHA has also revised a section of the lease requiring credit counseling for late rent payers after considering comments from the Public Housing Resident Council.

### **Transitional Housing**

Memphis Housing Authority in collaboration with the RISE Foundation will implement the Transitional Housing Initiative to prepare MHA residents for homeownership. The Memphis Housing Authority has a total of twenty-eight (28) single family homes of which three (3) can be purchased by public housing residents. Twenty-five (25) single family homes will be utilized as training opportunities for public housing residents that plan to become homeowners within a 12-36 month period. The Program participants will receive appropriate interior and exterior maintenance, including lawn care and periodic lawn services by the Housing Authority.

### **Restructure/Reorganization**

MHA is continuing its restructuring and reorganization efforts to make operations more effective and efficient. In order to effectively manage the functional consolidation of Housing and Community Development (HCD) 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. We will eliminate or privatize areas that are not essential to our core business where it is sensible and efficient. 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. We are in the process of completing several departmental mergers, including the Budget Department, which will handle both agency budgets and allow for greater accountability and uniformity in the budgeting process. A Planning Department will be coordinated and assigned responsibility for completion of all Agency plans for both MHA and HCD.

As a result of the consolidation of MHA and HCD, a "Redevelopment Agency" for the city/metropolitan area will be established. The combined effort will have an even greater opportunity to substantially impact our community for the better and become a national model for community revitalization.

The Memphis Housing Authority is considering the installation of cable or satellite television service to our high-rise buildings. Each apartment may be wired for this service, if the project is approved.

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)]

i. Annual Plan Type.....	1
ii. Executive Summary of the Annual PHA Plan .....	1
iii. Annual Plan Table of Contents .....	7
1. Statement of Housing Needs.....	10
2. Statement of Financial Resources .....	16
3. PHA Policies Governing Eligibility, Selection, and Admissions .....	17
4. PHA Rent Determination Policies .....	27
5. Operations and Management.....	31
6. PHA Grievance Procedures.....	32
7. Capital Improvement Needs.....	32
8. Demolition and Disposition .....	36
9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities.....	47
10. Conversion of Public Housing to Tenant-Based Assistance.....	51
11. Homeownership Programs Administered by the PHA .....	52
12. PHA Community Service and Self-sufficiency Programs .....	55
13. PHA Safety and Crime Prevention Measures .....	60
14. Pet Policy .....	61
15. Civil Rights Certifications .....	62
16. Fiscal Audit.....	62
17. PHA Asset Management.....	62
18. Other Information.....	64

#### **Attachments:**

Attachment A	Public Housing Admissions & Continued Occupancy Policy
Attachment B	Admissions Policy for Deconcentration
Attachment C	PHA Management Organization Chart
Attachment D	FY 2005 Capital Fund Program and Replacement Housing Factor Annual Statement
Attachment E	FY 2005-2009 Capital Fund Program 5 Year Action Plan
Attachment F	Pet Policy
Attachment G	Community Service Policy
Attachment H	Section 8 Statement of Homeownership
Attachment I	PHA Resident Commissioner/Board of Commissioners
Attachment J	Voluntary Conversion Assessment
Attachment K	Self-Reliance Agreements
Attachment L	Minutes from Public Hearing (March 21, 2006) and Development Hearings
Attachment M	Section 8 Administrative Plan
Attachment N	Public Housing Lease Agreement
Attachment O	Public Housing Resident Grievance Procedure

## Supporting Documents Available for Review

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
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	Minutes from Resident Meetings	Annual Plan: Eligibility, Selection, and Admissions Policies
See Attachment A	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
See Attachment A	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
See Attachment N	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
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
SD14	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
See Attachment N	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
See Attachment N	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
SD7	Any cooperative agreement between the PHA and the TANF	Annual Plan: Community

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	agency	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
SD12	RASS Follow-up Plan	5 Year and Annual Plans
SD13	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit

# 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-ibility	Size	Loca-tion
Income <= 30% of AMI	44,894	5	5	5	3	3	4
Income >30% but <=50% of AMI	31,444	5	5	5	3	3	3
Income >50% but <80% of AMI	47,261	4	5	4	3	2	3
Elderly	12,669	5	4	4	4	2	3
Families with Disabilities	19,225	5	5	4	4	3	4
White	35,835	2	2	2	2	2	2
African-American	67,879	4	4	4	3	3	3
Asian	2,130	2	2	2	2	2	2
Hispanic	3,425	4	4	4	2	3	3

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:
- 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)

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

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	2,549		400
Extremely low income <=30% AMI	Not available on Preapplication	Not available on Preapplication	
Very low income (>30% but <=50% AMI)	Not available on Preapplication	Not available on Preapplication	
Low income (>50% but <80% AMI)	Not available on Preapplication	Not available on Preapplication	
Families with children	Not available on Preapplication	Not available on Preapplication	
Elderly families	Not available on Preapplication	Not available on Preapplication	
Families with Disabilities	Not available on Preapplication	Not available on Preapplication	
Race/ethnicity	Not available on Preapplication	Not available on Preapplication	
Race/ethnicity	Not available on Preapplication	Not available on Preapplication	
Race/ethnicity	Not available on Preapplication	Not available on Preapplication	
Race/ethnicity	Not available on Preapplication	Not available on Preapplication	
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	
5+ BR	N/A	N/A	



<b>Housing Needs of Families on the Waiting List</b>	
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
If yes:	
How long has it been closed (# of months)? 2/2000	
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	

<b>Housing Needs of Families on the Waiting List</b>			
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	11,920		
Extremely low income <=30% AMI	10,481	88.06%	
Very low income (>30% but <=50% AMI)	196	1.65%	
Low income (>50% but <80% AMI)	1,225	10.29%	
Families with children	8,548	71.71%	
Elderly families	342	2.87%	
Families with Disabilities	2,205	18.50%	
White	165	1.38%	
African-American	11,714	98.27%	
Asian	13	0.11%	
Hispanic	28	0.23%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1,063	0.89%	

<b>Housing Needs of Families on the Waiting List</b>			
2 BR	2,190	18.37%	
3 BR	4,702	39.45%	
4 BR	3,073	25.78%	
5 BR	787	6.60%	
5+ BR	105	0.88%	
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)? <i>Effective January 26, 2006</i>			
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input 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			

### **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)]

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2006 grants)</b>		
a) Public Housing Operating Fund	9,390,130	
b) Public Housing Capital Fund	10,128,760	
c) HOPE VI Revitalization	20,000,000	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	34,520,478	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	N/A	
g) Resident Opportunity and Self-Sufficiency Grants	500,000	
h) Community Development Block Grant	0	
i) HOME	0	
<b>Other Federal Grants (list below)</b>		
Neighborhood Networks (HOPE VI)	250,000	
Neighborhood Networks (ROSS)	293,825	
<b>2. Prior Year Federal Grants (unobligated funds only) (list below) a/o December 31, 2005</b>		
HOPE VI Revitalization	37,397,481	
Replacement Housing Factor	2,081,977	
Capital Fund Program	8,912,285	
ROSS Service Delivery Model	740,030	
HOPE VI Demolition	635,013	
ROSS Homeownership Support Srvcs	265,009	
<b>3. Public Housing Dwelling Rental Income</b>	3,997,320	
<b>4. Other income (list below)</b>		
Non-Dwelling Rental	111,900	
Public Housing Investment Income	200,000	

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
Property Sales (Graves Manor \$1.2m, Walter Simmons \$950k, Oates Manor \$500k)	2,650,000	
<b>4. Non-federal sources (list below)</b>		
CIP Funds	12,945,000	
Bond Funds	0	
LIHTC	5,459,454	
City Funds	500,000	
HEHFB	158,516	
Delta Area on Aging	37,171	
<b>Total resources</b>	<b>151,174,349</b>	

### **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 does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other *Credit History*

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  
 Sub-jurisdictional lists  
 Site-based waiting lists  
 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? *10- College Park Senior, College Park Family I, College Park Family II, Greenlaw Apartments, Uptown Square, Metropolitan Place ,Askew Place, Uptown Scattered Sites, 3 Transitional Homes, and Crockett Place/Agnes Place*

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? *1-Crockett Place/Agnes Place*

3.  Yes  No: May families can be on more than one list simultaneously  
If yes, how many lists? *No Limit*

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 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) (list below)

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.

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 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) (list below)

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 Senior, College Park Family I, College Park Family II, Greenlaw Apartments, Uptown Square, Metropolitan Place, Askew Place, Uptown Scattered Sites, 3 Transitional Homes, and Crockett Place/Agnes Place*
- 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 (list policies and developments targeted below)  
*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)  
*SRA policies implemented.*
- 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 (describe below)  
*Names of previous landlord information*

**(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?

If yes, state circumstances below:

- 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 allow poverty area; or*
- D. The family is relocating from Public Housing.*

*E. The family has experienced housing discrimination that has impacted their search time.*

**(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, Public Housing relocation and very low-income homeowners who are impacted by a City demolition order**)

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) (list below)

*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.*

*Preference given to very-low income families who own and reside in a single family dwelling that has become dilapidated and the local government has issued a demolition order.*

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.

Date and Time

Former Federal preferences

- 1 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  
 Other preference(s) (list below)

*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.*

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  
 Briefing sessions and written materials  
 Other (list below)

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

- Through published notices  
 Other (list below)

#### **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 highest 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)
- 95<sup>th</sup> 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 (list below) *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) *On-Line Market Rent 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) *Payment standards may be reviewed and/or adjusted in response to funding changes more frequently, if needed.*

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 C*
- A brief description of the management structure and organization of the PHA follows:

### **B. HUD Programs Under PHA Management**

<b>Program Name</b>	<b>Units or Families Served at Year Beginning 2006</b>	<b>Expected Turnover</b>
Public Housing	2,648	530
Section 8 Vouchers	5,342	360
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
Mainstream-Disabled Families	29	0
.Public Housing Drug Elimination Program (PHDEP)	N/A	N/A
Other Federal Programs(list individually)		

### **C. Management and Maintenance Policies**

- (1) 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 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 D*

-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) *College Park (LeMoyne Gardens HOPE VI Grant. All construction activity completed in October 2005; Closeout in process); Uptown (As part of the Hurt Village HOPE VI Grant-planned completion of construction activities is 4<sup>th</sup> Quarter 2006); University Place (Lamar Terrace HOPE VI Grant-1<sup>st</sup> Phase construction planned start in 2<sup>nd</sup> Quarter 2006); Dixie Homes HOPE VI (Awarded in 2005; Phase 1 off-site construction activity to start in FY 2006).*

1. Development name: *College Park (Lemoyne Gardens)*

2. Development (project) number: *TN 1-43, TN1-44, and TN1-46*

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: 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) *Hurt Village (5 Subphases are complete for 4 subphases and nearing completion for 5 (scattered site homes) phase; Uptown Senior is in the HUD review stage; A final phase is pending development of financing/legal documents; Revitalization Plan calls for completion of project activity in October 2006.*

1. Development name: *Uptown (Hurt Village)*
2. Development (project) number: *TN 1-47 Uptown Square formerly Lauderdale Courts; TN 1-48 Greenlaw Apartments; TN1-49A Scattered Site Rental; TN 1-50 Metropolitan Apartments*
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: 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) *University Place Phase I construction pending HUD review/approval of mixed-finance documents; Other Revitalization Plan activities continuing.*

1. Development name: *University Place (formerly Lamar Terrace)*
2. Development (project) number: *TN 1-1*
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: 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) *Dixie Homes HOPE VI Grant Awarded; Master Development Agreement to be negotiated. Relocation Planning continuing; Phase 1 off-site construction activities in planning process in accordance with Revitalization Plan.*

1. Development name: Dixie Homes
2. Development (project) number: *TN 1-5 and 9.*
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:  
*Oates Manor (TN 1-7)*

- 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:  
*Hurt Village TN 1-06 Off site (Scattered-Site Rental Units and For-Sale Affordable and Market Rate Homes); Cleaborn Homes TN 1-11 (Single Family Homes Construction); Fowler Homes TN 1-12 (Latham Terrace Senior Center and Fowler Single/Multi-Family Homes Construction); Graves Manor TN 1-15 (Senior Center and Single/Multi-family Homes Construction); Ford Road TN 1-32A (Multi-Family Homes Construction); University Place Senior Center (formerly Lamar Terrace TN 1-1)*

- 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:



*The MHA will evaluate existing apartment complexes throughout the city for acquisition with or without rehabilitation to include Crockett Place/ Agnes Place Apartments, Washington Manor, and other possible sites. The MHA will look at properties that currently have LIHTC financing and those with conventional debt. We will also consider sites for Operating Subsidy Only development application.*

**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.)

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Lamar Terrace (Phase I) 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 checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application <b>approved</b> , submitted, or planned for submission: 11/14/05
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: 12/31/05 b. Projected end date of activity: 12/31/06

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Lamar Terrace (Phase IIA) 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 <b>approved</b> , submitted, or planned for submission: 07/01/06
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: 10/31/06 b. Projected end date of activity: 12/31/07

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Lamar Terrace (Phase IIB) 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 <b>planned for submission</b> : 07/01/06
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: 10/31/06 b. Projected end date of activity: 12/31/07

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Lamar Terrace (Phase III) 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 <b>planned for submission</b> : 07/01/06
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: 10/31/06 b. Projected end date of activity: 12/31/07

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Dixie Homes 1b. Development (project) number: TN 1-5
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, <b>submitted</b> , or planned for submission: 11/22/2005
5. Number of units affected: 68
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: 01/15/2007 b. Projected end date of activity: 09/15/2007

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Dixie Homes 1b. Development (project) number: TN 1-9
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 <b>approved</b> , submitted, or planned for submission: 11/12/05

5. Number of units affected: 6
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (Fire damaged building) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 02/15/06 b. Projected end date of activity: 07/31/06

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Dixie Homes 1b. Development (project) number: TN 1-9
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, <b>submitted</b> , or planned for submission: 11/22/2005
5. Number of units affected: 526
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: 01/15/2007 b. Projected end date of activity: 09/15/2007

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Dixie Homes 1b. Development (project) number: TN 1-5
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 <b>planned for submission</b> : 07/01/2006
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: 01/15/2007

b. Projected end date of activity: 09/15/2007

**Demolition/Disposition Activity Description**

1a. Development name: Dixie Homes

1b. Development (project) number: TN 1-9

2. Activity type: Demolition

Disposition

3. Application status (select one)

Approved

Submitted, pending approval

Planned application

4. Date application approved, submitted, or **planned for submission**: 07/01/2006

5. Number of units affected: 0

6. Coverage of action (select one)

Part of the development

Total development

7. Timeline for activity:

a. Actual or projected start date of activity: 01/15/2007

b. Projected end date of activity: 09/15/2007

**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

Submitted, pending approval

Planned application

4. Date application approved, submitted, or planned for submission: 07/03/06

5. Number of units affected: 0 (Development of Commercial Space)

6. Coverage of action (select one)

Part of the development (3.25 acres)

Total development

7. Timeline for activity:

a. Actual or projected start date of activity: 07/03/06

b. Projected end date of activity: 09/15/06

**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 type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or <b>planned for submission</b> : 04/03/06
5. Number of units affected: 0 (Vacant Land for North Parkway Realignment – Right of Way)
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (.751 acres) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 07/03/06 b. Projected end date of activity: 09/15/06

<b>Demolition/Disposition Activity Description</b>
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 <b>approved</b> , submitted, or planned for submission: 11/12/2005
5. Number of units affected: 6
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: 04/15/06 b. Projected end date of activity: 07/31/06

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Cleaborn Homes 1b. Development (project) number: TN 1-11
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 <b>planned for submission</b> : 04/15/06
5. Number of units affected:
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (8.56 Acres) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 10/15/06 b. Projected end date of activity: 12/15/07

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Cleaborn Homes 1b. Development (project) number: TN 1-11
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 <b>planned for submission</b> : 04/15/06
5. Number of units affected:
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (1.04 Acres) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 10/15/06 b. Projected end date of activity: 12/15/07

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Graves Manor 1b. Development (project) number: TN 1-15
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 <b>planned for submission</b> : 05/31/06
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: 04/15/06
  - b. Projected end date of activity: 07/31/07

<b>Demolition/Disposition Activity Description</b>
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 checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application <b>approved</b> , submitted, or planned for submission: 02/25/05
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: 9/30/06 b. Projected end date of activity: 03/31/07

<b>Demolition/Disposition Activity Description</b>
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 <b>planned for submission</b> : 05/25/07
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: 7/31/07 b. Projected end date of activity: 12/31/08

<b>Demolition/Disposition Activity Description</b>
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 checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application <b>approved</b> , submitted, or planned for submission: 04/06/04
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: 2/5/04 b. Projected end date of activity: 3/31/06

<b>Demolition/Disposition Activity Description</b>
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 checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application <b>approved</b> , submitted, or planned for submission: 11/04/04
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: 11/04/06 b. Projected end date of activity: 12/31/07

<b>Demolition/Disposition Activity Description</b>
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 checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>

4. Date application <b>approved</b> , submitted, or planned for submission: 11/04/04
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: 11/04/06 b. Projected end date of activity: 12/31/07

<b>Demolition/Disposition Activity Description</b>
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 checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application <b>approved</b> , submitted, or planned for submission: 11/04/04
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: 11/04/06 b. Projected end date of activity: 12/31/07

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Texas Courts 1b. Development (project) number: TN 1-33
2. Activity type: Demolition <input checked="" 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 <b>approved</b> , submitted, or <b>planned for submission</b> : 5/15/06
5. Number of units affected: 39
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: 8/31/06 b. Projected end date of activity: 02/05/07

<b>Demolition/Disposition Activity Description</b>	
1a. Development name:	Alabama Plaza
1b. Development (project) number:	TN 1-45
2. Activity type:	Demolition <input checked="" 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 <b>planned for submission</b> :	5/15/06
5. Number of units affected:	29
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: 8/31/06 b. Projected end date of activity: 02/05/07

<b>Demolition/Disposition Activity Description</b>	
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 checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application <b>approved</b> , submitted, or planned for submission:	1/31/03
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: 3/30/05 b. Projected end date of activity: 12/31/06

<b>Demolition/Disposition Activity Description</b>	
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 type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application <b>approved</b> , submitted, or planned for submission: 2/18/03
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: 3/30/05 b. Projected end date of activity: 12/31/06

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Transitional Homes, 850 Inez 1b. Development (project) number: TN 1-52
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 <b>planned for submission</b> : 06/30/07
5. Number of units affected:
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development – 850 Inez <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 04/01/07 b. Projected end date of activity: 06/30/07

**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.

<b>Designation of Public Housing Activity Description</b>
1a. Development name: <i>University Place (Formerly Lamar Terrace)</i>
1b. Development (project) number: <i>University Place TN TDB; Lamar Terrace TN 1-1</i>
2. Designation type: Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation <b>approved</b> , submitted, or planned for submission: 01/20/06
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 82
7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: <i>Latham Terrace (Formerly Fowler Homes)</i>
1b. Development (project) number: <i>Latham Terrace TN 1-54</i>
2. Designation type: Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation <b>approved</b> , submitted, or planned for submission: 01/20/06

<p>5. If approved, will this designation constitute a (select one)</p> <p><input type="checkbox"/> New Designation Plan</p> <p><input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan?</p>
<p>7. Number of units affected: 80</p> <p>7. Coverage of action (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input checked="" type="checkbox"/> Total development</p>

<b>Designation of Public Housing Activity Description</b>
<p>1a. Development name: <i>College Park Senior Village</i></p> <p>1b. Development (project) number: <i>TN 1-43</i></p>
<p>2. Designation type:</p> <p>Occupancy by only the elderly <input checked="" type="checkbox"/></p> <p>Occupancy by families with disabilities <input type="checkbox"/></p> <p>Occupancy by only elderly families and families with disabilities <input type="checkbox"/></p>
<p>3. Application status (select one)</p> <p>Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input type="checkbox"/></p>
<p>4. Date this designation <b>approved</b>, submitted, or planned for submission: 01/20/06</p>
<p>5. If approved, will this designation constitute a (select one)</p> <p><input type="checkbox"/> New Designation Plan</p> <p><input checked="" type="checkbox"/> Renewal of a previously-approved Designation Plan?</p>
<p>8. Number of units affected: 80</p> <p>7. Coverage of action (select one)</p> <p><input checked="" type="checkbox"/> Part of the development</p> <p><input type="checkbox"/> Total development</p>

<b>Designation of Public Housing Activity Description</b>
<p>1a. Development name: <i>Cleaborn Homes Senior Village</i></p> <p>1b. Development (project) number:</p>
<p>2. Designation type:</p> <p>Occupancy by only the elderly <input checked="" type="checkbox"/></p> <p>Occupancy by families with disabilities <input type="checkbox"/></p> <p>Occupancy by only elderly families and families with disabilities <input type="checkbox"/></p>
<p>3. Application status (select one)</p> <p>Approved; included in the PHA's Designation Plan <input type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input checked="" type="checkbox"/></p>
<p>4. Date this designation approved, submitted, or <b>planned for submission</b>: 06/29/07</p>
<p>5. If approved, will this designation constitute a (select one)</p>

<input type="checkbox"/> New Designation Plan (Previously Approved) <input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 200
7. Coverage of action (select one)
<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: <i>Graves Manor Senior Village</i>
1b. Development (project) number:
2. Designation type:
Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/>
4. Date this designation approved, submitted, or <b>planned for submission</b> : 06/29/07
5. If approved, will this designation constitute a (select one)
<input type="checkbox"/> New Designation Plan (Previously Approved) <input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan?
7. Number of units affected: 120
7. Coverage of action (select one)
<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: <i>Horn Lake Heights Senior Village</i>
1b. Development (project) number:
2. Designation type:
Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/>
4. Date this designation approved, submitted, or <b>planned for submission</b> : 06/29/07
5. If approved, will this designation constitute a (select one)
<input type="checkbox"/> New Designation Plan (Previously Approved) <input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan?

8. Number of units affected: 100
7. Coverage of action (select one)
<input type="checkbox"/> Part of the development
<input checked="" type="checkbox"/> Total development

<b>Designation of Public Housing Activity Description</b>
1a. Development name: <i>Uptown Senior Development</i>
1b. Development (project) number: TN 1-TBD
2. Designation type:
Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/>
Submitted, pending approval <input type="checkbox"/>
Planned application <input type="checkbox"/>
4. Date this designation <b>approved</b> , submitted, or planned for submission: 01/20/06
5. If approved, will this designation constitute a (select one)
<input type="checkbox"/> New Designation Plan (Previously Approved)
<input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan?
9. Number of units affected: 69
7. Coverage of action (select one)
<input checked="" 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.

<b>Conversion of Public Housing Activity Description</b>	
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: I s 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) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: ) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)	

**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.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: <i>College Park</i> 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 24 of the USHA of 1937 (Nehemiah like housing program) <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input checked="" type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <u><i>Subphase 1 Homes completed in 3<sup>rd</sup> Quarter 2004. Subphase 2 Term Sheet approved by HUD and closing completed on August 31, 2004.</i></u>
5. Number of units affected: <i>70 (40 Homes in Subphase 1; 30 homes in Subphase 2)</i>
6. Coverage of action: (select one) <input checked="" type="checkbox"/> 2 <sup>nd</sup> /Final Part of development (Final 30 of 70 lots) <i>Construction completed 10/05</i> <input type="checkbox"/> Total development

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: <i>Uptown Neighborhood Homes</i> 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h)

<input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 24/9 <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 type="checkbox"/> Submitted, pending approval ( <i>Final development phase pending submissions to HUD; Homes to be developed and sold by 12/31/06</i> ) <input checked="" type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <i>Planned submission in 1<sup>st</sup> quarter 2006</i>
6. Number of units affected: <i>112 of 120 homes</i> 6. Coverage of action: (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

<b>Public Housing Homeownership Activity Description</b> <b>(Complete one for each development affected)</b>
1a. Development name: <i>Dixie Homes</i> 1b. Development (project) number: <i>TN 1-TBD</i>
2. Federal Program authority: <input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 24 of the USHA of 1937 (Nehemiah like housing program) <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 type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <i>Phase 1 Homes to be developed off-site at Cleaborn homes vacant property.</i>
7. Number of units affected: <i>30</i> 6. Coverage of action: (select one) <input checked="" type="checkbox"/> Part of 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?

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:

- 1) Have a minimum annual income of \$14,100
- 2) Employed for a minimum of one year and work at least 30 hours per week (employment history not applicable to elderly and disabled families)

## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (1)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

### **A. PHA Coordination with the Welfare (TANF) Agency**

1. Cooperative agreements:

Yes  No: Has the PHA has 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? 12/02/03

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)
Goal Card Attendance & Achievement	Max 326	Random Select	College Park	Public Housing
Jessie Mahan Day Care	68	Specific Criteria	TDHS & Dixie Homes	PH, Section 8, and Surrounding Community
Boy Scouts	20	Specific Criteria	Dixie Homes, Montgomery Plaza	Public Housing
Opportunity Banc	15	Specific Criteria	MHA	Public Housing and Section 8
Sarah Brown Branch YWCA	183 families	Current College Park residents (Case management)	YWCA Office, Mississippi Boulevard	HOPE VI College Park only
MHA Homemakers Aging Commission	6	Specific Criteria	Delta Area Agency on Aging	High-rise elderly, Public Housing
Senior Companion, MIFA	30+	Specific Criteria	MIFA	High-rise, Public Housing
UT-Regional Medical Center	100	Specific Criteria	Barry Towers, Jefferson Square	Public Housing
RISE Foundation  IDA accounts and provides resources to Public Housing residents through its Save-up initiatives; the RISE Foundation provides \$2 in local funding for every \$1 from each participant	60	Specific Criteria	All Public Housing and HOPE VI Developments	Public Housing & HOPE VI
MHA Executive Director's Scholarship Program	10	Specific Criteria	MHA	Public Housing Only
Resident Employment & Training Center	400	Volunteer	PHA Main Office, Jobs Career Center, Jobs Plus, Walgreen's	Public Housing, Section 8, and community and Hope VI residents
Metropolitan Inter Faith Association (MIFA) Case management Services	314 (Max to be served)	Specific Criteria	Dixie, Foote and Cleaborn Homes, and Section 8 (HOPE VI residents have been relocated to sites identified	Former Hurt Village/ Lauderdale Courts residents

			above)	
Bridges( for The Work Place) Employment Training and Placement (Practice Makes Perfect Internship Program) (Marriott Training Program sponsored by the Uptown Alliance) GED Program	30 Max Unduplicated	Specific Criteria	MIFA, UPTOWN Resource Center, Mgmt Offices,	Former Hurt Village/ Lauderdale Courts Residents and actively engaged in case management services
Memphis Housing Resource Center  Housing Counseling Services	35-40	Specific Criteria	FSS and RISE	Former Hurt Village/and Lauderdale Courts and all PHA Residents
Tenant Orientation/ Training Program	Max 314	Required prior to Move-In	Uptown Resource Center/Uptown Square Apartments & MHA	Uptown Public Housing Residents & MHA residents
Memphis Area Neighborhood Watch  Crime Prevention strategies Educate residents within the Hurt Village community, regarding crime prevention strategies and the formulation of six NWG groups Once revitalization occurs	313	Specific Criteria	Mgmt offices, CSS coordinator, and Residents	Uptown Projects
RISE Foundation  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 \$ set aside for IDA accounts for Hurt Village residents	60	Specific Criteria	The RISE Foundation staff, CSS coordinator, and MIFA	Hurt Village/ Lauderdale Courts Residents
The University of Memphis  Program Evaluator, Community of Scholars Program	313	Specific Criteria	U of M staff and CSS coordinator	HOPE VI programs

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	Primary College Park and occasional Hurt Village/ Lauderdale Courts Residents
--	----	-------------------	-------------------------------------	--

**(2) Family Self Sufficiency program/s**

a. Participation Description

<b>Family Self Sufficiency (FSS) Participation</b>		
Program	Required Number of Participants (start of FY 2006 Estimate)	Actual Number of Participants (As of: 12/31/05)
Public Housing	81	94
Section 8	45	48

- 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)



### **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 properties.**

#### **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)  
**Joint patrols by Memphis Police Department and Memphis Housing Authority**

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)  
**All MHA properties.**

**C. Additional information as required by PHDEP/PHDEP Plan (NOT APPLICABLE)**

- 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 2000 in this PHA Plan?
- Yes  No: This PHDEP Plan is an Attachment. (Attachment Filename: \_\_\_\_)

**14. Pet Policy**

[24 CFR Part 903.7 9 (n)]

**See Attachment F**

## **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? 2
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?

## **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.

### **College Park**

Lemoyne Gardens was demolished in 1997, as a result of a 1995 HOPE VI Grant Award. Currently the development, now known as College Park, has an 80-unit senior only complex. This facility is completed and fully occupied. Another 107 units were developed for the Family I Phase along with 154 units in the Family II Phase. These phases are also complete and fully leased. In addition, a total of 70 for-sale homes have been built and sold to eligible families. The grant is in the closeout phase. The planned date for completion is March 31, 2006.

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

### **Uptown Project**

Revitalization activities completed to date include the rehabilitation/conversion of the 347-units Lauderdale Courts (now Uptown Square Apartments) and development of the following properties: Metropolitan Apartments (114 units) and Greenlaw Place Apartments (88 units); Development activities are continuing on the Neighborhood Homes (21 of 100 units completed); Uptown Senior Facility (69 units), and Market Rate (98 units) for-sale housing units.

### **University Place (Formerly Lamar Terrace)**

The MHA was awarded a third HOPE VI Grant for the redevelopment of the Lamar Terrace Development. The entire 24 acre site was demolished in 2005 and the site will be redeveloped into a 391 unit mixed-income development containing a 118 unit senior only facility, single family homeownership and multifamily rental units, extensive public improvements including a community center and other recreational amenities. The University Place initiative is part of a larger redevelopment initiative which will focus on the redevelopment of the Lamar Terrace.

### **Dixie Homes Site**

The MHA was awarded a \$20 million HOPE VI grant for the revitalization of Dixie Homes. The project proposes to demolish a 600 unit public housing site and replace it with 374 units of public housing, LIHTC, Market Rate rental units, a 30-unit homeownership program to commence in 2006; park and recreational space, and development of 12,000 square feet of commercial space. The homeownership units will be built off-site on a vacant parcel that is part of Cleaborn Homes.

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, tax exempt bonds and funding through the Fannie Mae Modernization Express program.

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  
 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 for the College Park (Lemoyne Gardens), and Uptown sites including Uptown Square (Lauderdale Courts), Greenlaw Place Apartments, scattered site development, and other components of the Hurt Village Revitalization Plan, University Place HOPE VI Project. City funds will be used for community and supportive services, infrastructure, and/or down payment assistance. The City is also targeting several neighborhoods for strategic development initiatives, including the College Park area, the Greenlaw/Manassas neighborhood, and the area surrounding Foote Homes and Cleaborn Homes. (No City funds will be used to pay for community and supportive service activities for the University Place HOPE VI Project. A grant from the Women's Foundation will be used to support these services. 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. The City has also committed funds to support the Dixie Homes HOPE VI revitalization effort and as in University Place, the CSS activities will be supported using private dollars.*

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments:(describe below)

#### **D. Other Information Required by HUD**

##### **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. Any change with regard to demolition or disposition, designation, homeownership



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

**Operated by:  
Memphis Housing Authority**



**TABLE OF CONTENTS ADMISSIONS & OCCUPANCY POLICY**

- I Nondiscrimination and Accessibility .....1**
  - A. Nondiscrimination.....1
  - B. Accessibility and Plain Language .....3
- II Eligibility for Admission and Processing of Applications .....5**
  - A. Affirmative
  - B. Marketing .....5
  - B. Qualification for Admission .....5
  - C. Waiting List Management.....6
  - D. Processing Applications for Admission.....7
  - E. The Preference System .....8
  - F. Applicant Selection Criteria.....13
  - G. Occupancy Guidelines .....17
- III Tenant Selection and Assignment Plan.....20**
  - A. Organization of the Waiting List .....20
  - B. Unit Offers to Applicants.....20
  - C. Due Process Rights for Applicants .....21
  - D. Good Cause for Applicant Refusal of Unit Offer .....22
  - E. Dwelling Units with accessible/adaptable features.....23
  - F. Leasing and Occupancy of Dwelling Units .....23
  - G. Transfers .....23
- IV Leasing and Occupancy of Dwelling Units .....25**
  - A. General Leasing Policy.....25
  - B. Showing Units Prior to Leasing.....25
  - C. Occupancy, Additions to the Household and Visitors.....26
- V Transfer Policy .....28**
  - A. General Transfer Policy.....28
  - B. Types of Transfers .....28
  - C. Processing Transfers .....29
  - D. Good Record Requirement for Transfers.....30
  - E. Incentive Transfers.....31
  - F. Transitional Housing Transfers.....31
  - G. Cost of Transfers.....33
- VI Eligibility for Continued Occupancy and Annual Reexamination .....34**
  - A. Eligibility for Continued Occupancy .....34
  - B. Remaining Family Members and Prior Debt.....34
  - C. Periodic Re-examination.....34
  - D. Upfront Income Verification.....36

<b>VII</b>	<b>Interim Rent Adjustments: Fixed Rent System .....</b>	<b>37</b>
	A. Rent Adjustments.....	37
	B. Effective Date of Adjustments.....	38
	C. Failure to Report Accurate Information.....	38
<b>VIII</b>	<b>Lease Termination Procedures.....</b>	<b>39</b>
	A. General Policy: Lease Terminations.....	39
	A. Notice Requirements.....	39
	B. Record keeping Requirements.....	39
<b>IX</b>	<b>Utilities .....</b>	<b>40</b>
	A. Resident-Paid Utilities.....	40
	B. Excess Utility Charges.....	40
<b>X</b>	<b>Flat Rents.....</b>	<b>41</b>
	A. Flat Rents.....	41
	B. Recertification of Families on Flat Rents.....	41
	C. Establishing Flat Rents.....	41
	D. Annual Update of Flat Rents.....	41
	E. Flat Rent Schedule.....	42
<b>XI</b>	<b>Self-Sufficiency Policy .....</b>	<b>43</b>
	A. Self-Sufficiency.....	43
	B. Self-Sufficiency Mixed Finance and HOPE VI Developments.....	43
<b>XII</b>	<b>Definitions and Procedures to be used in Determining Income and Rent....</b>	<b>44</b>
	A. Annual Income (24 CFR 913.106).....	44
	B. Items not included in Annual Income.....	44
	C. Anticipating Annual Income [24 CFR 913.106 (d)].....	47
	D. Adjusted Income (24 CFR 913.102).....	48
	E. Rent Computation: Income-Based Rents.....	49
	F. Flat Rents.....	50
<b>XIII</b>	<b>Applicability of Admissions and Continued Occupancy Policy .....</b>	<b>51</b>
<b>XIV</b>	<b>Definitions of Terms Used in This Statement of Policies.....</b>	<b>51</b>

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

## I. Nondiscrimination

### A. Compliance with Civil Rights Laws

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

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

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

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

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide anyone housing that is different from that provided others<sup>1</sup>;
- (c) Subject anyone to segregation or disparate treatment;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<sup>5</sup> 24 CFR § [5.502](#) requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if

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

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

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

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

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

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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.

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

### **A. Affirmative Marketing**

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

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

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

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

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

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

- (a) Is a family as defined in Section XII of this policy?;
- (b) Meets the HUD requirements on citizenship or immigration status; [24 CFR [Part 5, Subpart E](#)]
- (c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in MHA offices.

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

- (d) Provides documentation of Social Security numbers for all family members, age 6 or older, or certifies that they do not have Social Security numbers; [24 CFR § 5.216] and
- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies, including attending and successfully completing a MHA-approved pre-occupancy orientation session;.

**C. Waiting List Management**

1. It is the policy of MHA to administer its waiting list as required by the regulations at **24 CFR § 960.206**.

2. Opening and Closing Waiting Lists

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

3. Determining if the Waiting List may be Closed

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

4. Updating the Waiting List

- (a) Beginning in April of 2000 MHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing<sup>8</sup>.  
If, after two attempts in writing<sup>9</sup>, no response is received, MHA will withdraw the names of applicants from the waiting list.

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

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

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



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 § Part 5, Subpart E](#). Citizens are permitted to certify to their status.

3. Applicants reporting zero income will be asked to complete a family expense form. This form will be the first completed in the interview process. The form will ask applicants to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. It will also ask applicants about the status of any application or benefits through TANF or other similar programs. (If a “zero income” family is admitted, redeterminations of income will be performed every 90 days. See Section 3. C, Periodic Reexaminations, of this policy.)

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

## **E. The Preference System**

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

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

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

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

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

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

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

- (b) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, MHA will give a priority to elderly, disabled or near elderly families as described later in this section.
- (c) When selecting a family for a unit in a mixed population development (a property that houses both elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well), MHA will give a priority to elderly families and disabled families as described later in this section.
- (d) When selecting a single person at a Mixed Population development, elderly or disabled persons have priority over singles that are not elderly or disabled regardless of preferences. Single applicants who are not elderly or disabled can only be admitted after all elderly or disabled families have been offered units. [24 CFR § 960.407] Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

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

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

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

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

### 4. Local Preference: Revitalized Developments

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

#### Elderly Buildings

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

#### Family Buildings

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

- **Tier III:** Families with incomes between 61% and 80% of area median income (the target for this group is 50% of all admissions in any year).

## 5. Ranking Preference

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

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

## 6. Preference for Returnees: Revitalized Developments

In addition to these ranking preferences, there shall be a preference in effect, at revitalized developments only, for former residents who had previously indicated that they wished to return. To qualify for this preference a family would have to: a) indicate at the time they make their Permanent Housing Choice that they wish to return; b) accept temporary relocation as assigned by MHA until the revitalized units are ready for return; c) be a tenant in good standing at the housing assigned for temporary relocation when the revitalized units are ready for re-occupancy and d) pass the screening requirements approved in the Management Plan.

## 7. Mixed Population Buildings Local Preference

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

## 8. Method of Applying Preferences

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

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

- 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. [\[24 CFR § 960.206\(b\)\(2\).\]](#)

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

## **10. Withholding Preferences**

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

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

## **11. Designated Housing**

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

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

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

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

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

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

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

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

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

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

### **F. Applicant Selection Criteria**

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

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

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

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with MHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the MHA.
- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
  - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; [24 CFR § [960.203\(c\)](#)]
  - (ii) Adversely affect the physical environment or financial stability of the project; [24 CFR § [960.203\(c\)\(1\)](#)]
  - (iii) Violate the terms and conditions of the lease; [See 24 CFR § 8.3 Definition: **Qualified individual with handicaps**]
  - (iv) Require services from MHA staff that would alter the fundamental nature of MHA's program. [See 24 CFR § 8.3 Definition: **Qualified individual with handicaps**]
- (c) MHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. [24 CFR § [960.259\(c\)](#)]
- (d) MHA will complete a credit check and a rental history check on all applicants. In carrying out the credit check MHA will pay particular attention to the applicant's history of rental payment as opposed to payment history generally.
- (e) Payment of funds owed to MHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant for unpaid balances owed MHA by the applicant for any program that MHA operates. MHA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process. MHA will not admit families who owe back balances. [See 24 CFR § [960.203\(c\)\(1\)](#)]
- (f) MHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. [24 CFR §§ [960.203](#) – [960.205](#)]
- (g) MHA will complete a home visit on all applicants.<sup>13</sup> Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. MHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.

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



- (i) Housekeeping criteria shall include, but not be limited to:
- Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
  - Cleanliness in each room; and
  - General care of appliances, fixtures, windows, doors and cabinets.
- (ii) Other MHA lease compliance criteria will also be checked, such as:
- Evidence of destruction of property;
  - Unauthorized occupants;
  - Evidence of criminal activity; and
  - Conditions inconsistent with application information.
- (iii) All applicants shall have at least two days' advance written notice of Home Visits.
- (iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.
- (h) All applicants are required to attend and complete MHA's Pre-Occupancy Orientation.
- (i) MHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:
- The applicant's past performance in meeting financial obligations, especially rent and utility bills. [24 CFR § [960.203\(c\)\(1\)](#)]
  - A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. [24 CFR § [960.203\(c\)](#)]
  - Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. [24 CFR § [960.204](#) & the Anti-Drug Act of 1988]
  - A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
  - An applicant's ability and willingness to comply with the terms of MHA's lease. [24 CFR § [8.3](#) Definition: Qualified Individual with Handicaps]
- (j) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (k) Applicants must be able to demonstrate the ability and willingness to comply with the terms of MHA's lease, either alone or with assistance that they can demonstrate they have or will

have at the time of admission.<sup>14</sup> [24 CFR § 8.2 Definitions: Qualified Individual with Handicaps]  
Availability of assistance is subject to verification by MHA.

### 3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, MHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. [\[24 CFR §960.203\(d\)\]](#) To be factored into MHA's screening assessment of the applicant, mitigating circumstances must be verifiable.
- (b) Mitigating circumstances<sup>15</sup> are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, MHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. MHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include:
  - (i) Evidence of successful rehabilitation;
  - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
  - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. MHA will consider such circumstances in light of:
  - (i) the applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;
  - (ii) the applicant's overall performance with respect to all the screening requirements; and

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

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

(iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

#### 4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the applicant as a family; [24 CFR § 5.403]
  - (ii) Eligibility of the applicant with respect to income limits for admission; [24 CFR § [5.601 et seq.](#)]
  - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR § [5.500 et seq.](#)]
  - (iv) Unit size required for and selected by the family;
  - (v) Preference category (if any) to which the family is entitled; [24 CFR [Part 960](#)] and
  - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. [24 CFR [Part 960](#)]
- (b) Families determined to be qualified will be notified by MHA of the approximate date of occupancy insofar as that date can be reasonably determined. [24 CFR § [960.208\(b\)](#)] However, the date stated by MHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors MHA does not control, such as turnover rates, and market demands as they affect bedroom sizes and project location.
- (c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from MHA, stating the basis for such determination. MHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [24 CFR § [960.208\(a\)](#)]
- (d) Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

#### G. Occupancy Guidelines

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

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

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u>	<u>Max Persons/Unit</u>
	<u>(Largest Unit Size)</u>	<u>(Smallest Unit Size)</u>

0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

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

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

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

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

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

vs. larger units, and the age, relationship and gender of family members. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact MHA<sup>17</sup> either by returning the update postcard or in person, bringing proof of identity;
- When five working days have elapsed from the date when the MHA mails the letter, if there is no response from the applicant, the applicant will be sent the same letter by first class mail;

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

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

- If an applicant contacts MHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
  - When MHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, MHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.
5. Persons who fail to respond to MHA attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be related to a disability. In such circumstances MHA shall reinstate these individuals to their former waiting list positions.
6. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. Families whose applications were withdrawn for refusing unit offers without good cause may not reapply for 12 months. In these cases, they will have a new date and time of application.

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

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

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

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



- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move; or
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. (In effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)

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

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

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

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

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

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

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

### **G. Transfers**

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

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.

2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.

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

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.

## IV. Leasing Policies

### A. General Leasing Policy

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

### B. Showing Units Prior to Leasing

1. When offering units, MHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with MHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will be advised of the offer and will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **MHA Procedure on Taking Applications and Initial Processing**.)
2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant if possible. The form is then sent to central office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy.** [24 CFR§ 966.4 (i)]
3. Managers will only show and lease units of the appropriate size. Families may choose to lease units of sizes between the largest and smallest unit for which they qualify. If a family opts to lease a unit smaller than the largest unit for which they qualify, the family shall agree in writing to remain in that size unit until family size or circumstances require a larger unit.

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

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

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

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

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

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

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

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

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on MHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Manager. Visits of more than three and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager. Visits of more than 14 calendar days shall be authorized only by the Property manager with advance documentation of extenuating circumstances. In no event shall a visitor be permitted to visit for more than 45 days in any 12

month period without the prior written consent of MHA. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

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

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

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

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

## V. Transfer Policy

### A. General Transfer Policy

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

### B. Types of Transfers

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

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

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

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

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

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

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

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

Category 2 transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory.**

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

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

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

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

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

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

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

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

### **C. Processing Transfers**

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

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

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers,

- Applicants, and, at a rate of four applicants to every transfer,
- Category 3 Administrative Transfers

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

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

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

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

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

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

**D. Good Record Requirement for Transfers**

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

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

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

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



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

#### **E. Incentive Transfers**

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

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

2. Incentive transfers are Category 2 administrative transfers.

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

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

#### **F. Transitional Housing Transfers**

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

- (a) **Transitional Housing Transfers** - MHA will occupy recently modernized, revitalized developments and scattered site designated "Single Family transitional housing units"

through transitional housing transfers. The units will be filled by transferees from current MHA developments.

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

2. **Transitional Housing Transfers** will take priority over admissions.

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

**G. Cost of Transfers**

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

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

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

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

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

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

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

### **C. Periodic Reexamination**

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

4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual reexamination process. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

#### 5. Reexamination Procedures

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

#### 6. Action Following Reexamination

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

#### **D. Upfront Income Verification**

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

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

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

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

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

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

## VII. Interim Rent Adjustments: Fixed Rent System

### A. Rent Adjustments

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

2. 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 <sup>20</sup> . Increase in income following MHA granting of interim rent decrease.	• MHA will process an interim reduction in rent if the income decrease will last more than 30 days. MHA will process an interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	• MHA will 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 § [960.257](#) and 24 CFR Part 5, subpart F]

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

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

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

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

**B. Effective Date of Adjustments**

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

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

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

**C. Failure to Report Accurate Information**

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



## VIII. Lease Termination Procedures

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

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

### **B. Notice Requirements**

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

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

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

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

### **C. Recordkeeping Requirements**

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

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

## **IX. Utilities**

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

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

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

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

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

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

## **X. Flat Rents**

### **A. Flat Rents**

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

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

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

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

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

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

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

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

**E. Flat Rent Schedule**

Property			0	1	2	3	4	5	6
			Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm
Alabama Plaza (1-45)				<b>400</b>	<b>520</b>	<b>575</b>	<b>705</b>		
Barry Homes (1-13)			<b>434</b>	<b>483</b>	<b>518</b>				
Borda Towers (1-23)			<b>434</b>	<b>483</b>	<b>518</b>				
Cleaborn Single-Family (1-8)					<b>508</b>	<b>552</b>	<b>580</b>		
Cleaborn Homes (1-8)				<b>346</b>	<b>508</b>	<b>552</b>	<b>580</b>	<b>609</b>	
College Park Family I (1-44)				<b>534</b>	<b>627</b>	<b>871</b>	<b>914</b>		
College Park Family II (1-46)				<b>534</b>	<b>627</b>	<b>871</b>	<b>914</b>		
College Park Senior (1-43)				<b>534</b>	<b>627</b>				
Dixie Homes (1-5)				<b>519</b>	<b>574</b>	<b>647</b>			
Dixie Homes (1-9)			<b>416</b>	<b>519</b>	<b>574</b>	<b>647</b>			
Foote Homes (1-2)				<b>346</b>	<b>508</b>	<b>552</b>			
Graves Manor (1-15)				<b>344</b>	<b>454</b>	<b>561</b>	<b>638</b>	<b>733</b>	
Greenlaw Place Apts (1-48)				<b>693</b>	<b>1067</b>	<b>1645</b>			
Jefferson Square (1-18)			<b>434</b>	<b>483</b>	<b>518</b>				
Montgomery Plaza (1-21)				<b>339</b>	<b>453</b>	<b>559</b>	<b>697</b>	<b>801</b>	<b>906</b>
Parkway Commons (1- )				<b>534</b>	<b>624</b>	<b>872</b>			
Richmond Place (1- )				<b>534</b>	<b>589</b>	<b>673</b>			
Scattered Sites (1- )				<b>520</b>	<b>963</b>	<b>1147</b>	<b>1319</b>		
Texas Courts (1-33)				<b>399</b>	<b>453</b>	<b>535</b>	<b>584</b>		
Uptown Square Apts (1-47)				<b>693</b>	<b>1067</b>	<b>1645</b>			
Uptown Village Apts (1- )				<b>693</b>	<b>1067</b>	<b>1645</b>			
Venson Center (1-14)			<b>434</b>	<b>483</b>	<b>518</b>				

[ACOP Rev. 03/05 by Resolution No.](#)

## **XI. Self-Sufficiency Policy**

### **A. Self-Sufficiency**

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

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

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

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

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

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

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;

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

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

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

Annual Income does not include the following:

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

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

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

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

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

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

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

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



- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (**25 USC 1407-08**), or from funds held in trust for an Indian Tribe by the Secretary of Interior [**25 USC 117b, 1407**]; and
  - Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [**20 USC 1087 uu**].
    - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
  - Payments received from programs funded under Title V of the Older Americans Act of 1965 [**42 USC 3056 (f)**]:
    - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
  - Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
  - Payments received under the Maine Indian Claims Settlement Act of 1980 (**Pub. L. 96-420, 94 Stat. 1785**);
  - The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (**42 USC 9858q**);
  - Earned income tax credit refund payments received on or after January 1, 1991 (**26 USC 32 (j)**).
17. The incremental earnings to an adult resident due to employment in the following circumstances:
- (a) The resident experiences an increase in income due to employment after the resident was unemployed for a year or more;
  - (b) The resident experiences an increase in income due to employment while the resident is engaged in a qualifying training program to achieve economic self sufficiency.
  - (c) The resident experiences an increase in income due to employment when the resident had, within the previous six months received income, benefits or services from the welfare agency worth at least \$500.

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

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

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This

method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

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

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

**For All Families**

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

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

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

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

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

**For elderly and disabled families only:**

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

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on

accumulated medical bills. To be considered by MHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

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

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

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

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

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

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

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

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

8. The Minimum Rent shall be \$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.

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

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

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

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

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

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

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

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

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

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

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

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

9. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. (24 CFR § 8.3)
10. Care attendant - a person that regularly visits the unit of a MHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by MHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
11. Co-head of household - a household where two persons are held responsible and accountable for the family.
12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. [24 CFR § 5.603]
13. Designated Family - means the category of family for whom MHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families. [24 CFR Part 945]
14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families. [24 CFR Part 945]
15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR § 5.403]
16. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [42 USC 1437a(b)(3)]
17. Displacement Preference – An admission preference awarded to applicants who can document displacement from current housing because:
- Their current dwelling is destroyed or extensively damaged by a natural disaster declared by the President;
  - Their current dwelling cannot continue to be occupied because of Governmental Action;
  - The family is subject to domestic violence in their current housing.
18. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets (24 CFR § 5.603) in this section.)
19. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR § 5.403]

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

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

22. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in MHA housing; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in MHA housing.

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

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

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

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

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

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

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

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

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

such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

(c) Definitional elements:

“physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and [lymphatic](#); skin; and endocrine; or

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

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

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

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

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

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

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

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

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

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



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

MHA policy on Live-in Aides stipulates that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC [15002](#)].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**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**

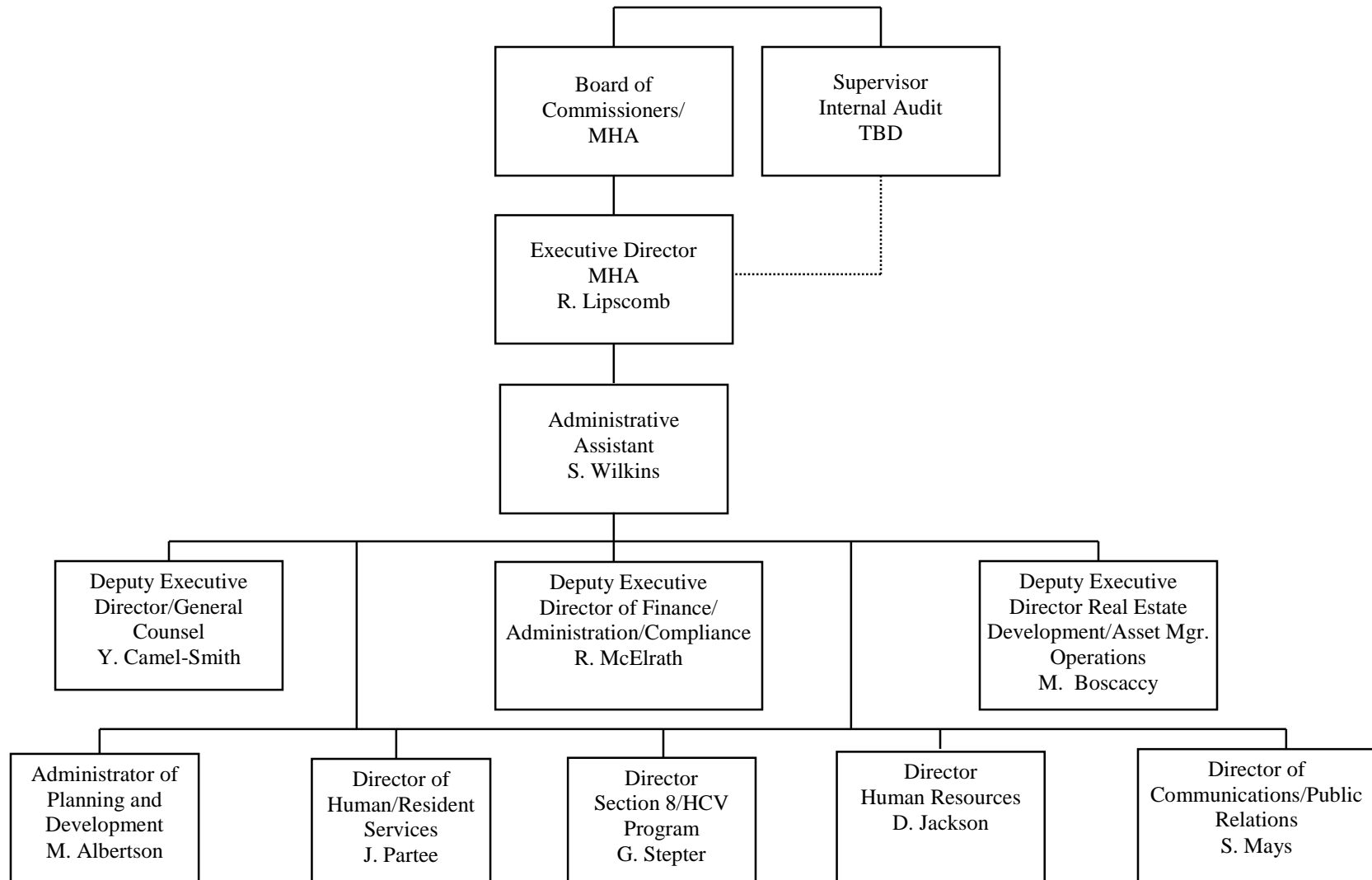
**WHEREAS, the staff has proposed that the following measures be utilized to achieve the deconcentration of poverty in public housing:**

- 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  
MHA Executive Staff**





## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary</b>					
PHA Name Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN 43R001501-01</b>			Federal FY of Grant: <b>2001</b>
<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, 2005 <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	595,007.35	495,007.35	495,007.35	495,007.35
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	440,546.80	540,546.80	540,546.80	540,546.80
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	166,316.85	166,316.85	166,316.85	166,316.85

**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: <b>TN 43R001501-01</b>	Federal FY of Grant: <b>2001</b>
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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, 2005  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
20	Amount of Annual Grant: (sum of lines 2- 19)	<b>1,201,871.00</b>	<b>1,201,871.00</b>	<b>1,201,871.00</b>	<b>1,201,871.00</b>
21	Amount of line XX Related to LBP Activities				
22	Amount of line XX Related to Section 504 compliance				
23	Amount of line XX Related to Security –Soft Costs				
24	Amount of Line XX related to Security-- Hard Costs				

**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
					Original	Revised	Funds Obligated	Funds Expended	
TN 1-1 Lamar Terrace	Revitalization Development		1499		166,316.85	166,316.85	166,316.85	166,316.85	Complete
TN 1-20 Hornlake Heights	A&E Fees for Revitalization Design		1430		162,837.64	134,181.95	137,837.64	137,837.64	Complete
TN 1-32A Ford Road Apts	A&E Fees for Revitalization Design		1430		177,460.44	134,181.96	152,460.44	152,460.44	Complete
TN 1-32B Cypresswood	A&E Fees for Revitalization Design		1430		141,979.13	127,946.21	127,946.21	116,979.13	Complete
TN 1-32E Hawkins Mill	A&E Fees for Revitalization Design		1430		112,730.14	98,697.23	98,697.23	87,730.14	Complete
TN 1-11 Cleaborn Homes	Construction		1460		440,547.00	540,546.80	540,546.80	540,546.80	Complete

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

<b>PHA Name: Housing Authority of the City of Memphis</b>		<b>Grant Type and Number</b> Capital Fund Program No: Replacement Housing Factor No: TN43R001501-01				<b>Federal FY of Grant: 2001</b>	
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	Dec-03			Dec-05			
COMP Mod's	Dec-03			Dec-05			
TN 1-11 Cleaborn Homes	Dec-03			Dec-05			

## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
<b>PHA Name:</b> Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>TN 43P001501-02</b> Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2002	
<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, 2005 <b>Final Performance and Evaluation Report</b>						
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	1,673,428.00	1,673,428.00	1,673,428.00	
3	1408 Management Improvements	138,310.46	252,137.09	252,137.09	252,137.09	
4	1410 Administration	589,749.04	478,783.43	478,783.43	478,753.35	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	581,372.56	359,610.82	359,610.82	359,610.82	
8	1440 Site Acquisition	18,239.84	20,039.84	20,039.84	20,039.84	
9	1450 Site Improvement	1,353,447.91	1,372,786.92	1,372,786.92	1,372,786.92	
10	1460 Dwelling Structures	3,478,356.00	3,629,646.67	3,629,646.67	3,629,646.67	
11	1465.1 Dwelling Equipment—Nonexpendable	66,894.00	66,894.00	66,894.00	66,894.00	
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment	36,450.43	41,723.59	41,723.59	41,723.59	
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs	80,000.00	76,486.40	76,486.40	76,486.40	
18	1499 Development Activities	350,894.76	395,606.24	395,606.24	395,606.24	
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**

<b>PHA Name:</b> Memphis Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>TN 43P001501-02</b> Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 2002
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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, 2005 **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)	<b>8,367,143.00</b>	<b>8,367,143.00</b>	<b>8,367,143.00</b>	<b>8,367,143.00</b>
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		1,673,428.00	1,673,428.00	1,673,428.00	1,673,428.00	Complete
AW	Administration, Technical Salaries, Fringes	1410		534,749.04	437,758.05	437,758.05	437,758.05	Complete
AW	CI Sundry Expense	1410		55,000.00	41,025.38	41,025.38	41,025.38	Complete
AW	Staff Training	1408		42,000.00	44,644.66	44,644.66	44,644.66	Complete
AW	Resident Training	1408		81,959.71	61,782.79	61,782.79	61,782.79	Complete
AW	Computer Software	1408		14,350.75	65,097.00	65,097.00	65,097.00	Complete
AW	Policies and Procedures Manual	1408		0.00	5,612.64	5,612.64	5,612.64	Complete
AW	Computer Hardware	1475		29,825.83	33,714.44	33,714.44	33,714.44	Complete
AW	CFP Portion Security Salary	1408		0.00	75,000.00	75,000.00	75,000.00	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 43P001501-02 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	Office Furniture	1475			307.66	307.66	307.66	Complete
AW	Architectural/Engineering Services	1430		581,372.56	359,610.82	359,610.82	359,610.82	Complete
AW	Real Estate Appraisals	1440		18,239.84	20,039.84	20,039.84	20,039.84	Complete
AW	Relocation	1495		80,000.00	76,486.40	76,486.40	76,486.40	Complete
TN 1-2 Foote Homes	Storm Drain Piping	1450		2,188.00	2,188.00	2,188.00	2,188.00	Complete
TN 1-5 Dixie Homes	Unit Modernization & Repairs/Renovations	1460		1,961,452.00	1,959,705.13	1,959,705.13	1,959,705.13	Complete
TN 1-7 Oates Manor	Telephone Service	1450		1,075.88	1,075.88	1,075.88	1,075.88	Complete
TN 1-8 Cleaborn Homes	Unit Modernization & Repairs	1460		1,259,937.70	1,333,489.83	1,333,489.83	1,333,489.83	Complete
TN 1-8 Cleaborn Homes	Renovations/Repairs Phase V	1460		0.00	77,738.55	77,738.55	77,738.55	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 43P001501-02 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	
TN 10-10 Lauderdale Courts	Master Development Agreement	1499		0.00	301,522.31	301,522.31	301,522.31	Complete
TN 1-13 Barry Homes	Building Repairs	1460		8,848.33	8,848.33	8,848.33	8,848.33	Complete
TN 1-13 Barry Homes	Building Repairs (Tile 1 <sup>st</sup> Floor)	1460		9,100.00	9,100.00	9,100.00	9,100.00	Complete
TN 1-13 Barry Homes	Window/Screen Repairs	1460		20,131.00	20,130.99	20,130.99	20,130.99	Complete
TN 1-13 Barry Homes	Storm Sewer Replacement	1450		42,115.00	42,115.00	42,115.00	42,115.00	Complete
TN 1-21 Montgomery Plaza	Renovations & Repairs	1460		157,135.97	157,135.97	157,135.97	157,135.97	Complete
TN 1-45 Alabama Plaza	Drainage Construction	1450		198,320.00	198,320.00	198,320.00	198,320.00	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		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:				<b>Federal FY of Grant: 2002</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-45 Alabama Plaza	Drainage Construction	1460		61,751.00	61,751.00	61,751.00	61,751.00	Complete
AW	Security Enhancements	1450		1,109,749.03	1,129,088.04	1,129,088.04	1,129,088.04	Complete
AW	Telecommunications Project	1475		6,624.00	7,601.49	7,601.49	7,601.49	Complete
AW	Security Cameras	1465		66,894.00	66,894.00	66,894.00	66,894.00	Complete
AW	Elevator Upgrades	1460		0.00	1,746.87	1,746.87	1,746.87	Complete
AW	Financial Advisor for COMP Mod's	1499		300,000.00	33,091.67	33,091.67	33,091.67	Complete
AW	Market Surveys/Application Fees	1499		50,894.76	61,092.26	61,092.26	61,092.26	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: 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 1-2 Foote Homes	Jun-04			Jun-06				
TN 1-5 Dixie Homes	Jun-04			Jun-06				
TN 1-7 Oates Manor	Jun-04			Jun-06				
TN 1-8 Cleaborn Homes	Jun-04			Jun-06				
TN 1-10 Lauderdale Courts	Jun-04			Jun-06				
TN 1-12 Fowler Homes	Jun-04			Jun-06				
TN 1-13 Barry Homes	Jun-04			Jun-06				
TN 1-21 Montgomery Plaza	Jun-04			Jun-06				
TN 1-45 Alabama Plaza	Jun-04			Jun-06				

## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-02</b>			<b>Federal FY of Grant:</b> 2002
<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, 2005 <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	16,000.00	16,000.00		
10	1460 Dwelling Structures	941,916.00	941,916.00	1,107,916.00	1,107,916.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	150,000.00	150,000.00		
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				
19	1501 Collaterization or Debt Service				

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-02</b>		<b>Federal FY of Grant:</b> 2002	
<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, 2005 <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)	<b>1,107,916.00</b>	<b>1,107,916.00</b>	<b>1,107,916.00</b>	<b>1,107,916.00</b>
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 1-8 Cleaborn Homes	Vacant Unit Repair	1499		1,092,916.00	0.00	0.00	0.00	Moved to another grant
TN 1-11 Cleaborn Single Family Homes	Site Improvements	1450		0.00	16,000.00	0.00	0.00	Moved to another grant
TN 1-11 Cleaborn Single Family Homes	Dwelling Structures	1460		0.00	941,916.00	1,107,916.00	1,107,916.00	Complete
TN 1-11 Cleaborn Single Family Homes	Construction	1470		0.00	150,000.00	0.00	0.00	Moved to another grant
AW	Management and Financial Assessment	1499		15,000.00	0.00	0.00	0.00	Moved to another grant
TN 1-1 Lamar Terrace	Revitalization Development	1499		0.00	0.00	0.00	0.00	Moved to another grant

**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		<b>Grant Type and Number</b> 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 1-11 Cleaborn Single Family Homes	Jun-04			Jun-06			

## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2003
<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, 2005 <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	1,644,102.00	1,644,102.00	1,644,102.00	1,644,102.00
3	1408 Management Improvements	1,470,191.96	1,152,080.88	1,152,080.88	1,120,007.97
4	1410 Administration	822,051.40	822,051.40	822,051.40	822,051.40
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	936,009.87	884,300.52	884,300.52	780,321.32
8	1440 Site Acquisition	13,000.00	6,290.00	6,290.00	6,290.00
9	1450 Site Improvement	253,557.08	351,747.07	351,747.07	351,747.07
10	1460 Dwelling Structures	2,274,794.24	2,624,363.39	2,624,363.39	2,624,363.39
11	1465.1 Dwelling Equipment—Nonexpendable	45,000.00	45,000.00	45,000.00	45,000.00
12	1470 Non-dwelling Structures	25,000.00	25,000.00	25,000.00	25,000.00
13	1475 Non-dwelling Equipment	42,018.95	47,025.88	47,025.88	47,025.88
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	100,000.00	23,664.36	23,664.36	23,664.36
18	1498 Development Activities	594,788.50	594,788.50	594,888.50	392,267.30
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**

<b>PHA Name:</b> Memphis Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 2003
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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, 2005  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)	<b>8,220,514.00</b>	<b>8,220,514.00</b>	<b>8,220,514.00</b>	<b>7,881,840.69</b>
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		1,644,102.00	1,644,102.00	1,644,102.00	1,644,102.00	Complete
AW	Administration, Technical Salaries, Fringes	1410		805,108.54	805,108.54	805,108.54	805,108.54	Complete
AW	CI Sundry Expense	1410		16,942.86	16,942.86	16,942.87	16,942.87	Complete
AW	Staff Training	1408		62,000.00	149,669.51	149,669.51	157,096.77	In Progress
AW	Community Support Services	1408			36,107.93	36,107.93	13,367.96	In Progress
AW	Resident Training	1408		113,000.00	113,000.00	118,316.30	101,556.10	In Progress
AW	IT Enhancement	1408		3,946.35	0.00	0.00	0.00	Moved to another grant
AW	Computer Software	1408		50,107.39	50,107.39	49,971.12	49,495.17	In Progress
AW	Policies and Procedures Manual	1408		46,560.06	46,560.06	11,396.15	11,396.15	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 43P001501-03 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	Security Salary/Fringes	1408		1,194,578.16	786,619.87	786,619.87	786,619.87	Complete
AW	Security Uniforms	1475		0.00	0.00	0.00	0.00	Item Deleted
AW	Office Furniture	1475		4,435.60	6,291.27	6,291.27	6,291.27	In Progress
AW	Computer Hardware	1475		37,583.35	35,717.78	36,769.41	36,769.41	In Progress
AW	Architectural/Engineering Services	1430		936,009.87	922,935.75	884,300.52	780,321.32	In Progress
AW	Real Estate Appraisals	1440.5		13,000.00	13,000.00	6,290.00	6,290.00	Complete
AW	Security Equipment	1475		0.00	3,965.20	3,965.20	3,965.20	Complete
AW	Security Enhancements	1450		19,726.27	20,345.09	20,345.09	28,926.39	In Progress
AW	Relocation	1495		100,000.00	23,664.36	23,664.36	23,664.36	In Progress
TN 1-1 Lamar Terrace	Relocating Electrical Facilities	1450		0.00	4,610.38	0.00	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 43P001501-03 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 1-5 Dixie Homes	Site Improvements	1450			37,000.00	37,000.00	37,000.00	Complete
TN 1-7 Oates Manor	Temporary Fencing	1450		37,453.44	37,453.44	37,453.44	37,453.44	Complete
TN 1-08 Cleaborn Homes	Landscaping	1450		3,000.00	3,000.00	3,000.00	3,000.00	Complete
TN 1-08 Cleaborn Homes	Renovations & Repairs	1460		70,737.91	70,737.91	70,737.91	70,737.91	Complete
TN 1-8 Cleaborn Homes	Site Improvements	1450			38,500.00	103,254.25	103,254.25	Complete
TN 1-08 Cleaborn Homes	Vacant Unit Repairs	1460		998,921.66	998,921.66	998,921.66	998,921.66	Complete
TN 1-9 Dixie Homes	Landscaping	1450		2,750.00	2,750.00	2,750.00	2,750.00	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		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:				<b>Federal FY of Grant: 2003</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-10 Lauderdale Courts	Master Development Agreement	1499		0.00	123,511.96	123,511.96	123,511.96	Complete
TN 1-13 Barry Homes	Ornamental Perimeter Fencing	1450		30,000.00	30,000.00	0.00	0.00	Planned
TN 1-15 Graves Manor	Temporary Fencing	1450		101,130.20	101,130.20	101,130.20	101,130.20	Complete
TN 1-21 Montgomery Plaza	Renovations & Repairs	1460		200,264.19	207,738.98	207,738.98	207,738.98	Complete
TN 1-21 Montgomery Plaza	Renovations & Repairs	1460		45,786.35	45,786.35	47,525.00	398,355.50	In Progress
TN 1-45 Alabama Plaza	Asphalt Installation	1450		13,232.79	13,232.79	13,232.79	13,232.79	Complete
TN 1-45 Alabama Plaza	CSFH Construction	1460		935,675.20	935,675.20	935,675.20	935,675.20	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		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:				<b>Federal FY of Grant: 2003</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-45 Alabama Plaza	CSFH Non Dwelling Structures	1470		25,000.00	25,000.00	25,000.00	25,000.00	Complete
TN 1-51 Cleaborn Homes	Drainage Construction	1460		12,934.14	12,934.14	12,934.14	12,934.14	Complete
TN 1-51 Cleaborn Homes	CSFH Site Improvements	1450		44,654.00	25,000.00	25,000.00	25,000.00	Complete
AW	CSFH Dwelling Equipment	1465		45,000.00	45,000.00	45,000.00	45,000.00	Complete
AW	Financial Advisor	1499		486,572.98	445,533.54	445,533.54	242,912.34	In Progress
AW	Management and Financial Assessment	1499		15,000.00	10,000.00	10,000.00	10,000.00	Complete
AW	Market Study/Feasibility Analysis	1499		0.00	15,250.00	15,250.00	15,250.00	Complete
AW	THDA Fowler Multifamily Project	1499		0.00	593.00	593.00	593.00	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: 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 1-01 Lamar Terrace	Sep-05			Sep-07				
TN 1-7 Oates Manor	Sep-05			Sep-07				
TN 1-08 Cleaborn Homes	Sep-05			Sep-07				
TN 1-9 Dixie Homes	Sep-05			Sep-07				
TN 1-11 Cleaborn Homes	Sep-05			Sep-07				
TN 1-15 Graves Manor	Sep-05			Sep-07				
TN 1-13 Barry Homes	Sep-05			Sep-07				
TN 1-21 Montgomery Plaza	Sep-05			Sep-07				
TN 1-45 Alabama Plaza	Sep-05			Sep-07				

**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>		
<b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>		
<b>PHA Name:</b> Memphis Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: TN 43P001502-03 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 2003
<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, 2005 <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		3,684.99	3,684.99	3,684.99
4	1410 Administration	190,000.00	190,000.00	190,000.00	190,000.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	810,538.73	265,950.79	265,950.79	127,634.46
8	1440 Site Acquisition				
9	1450 Site Improvement	932,900.00	1,107,075.98	1,107,075.98	933,991.27
10	1460 Dwelling Structures	28,211.27	35,661.27	35,661.27	34,991.27
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	4,500.00	163,776.97	163,776.97	163,776.97
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	0.00	200,000.00	200,000.00	200,000.00
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>1,966,150.00</b>	<b>1,966,150.00</b>	<b>1,966,150.00</b>	<b>1,654,078.96</b>
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 43P001502-03 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	Administration, Technical Salaries, Fringes	1410		190,000.00	172,410.00	172,410.00	172,410.00	Complete
AW	CI Sundry Expense	1410		0.00	17,590.00	17,590.00	17,590.00	Complete
AW	Fees and Costs	1430		810,538.73	265,950.79	265,950.79	127,634.46	In Progress
AW	Security Vehicles/Packaging	1475		0.00	154,401.00	154,401.00	154,401.00	Complete
AW	Computer Software	1408			3,684.99	3,684.99	3,684.99	Complete
AW	Security Enhancements	1450		4,650.00	0.00			
AW	Office Furniture	1475		4,500.00	2,751.62	2,751.62	2,751.62	In Progress
AW	Computer Hardware	1475			3,724.00	3,724.00	3,724.00	Complete
AW	Office Equipment	1475			2,620.55	2,620.55	2,620.55	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 43P001502-03 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	Security Equipment	1475			279.80	279.80	279.80	Complete
TN 1-5 Dixie Homes	Redevelopment Efforts	1499			200,000.00	200,000.00	200,000.00	Complete
TN 1-5 Dixie Homes	Site Improvements	1450			306,505.00	306,505.00	306,505.00	Complete
TN 1-8 Cleaborn Homes	Site Improvements	1450		928,250.00	763,415.98	763,415.98	590,331.27	In Progress
TN 1-18 Jefferson Square	Site Improvements	1450			10,000.00	10,000.00	10,000.00	Complete
TN 1-33 Texas Court	Perimeter Fencing	1450			27,155.00	27,155.00	27,155.00	Complete
TN 1-45 Alabama Plaza	Termite Treatment and Control	1460			7,450.00	7,450.00	6,780.00	In Progress
TN 1-51 Single Family Homes	Construction (Single Family Homes)	1460		28,211.27	28,211.27	28,211.27	28,211.27	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	<b>Grant Type and Number</b> Capital Fund Program No: TN43P001502-03 Replacement Housing Factor No:	Federal FY of Grant: 2003
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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 1-5 Dixie Homes	Sep-05			Sep-07			
TN 1-08 Cleaborn Homes	Sep-05			Sep-07			
TN 1-18 Jefferson Square	Sep-05			Sep-07			
TN 1-33 Texas Court	Sep-05			Sep-07			
TN 1-45 Alabama Plaza	Sep-05			Sep-07			
TN 1-51 Single Family Homes	Sep-05			Sep-07			

## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
<b>PHA Name:</b> Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-03</b>			<b>Federal FY of Grant:</b> 2003	
<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, 2005 <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	20,000.00				
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures		1,088,498.00	1,088,498.00	470,942.90	
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					
19	1501 Collateralization or Debt Service	1,068,498.00				

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

<b>PHA Name:</b> Memphis Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-03</b>	<b>Federal FY of Grant:</b> 2003
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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, 2005  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)	<b>1,088,498.00</b>	<b>1,088,498.00</b>	<b>470,942.90</b>	<b>470,942.90</b>
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		<b>Grant Type and Number</b> 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	
AW	A/E Fees	1430		20,000.00	0.00			
AW	Dwelling Structures	1460		0.00	1,088.498.00	1,088.498.00	470,942.90	
AW	Debt Service	1501		1,068,498.00				

**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		<b>Grant Type and Number</b> 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	
Authority Wide	Jun-05			Jun-07			



## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN 43P001501-04 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2004
<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, 2005 <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	1,492,367.80	1,492,367.80	1,492,367.80	1,492,367.80
3	1408 Management Improvements	571,790.95	426,790.95	285,212.97	168,855.78
4	1410 Administration	746,766.14	746,322.40	746,062.24	626,192.99
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	614,060.49	242,449.97	182,146.56	83,598.75
8	1440 Site Acquisition				
9	1450 Site Improvement	2,056,814.00	1,920,857.50	467,160.00	167,091.34
10	1460 Dwelling Structures		670,694.00	19,654.00	19,654.00
11	1465.1 Dwelling Equipment—Nonexpendable		0.00	0.00	0.00
12	1470 Non-dwelling Structures		73,285.00	0.00	0.00
13	1475 Non-dwelling Equipment	121,411.35	146,908.53	77,447.75	69,411.85
14	1485 Demolition	1,398,000.00	281,534.58		
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	57,069.27	57,069.27	57,069.27	7,905.75
18	1498 Development Activities	403,559.00	1,403,559.00	403,559.00	131,238.52
19	1501 Collateralization or Debt Service				

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN 43P001501-04 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> 2004	
<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, 2005 <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)	<b>7,461,839.00</b>	<b>7,461,839.00</b>	<b>3,730,679.59</b>	<b>2,766,316.78</b>
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 43P001501-04 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Operations	1406		1,492,397.80	1,492,397.80	1,492,397.80	1,492,397.80	Complete
AW	Administration, Technical Salaries, Fringes	1410		679,183.90	679,183.90	679,183.90	571,541.26	In Progress
AW	CI Sundry Expense	1410		67,582.24	67,138.50	66,878.34	54,651.73	In Progress
AW	Architectural/Engineering Services	1430		614,060.49	242,449.97	182,146.56	83,598.75	In Progress
AW	Staff Improvements	1408		50,000.00	50,000.00	38,388.22	32,617.89	In Progress
AW	Resident Training	1408		53,944.52	53,944.52	50,000.00	0.00	Planned
AW	Computer Software	1408		25,025.97	33,800.97	33,800.97	25,025.97	In Progress
AW	Computer Hardware	1475		0.00	25,497.18	0.00	0.00	Planned
AW	IT Enhancements (Site Visits)	1408		242,820.46	89,045.46	29,101.84		In Progress
AW	Security Salaries	1408		200,000.00	200,000.00	133,921.94	111,211.92	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 43P001501-04 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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 Vehicles	1475		2,500.00	1,050.00	1,050.00	1,050.00	Complete
AW	Security Equipment	1475						Planned
AW	Computer Hardware	1475		14,562.88	14,562.88	14,389.66	8,013.38	In Progress
AW	Office Equipment/Furniture	1475		11,948.47	13,398.47	11,608.09	9,948.47	In Progress
AW	IT Enhancements (Hardware)	1475		50,400.00	50,400.00	50,400.00	50,400.00	In Progress
AW	Relocation	1495		57,069.27	57,069.27	57,069.27	7,905.75	Planned
TN 1-1 University Place	Redevelopment Efforts	1499			1,000,000.00			Planned
TN 1-2 Foote Homes	Nondwelling Construction	1470						Planned
TN 1-5 Dixie Homes	Site Improvements	1450		328,255.00	328,255.00	328,255.00	94,607.50	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 43P001501-04 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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 1-5 Dixie Homes	Unit Modernization & Repairs	1460						Planned
TN 1-5 Dixie Homes	Redevelopment Efforts	1499		400,000.00	400,000.00	400,000.00	128,723.52	In Progress
TN 1-5 Dixie Homes	Redevelopment Efforts- Travel/Sundry	1499		3,559.00	3,559.00	3,559.00	2,515.00	In Progress
TN 1-8 Cleaborn Homes	Unit Modernization & Repairs	1460						Planned
TN 1-8 Cleaborn Homes	Site Improvements	1450		174,205.00	174,066.50	134,205.00	67,783.84	In Progress
TN 1-8 Cleaborn Homes	Nondwelling Construction (Laundry Facilities)	1470						Planned
TN 1-8 Cleaborn Homes	Playground	1475		30,000.00	30,000.00			Planned
TN 1-13 Barry Towers	Ornamental Perimeter Fencing	1450		30,000.00				Planned

**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 43P001501-04 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
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 (Canopy)	1450						Planned
TN 1-15 Graves Manor	Demolition	1485		1,398,000.00				Planned
TN 1-18 Jefferson Square	Site Improvements	1450		4,700.00	4,700.00	4,700.00	4,700.00	Complete
TN 1-21 Montgomery Plaza	Playground	1475		12,000.00	12,000.00			Planned
TN 1-23 Borda Towers	Site Improvements (Canopy)	1450						Planned
TN 1-33 Texas Courts	Unit Modernization & Repairs	1460						Planned
TN 1-51 Askew Place	CSFH Site Improvements	1450		19,654.00				Planned

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

PHA Name: Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN 43P001501-04 Replacement Housing Factor Grant No:				<b>Federal FY of Grant: 2004</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-51 Askew Place	CSFH Site Improvements				19,654.00	19,654.00	19,654.00	Complete
AW	Security Cameras	1465						Planned
Redevelopment Efforts								
Fowler Multi-Family Homes	Site Infrastructure	1450		1,500,000.00	1,194,418.00			
	Demolition (MLGW)	1485			156,425.69			
	Office Building	1470			73,285.00			
	Construction	1460			651,040.00			
Senior Center	Site Improvements	1450			219,418.00			
	Demolition (MLGW)	1485			125,108.89			

**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		<b>Grant Type and Number</b> Capital Fund Program No: TN43P001501-04 Replacement Housing Factor No:					Federal FY of Grant: 2004	
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		
AW	Sept-06			Sep-08				
TN 1-2 Foote Homes	Sept-06			Sep-08				
TN 1-5 Dixie Homes	Sept-06			Sep-08				
TN 1-08 Cleaborn Homes	Sept-06			Sep-08				
TN 1-33 Texas Courts	Sept-06			Sep-08				



**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-04</b>		<b>Federal FY of Grant:</b> 2004	
<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, 2005 <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		1,860,187.00		
10	1460 Dwelling Structures		1,053,804.00	1,053,804.00	
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				

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

<b>PHA Name:</b> Memphis Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN43R001501-04</b>	<b>Federal FY of Grant:</b> 2004
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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, 2005  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	2,913,991.00			
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>2,913,991.00</b>	<b>2,913,991.00</b>	<b>1,053,804.00</b>	
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		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-04				Federal FY of Grant: 2004		
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	Debt Service	1501		2,913,991.00				
Fowler Multi-Family Homes	Site Improvements	1450			1,860,187.00			
Senior Center	Construction	1460			1,053,804.00	1,053,804.00		

**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		<b>Grant Type and Number</b> Capital Fund Program No: Replacement Housing Factor No: TN43R001501-04				Federal FY of Grant: 2004	
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	
Authority Wide	Sept-06			Sept-08			

## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/RHF) Part I: Summary</b>						
<b>PHA Name:</b> Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>TN 43P001501-05</b> Replacement Housing Factor Grant No			<b>Federal FY of Grant:</b> 2005	
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement</b> (revision no:    )						
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations	1,365,848.40	1,365,848.40	1,365,848.40	682,924.20	
3	1408 Management Improvements	1,050,000.00	1,050,000.00			
4	1410 Administration	682,924.20	682,924.20	653,055.04	543,236.53	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	400,000.00	385,469.40			
8	1440 Site Acquisition	20,000.00	20,000.00			
9	1450 Site Improvement	225,000.00	225,000.00			
10	1460 Dwelling Structures	850,000.00	300,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition	1,935,469.40				
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs	300,000.00	300,000.00			
18	1499 Development Activities		2,500,000.00			
19	1501 Debt Service					

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

<b>PHA Name:</b> Memphis Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>TN 43P001501-05</b> Replacement Housing Factor Grant No	<b>Federal FY of Grant:</b> 2005
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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)	<b>6,829,242.00</b>	<b>6,829,242.00</b>	<b>2,018,903.44</b>	<b>1,226,160.73</b>
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/RHF)**  
**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN 43P001501-05</b> Replacement Housing Factor Grant No			Federal FY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Operations	1406		1,365,848.40	1,365,848.40	1,365,848.40	682,924.20	In Progress
AW	Administration, Technical Salaries & Fringes	1410		652,924.20	652,924.20	652,924.20	543,105.69	In Progress
AW	CI Sundry Expenses	1410		30,000.00	30,000.00	130.84	130.84	In Progress
AW	Staff Training	1408		50,000.00	50,000.00			Planned
AW	Resident Training	1408		50,000.00	50,000.00			Planned
AW	Security Salary/Fringes	1408		950,000.00	950,000.00			Planned
AW	A & E Fees & Costs	1430		400,000.00	385,469.40			Planned
AW	Real Estate Appraisals	1440		20,000.00	20,000.00			Planned
AW	Relocation	1495		300,000.00	300,000.00			Planned

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

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: <b>TN 43P001501-05</b> Replacement Housing Factor Grant No			Federal FY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-1 University Place (Formerly Lamar Terrace)	Redevelopment Efforts	1499		0.00	2,500.00			Planned
TN 1-8 Cleaborn Homes	Unit Modernization & Repairs	1460		200,000.00	200,000.00			Planned
TN 1-9 Dixie Homes	Temporary Fencing	1450		25,000.00	25,000.00			Planned
TN 1-9 Dixie Homes	Demolition	1485		1,935,469.40	0.00			
TN 1-13 Barry Towers	Exterior Abatement	1460		100,000.00	100,000.00			Planned
TN 1-14 Venson Center	Renovations/Repairs	1460		550,000.00	0.00			
TN 1-21 Montgomery Plaza	Landscaping	1450		200,000.00	200,000.00			Planned



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

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: <b>TN43P001501-05</b> Replacement Housing Factor No:				Federal FY of Grant: 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TN 1-08 Cleaborn Homes	Aug-07			Aug-09			
TN 1-9 Dixie Homes	Aug-07			Aug-09			
TN 1-13 Barry Towers	Aug-07			Aug-09			
TN 1-14 Venson Center	Aug-07			Aug-09			
TN 1-21 Montgomery Plaza	Aug-07			Aug-09			

## CAPITAL FUND PROGRAM TABLES START HERE

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/RHF) Part I: Summary</b>					
<b>PHA Name:</b> Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No Replacement Housing Factor Grant No: <b>TN 43R001501-05</b>			<b>Federal FY of Grant:</b> 2005
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement</b> (revision no:    ) <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
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		3,299,518.00	3,077,728.00	
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				
19	1501 Debt Service	3,299,518.00			

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

<b>PHA Name:</b> Memphis Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No Replacement Housing Factor Grant No: <b>TN 43R001501-05</b>	<b>Federal FY of Grant:</b> 2005
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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)	<b>3,299,518.00</b>	<b>3,299,518.00</b>	<b>3,077,728.00</b>	
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/RHF)**  
**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>TN 43R001501-05</b>				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Debt Service	1502		3,299,518.00				
	Senior Center Construction	1460			3,299,518.00	3,077,728.00		

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

PHA Name: Memphis Housing Authority		<b>Grant Type and Number</b> Capital Fund Program No Replacement Housing Factor No: <b>TN43R001501-05</b>				Federal FY of Grant: 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
AW	Aug-07			Aug-09			

# Capital Fund Program Five-Year Action Plan

## Part I : Summary

PHA Name: Memphis Housing Authority				Original 5-Year Plan Revision No:
Development member/Name/HA-Wi	Year 1	Work Statement for Year 2 FFY Grant: 2006 PHA FY:	Work Statement for Year 3 FFY Grant: 2007 PHA FY:	Work Statement for Year 4 FFY Grant: 2008 PHA FY:
	Annual Statement			
TN 1-2 Foote Homes				
TN 1-5 Dixie Homes		10,000.00		
TN 1-8 Cleaborn Homes		855,795.00		
TN 1-14 Venson Center			1,166,591.00	3,268,248.00
TN 1-23 Borda Towers				
TN 1-51 CSFH		1,556,269.00	808,566.00	
CFP Funds Listed for 5 Year Planning		7,461,839.00	7,461,839.00	7,461,839.00

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

Activities for Year 1	Activities for Year :_2___ FFY Grant: 2006 PHA FY:			Activities for Year :_2___ FFY Grant: 2006 PHA FY:	
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories
See	TN 1-5 Dixie Homes	Temporary Fencing	10,000.00	TN 1-14 Venson Center	Unit Modernization/Repairs
Statement	TN 1-8 Cleaborn	Nondwelling Construction (Laundry)	855,795.00	TN 1-51 CSFH	New Construction
	TN 1-51 CSFH	New Construction	1,556,269.00	AW	Operations
	AW	Operations	746,184.00	AW	Staff Training
	AW	Staff Training	50,000.00	AW	Resident Training
	AW	Resident Training	50,000.00	AW	Security Salaries
	AW	Computer Software	25,000.00	AW	Security Uniforms
	AW	Security Uniforms	5,000.00	AW	Administration
	AW	Administration	746,184.00	AW	CI Sundry Expenses
	AW	Computer Hardware	25,000.00	AW	A&E Fees
	AW	CI Sundry Expenses	30,000.00	AW	Real Estate Appraisals
	AW	A & E Fees & Costs	500,000.00	AW	Relocation
	AW	Relocation	400,000.00	AW	Debt Services (incl. RHF)
	AW	Debt Services (incl. RHF)	5,376,398.00		

## Part II: Supporting Pages—Work Activities

Activities for Year :__4__ FFY Grant: 2008 PHA FY:			Activities for Year: _5_ FFY Grant: 2009 PHA FY:		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	
TN 1-14 Venson Center	Unit Modernization & Repairs	3,268,248.00	TN 1-2 Foote Homes	NonDwelling Construction (Laundry)	
AW	Staff Training	50,000.00	TN 1-8 Cleaborn Homes	NonDwelling Construction (Laundry)	
AW	Resident Training	50,000.00	TN 1-14 Venson Center	Unit Modernization & Repairs	
AW	Computer Software	25,000.00	TN 1-23 Borda Towers	Unit Modernization & Repairs	
AW	Security-Uniforms	5,000.00	AW	Staff Training	
AW	Computer Hardware	25,000.00	AW	Resident Training	
AW	Administration	746,184.00	AW	Security Salaries	
AW	CI Sundry Expenses	30,000.00	AW	Administration	
AW	A&E Fees	500,000.00	AW	CI Sundry Expenses	
AW	Relocation	300,000.00	AW	Security Uniforms	
AW	Debt Service (incl. RHF)	5,376,398.00	AW	A&E Fees	
			AW	Real Estate Appraisals	
			AW	Relocation	
			AW	Debt Service (incl. RHF)	



# **MEMPHIS HOUSING AUTHORITY**

## **PET POLICY**

**TABLE OF CONTENTS PET POLICY**

**I Implementation and Grand-Fathering of Pets.....1**

**II Security Deposit Pet Permit .....1**

**III Damages .....2**

**IV Development/Site Compliance .....2**

**V Definition of Pet.....3**

**VI Pet Application Registration.....3**

**VII Pet Management Plan.....5**

**VIII Inspection of Apartment.....7**

**IX Revocation of Pet Permit.....7**

**X Death of Pet .....9**

**XI Vacating Resident Owner.....9**

**XII Incorporation into Lease .....9**

**XIII Grievance Hearing.....9**

**ATTACHMENTS:**

**Schedule A .....10**

**Schedule B.....11**

**Pet Emergency Care Plan .....13**

**Pet Rider .....14**

## 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.

10. The Resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold the Authority and employees harmless of any liability in connection with the Pet Emergency Care Plan.
11. The Resident agrees to pay for any and all costs for the care of the pet care facility, if it becomes necessary, in the event of an emergency.
12. The Resident agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
13. The Resident agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minutes notice.
14. The Resident agrees to dispose of pet waste and kitty litter by placing said bags in the trash chutes, daily, which are located on the first floor of the High-rises buildings and in the garbage dumpsters provided by the Authority in the low rise development.
15. Failure to Comply with Pet Policy. The Tenant agrees to comply with the rules of the Authority's Pet Policy. Any violation of the rules of the Authority Pet Policy may be grounds for removal of the pet or termination of the pet owner's tenancy, or both, in accordance with the provisions of 24 CFR part 942, governing pet ownership in public housing, 24 CFR part 966, governing lease and grievance procedures, Tennessee State Law and local law.

As a condition of my application for the Pet permit on \_\_\_\_\_, I \_\_\_\_\_, understand and agree to the terms and conditions of the Pet Policy.

\_\_\_\_\_  
Resident (Head of Household)

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

\_\_\_\_\_  
Resident (age 18 years older or older)

\_\_\_\_\_  
Date

Description of Pet: \_\_\_\_\_

Memphis Housing Authority

By: \_\_\_\_\_  
Manager

**PET EMERGENCY CARE PLAN**

**Resident Name:** \_\_\_\_\_

**Resident Address:** \_\_\_\_\_

**Phone # (day):** \_\_\_\_\_

**Phone # (evening):** \_\_\_\_\_

**Pet Name:** \_\_\_\_\_

**Breed/type:** \_\_\_\_\_

**Pet Permit Number:** \_\_\_\_\_

List two alternate caretakers who will assume immediate responsibility for the care of the pet should the owner become handicapped, disabled or otherwise unable to care for the pet. These caretakers must sign this pet emergency care plan.

1. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Telephone #:** \_\_\_\_\_  
**Evening Telephone #:** \_\_\_\_\_

2. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Telephone #:** \_\_\_\_\_  
**Evening Telephone #:** \_\_\_\_\_

\_\_\_\_\_  
**Resident (print)**

\_\_\_\_\_  
**Resident (signature)**

\_\_\_\_\_  
**Caretaker 1 (print)**

\_\_\_\_\_  
**Caretaker 1 (signature)**

\_\_\_\_\_  
**Caretaker 2 (print)**

\_\_\_\_\_  
**Caretaker 2 (signature)**

**This form must be returned to the Memphis Housing Authority within ten (10) business days from the date of the issuance of the pet permit.**

**PET RIDER**

This pet rider to the lease between \_\_\_\_\_ and \_\_\_\_\_  
(Resident) (Authority)

is made a part of the lease entered between parties on \_\_\_\_\_  
(Date)

1. Both parties have read, agreed to and signed the attached pet guidelines in effect for complex.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it as provided in said guidelines.
3. In accordance with the Pet Guidelines, the resident will provide the name, address and telephone number, in the spaces provided below, of all pet caretakers who, by signing this form, will assume responsibility for the pet should the resident become unable to care for the pet, including any damages or medical expenses. The resident will also provide the name, address and telephone number of the veterinarian responsible for the pet's health care.

**PET CARETAKER #1**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

**PET CARETAKER #2**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

VETERINARIAN: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

---

Resident Signature

Date

**Memphis Housing Authority**

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



# **MEMPHIS HOUSING AUTHORITY**

## **PET POLICY**

**TABLE OF CONTENTS PET POLICY**

**I Implementation and Grand-Fathering of Pets.....1**

**II Security Deposit Pet Permit .....1**

**III Damages .....2**

**IV Development/Site Compliance .....2**

**V Definition of Pet.....3**

**VI Pet Application Registration.....3**

**VII Pet Management Plan.....5**

**VIII Inspection of Apartment.....7**

**IX Revocation of Pet Permit.....7**

**X Death of Pet .....9**

**XI Vacating Resident Owner.....9**

**XII Incorporation into Lease .....9**

**XIII Grievance Hearing.....9**

**ATTACHMENTS:**

**Schedule A .....10**

**Schedule B.....11**

**Pet Emergency Care Plan .....13**

**Pet Rider .....14**

## 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.

10. The Resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold the Authority and employees harmless of any liability in connection with the Pet Emergency Care Plan.
11. The Resident agrees to pay for any and all costs for the care of the pet care facility, if it becomes necessary, in the event of an emergency.
12. The Resident agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
13. The Resident agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minutes notice.
14. The Resident agrees to dispose of pet waste and kitty litter by placing said bags in the trash chutes, daily, which are located on the first floor of the High-rises buildings and in the garbage dumpsters provided by the Authority in the low rise development.
15. Failure to Comply with Pet Policy. The Tenant agrees to comply with the rules of the Authority's Pet Policy. Any violation of the rules of the Authority Pet Policy may be grounds for removal of the pet or termination of the pet owner's tenancy, or both, in accordance with the provisions of 24 CFR part 942, governing pet ownership in public housing, 24 CFR part 966, governing lease and grievance procedures, Tennessee State Law and local law.

As a condition of my application for the Pet permit on \_\_\_\_\_, I \_\_\_\_\_, understand and agree to the terms and conditions of the Pet Policy.

\_\_\_\_\_  
Resident (Head of Household)

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

\_\_\_\_\_  
Resident (age 18 years older or older)

\_\_\_\_\_  
Date

Description of Pet: \_\_\_\_\_

Memphis Housing Authority

By: \_\_\_\_\_  
Manager

**PET EMERGENCY CARE PLAN**

**Resident Name:** \_\_\_\_\_

**Resident Address:** \_\_\_\_\_

**Phone # (day):** \_\_\_\_\_

**Phone # (evening):** \_\_\_\_\_

**Pet Name:** \_\_\_\_\_

**Breed/type:** \_\_\_\_\_

**Pet Permit Number:** \_\_\_\_\_

List two alternate caretakers who will assume immediate responsibility for the care of the pet should the owner become handicapped, disabled or otherwise unable to care for the pet. These caretakers must sign this pet emergency care plan.

1. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Telephone #:** \_\_\_\_\_  
**Evening Telephone #:** \_\_\_\_\_

2. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Telephone #:** \_\_\_\_\_  
**Evening Telephone #:** \_\_\_\_\_

\_\_\_\_\_  
**Resident (print)**

\_\_\_\_\_  
**Resident (signature)**

\_\_\_\_\_  
**Caretaker 1 (print)**

\_\_\_\_\_  
**Caretaker 1 (signature)**

\_\_\_\_\_  
**Caretaker 2 (print)**

\_\_\_\_\_  
**Caretaker 2 (signature)**

**This form must be returned to the Memphis Housing Authority within ten (10) business days from the date of the issuance of the pet permit.**

**PET RIDER**

This pet rider to the lease between \_\_\_\_\_ and \_\_\_\_\_  
(Resident) (Authority)

is made a part of the lease entered between parties on \_\_\_\_\_  
(Date)

1. Both parties have read, agreed to and signed the attached pet guidelines in effect for complex.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it as provided in said guidelines.
3. In accordance with the Pet Guidelines, the resident will provide the name, address and telephone number, in the spaces provided below, of all pet caretakers who, by signing this form, will assume responsibility for the pet should the resident become unable to care for the pet, including any damages or medical expenses. The resident will also provide the name, address and telephone number of the veterinarian responsible for the pet's health care.

**PET CARETAKER #1**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

**PET CARETAKER #2**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

VETERINARIAN: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

---

Resident Signature

Date

**Memphis Housing Authority**

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



# TABLE OF CONTENTS

	<u>Page No.</u>
Introduction.....	2
I. Statement of Program.....	2
II. Qualification for Home Ownership Assistance.....	3-4
A. Homeownership Selection Process.....	4-5
B. Income and Employment Eligibility.....	5
C. Participant’s Contribution.....	5
D. Homeownership Counseling.....	6
E. SHAPE Program.....	6
F. Preparatory Programs.....	6-7
G. MHA Homeownership Preparatory Program.....	7
H. Family Self-Sufficiency Program .....	7
I. RISE Foundation .....	8
J. Subsidy Standards Requirements.....	8
K. Eligible Properties.....	9
L. Purchase Requirement.....	9
M. Sales Contract.....	8-9
N. Home Inspection.....	9
O. Sale of Home.....	9-10
P. Financing.....	10
Q. Computation of Housing Assistance Payment.....	11-12



Section 8 Statement of Homeownership

R.	Homeownership Expense.....	12
S.	Maximum Term of Homeownership Assistance Payment.....	12-13
T.	Portability.....	13
U.	Resale Provisions.....	14
V.	Terms and Condition for Ownership.....	14-15
W.	Family Obligation.....	15-16
X.	Denial and Terminations.....	16-18
Y.	Mortgage Default.....	18-19
Z.	Administrative Fees.....	19
AA.	Fair Housing and Nondiscrimination Policy.....	19
BB.	Drug-Free Housing.....	19-20
CC.	Monitoring Program Performance.....	20
APPENDIX A.....		21
i.	Statement of Homeowner Obligation.....	22-24
APPENDIX B.....		25
ii.	SHAPE Flowchart.....	26
APPENDIX C.....		27
iii	Memorandum Of Understanding	
b	RISE Foundation.....	31-
33		
c	Memphis Housing Resource Center.....	34-36
APPENDIX D.....		37
iv.	Borrower’s Brochures.....	38
v.	Lender’s Package.....	39-49
APPENDIX E.....		50



## **INTRODUCTION**

The Memphis Housing Authority has developed this administrative plan in accordance with the Final Rule published in the Federal Register on September 12, 2000. The final rule was authorized by Section 8(y) of the United States Housing Act of 1937, as amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998. The following “Home Ownership Option” provides tenant-based assistance to an eligible family for the purpose of purchasing and occupying a home.

The MHA Board, upon recommendation from MHA staff, will have responsibility for approving any appropriate changes to the Program. MHA will be responsible for complying with all subsequent changes in HUD regulations pertaining to this Program. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Program Plan are based on the September 12, 2000 final rule and October 18, 2002 revision. If there are conflicts between this Plan and language in an owner’s Housing Assistance Payments contract, the language in the contract will prevail.

## **STATEMENT OF PROGRAM APPROACH**

The purpose of this Administrative Plan is to offer qualifying families the option of homeownership through the new Section 8 Homeownership Assistance Program (SHAPE). The mission of this program is to provide homeownership possibilities through a system grounded upon self-sufficiency, training, counseling and support. As a result, the program will empower people by virtue of becoming new homeowners, foster community pride, and create economic growth while minimizing mortgage defaults.

The Memphis Housing Authority is providing homeownership opportunities through Section 8 rental assistance vouchers. Vouchers may be used to assist you in purchasing an existing single-family home or a home under construction. The Section 8 Homeownership Assistance Program (SHAPE) is available to help participating families transition into homeowners. Qualified individuals can purchase a home and receive a mortgage subsidy for up to 15 years on a 30-year mortgage.

To qualify for assistance under the SHAPE, a family must meet the general requirements for admission to the section 8 tenant-based voucher program and additional special requirements for homeownership assistance. The criteria for determining the amount of the section 8 vouchers are the difference between 30 percent of a household’s income and their total mortgage payment. The housing assistance payment (HAP) combined with income, equals the total mortgage payment which includes principal, interest, taxes and insurance (PITI) made by the household. Although, the homeownership program is open to Section 8 participants, not every Section 8 tenant-based family may be eligible for homeownership assistance.



**Qualification for Home Ownership Assistance:**

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

- a. Be a Section 8 Voucher holder who is eligible to move.
  - b. Employed for a minimum of one year and work at least 30 hours per week (employment history requirement is not applicable to elderly and disabled families)
  - c. Have a minimum yearly income of \$14,100
  - d. Complete a certified home-ownership counseling program
  - e. First Time Homebuyer or have not owned a home in the past three years
  - f. Enrolled or completed a MHA approved Preparatory Program or have established an Individual Development Account under the auspices of the RISE Foundation. The guidance of these programs will assist the eligible applicant to become mortgage ready.
1. A family must meet the general requirements for admission to the Section 8 tenant-based voucher program (§982.627).
  2. A family must satisfy the minimum income requirements (§982.627c). The family must demonstrate sufficient income to meet a minimum income standard, which is intended to assure that a family will have sufficient income to pay a mortgage and other family expenses not covered by the HAP.
  3. A family satisfies the employment requirements (§982.627d). The family must be able to demonstrate, at the time that the family initially receives home ownership assistance, that one or more adult members of the family have achieved employment for a one year time period as required by HUD’s guidelines. The family must demonstrate that one or more adult members who will own the home is currently employed on a full-time basis (not less than an average of 30 hours per week) and has been continuously employed during the year before commencement of home ownership assistance. Public Housing Relocation participants within HOPE VI must satisfy this requirement as well. Employment history is not applicable to elderly or disabled families.
  4. The family member who will be responsible for the mortgage must attend and satisfactorily complete a pre-assistance home ownership and housing counseling program required by MHA before commencement to homeownership assistance (§982.630).
  5. The family must be a first-time homebuyer or have not owned a home within the last three years (§982.627b). To qualify as a “first-time home owner” the assisted family may not include any person who owned a “present ownership interest” in the residence of any family member in the last three years, and neither the head of household or spouse has defaulted on a mortgage obtained through the home ownership option. (Example: a possible exemption from the first-time home ownership eligibility requirement is a divorced spouse who does not



Section 8 Statement of Homeownership

currently own a home but had joint ownership of a home with their ex-spouse in the last three years.)

6. The prospective purchaser must be low or very low income (as defined by HUD based upon family size) at the time the household initially occupies the property. (Gross Annual Income equals total monthly income, received monthly by each adult member of the household multiplied by twelve (before taxes and other deductions). This includes all wages, social security payments, unemployment benefits, interest and dividends payments, child support, and rent royalties. Welfare assistance may not be included.
7. Head of Household or spouse must be enrolled or have completed a MHA approved Preparatory Programs or RISE Foundation Save Up Program for the home ownership option. The enrollment is waived for public housing residents who are relocating due to HOPE VI projects and if they are or have paid monthly rent exceeding \$600.

**HOMEOWNERSHIP SELECTION PROCESS:**

Application will be selected in accordance with Federal Regulations as published by the U.S. Department of Housing and Urban Development. Procedures will be as follows:

- A. Eligible Parties:
  1. MHA resident who is lease-compliant and is relocated from public housing as a result of dislocation due to demolition or redevelopment of their unit, and who selects SHAPE as their permanent or temporary housing choice in their initial right of return re-certification.
  2. Present Section 8 voucher holders that have been within the Section 8 Program for least one year.
  3. All home ownership applications will be accepted for consideration during open enrollment.
- B. A preliminary review of the application will be made to determine whether:
  1. The application is complete;
  2. Credit references and rental history have been provided; and,
    1. The applicant satisfies HUD requirements of eligibility.
      - a. Only U.S. citizens and non-citizens with eligible immigration status are eligible for homeownership assistance from HUD.
      - b. The applicant's gross annual income as defined by HUD may not exceed the median income limit as published by HUD. The applicant must be willing and able to pay their portion of the housing expenses, calculated under the Section 8 guidelines.



- c. All household sizes are eligible, provided the household size does not exceed the maximum family composition as shown in Subsidy Standards and Eligible Property Section. The unit must be the family's primary residence.
- C. Selection criteria is based up on, but not limited to, the participant's ability to provide the following:
- a. Demonstrated ability to make timely payments, reflective of history of timely rental, utilities, telephone payments, etc;
  - b. Verification from two prior landlords showing a history of properly maintaining the unit;
  - c. Verification on prior subsidized housing history, concerning, but not limited to, tenancy termination for fraud, non-payment and/or a failure to cooperate with re-certification procedures;
  - d. Good credit references;
  - e. Demonstrated ability to maintain present housing in clean, safe and sanitary condition;
  - f. Family size appropriate for available housing;
  - g. Birth certificates, social security numbers and other legal documentation as requested;
  - h. Be able to pass criminal background record check; and
  - i. Be able to pass verification of any illegal drug usage and/or activity by any household members.

**INCOME AND EMPLOYMENT ELIGIBILITY**

*Final Rule (§982.627c & d)*

For the SHAPE Program, at the time of admission, a family must have on annual income of \$10,300. The participant must have been continuously employed for a minimum of one year. However, the eligible participant must also meet the income and employment requirements established by the lender for a first mortgage loan. The participant must remain employed during the term of homeownership assistance. If employment termination should occur, the participant will receive assistance in searching for new employment through MHA Resident Employment Training Center or any Workforce Development Center. Employment history is not applicable to elderly or disabled families.

Public assistance income cannot be used to determine the family's minimum income to qualify for home ownership assistance. Public assistance is counted for other program purposes such as income eligibility for the voucher program. However, public assistance income of an elderly family (62 years plus) or disabled family (a family whose head or spouse is elderly or disabled) will count in determining whether the elderly or disabled family has the minimum income to qualify for home ownership assistance. This public assistance only applies to families that satisfy the statutory definition of elderly or disabled family. Public assistance does not apply in the case of a family that includes a disabled person other than the head of household or spouse.

**PARTICIPANT'S CONTRIBUTION**

*Final Rule (§982.625d)*



Participants are required to make a minimum downpayment of three (3%) percent. At least one (1%) percent of the downpayment must come from personal savings. The balance of the downpayment may be advanced from the FSS escrow account, gift, or other sources such as City of Memphis, HCD Division, Down Payment Assistance Program, Tennessee Housing Development Agency Program and non-profit organizations.

**HOMEOWNERSHIP COUNSELING**

*Final Rule (§982.630)*

The program participant must participate and satisfactorily complete MHA’s required pre-assistance homeownership and housing counseling program. This program may consist of a one-on-one session or a classroom style approach with potential homebuyers. The participants will be referred to a HUD-approved housing counseling agency. The housing counseling agency will be required to provide a minimum of 8-10 hours of homebuyer education and training and homebuyer pre-qualification to all program participants. The pre-assistance counseling program will cover the following subjects:

- Home maintenance (including care of grounds)
- Budgeting and money management
- Credit Counseling
- How to obtain home ownership financing and loan pre-approvals
- How to find a home and negotiate the sale price
- Information on Fair Housing
- Counseling will be adapted to family’s needs

On-going counseling will be extended at the discretion of MHA based on individual family circumstances. In the event of mortgage payment delinquency, the counseling agency will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant, the MHA Family Self-Sufficiency Client Services Representative and/or MHA Homeownership Program Coordinator.

**SHAPE PROGRAM**

The SHAPE Program will accept participants from any MHA pre-approved Homeownership Program. The programs outlined below are preparatory programs which are designed to provide various levels of supports to families who are interested in homeownership.

The SHAPE Program is a fast track program which is designed for families who meet all eligibility criteria and have resolved any potential credit issues. Once a family is referred to the SHAPE Program., they will be required to complete all required homeownership classes within ninety days, select a mortgage lender and begin the pre-qualification process. Once the family has provided evidence that they have complete all homeownership classes and have been pre-qualified by a lender, MHA will issue the family a homeownership voucher. The family should identify a home to purchase within sixty days of the issuance of the homeownership vouchers. Extension may be granted on a case-by case basis.

**PREPARATORY PROGRAMS**



In order to participate in the Section 8 Homeownership Program, the Head of Household or spouse must be actively participating or have successfully completed an approved Homeownership Preparatory Program. The programs identified below satisfy the requirement:

### **MHA HOMEOWNERSHIP PREPARATORY PROGRAM**

The MHA Homeownership Preparatory Program is designed to work with families who meet the income and job requirements but cannot yet be referred to the SHAPE Program due to credit issues. The program will provide support and educational opportunities for families who want to identify their credit problems, learn how to resolve the issues and work on formulating a plan for achieving homeownership. The program will offer both internal case management and external expert advice on credit and homeownership issues. This program is a self-driven program. Participants is responsible for the initiation and implementation all activities in order to accomplish the homeownership goal.. The length of time that each family may participate in this program will depend on their individual financial and credit situation.

### **FAMILY SELF-SUFFICIENCY PROGRAM**

The Memphis Housing Authority offers a Family Sufficiency Program for Public Housing and Section 8 families. The goal of the FSS program is to assist families in achieving financial independence from all government assistance. Although families in the FSS do not have to elect homeownership as a goal, it is strongly encouraged. The FSS Program offers a variety of supportive services tailored to families who need additional support in areas such as credit repair and money management. Additionally, FSS families have the opportunity to accumulate savings in an FSS escrow account that can be used to cover costs associated with purchasing a home including but not limited to closing and down payment costs.

A family may participate in the FSS and SHAPE program simultaneously. However, an FSS family will not be referred to the SHAPE Program until they have met all applicable criteria and have cleared up any credit issues that would present a barrier to achieving homeownership.

Participants in the Family Self-Sufficiency (FSS) may enroll in the SHAPE Program. Homeownership classes can be used as a goal or activity in their individual plan that will educate them in homebuyer's education, credit assessment and counseling programs... During monitoring meetings, the FSS Client Services Representative will discuss any issues regarding homeownership, ascertain home repair needs and status of payment and savings goals, etc.

Funds from a participant's Family Self-Sufficiency escrow account may be used for down payment assistance and/or home maintenance and improvement purposes . However, a participant must meet the criteria established by MHA. All requests will be examined on a case by case basis.

### **RISE FOUNDATION AND SAVE UP INDIVIDUAL DEVELOPMENT ACCOUNT INITIATIVE**





Section 8 Statement of Homeownership

The RISE Foundation is a non-profit corporation. Its mission is to assist Memphis public housing residents in reaching financial self-sufficiency (including Section 8 voucher holders). The Foundation sponsors Save Up, an individual development account initiative for employed residents. Resident participants enrolled in the program attend economic literacy training, open special savings accounts and save \$25 to \$75 per month. RISE matches participants’ savings 2-to-1 up to a combined maximum total of \$5,000. The Foundation partners with agencies that provide credit counseling and asset-specific training. Participants enrolled in the RISE Foundation Save UP program must maintain an Individual Development Account for a period of not less than six months..

**SUBSIDY STANDARDS REQUIREMENTS:** *Final Rule (§982.402 and 982.503)*

Families may choose to purchase a larger or smaller home as long as the Housing Quality Standards requirements are met. The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. The following standards are used for the appropriate bedroom size for the homeownership assistance program:

Number of Bedrooms	Number of Persons	
	<u>Min</u>	<u>Max</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

The subsidy standards are based on the Fair Market Rents (FMR) published annually by the U.S. Department of Housing and Urban Development. The “Payment Standard” reflects the cost of leasing a unit in the Shelby County area. Thirty (30%) percent of the family’s monthly adjusted income may not equal or exceed the payment standard for the unit size the family has been assigned.

A live-in aide may be permitted, if needed, for a person with disabilities.

*NOTE: Payment standard is subject to change annually.*

**ELIGIBLE PROPERTIES:** *Final Rule (§982.628)*

Eligible properties will include existing or newly constructed, single family residences, town homes, zero lot line homes and condominiums located within Memphis Housing Authority’s jurisdiction. The purchased property must be used as the principal residence and:

- a. . A Homebuyer must keep the purchased property as the principal residence and may not, at any time, lease the purchased property. Language to this effect will be incorporated into all Section 8 Homeownership documentation;



Section 8 Statement of Homeownership

- b. The seller of the home has not been debarred, suspended, or subject to a limited denial of participation under CFR 24

The purchased property will require inspection by MHA for Housing Quality Standards and by an independent Home Inspector selected by the family. Any repairs noted by either inspector must be reviewed and accepted by the MHA and the purchaser. MHA and the purchaser must conduct the final walk-thru before closing. Annual Housing Quality Standards inspections will not be conducted.

**PURCHASE REQUIREMENT**

*Final Rule (§982.629)*

A participant has 180 days from the date of issuance of a Homeownership Eligibility Voucher to locate a home and to execute a contract of sale with the seller. Furthermore, the family must close on the home within a reasonable time, as determined by the MHA. The family will be required to report periodically to the Authority on their progress in locating and purchasing a home.

If the family is unable to purchase a home within the maximum time established by this administrative plan, MHA may issue the family a voucher to lease a rental unit.

**SALES CONTRACT**

*Final Rule (§982.631c)*

The participant must enter a sales contract with the seller and provide a copy to MHA. The sales contract must specify:

- a. The purchase price and other terms of sale by the seller to the purchaser.
- b. That the participant will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector and MHA.
- c. That the participant is not obligated to purchase the unit unless the inspection is satisfactory.
- d. That the participant is not obligated to pay for any necessary repairs.
- e. That the purchase price is subject to an independent real estate appraisal.
- f. That the participant shall have not less than thirty (30) days to secure financing.
- g. That the seller is not debarred, suspended, or subject to a limited denial of participation under CFR 24.

The sales contract should include language consistent with the standard Tennessee residential sales contract. The participant should obtain (but is not obligated) legal counsel to review the contract.

**HOME INSPECTION**

*Final Rule (§982.631)*

Upon receipt of an executed sales contract, MHA shall arrange and conduct a Housing Quality Standard (HQS) Inspection as established in 24 CFR 982.401. MHA will conduct the HQS Inspection within 3 to 5 business days from the date of the request by the participant.

The participant must also secure an approved independent, bonded home inspector to perform a visual inspection and produce a written report on the condition of the property. The purpose of this inspection is to determine major defects requiring repairs by the current owner before the property is



Section 8 Statement of Homeownership

approved for purchase. The independent inspection and report must cover major building systems and components, including foundation and structure, housing interior and exterior, roofing, plumbing, electrical, and heating systems. The independent inspector must provide a copy of the inspection report both to the family and to MHA.

The participant cannot select a MHA employee or contractor, or any other person under the control of MHA to perform the inspection. However, the independent inspector must meet the qualification standards established by MHA.

After completion of the HQS and independent home inspections, MHA will review the written inspection report and issue a letter qualifying or disqualifying the home. Any repairs deemed necessary by the HQS inspector must be completed before closing on the mortgage at the seller’s expense. Repair costs for major items estimated to be over \$1500 will result in a failed HQS inspection and disqualification of the home for assistance under the homeownership option. MHA will not commence homeownership assistance until the property has been inspected and has passed HQS.

Existing and newly constructed homes must be inspected before the closing on the purchase. The sales contract must clearly indicate that execution of the purchase agreement with the seller shall be subject to final inspection and approval of MHA.

**SALE OF HOME**

MHA will not impose or enforce any requirement for the recapture of voucher homeownership assistance on the sale or refinancing of the home purchased under the SHAPE Program. A participant may purchase another home with homeownership assistance; provided, there is no ownership interest in any property or mortgage loan default and it is the participant’s primary home.

Most of the homeownership requirements applicable to the first home purchase remain applicable to subsequent purchases. MHA will determine if further counseling is necessary as well as determining the acceptability of the financing. The family does not have to meet the first homebuyer requirement is the only exception. The established time of fifteen (15) years applies to the cumulative time the family receives homeownership assistance.

**FINANCING**

*Final Rule (§982.632)*

MHA is working to establish partnerships with local lenders to create a source for mortgage financing for program participants. At least four lending institutions have been identified for this purpose. MHA is attentive to abusive and predatory lending practices and seeks to maximize the opportunity for homeownership for Section 8 participants by using conforming conventional lending as well as federal insured and state bond financing when appropriate.

The Down Payment Assistance Department of Housing and Community Development will review all mortgage packages to ensure compliance with program guidelines and to identify down payment and closing costs assistance necessary to complete the transaction.



The Housing Counseling Centers will play significant role in credit counseling and credit record reconciliation to prepare participants for mortgage-readiness.

MHA reserves the right to review lender qualifications, loan terms and fees before closing on a loan and authorizing homeownership assistance. Additionally, MHA may disapprove proposed, refinancing or other debt if it is determined that the debt is not affordable or that either the lender or the loan terms do not meet MHA qualifications. In making this determination, MHA may take into account other family expenses, such as childcare, non-reimbursed medical expenses, homeownership expenses, and other family expenses as determined by MHA.

First mortgage lenders are not allowed to charge fees that exceed 1% of market interest rates and/or discounts points applicable to comparable products the lender offers. Owner financing is not permitted unless the seller is a non-profit organization approved by MHA.

MHA will provide a participating lender's list; however, all participants must secure their own financing. Only 30 year, fixed rate, level payment, fully amortizing loans are eligible for use in the program. Participants may not secure adjustable rate mortgages nor mortgages with balloon payments.

Qualifying income will consist of a combination of the participant's Housing Assistance Payment (HAP) paid by MHA and the participant's earned income. The maximum purchase price will be based on mortgage affordability using 29% housing to income and 40% debt to income qualifying ratios and use of any down payment funds secured by the participant.

Currently, the Federal National Mortgage Association (Fannie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac) have developed guidelines for approved seller/servicer lenders to follow when originating and delivering Section 8 Homeownership loans to them for purchase. The terms and conditions of the programs are available for approved seller/servicer lenders to add to existing commitments with either or both investors upon request.

**COMPUTATION OF HOUSING ASSISTANCE PAYMENT** *Final Rule (§982.635)*

MHA will calculate the HAP by using the definitions of annual income and adjustments as defined in 24 CFR Part 5 as the lesser of:

- a. The payment standard minus the total tenant payment
- b. The family's monthly homeownership expense minus total tenant payment

The payment standard for a family is the lower of the payment standard for the family unit size or the payment standard for the size of the home (*Section G. Subsidy Standards Requirements*). If the property is located in an exception payment standard area, MHA must use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of the payment standard at the commencement of homeownership assistance for occupancy of the home or the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.



Section 8 Statement of Homeownership

MHA must use the same payment standards schedule, amounts, and subsidy standards for the homeownership option as for the rental voucher program.

**Example:**

**Calculation I**

Applicable Payment Standard	\$753	(3 bedroom)
<i>(Use the lower payment standard of the actual unit size or voucher size)</i>		
Less Total Tenant Payment	<u>\$258</u>	(30% of Minimum monthly income)
MHA subsidy amount (HAP)	\$495	

**Calculation II**

*The following calculation is computed if the monthly mortgage payment exceeds the payment standard.*

<i>Total Housing Expenses</i>		
Mortgage (P&I)	\$488	(maximum sale price of \$70,000)
Taxes	\$50	
Insurance	\$50	
Maintenance Reserve	\$75	(calculated \$.14 per square footage)
Utility Allowance	<u>\$135</u>	(based on the actual size of the unit)
Total	\$795	
Less Total Tenant Payment	<u>\$258</u>	
MHA Subsidy amount (HAP)	\$540	

*The MHA subsidy amount (HAP) is the lesser of calculation I and II. The homebuyer's portion is \$308 and MHA's portion is \$495.*

Upon the participant securing an approval for a mortgage, MHA will forward evidence of the Homeownership Option Voucher to the Lender. After loan closing, the mortgage assistance check will be written to the mortgage company, in care of the participating family. MHA shall mail the payment directly to the homeowner on the first of each month. The homeowner will be responsible for mailing their portion and the Housing Authority's portion to the mortgage company. The two payments, when combined, should equal the entire amount of the mortgage payment due for the month. It is the homeowner's responsibility to ensure that the payments are mailed together. Lender's will not accept partial payments. Late payments will be the responsibility of the homeowner.

The participant must notify MHA of any and all late payments within 10 days of payment delinquency.

HAPs may only be paid while the family resides in the home. If the family moves out of the home, MHA will discontinue payment a month after the family moves out and the family is not required to refund MHA for that month.

**HOMEOWNERSHIP EXPENSE**

*Final Rule (§982.635c)*



Section 8 Statement of Homeownership

MHA will adopt policies to determine the amount of homeownership expense that will be allowed in accordance with HUD requirements. Homeownership expenses for a homeowner may only include the following expense:

- 1) Mortgage Payment
  - a) Principal
  - b) Interest
  - c) Real Estate Taxes
  - d) Insurance
- 2) Utility costs
- 3) Refinancing Debt
- 4) Assessment on Home
- 5) Home Insurance
- 6) Routine Maintenance Expense (calculated \$.14 per square footage)
- 7) Major repairs and replacements and/or debt incurred to make such repairs
- 8) Cost to make a home accessible to a person with disabilities
- 9) Expense to improve the home to accommodate disabled persons and/or meet the Housing Quality Standards (will be included in the purchase price; currently up to \$1500 but may be increased on a case by case basis)

**MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE PAYMENT**

*Final Rule (§982.634)*

Except in the case of an elderly family or a disabled family, the maximum term of homeownership assistance shall be 15 years for mortgage terms greater than 20 years. If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term at the initial purchase. The maximum term applies to any member of the family or the spouse of any member of the household who has an ownership interest in the unit during the time home that homeownership payments are made.

The maximum term for home ownership assistance does not apply to an elderly family or a disabled family. In the case of an elderly family, this exception is only applied if the family qualifies as an elderly family at the commencement of home ownership. In the case of a disabled family, this exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date home ownership commenced. However, such a family must be provided at least six additional months of homeownership assistance after the maximum term expires.

**PORTABILITY**

*Final Rule (§982.636)  
MHA Section 8 Admin.  
Plan Pg. 16*

The family is free to select a home of their choice located within the jurisdiction of Memphis Housing Authority. However, if the family qualifies for portability the family may select a home in the



Section 8 Statement of Homeownership

jurisdiction of the receiving PHA, if the receiving PHA is approving units under the Section 8 Home Ownership Option. MHA will encourage and request other Housing Authorities to absorb the family that moves out of Shelby County, but will fully cooperate if a Housing Authority wishes to administer MHA assistance. The receiving PHA will arrange for any necessary counseling and its homeownership policies will apply to the portable family.

Families that are new admissions to the program must meet the income eligibility requirements in the areas where the family initially purchased the property. Participant families must also meet the income eligibility requirements in the area to which the family plans to move. In this case, the family is considered “continuously assisted” and the Low Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

A family in which the head of household or spouse of the family lived within Shelby County on the date of application is eligible for portability at the time a voucher is issued. Other families outside of the Shelby County area but is within MHA’s jurisdiction must live in the purchased property for twelve (12) months before becoming eligible for portability unless the receiving PHA mutually agrees to accept the outgoing family. The family is only allowed one move during any one year period.

Families must notify MHA in writing when they want to move using the portability feature. MHA will contact the receiving PHA after receiving notification of the move. MHA will confirm the following to the receiving PHA:

1. The family is eligible for assistance (i.e., meets the requirements of MHA); and
2. A voucher has been issued to the family.

To the greatest extent possible, MHA will absorb voucher holder families moving into Shelby County from other jurisdictions. MHA will only administer assistance to such families on behalf of an initial PHA when the MHA program utilization rate is 100%, making impossible within the HUD approved budget.

**RESALE PROVISIONS:**

*Final Rule (§982.640)*

, A family may refinance to take advantage of lower interest rates, or better mortgage terms, without any penalty. MHA shall be notified before any transaction occurs.

. Most the homeownership requirements applicable to the first home purchase remain applicable to a subsequent purchase. The family must again meet the employment threshold. The necessity of any counseling will be determined by MHA. An independent home inspection and HQS inspection will be conducted. MHA will determine the acceptability of the financing. The maximum term of homeownership assistance applies to the cumulative time the family receives homeownership assistance.

**TERMS AND CONDITION FOR OWNERSHIP**



Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MHA will not continue homeownership assistance after the month the family moved out. The family or lender is not required to refund to MHA the homeownership assistance for the month when the family moves out.

Upon death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer or title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with the initial application.

The family must supply any information as required by MHA or HUD concerning any mortgage or other debt incurred to purchase or any refinancing a home (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt, any sale or other transfer of any interest in the home, or the family's homeownership expenses.

## **FAMILY OBLIGATION**

*Final Rule (§982.633)  
MHA Section 8 Admin.  
Plan Pg. 20*

Before commencement of homeownership assistance, the family must execute a statement of family obligation and agree to comply with all obligations. (Appendix A)

*The family is obliged under the terms of its voucher subsidy to:*

1. Occupy the home as their primary place of residence.
2. Comply with the terms of any mortgage securing debt incurred to purchase the home and any refinancing of such debt.
3. Notify MHA immediately of any defaults on a mortgage securing any debt incurred to purchase the home.
4. Not sell, convey or transfer any interest in the home to any entity or person prior to informing MHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer.
5. During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property.
6. Supply such certification, release information or documentation as MHA determines to be necessary in the administration of the program, including information required by MHA for a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.





Section 8 Statement of Homeownership

7. The family understands that continued Housing Assistance Payments from MHA are reevaluated annually and continued assistance is not guaranteed. The family is responsible for the entire monthly mortgage payment (PITI) in the event that HAP are discontinued.
8. The family must continue to comply with all the terms and conditions of the HAP contract.
9. In the event that the family is unable to make its monthly mortgage payment, it must immediately contact MHA to determine what options are available.
10. The family must attend and complete ongoing homeownership and housing counseling as recommended by agency designated by MHA.
11. The family must remain in compliance with the Section 8 Homeownership requirements as long as they continue to receive HAP assistance.
12. The qualifying family members must continue working. If there is a loss of employment, the family must immediately contact Section 8 Representative.
13. The family must report all family income from all sources and the names of all persons living in the household.
14. The family must report in writing to MHA within thirty (30) days when there is any reported change in family composition, or any adult household member who was previously unemployed is now employed.
15. The family must notify MHA before the family moves out of the home.
16. The maximum term or employment requirement does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.
17. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term and employment requirement becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable.
18. Each member of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
19. Each member of the family must not participate in illegal drug or violent criminal activity.

**DENIALS AND TERMINATIONS**

*Final Rule (§982.638)  
MHA Section 8 Admin.  
Plan Pg. 25-29*



*MHA Termination of the HAP Contract*

MHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases the HAP contract will terminate on the last day of the month following the month in which MHA provided the applicant with notice. MHA may also terminate the HAP contract for breach of contract that includes the following:

1. HAP contract violation (such as not maintaining HQS);
2. Any fraud or bribery or other corrupt or criminal act in connection with Federal Housing programs;
3. Engaging in any drug-related criminal activity or any violent criminal activity;
4. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program.

*Denial or Termination of Assistance to Applicant/Participant Families:*

1. MHA may deny housing assistance to any applicant household who:
  - a. Does not meet eligibility requirements;
  - b. Has any household member who refuses to sign or submit consent forms;
  - c. The Total Tenant Payment is greater than the Payment Standard;
  - d. Has any household member who has been evicted from public housing within the past five (5) years.
  - e. If MHA has ever terminated assistance to any household member under the Section 8 Certificate/Voucher Program.
  - f. Has any household member who illegally possesses weapons.
2. MHA may deny or terminate housing assistance to any applicant or participant household who:
  - a. Violates program obligations.
  - b. Commits fraud in connection with this program or any other Federal Housing Assistance program. If MHA determines that the family committed willful and intentional fraud, MHA may require the family to repay any amount owed in full or the family's assistance may be terminated. MHA may at its discretion offer the applicant or participant the opportunity to enter an agreement to repay the amounts owed to MHA or another Housing Authority. If MHA elects to make such an offer, the agreement shall be on terms prescribed by MHA. MHA may at any time deny or terminate assistance for breach of such agreement.
  - c. Owes money to MHA or any other Housing Authority in connection with the Section 8 Program or the Public Housing Program, if an applicant; or owes money to MHA and breaches a reimbursement agreement, if a Section 8 participant;
  - d. Has engaged in or threatened abusive or violent behavior toward MHA personnel;
  - e. Has \$0 in housing assistance payments paid on the family's behalf for six months;
  - f. Has any household member who is convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project.



Section 8 Statement of Homeownership

- g. Has engaged in felonious drug-related criminal activity or violent criminal activity or where members of the assisted family have used the assisted unit for drug trafficking, or have allowed other person to use or live in the unit and engage in drug trafficking;
- h. Has any household member who is illegally using or possessing a controlled substance for personal use within one year before the date MHA provides the notification of termination of assistance or ineligibility;

However, a family member who has an addiction, a record of such impairment, or is regarded as having such impairment, will not be denied assistance if the family member is recovering, or has recovered, and does not currently possess or use controlled substances. A family member who had engaged in using drugs must submit evidence of participation in or successful completion of a treatment program as a condition of assistance.

- i. Has any household member who illegally possesses a weapon;

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, MHA will consider all of the circumstances of the case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

In the case of a proposed termination of assistance under Section X (2)(f); (2)(g); (2)(h); or (2)(i) MHA will consider all the facts including whether the participant knew, or should have known, of the illegal activity within the household.

- 3. Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days to MHA. At purchase, and while preparing to move-in, MHA will allow the families to be absent from the house up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days unless the participant can document a medical need.

In no case may a participant be absent from their home for more than 180 days. If the family leaves the household for more than 90 days for a reason, other than medical need, the house will not be considered the family’s principal residence and the family shall be terminated from the program.

A family who: 1) vacates the property in violation of program requirements or the mortgage housing requirements; 2) owes a balance to the mortgage company or MHA for unpaid portion or damages; or 3) refuses to enter into or meet the terms of a repayment agreement, will be considered ineligible for continued assistance and will have its assistance terminated.

**MORTGAGE DEFAULT**

*Final Rule (§982.638d)*



Section 8 Statement of Homeownership

In the event of mortgage default and the family is dispossessed from the home pursuant to a judgment or order of foreclosure on a FHA-insured mortgage, a homeowner will be denied continued assistance under the homeownership program. The participant will be required to sign an agreement to share information regarding the homeownership process and documents with MHA. If a participant is delinquent in making a payment, MHA will notify the appropriate counseling agency to assist in resolving this matter in a timely fashion. The counseling agency will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant and the MHA Family Self-Sufficiency and/or MHA homeownership program coordinator. MHA may permit the family to move to a new unit with continued voucher rental assistance in the event of foreclosure on a loan that is not FHA-insured. MHA will deny such permission, if:

1. MHA does not have sufficient funding to provide continued assistance;
2. Grounds for denial or termination of assistance, including termination of assistance for violation of any family obligations described in section Family Obligation;
3. The family defaulted on a FHA-insured mortgage;
4. The family fails to demonstrate that:
  - a. The family has conveyed title to the home, as required by HUD, to HUD or HUD’s designee; and has moved from the home within the period established or approved by HUD.

**ADMINISTRATIVE FEES**

*Final Rule (§982.639)*

The ongoing administrative fee describe in 24 CFR 982.152(b) is paid to MHA for each month that homeownership assistance is paid by MHA on behalf of the family.

**FAIR HOUSING AND NONDISCRIMINATION POLICY**

*MHA Section 8 Admin. Plan Pg.1*

MHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all Federal, State and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment. MHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. MHA does not deny to any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.

**DRUG-FREE HOUSING**



Section 8 Statement of Homeownership

As part of the homeownership assistance criteria, the applicant will be required to sign an addendum agreeing with the U.S. Department of Housing and Urban Development’s guidelines for drug-free housing. Applicant must also sign Form HUD-9886, Authorization for the Release of Information, to facilitate a criminal background record check. MHA is authorized to obtain this information. A previous history of drug arrest or violent criminal acts, without proof of rehabilitation, will be considered grounds for denial of the applicant.

Falsification of homeownership application information is grounds for application rejection.

An applicant will be notified in writing as to the status of his/her application. If an application is rejected, an applicant will be so notified and will be given ten (10) days to respond to the rejection notice. Applicants must keep MHA informed of any change in their address or telephone number where they can be reached. If an applicant cannot be reached at the number or address provided, the application will be rejected. Applicants must contact MHA every six (6) months to advise of their desire to remain on the waiting list.

**MONITORING PROGRAM PERFORMANCE**

*MHA Section 8 Admin.  
Plan Pg.36*

MHA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in each applicant’s or participants’ files. Inactive files will be maintained for three years.

Applicable records related to immigration status will be maintained for five years. All other aspects of monitoring program performance will be performed in accordance with HUD requirements and MHA’s policies.



# APPENDIX A



**MEMPHIS HOUSING AUTHORITY  
SECTION 8 HOMEOWNERSHIP ASSISTANCE PROGRAM**

**STATEMENT OF HOMEOWNER OBLIGATIONS  
AND FAMILY RESPONSIBILITIES**

I/We, \_\_\_\_\_, participant(s) in the MHA Section 8 Homeownership Assistance Program (SHAPE), fully understand the following conditions regarding my/our continued eligibility for housing assistance payments in conjunction with my/our ownership of a \_\_\_\_\_ located at \_\_\_\_\_ and agree that:

1. My/Our home will be occupied by the following family members:

_____	_____
_____	_____
_____	_____
_____	_____

2. I/We understand that my/our family must occupy the home as my/our primary place of residence.
3. The initial monthly Housing Assistance Payment will be \$ \_\_\_\_\_ and will begin on annually, based on any changes in payment standards, homeownership costs, household income and/or household composition, in accordance with U.S. Department of Housing and Urban Development (HUD) requirements.



Section 8 Statement of Homeownership

4. The monthly Housing Assistance Payment will be made as follows:
- \$ \_\_\_\_\_ will be paid directly to \_\_\_\_\_
- \$ \_\_\_\_\_ will be paid directly to \_\_\_\_\_
- \$ \_\_\_\_\_ will be paid directly to me/us.
5. Housing Assistance Payments will be made available for a maximum of fifteen (15) years, unless the head of household or spouse is disabled or elderly. Housing Assistance Payments are contingent on my/our compliance with the requirements of this Statement of Homeowner Obligations and Family Responsibilities, the policies of the MHA Section 8 Homeownership Assistance Program, HUD Program requirements and upon continued appropriations to the Memphis Housing Authority by HUD.
6. I/Our family understand (s) that continued Housing Assistance Payments from MHA are reevaluated annually and continued assistance is not guaranteed. I/We understand that I/we are responsible for the entire monthly mortgage payment (principal, interest, taxes and insurance) in the event SHAPE are discontinued.
7. I/We understand that I/we must continue to comply with all the terms and conditions of my/our HAP contract.
8. I/We understand that I/we must continue to be in compliance with my/our Family Self - Sufficiency Contract as long as I/we continue to receive HAP assistance.
- I/we understand that I/we must continue working and if there is a loss of employment, I/we must immediately contact my/our Section 8 Representative and contact the nearest Employment Assistance Center in an effort to regain employment.
10. I/We must report all family income from all sources and the names of all persons living in our household.
11. If, at any time, any member of my household has a change in income greater than \$ 50 per month, I must report it to MHA no later than ten (10) days after the change occurs.
12. If, at any time, anyone in my household moves in or out, I must report it, within ten (10) days of the occurrence, to MHA.
13. Housing Assistance Payments will be made only for the months my/our household reside in the home. I/we must immediately report to MHA if I/we move from our home.
14. My/Our family (including each family member) must not participate in illegal drug or violent criminal activity.





Section 8 Statement of Homeownership

15. I/we may not sell, convey or transfer any interest in the home to any entity or person prior to informing MHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer other than to a household member residing in the home.
16. I/We must provide information to MHA on any mortgage or other debt incurred to purchase the home, and any refinancing of such debt.
17. I/We must comply with the terms of any mortgage security debt incurred to purchase our home and any refinancing of such debt. I/We must immediately notify MHA of any defaults on mortgage debt incurred to purchase the home.
18. I/We understand and agree that I/we will attend pre- and post- purchase counseling and workshops as recommended by an agency designated by MHA. I/We understand and agree to an annual counseling session at my/our home.
19. In the event that my/our family is unable to make my/our monthly mortgage payment, I/we are required to immediately contact the homeownership counseling agency and MHA to determine available options.
20. I/We must promptly pay all utility bills, including electricity, heat and water.
21. I/We understand that I/we must maintain the property, both interior and exterior, and that I/we are responsible for all repairs and replacements that are needed.
22. I/We must document, in conjunction with our annual reexamination of income, that I/we are current on mortgage, insurance and utility payments.
23. I/We understand that I/we will immediately lose my/our Housing Assistance Program assistance if a judgment or foreclosure on my/our home is granted. My/Our family agrees to cooperate with the lender the housing counseling agency, and MHA so that the property is placed on the market for sale in order to avoid foreclosure. My/Our family further agrees to vacate the house in accordance with the lender's terms and in good condition.
24. If I/we default on my/our mortgage debt and lose my/our home, I/we will be able to use my/our Housing Assistance Payment for other rental housing, if so determined eligible by MHA.

I/WE UNDERSTAND THAT MY/OUR HOUSING ASSISTANCE MAY BE WITHHELD, RECOVERED OR TERMINATED FOR ANY VIOLATION OF THE TERMS AND CONDITIONS OF THIS STATEMENT OF HOMEOWNER OBLIGATIONS AND FAMILY RESPONSIBILITIES.

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Section 8 Statement of Homeownership

\_\_\_\_\_  
Section 8 Manager's Signature

\_\_\_\_\_  
Executive Director of MHA

\_\_\_\_\_  
Date

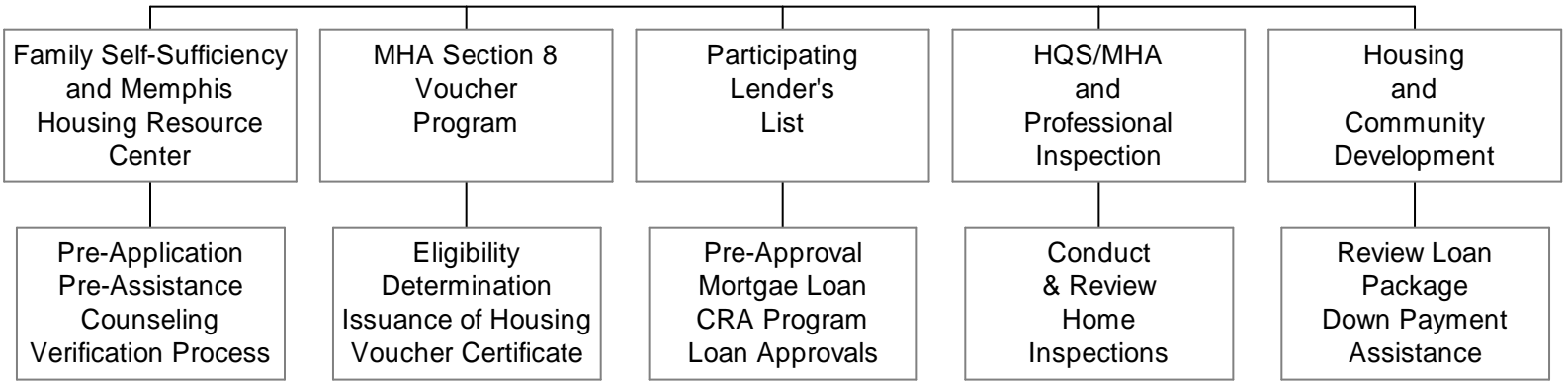
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Date

## **APPENDIX B**





# SECTION 8 HOMEOWNERSHIP ASSISTANCE PROGRAM (SHAPE) Section 8 Statement of Homeownership FLOWCHART



## APPENDIX C



**MEMORANDUM OF UNDERSTANDING BETWEEN  
MEMPHIS HOUSING AUTHORITY AND RISE FOUNDATION**

This Memorandum of Understanding (“MOU”), effective upon its execution, is between the Memphis Housing Authority (the “Authority”) and the RISE (Responsibility, Initiative, Solutions, Empowerment) Foundation (“RISE”) for the purpose of providing greater homeownership opportunities in the city of Memphis, Tennessee.

**ARTICLE I**

**RECITALS**

**WHEREAS**, the Memphis Housing Authority has undertaken steps to implement a Section 8 Homeownership Program; and

**WHEREAS**, RISE, a non-profit organization, is dedicated to providing financial support and resources to Authority residents for the purpose of enabling them to become financially self-sufficient; and

**WHEREAS**, the Authority will provide homeownership opportunities by utilizing Section 8 rental assistance vouchers to assist eligible families to purchase existing single family homes or homes under construction; and

**WHEREAS**, eligible participants are: those that have a minimum family income of 25% of the median income in the Shelby County area and have been continuously employed for a minimum of two years; those that are currently enrolled in the Family Self-Sufficiency (FSS) Program or RISE Foundation; and, those that have participated and satisfactorily completed the pre-assistance homeownership and housing counseling program required by the Authority; and

**WHEREAS**, the Authority will implement the Homeownership Option in accordance with the Final Rule of September 12, 2000. The Final Rule was authorized



by Section 8(y) of the United States Housing Act of 1937, amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998; and

**WHEREAS**, the implementation of the Section 8 Home Ownership Program has been carefully evaluated by the Authority and RISE and has been found to be in the best interest of all parties.

**THEREFORE**, this Memorandum of Understanding shall set forth the obligations and duties of the Memphis Housing Authority and the RISE Foundation in the establishment of this initiative, and shall serve as a guideline for the successful implementation of the Section 8 Homeownership Program.

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

This MOU shall constitute a non-binding agreement between the Authority and the RISE Foundation.

Authority residents enrolled in the RISE program will benefit from services in the following areas:

- Counseling Program
- Credit Repair
- Economic Literacy
- Financial Management
- Homebuyer Education
- Home Maintenance

RISE will also offer Individual Development Accounts (IDAs) in which participant funds will be matched at a 2:1 ratio and placed at participating financial institutions

## **ARTICLE III**

### **GENERAL PROVISIONS**

**RECITALS** The recitals in Article I of this MOU are incorporated herein by reference as the agreement of the parties.

**NOTICES** All notices, request, demands, approvals, or other communications given hereunder or in connection with this MOU shall be in writing and shall be deemed given when delivered by hand, or sent by U.S. registered or certified mail, return receipt requested, and address as follows:

If to the Authority: Memphis Housing Authority



700 Adams Avenue  
Memphis, TN 38105  
Attn: Mr. Robert Lipscomb, Executive Director

If to RISE: RISE Foundation  
1900 Union Avenue  
Memphis, TN 38104  
Attn: Ms. Beth Dixon, President

**ASSIGNMENT** This MOU shall not be assignable by the Authority or RISE.

**INTERPRETATION AND GOVERNING LAW** This MOU shall be construed as though prepared by both parties, and shall be interpreted and governed by the laws of the State of Tennessee.

**SEVERABILITY** If any portion of this MOU is declared to be invalid and unenforceable, such portion shall be deemed severed from this MOU and the remaining parts shall continue in force as though such invalid or unenforceable provision(s) had not been a part of this MOU, provided that such severance does not substantially affect the intention of the parties hereto.

**PARTIES BOUND** No officer, shareholder, partner, employee, agent, or other person authorized to act for and on behalf of any party shall be personally liable for any obligation express or implied, hereunder.

**MODIFICATIONS** This MOU may not be altered, modified, rescinded, or extended orally. This MOU may be amended, supplemented or changed only by a writing signed or authorized by or behalf of the party to be bound thereby.

**IN WITNESS THEREOF**, the Authority and the RISE have each duly executed, or caused to be duly executed, this MOU as of the date first written below.

**MEMPHIS HOUSING AUTHORITY**

**RISE FOUNDATION**

\_\_\_\_\_  
**Robert Lipscomb, Executive Director**

\_\_\_\_\_  
**Beth Dixon, President**

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

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



**MEMORANDUM OF UNDERSTANDING BETWEEN MEMPHIS HOUSING AUTHORITY  
AND MEMPHIS HOUSING RESOURCE CENTER**

This Memorandum of Understanding (“MOU”), effective upon its execution, is between the Memphis Housing Authority (the “Authority”) and the Memphis Housing Resource Center (the “Resource Center”) for the purpose of providing greater homeownership opportunities in the city of Memphis, Tennessee.

**ARTICLE I**

**RECITALS**

**WHEREAS**, the Memphis Housing Authority has undertaken steps to implement a Section 8 Home Ownership Program; and

**WHEREAS**, the Memphis Housing Resource Center will foster new homeownership in the city of Memphis, Tennessee by assisting people in understanding the complexities of buying, maintaining and retaining an affordable home; and

**WHEREAS**, Memphis Housing Resource Center is only allowed to charge a credit report fee not to exceed \$60; and

**WHEREAS**, the Authority will provide home ownership opportunities by utilizing Section 8 rental assistance vouchers to assist eligible families to purchase existing single family homes or homes under construction; and

**WHEREAS**, eligible participants are: those that have a minimum family income of 25% of the median income in the Shelby County area and have been continuously employed for a minimum of two years; those that are currently enrolled in the Family Self-Sufficiency (FSS) Program or RISE Foundation; and, those that have participated and satisfactorily completed the pre-assistance homeownership and housing counseling program required by the Authority; and





**WHEREAS**, the Authority will implement the Homeownership Option in accordance with the Final Rule of September 12, 2000. The Final Rule was authorized by Section 8(y) of the United States Housing Act of 1937, amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998; and

**WHEREAS**, the implementation of the Section 8 Homeownership Program has been carefully evaluated by the Authority and the Resource Center and has been found to be in the best interest of all parties.

**THEREFORE**, this Memorandum of Understanding shall set forth the obligations and duties of the Memphis Housing Authority and the Memphis Housing Resource Center in the establishment of this initiative, and shall serve as a guideline for the successful implementation of the Section 8 Homeownership Program.

**ARTICLE II**

**SCOPE OF AGREEMENT**

This MOU shall constitute a non-binding agreement between the Authority and the Memphis Housing Resource Center.

First time homebuyers will satisfactorily complete the pre-assistance homeownership-counseling program, which will be facilitated by Memphis Housing Resource Center. This program may consist of a one on one or a classroom style approach with homebuyers. The Resource Center will be required to provide a minimum of 8 – 10 hours of homebuyer education and training, and homebuyer pre-qualification to all program participants. The pre-assistance counseling program will cover the following subjects:

- Home maintenance
- Budgeting and money management
- Credit counseling
- How to obtain homeownership financing and loan pre-approvals
- How to find a home and negotiate the sale price
- Information on Fair Housing
- Counseling will be adapted tot the families needs

Post program counseling will be offered at the discretion of the Authority based on individual family circumstances. In the event of mortgage payments being delinquent, the Resource Center will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant, the FSS client services representative and/or an Authority homeownership program coordinator.

**ARTICLE III**

**GENERAL PROVISIONS**



**RECITALS** The recitals in Article I of this MOU are incorporated herein by reference as the agreement of the parties.

**NOTICES** All notices, request, demands, approvals, or other communications given hereunder or in connection with this MOU shall be in writing and shall be deemed given when delivered by hand, or sent by U.S. registered or certified mail, return receipt requested, and address as follows:

If to the Authority:                     Memphis Housing Authority  
  700 Adams Avenue  
  Memphis, TN 38105  
  Attn: Mr. Robert Lipscomb, Executive Director

If to the Resource Center:            Memphis Housing Resource Center  
  1548 Poplar Avenue  
  Building B  
  Memphis, TN 38173  
  Attn: Ms. Michelle Wilson Bradley, Executive Director

**ASSIGNMENT** This MOU shall not be assignable by the Authority or the Resource Center.

**INTERPRETATION AND GOVERNING LAW** This MOU shall be construed as though prepared by both parties, and shall be interpreted and governed by the laws of the State of Tennessee.

**SEVERABILITY** If any portion of this MOU is declared to be invalid and unenforceable, such portion shall be deemed severed from this MOU and the remaining parts shall continue in force as though such invalid or unenforceable provision(s) had not been a part of this MOU, provided that such severance does not substantially affect the intention of the parties hereto.

**PARTIES BOUND** No officer, shareholder, partner, employee, agent, or other person authorized to act for and on behalf of any party shall be personally liable for any obligation express or implied, hereunder.

**MODIFICATIONS** This MOU may not be altered, modified, rescinded, or extended orally. This MOU may be amended, supplemented or changed only by a writing signed or authorized by or behalf of the party to be bound thereby.

**IN WITNESS THEREOF**, the Authority and the Memphis Housing Resource Center have each duly executed, or caused to be duly executed, this MOU as of the date first written below.



**MEMPHIS HOUSING AUTHORITY**

**MEMPHIS HOUSING RESOURCE  
CENTER**

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**Robert Lipscomb, Executive Director**

---

**Michelle Wilson Bradley  
Executive Director**

---

**Date**

---

**Date**

## **APPENDIX D**







## 2006 Memphis Housing Authority Board of Commissioners List

### Attorney Ricky E. Wilkins, Chair

Law Office of Ricky E. Wilkins  
119 South Main Street, Suite 700  
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(901) 322-4451 (fax)  
(901) 508-3466 (cell)  
[rwilkins@wilkinslawoffice.com](mailto:rwilkins@wilkinslawoffice.com)

### Dr. Elma H. Mardis, Vice Chair

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Memphis, TN 38114  
(901) 775-1327 (home)  
(901) 775-3398 (fax)  
[ehm2324@aol.com](mailto:ehm2324@aol.com)

---

### Vatricia A. McKinney

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Memphis, TN 38126  
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(901) 409-8745 (cell)  
[vatriciaann@hotmail.com](mailto:vatriciaann@hotmail.com)

### William E. Stemmler

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Memphis, TN 38119  
(901) 580-5477 (office)  
(901) 580-5398 (fax)  
[william.stemmler@regions.com](mailto:william.stemmler@regions.com)

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### Deidre D. Malone

The Carter Malone Group  
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Memphis, TN 38103  
(901) 278-0881 (office)  
(901) 278-0081 (fax)  
[dmalone@thecartermalonegroup.com](mailto:dmalone@thecartermalonegroup.com)

### Ian L. Randolph

Ameriprise Financial  
1273 Central Avenue  
Memphis, TN 38104  
(901) 312-5093 (office)  
(901) 289-3411 (cell)  
(901) 312-5084 (fax)  
[ian.l.randolph@ampf.com](mailto:ian.l.randolph@ampf.com)

**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**

## **PUBLIC HOUSING: ECONOMIC SELF-RELIANCE AGREEMENT**

The Self-Reliance Agreement (SRA) is a written agreement between property management and the public housing resident; identifying the self-reliance criteria a public housing resident must meet in order to occupy and continue to live in a public housing unit at a HOPE VI/Mixed-income community.

It is the policy of Memphis Housing Authority (MHA) to encourage and support all of its residents in their goal of becoming self-reliant. In instances where tenant assistance is needed and resources are available to obtain this goal, the Memphis Housing Authority will provide and/or coordinate appropriate programs/services to assist the resident in achieving self-reliance.

This ECONOMIC SELF-RELIANCE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ acting as an agent for the owner ("Landlord") and the undersigned Leaseholder ("Leaseholder"). This Agreement is hereby incorporated in and made part of the Residential Lease (the "Lease") entered into as of this date by and between the Leaseholder and the Landlord for Unit Number \_\_\_\_\_ located at \_\_\_\_\_ (the "Unit").

### **AUTHORITY:**

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR §960.206(b)(2). Memphis Housing Authority ("MHA") has established this preference for public housing units developed under the Mixed-Finance/HOPE VI Program, and is requiring each applicant for these new units to sign this Self-Reliance Agreement Addendum.

### **PURPOSE OF THIS AGREEMENT**

This agreement sets forth the pre-occupancy and continued occupancy criteria for tenants of public housing units at mixed-income developments.

### **DEFINITION OF WORK ACTIVITY**

The following categories of activities shall qualify as work activity under this Agreement:

1. Unsubsidized employment; or
2. Subsidized private-sector employment; or
3. Subsidized public-sector employment.

### **DEFINITION OF EDUCATIONAL OR WORK-RELATED ACTIVITY**

The following categories of activities shall qualify as Education or Work-Related Activity under this Agreement:

1. On-the-job training (full-time enrollment is 20 hours or more per week).
2. Vocational training (full-time enrollment is 20 hours or more per week).
3. Job-skills training directly related to employment (full-time enrollment is 20 hours or more per week).
4. Education at a community (junior) college or higher (full-time enrollment is 8 or more class hours per week).

Leaseholders are to be authorized to participate in Educational or Work-Related Activities on a full-time basis. If the Leaseholder is involved in any one of the above activities on a less than full-time basis as defined by each activity, he/she must also work at least 20 hours per week. Those enrolled in GED/ABE classes must work at least 20 hours per week. If any of the above activities are done in combination, the Leaseholder must be engaged for a combined total of no less than 30 hours per week to be exempt from a

work requirement. The combined total duration for all Educational and Work-Related Activities shall not exceed 24 months.

### **LEASEHOLDERS EXEMPTED FROM EMPLOYMENT CLAUSE OF THIS AGREEMENT**

The following categories of leaseholders will be exempt from the employment requirement of this Agreement.

Leaseholders who are:

- A) 62 years of age or older;
- B) Blind or disabled (as defined under section 216(I)(I) or 1614 of the Social Security Act) and who are unable to comply with this section, or are primary caretakers of such individuals;

In order to claim status as an exempt person, the Leaseholder must:

- A) Request in writing from the Landlord, an exemption;
- B) Provide Landlord with third party verification that leaseholder is a member of an above-listed exempt category.

Disabled Leaseholders under 62 who are employed less than 20 hours per week are required to perform 8 hours of community service per month as per MHA community service requirement. Disabled Leaseholders are required to provide documentation from a doctor that they are unable to perform any kind of community service in order to be exempt from this community service requirement.

---

**The Landlord and Leaseholder agree to the following:**

### **TERMS AND CONDITIONS OF PRE-OCCUPANCY AND CONTINUED OCCUPANCY**

1. All Leaseholders of a HOPE VI/Mixed-income development, regardless of employment status, age, or disability, are required to participate in case management with the HOPE VI Case Management Provider. (Case Management Provider being defined as the HOPE VI-sponsored case management and/or employment services provider).
2. Prior to signing the Lease, the non-exempt Leaseholder shall either (a) have been employed a minimum of 20 hours per week for at least 30 continuous days, or (b) have been both engaged in an Educational or Work-Related Activity and in compliance with an Family Action Plan for at least 30 continuous days. Employment is defined as a “Work Activity” as described above.
3. All Leaseholders not already enrolled must enroll in the HOPE VI sponsored case management program. (The provider of this program is hereby referred to as “Case Management Provider”). All Leaseholders must:
  - a. participate in a personal assessment process conducted by the Case Management Provider; and
  - b. collaborate with the case management provider to develop a Family Action Plan. The Family Action Plan will identify a set of specific goals, tasks and programs to be undertaken by the Leaseholder and will be based on the aforementioned assessment; and
  - c. adhere to the action strategies identified in the Family Action Plan, which may be revised or updated periodically; and
  - d. attend regular meetings with the Case Management Provider as scheduled during the term of the Family Action Plan and participate in activities prescribed by the Case Management Provider that are oriented toward the attainment and retention of employment.



4. To remain in occupancy, the Leaseholder shall either (a) remain employed for a minimum of 20 hours per week *and* be in compliance with his/her Family Action Plan; or (b) be engaged in Educational or Work-Related Activity *and* be in compliance with his/her Family Action Plan.
5. Change in Employment. The Leaseholder may only be employed for less than 20 hours per week for up to 90 cumulative days per year (unless the Leaseholder's Family Action Plan stipulates otherwise per engagement in an approved Educational or Work-Related Activity). Upon loss of job or reduction of hours, Leaseholder shall notify Landlord and Case Manager of loss or reduction of employment within 10 days. Upon such notification to Landlord, the 90-day clock begins.
  - a) In any one-year period, if after 90 cumulative days of employment of less than 20 hours per week (where Leaseholder is not involved in an Educational or Work-Related Activity as stipulated in the Family Action Plan), the Leaseholder is not in compliance with his/her Family Action Plan. As of the 91<sup>st</sup> day, Leaseholder will be deemed to be in non-compliance with the Lease and Landlord will send the Leaseholder a notice of termination proceedings in accordance with the Lease. Additional information regarding the termination proceedings may be found in the Admissions and Continued Occupancy Plan located in the management office at the development. In this circumstance, the Leaseholder may request a single, 30-day extension from the Landlord. This 30-day extension will only be granted if the Leaseholder can demonstrate to the Landlord that there are extenuating circumstances for (1) continuing to work less than 20 hours per week beyond 90 days or (2) continuing the Education or Work-Related Activity beyond the 24-month cap. If the 30-day extension is not granted, the Landlord will continue with the eviction proceedings.
  - b) The Leaseholder is not in compliance with this Agreement, Leaseholder will be evicted.
6. If any part of this Self-Reliance Agreement is in conflict with the terms of the Residential Lease Agreement, the terms of Lease shall prevail.
7. To be eligible for occupancy of a public housing unit at a HOPE VI/Mixed-Finance site, the resident understands and agrees that the right of return is subject to compliance with the Lease, Quality Housing Work and Responsibility Act (QHWRA) requirements, federal, state or local rules, regulations, laws or policies inclusive of, but not limited to the following:
  - a. Past performance in meeting financial obligations, especially rent/excess utilities;
  - b. A record of disturbance of neighbors, destruction of property (including a finding that the resident has contributed to a fire within a unit), conduct that adversely affects the health, safety or welfare of other residents, or cause damage to the unit or development;
  - c. Involvement in criminal activity on the part of the above resident's family member that would adversely affect the health, safety or welfare of other tenants;
  - d. A record of eviction from housing or termination from residential programs (considering relevant circumstances);
  - e. A resident's ability and willingness to comply with the terms of the MHA lease;
  - f. A resident's misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent;
  - g. A record or history of inability to meet reasonable housekeeping standards or prior lease violations related to housekeeping;
  - h. In the case of properties with tenant-paid utilities, the ability of the resident to get utilities turned on in the name of the head of household. (**Will require a utility verification**);

- i. The resident's employment status, record of community/volunteer services; engagement in a work-related activity, participation in a self-reliance or other educational program unless otherwise limited by virtue of age, medical condition or disability.
8. Notwithstanding the foregoing, Memphis Housing Authority at its discretion, reserves the right to revise, modify, suspend provisions of this agreement, if in its judgment unforeseen circumstances arise which necessitate said action. Exceptions or waivers will be considered and/or reviewed, by the MHA Interdisciplinary Review Committee (IRC), upon written request from the tenant to the property management office.

BY SIGNATURE, THE LEASEHOLDER AND LANDLORD AGREE TO THE REQUIREMENTS OF THIS ECONOMIC SELF-RELIANCE AGREEMENT.

**LEASEHOLDER:**

**LANDLORD:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

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

## **NON HOPE VI/MIXED-FINANCE PUBLIC HOUSING: ECONOMIC SELF-RELIANCE AGREEMENT**

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

It is the policy of Memphis Housing Authority (MHA) to encourage and support all of its residents in their goal of becoming self-reliant. In instances where tenant assistance is needed and resources are available to obtain this goal, the Memphis Housing Authority will provide and/or coordinate appropriate programs/services to assist the resident in achieving self-reliance.

This ECONOMIC SELF-RELIANCE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ acting as an agent for the owner ("Landlord") and the undersigned Leaseholder ("Leaseholder"). This Agreement is hereby incorporated in and made part of the Residential Lease (the "Lease") entered into as of this date by and between the Leaseholder and the Landlord for Unit Number \_\_\_\_\_ located at \_\_\_\_\_ (the "Unit").

### **AUTHORITY:**

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR §960.206(b)(2). Memphis Housing Authority ("MHA") has established this preference for its public housing units. Pursuant to T.C.A. Section 66-28-402 the Authority can adopt rules or regulations concerning the resident's use and continued occupancy of the premises. Pursuant to the above authority, the Memphis Housing Authority's ACOP and the to Quality Housing Work and Responsibility Act (QHWRA), the Authority is requiring each Public Housing resident to execute an economic Self-Reliance Agreement.

### **PURPOSE OF THIS AGREEMENT**

This agreement sets forth the pre-occupancy and continued occupancy criteria for tenants of public housing units at a public housing development.

### **DEFINITION OF WORK ACTIVITY**

The following categories of activities shall qualify as work activity under this Agreement:

1. Unsubsidized employment; or
2. Subsidized private-sector employment; or
4. Subsidized public-sector employment.
5. 20 hours or more per week of documented Community Service

### **DEFINITION OF EDUCATIONAL OR WORK-RELATED ACTIVITY**

The following categories of activities shall qualify as Educational or Work-Related Activities under this Agreement:

5. On-the-job training (full-time enrollment is 20 hours or more per week).
6. Vocational training (full-time enrollment is 20 hours or more per week).
7. Job-skills training directly related to employment (full-time enrollment is 20 hours or more per week).
8. Education at a community (junior) college or higher (full-time enrollment is 8 or more class hours per week).

Leaseholders are to be authorized to participate in Educational or Work-Related Activities on a full-time basis. If the Leaseholder is involved in any one of the above activities on a less than full-time basis as defined by each activity, he/she must also work at least 20 hours per week. Those enrolled in GED/ABE classes must work at least 20 hours per week. If any of the above activities are done in combination, the Leaseholder must be engaged for a combined total of no less than 30 hours per week to be exempt from a work requirement. The combined total duration for all Educational and Work-Related Activities shall not exceed 48 months.

### **LEASEHOLDERS EXEMPTED FROM EMPLOYMENT CLAUSE OF THIS AGREEMENT**

The following categories of leaseholders will be exempt from the employment requirement of this Agreement.

Leaseholders who are:

- C) 62 years of age or older;
- D) Blind or disabled (as defined under section 216(I)(I) or 1614 of the Social Security Act) and who are unable to comply with this section, or are primary caretakers of such individuals;

In order to claim status as an exempt person, the Leaseholder must:

- C) Request in writing from the Landlord, an exemption;
- D) Provide Landlord with third party verification that leaseholder is a member of an above-listed exempt category.

**Disabled Leaseholders under 62 unless exempt are required to perform 8 hours of community service per month as per MHA community service requirement.**

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**The Landlord and Leaseholder agree to the following:**

### **TERMS AND CONDITIONS OF PRE-OCCUPANCY AND CONTINUED OCCUPANCY**

9. All Leaseholders of a MHA development, regardless of employment status, age, or disability, are required to participate in case management as provided by MHA.
10. All Leaseholders must enroll in the MHA sponsored case management program. (The provider of this program is hereby referred to as "Case Management Provider"). All Leaseholders must:
  - e. participate in a personal assessment process conducted by the Case Management Provider; and
  - f. collaborate with the case management provider to develop a Family Action Plan aka (Individual Development Plan). The Family Action Plan aka (Individual Development Plan) will identify a set of specific goals, tasks and programs to be undertaken by the Leaseholder and will be based on the aforementioned assessment; and
  - g. adhere to the action strategies identified in the Family Action Plan aka (Individual Development Plan), which may be revised or updated periodically; and
  - h. attend regular meetings with the Case Management Provider as scheduled during the term of the Family Action Plan aka (Individual Development Plan) and participate in activities prescribed by the Case Management Provider that are oriented toward the attainment and retention of employment.
11. To remain in occupancy, the Leaseholder shall either (a) remain employed for a minimum of 20 hours per week *and* be in compliance with his/her Family Action Plan aka (Individual

Development Plan) ; or (b) be engaged in Educational or Work-Related Activity *and* be in compliance with his/her Family Action Plan aka (Individual Development Plan) .

12. Change in Employment. The Leaseholder may only be employed for less than 20 hours per week for up to 90 cumulative days per year (unless the Leaseholder's Family Action Plan aka (Individual Development Plan) stipulates otherwise per engagement in an approved Educational or Work-Related Activity). Upon loss of job or reduction of hours, Leaseholder shall notify Landlord and Case Manager of loss or reduction of employment within 10 days. Upon such notification to Landlord, the 90-day clock begins.
  - a) In any one-year period, if after 90 cumulative days of employment of less than 20 hours per week (where Leaseholder is not involved in an Educational or Work-Related Activity as stipulated in the Family Action Plan) aka (Individual Development Plan), the Leaseholder is not in compliance with his/her Family Action Plan aka (Individual Development Plan). As of the 91<sup>st</sup> day, Leaseholder will be deemed to be in non-compliance with the Lease and Landlord will send the Leaseholder a notice of termination proceedings in accordance with the Lease. Additional information regarding the termination proceedings may be found in the Admissions and Continued Occupancy Plan located in the management office at the development. In this circumstance, the Leaseholder may request a single, 30-day extension from the Landlord. This 30-day extension will only be granted if the Leaseholder can demonstrate to the Landlord that there are extenuating circumstances for (1) continuing to work less than 20 hours per week beyond 90 days or (2) continuing the Educational or Work-Related Activity beyond the 48-month cap. If the 30-day extension is not granted, the Landlord will continue with the eviction proceedings.
  - b) The Leaseholder is not in compliance with this Agreement, Leaseholder will be evicted.
13. If any part of this Self-Reliance Agreement is in conflict with the terms of the Residential Lease Agreement, the terms of Lease shall prevail.
14. To be eligible for occupancy of a public housing unit at a HOPE VI/Mixed-Finance site, the resident understands and agrees that the right of return is subject to compliance with the Lease, Quality Housing Work and Responsibility Act (QHWRA) requirements, federal, state or local rules, regulations, laws or policies inclusive of, but not limited to the following:
  - a. Past performance in meeting financial obligations, especially rent/excess utilities;
  - b. A record of disturbance of neighbors, destruction of property (including a finding that the resident has contributed to a fire within a unit), conduct that adversely affects the health, safety or welfare of other residents, or cause damage to the unit or development;
  - c. Involvement in criminal activity on the part of the above resident's family member that would adversely affect the health, safety or welfare of other tenants;
  - d. A record of eviction from housing or termination from residential programs (considering relevant circumstances);
  - e. A resident's ability and willingness to comply with the terms of the MHA lease;
  - f. A resident's misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent;
  - g. A record or history of inability to meet reasonable housekeeping standards or prior lease violations related to housekeeping;
  - h. In the case of properties with tenant-paid utilities, the ability of the resident to get utilities turned on in the name of the head of household. (**Will require a utility verification**);
  - i. The resident's employment status, record of community/volunteer services; engagement in a work-related activity, participation in a self-reliance or other educational program unless otherwise limited by virtue of age, medical condition or disability.

15. Notwithstanding the foregoing, Memphis Housing Authority at its discretion, reserves the right to revise, modify, suspend provisions of this agreement, if in its judgment unforeseen circumstances arise which necessitate said action. Exceptions or waivers will be considered and/or reviewed, by the MHA Interdisciplinary Review Committee (IRC), upon written request from the tenant to the property management office.

BY SIGNATURE, THE LEASEHOLDER AND LANDLORD AGREE TO THE REQUIREMENTS OF THIS ECONOMIC SELF-RELIANCE AGREEMENT.

**LEASEHOLDER:**

**LANDLORD:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

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

1 PUBLIC HEARING MEETING FY '06 FOR PHA ANNUAL PLAN  
2 AND FIVE-YEAR PLAN  
3  
4  
5  
6  
7  
8  
9

10 SITE: MEMPHIS HOUSING AUTHORITY  
11 MARCH 21, 2006  
12 10:00 A.M.  
13  
14

15 PRESENT FROM MEMPHIS HOUSING AUTHORITY:

- 16 ROBERT KURTZ  
17 YVETTE CAMEL-SMITH  
18 VERNUA HARAHAAN  
19 GREGORY PERRY  
20 WILLIAM WEBB  
21 OTHER UNNAMED INDIVIDUALS

22 L. BRITTINY MAYS, COURT REPORTER  
23 ALPHA REPORTING CORPORATION  
24 100 NORTH MAIN BUILDING, LOBBY  
MEMPHIS, TENNESSEE 38103  
901-523-8974

1 MS. CAMEL-SMITH: Good morning, everyone.  
2 Thank you for coming to our public hearing  
3 meeting FJ '06 for PHA annual plan and our  
4 five-year plan. We're going to start off --  
5 has everyone signed the sign-in sheet? Okay.  
6 We're going to start of with Yvette  
7 Camel-Smith.

8 Go ahead and get us started.

9 BOARD SPEAKER: Good morning. On behalf  
10 of our executive director, Robert Lipscomb, we  
11 welcome each of you to our hearing. We're  
12 delighted that each of you came out to  
13 participate and to be a part of our planning  
14 process. I will begin with our vision  
15 statement. Memphis Housing Authority vision  
16 statement is to become a national model in  
17 community revitalization. Our mission statement  
18 is to provide community revitalization through  
19 a seamless system of supportive services,  
20 affordable housing, and new business  
21 development.

22 Some of the goals of the Memphis Housing  
23 Authority includes increasing the availability  
24 of decent, safe, and affordable housing,



1           improving community quality of life and  
2           economic vitality, promoting self-sufficiency,  
3           and asset development of families and  
4           individuals, to insure equal opportunity in  
5           housing for all Americans.

6           Our executive summary -- some of the items  
7           that are addressed within the executive summary  
8           include replacing obsolete public housing  
9           stock, guaranteeing housing for current  
10          residents, mobility confluence to train  
11          residents, renovation of viable family housing,  
12          reducing the vacancy rate, site-based  
13          professional management, coordinated case  
14          management, increased job opportunities, and  
15          promoting self-sufficiency.

16          Currently, our -- as you are probably well  
17          aware, our waiting list for public housing has  
18          been closed, but that waiting list now consists  
19          of an excess of 10,000 families. Our Section 8  
20          waiting list is approximately 2954. MHA will  
21          of course continue to develop strategies in the  
22          next coming year to address the waiting list.

23          Our total financial resources are  
24          currently at 151 million. That consists of

1 federal grant, prior year federal grant, rental  
2 income, other income, and nonfederal sources.

3 That concludes the executive summary, and  
4 at this time I'd like to pass it over to  
5 Mr. William Webb.

6 MR. WEBB: MHA will engage in activities  
7 that will contribute to the long-term asset  
8 management of the public housing stock and meet  
9 the long-term operating capital investments,  
10 rehabilitation, modernization, disposition, and  
11 other needs. Some activities include private  
12 management, develop-based accounting, and  
13 comprehensive stock assessments.

14 MR. KURTZ: Thank you. First of all, I  
15 want to apologize for being a little bit late.  
16 I was finishing a meeting on one of the issues  
17 with respect to Barry Towers, and I'll talk  
18 about that as we move along here.

19 William just mentioned that we are going  
20 to be involved in several activities,  
21 comprehensive stock assessments. We do have a  
22 physical needs assessment underway at all of  
23 the public housing sites to include those that  
24 are privately managed. Included within that

1 for Barry, Borda, and Jefferson are seismic  
2 analyses so that we can get a better  
3 appreciation of what will happen or what  
4 potentially could happen in a seismic even here  
5 in Memphis.

6 We have an energy audit that's being  
7 completed. We're waiting for the final  
8 deliverable from the contract consultant, and  
9 that will flow into the public process that  
10 will result in a new utility allowance sometime  
11 this summer.

12 We have focused on senior-designated  
13 development this year. We have several sites  
14 that are in process for construction right now.  
15 Latham Terrace is being developed at 3rd and  
16 Crump -- correction, 4th and Crump with our  
17 development partners, Wesley Housing. Our  
18 development partners, McCormack Baron Salazar,  
19 will be starting the senior center at  
20 University Place, the former Lamar Terrace  
21 site. We will be starting later this year the  
22 senior center in Uptown. And, of course, we  
23 already have one designated senior center at  
24 College Park.

1           I'm going to go through each of these  
2           major sites, give you an appreciation of what's  
3           going on. First, at University Place I  
4           mentioned the senior center. That's Phase 1.  
5           And we are completing multiple demolitions in  
6           that revitalization zone north of the railroad  
7           tracks and south of Crump. Those of you who  
8           have driven through that area, you probably  
9           noticed the Baptist rehab hospital is gone.  
10          We've knocked that down.

11          There are some other buildings on that  
12          site that we have begun the remedial activity  
13          to remove asbestos, and we are continuing the  
14          removal of debris from the former Memphis  
15          Furniture Site that's just to the south of  
16          that. Once we've worked through all those  
17          issues, we'll see how much of our funding from  
18          the city remains, and that may give us  
19          opportunity to initiate the second phase of  
20          demolitions that need to occur in advance of  
21          the reconstruction effort --

22          At Dixie Homes this is a major focal area  
23          for the housing authority because of the HOPE  
24          VI grant that's been awarded. This year we'll

1 primarily be focused on relocation support.  
2 Mr. Webb is leading that effort in the agency,  
3 along with our CSS staff, Jackie Partee, to  
4 make sure we prioritize moving residents to  
5 either public housing sites or to the community  
6 at large under a voucher program.

7 Our goal is to be able to initiate  
8 demolition of the entire Dixie Homes site by  
9 the end of the calendar year. We do have a  
10 contract that we're just about ready to sign  
11 for the demolition of the contract -- of the  
12 building at Mosby, 1011 Mosby. So hopefully  
13 we'll get that signed within this week. We had  
14 some issues to try and resolve contractually.  
15 But overall the focus is on relocation effort  
16 at Dixie Homes.

17 Oates Manor in the New Chicago area, we do  
18 have master planning on the way right now. We  
19 have acquired through city funding 3  
20 properties, about 14-acres worth of land on the  
21 south side of Firestone. That will comprise  
22 the first phase of the New Chicago  
23 revitalization, and we will start our  
24 demolition design shortly. It's going to be a

1 great area there right across the street from  
2 the First T program. Ultimately, it is a part  
3 of the entire New Chicago revitalization that's  
4 going to stretch all the way across Danny  
5 Thomas and further eastward to about Watkins.

6 Cleaborn Homes, we have one contract that  
7 we're prepared to award pending board approval  
8 this month for unit repairs. We have started  
9 solicitation for a second and -- for a total of  
10 about 54 units that we'll be repairing through  
11 the summer of this year. That will allow us to  
12 support relocation of residents from Dixie  
13 Homes. We are going to complete the  
14 landscaping that was suspended based on the  
15 weather. And I've decided to add that  
16 demolishing the fire-damaged building within  
17 this most recent solicitation for unit repairs,  
18 so that should allow us to demolish that  
19 sometime in the April to May timeframe.

20 This building here has some roof leaks,  
21 and we're going to take a look at that to see  
22 how we will repair it. It's currently  
23 administratively covered under the Cleaborn  
24 Homes number. You can see Cleaborn Homes got a

1 second pine (phonetically). That's for the  
2 area south of Georgia Avenue.

3 We do have a disposition application in  
4 this plan for the half acre south of Georgia  
5 and west of McKinley Streets where we will have  
6 30 units of single-family affordable housing  
7 home ownership program. That's what's going to  
8 be, as mentioned, below there led by our  
9 development partner.

10 There is another -- just short of an  
11 acre's worth of land on the east side of  
12 McKinley that fronts on Georgia Avenue. There  
13 was a single building there when TN 111  
14 existed. It's really not -- it's access to our  
15 use right now. It's hard to develop. It has  
16 more of a commercial application, so we're  
17 going to submit for HUD approval to sell that  
18 particular site.

19 Next, please. Barry Towers, where going  
20 to assess the exterior lighting. I just  
21 finished meeting with the consultant this  
22 morning about the design work required to  
23 repair the balconies that are deteriorating  
24 because of water, so they're going to be coming

1 in the next several weeks to assess, and  
2 through the summertime we should be able to fix  
3 the approximately 50 balconies or so that need  
4 repair.

5 At Venson Center we are looking at an  
6 ornamental awning. Not a lot of major work  
7 planned there.

8 At Graves Manor we have initiated  
9 demolition design already, and pending the  
10 identification of the funding, we will initiate  
11 demolition there sometime late this fall.  
12 Hopefully we will start our master planning for  
13 redevelopment there. We're looking at that  
14 site about 36 or so acres.

15 North of Fairway Avenue would be  
16 multifamily and possibly senior center. South  
17 would be a home -- combination or home  
18 ownership and single-family rental. Along  
19 South 3rd Street where we will be looking at  
20 possible commercial development. That will be  
21 a little different kind of site for us, but we  
22 think that's going to be a great opportunity.

23 Walter Simmons, I mentioned before we had  
24 approval from HUD to sell this. The city



1 submitted a bid and has withdrawn their bid.  
2 We're preparing to go back for -- out to the  
3 public for sale of that property.

4 Have no work scheduled for Jefferson  
5 Square.

6 At Horn Lake we are finalizing our  
7 revitalization concept. This will be the site  
8 that we will submit for our 2006 low income tax  
9 credit application. That would allow us to  
10 fund about 72 units at the Horn Lake. If we  
11 get the financing all worked out, we may be  
12 able to start that construction as early as the  
13 fall of 2006, but it may slip until the spring  
14 of '07 to start.

15 Montgomery Plaza, we have requested  
16 service from a design firm to look at site  
17 improvements. We know we need to fix the roof  
18 at the admin out there, and I've got a  
19 consultant, in fact, who I met with this  
20 morning on Barry. It's the same one that'll be  
21 looking at the roof repairs and/or replacement  
22 as required.

23 Borda Towers, common area -- first floor  
24 common area repairs.

1           Mr. Tate, I think Mike Robinson contacted  
2           you. He did confirm there was not asbestos in  
3           those pipes at the boiler room, which going to  
4           help ease our concern about how we would go  
5           about that. We've turned that particular pipe  
6           replacement back to operations. They're  
7           working that boiler room pipe replacement.

8           We are still continuing with some common  
9           area designs to work at the -- look at the fire  
10          stopping on the first floor above the ceiling  
11          line and the ventilation from the common  
12          restrooms on the first floor.

13          We will start sometime this fall the  
14          construction on 72 units in duplex fashion at  
15          Harold C. Ford Senior Villas. That's a tax  
16          credit funded project.

17          Next, please. Cypress Woods, we're still  
18          going to look at our finalization of our  
19          concept. We did have about 142 units planned  
20          and designed for that site. That would be our  
21          choice for a tax credit application for next  
22          year, so we're about a year out from finalizing  
23          that.

24          We will be submitting to HUD a disposition

1           action for Texas Courts. With their approval  
2           we would be selling that via public bid. Same  
3           thing with Alabama Plaza.

4           Okay. If could go to the next slide,  
5           please.

6           At Uptown we're going to continue the  
7           second and presumably the next third phrase of  
8           deals for family housing.

9           Crockett Place Apartments, they are in the  
10          process of leasing up right now 26 public  
11          housing units in an 84-unit complex. It was  
12          funded through tax credits. I might add that  
13          there were about 8 single-family lots on  
14          Hawkins Mill Road adjacent to the Crockett  
15          Place Apartments. That property has now become  
16          the possession of the Habitat for Humanity.  
17          Habitat for Humanity is going to be building  
18          this year single-family homes along Hawkins  
19          Mill Road in the affordable housing market.

20          Latham Terrace I mentioned briefly before  
21          is an elderly-designated site. It is in  
22          construction right now. Should be late fall of  
23          2006 for completion.

24          Next slide, please.

1           We're trying to close our loan  
2           documentation for the 40 public housing units  
3           associated with Fowler multifamily. They'll be  
4           finished late this fall on the same --  
5           basically the same area, just south of the  
6           Latham Terrace construction project.

7           Uptown scattered site rental, those houses  
8           are in construction as we continue. The senior  
9           center I mentioned briefly, 69 units. That'll  
10          get started later this year. And the  
11          University Place Senior Center, 118 units,  
12          completion next spring.

13          We do have -- we did receive two -- go  
14          ahead to the next slide, please.

15          We did receive two responses to our first  
16          solicitation for possible acquisition of  
17          properties around the city. The first one we  
18          don't think is going to suit our needs or the  
19          needs of residents. We haven't completed the  
20          evaluation of the second one. We will be --  
21          sometime during this year, we will have another  
22          solicitation out for other properties with  
23          potential acquisition by the housing authority  
24          to help us provide additional affordable

1 housing in the city.

2 That's a quick summary of all of what we  
3 have for this year in capital improvements.

4 I think, Luretha, you're next.

5 MS. PHILLIPS: I'm Luretha Phillips, and  
6 Bob has already covered all of our projects  
7 that concern multifamilies, so I'm just going  
8 to cover the rental side. I'm going to cover  
9 the home ownership program that the HOPE VI  
10 program will administer or coordinate rather.

11 Okay. For College Park we're happy to  
12 note that we've just finished our last 30 of  
13 the 70 homes that were Subphase 1 and 2. All  
14 those homes have been sold, the loans have been  
15 closed, so we have a completed development at  
16 College Park now.

17 We're looking at in the next year, in this  
18 '07 year -- '06. I was going into '07 -- a  
19 third phrase which we'll call Subphase 3.  
20 That's additional single-family home ownership  
21 that's off-site. We have about 12 lots that we  
22 can build up to 7 or 8 homes. It's west of the  
23 College Park site in the surrounding community.  
24 So we'll be looking at submitting a home

1 ownership program in the next couple of  
2 months -- 2 or 3 months to HUD to get approval  
3 for that.

4 We have the applicants -- the requirements  
5 for that program. The applicants must have  
6 completed the home ownership counselling  
7 program, just as we do for all of our home  
8 ownership programs. It's a requirement in  
9 order to purchase -- to qualify to purchase a  
10 home, you have to complete a home ownership  
11 counselling program.

12 For University, which is our next home  
13 ownership program, we have 68 single-family  
14 homes that will be built between 2007 and 2008.  
15 Those homes will be built on- and off-site of  
16 the old Lamar Terrace site.

17 For Uptown we're completing what we hope  
18 will be our final phase of single-family homes  
19 to be completed the first quarter of '07. The  
20 total program is 120 homes, so we have 2 phases  
21 left in order to complete the final phases of  
22 our home ownership program for Uptown.

23 Dixie Homes, we have -- it's off-site  
24 Dixie Homes. It's a development to be named,

1 but it's 30 single-family homes to be developed  
2 on vacant Cleaborn Homes property. We'll  
3 submit a home ownership program within the next  
4 two to three months to HUD to get their  
5 approval to develop that program. We were  
6 initially looking at a lease purchase, but  
7 we'll be looking at just a straightforward sale  
8 for those single-family homes.

9 Okay. Basically, the general requirements  
10 or the program guidelines to qualify for a HOPE  
11 VI subsidized home, we have city DPA assistance  
12 and/or you may also qualify the HOPE VI down  
13 payment assistance. City down payment is up to  
14 \$10,000 based on need. HOPE VI, those programs  
15 are different for different programs.

16 For College Park we were looking at a  
17 different down payment assistance structure,  
18 Uptown up to 33 percent, and yet to be  
19 developed for University, as well as Dixie  
20 Homes what the down payment -- the maximum down  
21 payment from HOPE VI will be. But there is  
22 with all these programs a minimum 1 percent  
23 down payment from the home buyer, and that's a  
24 minimum cash contribution from that home

1 owner's -- or excuse me, that buyer's own  
2 resources.

3 All of the programs must participate in  
4 RISE, the Save-Up program, and I'm sure you're  
5 familiar with the RISE Save-Up program, the  
6 resident's savings is matched two to one. You  
7 put in a dollar, the housing authority matches  
8 that two to one.

9 You can also purchase one of these homes  
10 through a Section 8 voucher. If you are a  
11 current Section 8 voucher holder, the  
12 requirements are a little bit different, a  
13 little bit lower for the Section 8 participant.  
14 The applicant income must not exceed 80 percent  
15 of area median income, and it is based on  
16 family size to qualify for the down payment  
17 assistance. Completion of the home ownership  
18 training program is a must for all of the  
19 programs and acceptable employment history and,  
20 of course, credit history because you have to  
21 qualify for a mortgage. And no buyer must  
22 be -- earn less than 30 percent of AMI.

23 MR. TATE: 30 percent of AMI?

24 MS. PHILLIPS: Yes. It's based on the



1 area median income for the Memphis and Shelby  
2 County area. I believe it's 57,300, but that's  
3 based on a family of 4. So that family must  
4 not earn less than 30 percent of AMI. And it  
5 is based on family size.

6 For Section 8, again as we mentioned, the  
7 families can convert their rental voucher --  
8 they must be a current certificate holder --  
9 into mortgage assistance. The adult head of  
10 household or the spouse must have been employed  
11 for one year. Employment requirements is  
12 waived for disabled families, those that  
13 qualify as a disabled family. The household  
14 income must be at least 14,100, and for  
15 disabled families it's lowered to 10,500. And,  
16 of course, you must complete the home ownership  
17 counselling program. The Memphis Housing  
18 Resource Center is the home ownership  
19 counselling provider for the housing authority  
20 and the Section 8 program.

21 So that's basically what we have in our  
22 home ownership program.

23 MR. WEBB: Yes. Again, my name is William  
24 Webb, and in the absence of Jacqueline Partee,

1           who is the director of human services, I will  
2           read the piece on community services --  
3           community service and self-sufficiency  
4           programs.

5                     Approximately 39 programs and services  
6           offered to residents and participants for case  
7           management, job placement, scholarships, home  
8           safety, health awareness, crime prevention, and  
9           more. Family self-sufficiency program  
10          participants read as follows: Public housing,  
11          94; Section 8, 48.

12                    The next slide deals with security,  
13          safety, and crime prevention measures. MHA  
14          continues to ensure public housing residents  
15          are safe by taking the necessary measures  
16          through security enhancements, cameras, fencing  
17          and gating, card access, as well as lighting.

18                    Greater cooperation between MHA and  
19          Memphis Police Department. Memphis Police  
20          Department has also established miniprecincts  
21          and neighborhood watches. MHA security now  
22          concentrates on monitoring criminal activities  
23          and, lease violations on the development.

24                    Turn it over to legal.

1 MS. CAMEL-SMITH: Public housing authority  
2 policies. The major MHA policies governing  
3 eligibility, selection, and admission. Number  
4 one, comments and request to change effective  
5 date of rent increase for change of income; and  
6 secondly, the SRA agreement will be executed at  
7 all developments.

8 Our lease agreement, there are no major  
9 changes that will occur within the lease  
10 agreement. There are two minor changes that  
11 have been incorporated into the lease. One is  
12 simply a typographical error that is being  
13 corrected, and the other is the deletion of the  
14 necessity of credit counselling. And, again,  
15 the SRA will be considered an addendum to the  
16 lease agreement.

17 For grievance procedures there have been  
18 no changes in our grievance procedures, just as  
19 there are no changes under the pet policy. We  
20 are required per the annual plan to submit a  
21 civil rights certification. The civil rights  
22 certifications are included in the public  
23 housing annual plan certifications and  
24 compliance with the public housing plan and

1 related regulations.

2 MR. PERRY: I think that concludes the  
3 staff's presentation. Are there any comments  
4 from the audience? Any questions that you  
5 have?

6 MR. SANDERS: Albert Sanders, Jefferson  
7 Square. I have a comment on the safety and  
8 crime prevention measures.

9 MR. PERRY: Uh-huh.

10 MR. SANDERS: It's talking about MHA  
11 continues to ensure public housing residents  
12 are safe by taking the necessary measurements  
13 for security enhancements, cameras, fencing  
14 gating and card access, and lighting. These  
15 things are not working in our developments, and  
16 especially in the towers. The vehicle gates  
17 haven't worked in more -- more than four  
18 months. Pedestrian gates don't work. The last  
19 set of residents that came -- the new  
20 residents, the cards don't work at the front  
21 door.

22 I personally went and bought me another  
23 telephone because when people come to visit  
24 you, my code was pound 0027. When I push 9,

1 the door doesn't open. And we -- we're having  
2 a problems with that. Now, I've been going  
3 around to all the residents, and the other  
4 thing that Captain Howard assured us that when  
5 you call 911 and the ambulance come to the  
6 towers, there's supposed to be a key box  
7 outside that door that they can use to come in.  
8 Someone has to go downstairs and let the  
9 ambulance service in, and this has become a  
10 problem because the people are calling me.

11 If you can't get your neighbor just fell  
12 last week, sprained her ankle, and she couldn't  
13 get up, she was in the bathroom. She did get  
14 to the phone and called 911 and got an  
15 ambulance service there. She called one of the  
16 residents, the residents call me, I got to get  
17 up -- which I don't mind, I'm going to do it --  
18 go downstairs and let the ambulance company in  
19 to let them come in and do what they need to do  
20 when you call 911. And it has become a --  
21 become a problem for the towers.

22 And we were at the -- that meeting at the  
23 fire museum and we talked to Captain Howard  
24 about it, and he assured us that this is

1           happening. And I'm here to tell you, that is  
2           not happening at all.

3           MR. WEBB: Again, my name is William Webb,  
4           asset management director. Let me address the  
5           issue for the 911 calls and the ambulance and  
6           fire department. When capital improvement set  
7           up the security gate system, we went back after  
8           we initially set it up and had a call box set  
9           up or, shall I say, a meter box set up to where  
10          both the fire department and the ambulances  
11          have the ability to use a key to open the box  
12          to allow themselves access from the gate.

13          Now, why they're not doing that, I can't  
14          answer that. But that piece is set up. It  
15          does work. Some of the lieutenants on the fire  
16          department utilize it and apparently some  
17          don't. I've address that concern with Captain  
18          Howard, and we've actually expressed that  
19          concern. He shared their concern with the fire  
20          marshal and the lieutenants and will continue  
21          to reiterate that to them and let them know  
22          that they do have the means, that they take  
23          their key out and use the box to allow  
24          themselves to get in.

1           MR. SANDERS: And the reason why I'm  
2           addressing that because after we met at that  
3           meeting down to the fire museum, this has  
4           happened twice. And my vice-president had to  
5           go out and she had cardiac surgery, and I had  
6           to go out and let them. I mean, we just want  
7           to know why it is not happening.

8           And the other question is, we do have  
9           residents and, like I said, they are new  
10          residents and their card is not letting them  
11          get into the door, and we're having problems  
12          with the front door, and those cards are not  
13          working.

14          MR. WEBB: Okay. The cards do work.  
15          Unfortunately, we have had some problems with  
16          the technical aspects of the call system --  
17          card access system. It's actually two  
18          components. There's a call box and then  
19          there's a card access. And we have over the  
20          last probably several months to a minimum had  
21          to have the vendor out to make, you know, some  
22          repairs, and we just continue to work with the  
23          vendor on this -- on this equipment.

24          MR. TATE: Victor Tate, Paul Borda Towers.

1 I concur with Mr. Sanders because it was about  
2 35 new move-ins since about September --

3 MR. WEBB: Uh-huh.

4 MR. TATE: -- and none of those people  
5 have access to where somebody can call them to  
6 get in. There is no way -- I mean, the people  
7 on the desk have a problem. They're constantly  
8 getting up, letting them in. People get ready  
9 to come in, then they'll get mad at -- why  
10 can't y'all get up and let us in, and -- I  
11 mean, it's beginning to become a problem  
12 because -- some of the people just having a bad  
13 problem. Those cards does not work.

14 And the calling is not working. I mean,  
15 from management they say they can't get into  
16 the system, you know. Mine hasn't worked -- at  
17 my -- at my building. I can only speak for  
18 mine. Mine has not worked since last August.

19 MR. WEBB: Have you addressed that with  
20 your manager?

21 MR. TATE: Yes, I have. And --

22 MR. WEBB: Okay. When was the last time  
23 you addressed that with your manager?

24 MR. TATE: I addressed it -- the last time



1 I addressed it was in December.

2 MS. CAMEL-SMITH: Are there any more  
3 questions?

4 MR. SANDERS: I have a -- I have another  
5 one. If I heard right about the policies, was  
6 said about changing of the leases, I know  
7 statement was had credit counselling.

8 We don't have credit counselling, we have  
9 not had it. And there's a new thing on that  
10 new lease, it has housekeeping there. I don't  
11 think the residents have looked at that  
12 closely. There are some items in the  
13 housekeeping, I don't like it as city-wide  
14 president.

15 It states that you're going to be  
16 responsible for the halls -- the walls, the  
17 halls, and the stairwells. We do have some  
18 elderly people in the towers. I know it's  
19 totally impossible for them to do those walls  
20 out in the hall, to keep those halls clean, and  
21 to do those stairwells.

22 I think we need to look at that policy  
23 real close. And the other one about credit  
24 counselling. For instance, if I was behind in

1 my rent, I need to be able -- someone needs to  
2 talk to me about that credit counselling. We  
3 don't have that component in place.

4 We had a young lady doing that a couple of  
5 years ago, and she no longer works here. We  
6 need to have that component in place if it's  
7 going to be a part of the plan, which we don't  
8 have right now. And they need to look at that  
9 part of that housekeeping solution because I  
10 know we got mixed ages in those towers, and  
11 especially people in the low-rises, too. But  
12 I'm saying to ask resident so far as those  
13 hallways and those stairwells, elderly people  
14 can't do it, and I'm elder myself.

15 I know we need to get on them about  
16 keeping these apartments clean, but if we begin  
17 to do the halls and the stairwells, what work  
18 is the maintenance people going to do in those  
19 buildings, especially those towers?

20 MR. WEBB: Again, my name is William Webb.  
21 I will have to address the paragraph regarding  
22 halls and stairwells on that --

23 MR. SANDERS: Yes, sir.

24 MR. WEBB: -- but I do want to address the

1 rental piece in terms of the credit  
2 counselling. Years ago there was a employee  
3 who did work for human services who kept up  
4 with the -- or participated and headed that  
5 credit counselling. I think that program has  
6 been gone for about three years now, but in its  
7 place, in speaking for Ms. Partee, she does  
8 work with the residents who have been  
9 identified as having, you know, problems paying  
10 their rent. I know that they work with, you  
11 know, the residents and try to find payees and  
12 do whatever they can to assist. And, of  
13 course, she would be able to elaborate a lot  
14 more in that area.

15 MS. CAMEL-SMITH: Let me add to Mr. Webb's  
16 comments. Currently under the lease of that  
17 criteria or that requirement has been  
18 eliminated since we have not clearly identified  
19 an individual to perform that task in terms of  
20 credit counselling.

21 On your other comment regarding  
22 housekeeping, that is something that the  
23 housing authority can surely take under  
24 advisement.

1           MR. SANDERS: Yes, ma'am. I understand  
2 both of you-all -- and I'm Albert Sanders  
3 again -- but under the credit counseling, if  
4 this is headed by Ms. Partee, the residents  
5 needs to know this. And I'm speaking for all  
6 the residents. I've gone to all of these  
7 other -- these people don't know this. They  
8 don't know we have someone. And when you put  
9 something in place, you must let the residents  
10 know this. And that's why I'm bringing it up  
11 because we don't know that.

12           MS. CAMEL-SMITH: Right.

13           MR. SANDERS: And from time to time we  
14 have people who are behind in their payments,  
15 and they don't really know it. And -- and the  
16 reason why I'm bringing it up because I don't  
17 know it. As city-wide president, I have to  
18 go -- my job is to go around from these  
19 developments to see what's going on.

20           And the people don't know it, and we're  
21 beginning to ask questions, and we're trying to  
22 get over to them about the community service,  
23 about the housekeeping. And I remind these  
24 people every month, the thing we do as

1 housekeeping. I just left Venson yesterday to  
2 go over these components with these people, and  
3 they don't know it, and they don't really  
4 understand it. That's why I'm bringing it up  
5 this morning.

6 MS. CAMEL-SMITH: Okay. Thank you. Any  
7 other questions? If there are no other  
8 questions, that concludes our public hearing.

9 Thank you. We appreciate your participation.

10 (WHEREUPON, THE HEARING CONCLUDED AT APPROXIMATELY 11:00  
11 A.M.)

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C E R T I F I C A T E

STATE OF TENNESSEE:

COUNTY OF SHELBY:

I, L. Brittiny Mays, Court Reporter and  
Notary Public, Shelby County, Tennessee,  
CERTIFY:

The foregoing proceedings were taken before me at  
the time and place stated in the foregoing styled cause with  
the appearances as noted.

Being a Court Reporter, I then reported the  
proceedings in Stenotype, and the foregoing pages contain a  
true and correct transcript of my said Stenotype notes then  
and there taken.

I am not in the employ of and am not related to  
any of the parties or their counsel, and I have no interest  
in the matter involved.

I further certify that in order for this document  
to be considered a true and correct copy, it must bear my  
original signature and that any reproduction in whole or in  
part of this document is not authorized and not to be  
considered authentic.

Witness my signature this the 31st  
day of March, 2006.

---

L. BRITTINY MAYS, Court Reporter

1 MEMPHIS HOUSING AUTHORITY ANNUAL FIVE YEAR PLAN

2 MEETING WITH RESIDENT PRESIDENTS

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9 SITE: MEMPHIS HOUSING AUTHORITY

10 FEBRUARY 3, 2006

11 9:00 A.M.

12

13

14 PRESENT FROM MEMPHIS HOUSING AUTHORITY:

15 ROBERT KURTZ

16 GREGORY PERRY

17 VERNUA HARAHAH

18

19

20

21

22 L. BRITTINY MAYS, COURT REPORTER

23 ALPHA REPORTING CORPORATION

24 100 NORTH MAIN BUILDING, LOBBY

MEMPHIS, TENNESSEE 38103

901-523-8974

1 MR. KURTZ: Good morning, everybody.

2 THE BOARD: Good morning.

3 MR. KURTZ: I'm Bob Kurtz, the director of  
4 capital improvements here at the housing  
5 authority, and I appreciate you taking the time  
6 out of your meeting to allow me to come and  
7 discuss the annual plan and the five-year plan.

8 As you know, this is an annual process the  
9 housing authority goes through. It's our goal  
10 to obtain resident input, and we certainly rely  
11 heavily on the residents' input as we help  
12 change the nature of public housing in the city  
13 of Memphis. We've made a lot of changes over  
14 the last few years, and we still got a lot to  
15 go.

16 I was just out earlier this morning  
17 walking -- or driving along Crump Boulevard,  
18 and we've got mud on one end there right by  
19 Lamar Terrace, and we've got mud on the other  
20 end, Fowler Homes, both of those former public  
21 housing sites, and within the year you're going  
22 to see the new structures rise out of the  
23 grounds, and that's part of the big change that  
24 we're working here.



1           The plan that we're reviewing is at the  
2           public library for comment. It's here at the  
3           central office in the personnel for human  
4           services -- human resources department. And we  
5           have officially opened up the public comment  
6           period. I believe it ends the 15th of March  
7           or thereabouts.

8           The comments should be submitted in  
9           writing. We will be taking notes here as you  
10          know so that we can capture your input and help  
11          the staff review those plans, proposals and  
12          incorporate that into any changes that need to  
13          be made into the proposed plan before we submit  
14          it to HUD.

15          There is a additional public hearing. The  
16          last word I had was the 15th of March  
17          followed up by approval tentatively scheduled  
18          the 23rd of March of this year before  
19          submittal to HUD. HUD then has 75 days to  
20          review it and approve it prior to the start of  
21          the housing authority's fiscal year that starts  
22          on the first of July.

23          I'm going to cover the major initiatives  
24          we have underway in the short-term and in the

1 long-term to give you an idea of where we're at  
2 and where we're going.

3 First of all, we have just awarded a  
4 contract to do a physical needs assessment of  
5 all of the properties, both MHA-managed  
6 properties and privately-managed properties.  
7 The purpose of that is to obtain an outsider's  
8 perspective on required improvements that need  
9 to be made at the various sites.

10 This was an old process, a process  
11 previously required under the capital grant  
12 program. It was eliminated when HUD moved to  
13 the capital fund program. However, when we as  
14 the authority asked to go into a capital  
15 financing plan with HUD, they asked that we do  
16 this kind of physical needs assessment as a  
17 check and balance on the proposals we were  
18 giving them for development. We're going  
19 through with this process.

20 Included within that, this physical needs  
21 assessment at each of the sites, is going to be  
22 a seismic analysis of each of the high-rises.  
23 As you probably know, we live on or near the  
24 New Madrid fault, which is of a concern for

1           everybody. It's been listed, and you've seen  
2           about it in the paper. So we want to see what  
3           our structures look like and what could be done  
4           to try and stabilize them or develop whatever  
5           other options that we need to address the  
6           situation at the high-rises.

7                     We also have an energy audit underway  
8           right now with the associated utility study.  
9           That, as I understand, is --

10                    Mr. Sanders, would you mind turning the  
11           air conditioner on just a little bit. It's  
12           getting just a little warm. Thank you.

13                    The energy audit is underway with utility  
14           allowance study at both the MHA-managed and the  
15           privately-managed sites. Once we get the  
16           results of that audit, what we'll do is we'll  
17           put it out for public comment. I believe it's  
18           a 60-day public comment period.

19                    Following that, we would bring in that to  
20           the -- to the MHA board for review and  
21           approval, and that would be implemented on the  
22           residents' rent based on those new utility  
23           allowances.

24                    Hello, there.

1           Mr. Perry will bring in the copies of all  
2 of the briefing slide pack that you saw last  
3 time. I did provide to him input in a bullet  
4 form to identify all the projects that I'm  
5 going to discuss now at each of the various  
6 sites. I did want to highlight before I go  
7 into each site, though, a major focus for this  
8 year is going to be the development of senior  
9 centers.

10           Last year we did submit and obtain HUD  
11 approval for elderly designation of three new  
12 sites that will be constructed, and also  
13 approved extension on the existing elderly-only  
14 designation for College Park. As you know,  
15 College Park has 80 units of senior-only  
16 housing.

17           We have in construction now another  
18 80-unit senior center at Old Fowler Homes.  
19 That will be known as Latham Terrace. We have  
20 the site preparation underway right now for  
21 construction of 118-unit senior center at  
22 University Place, former Lamar Terrace. In  
23 addition, we're finalizing the plans for the  
24 construction of the 69-unit senior center in

1 the Uptown area.

2 So you add that up, that's 267 new  
3 elderly-only designated sites within the next  
4 15 months, in addition to the 80 already at  
5 College Park.

6 Jackie Partee is going to be working with  
7 William Webb and the various private management  
8 companies as we work towards lease-up on those  
9 facilities, so that will be something over the  
10 next six months or so you'll want to keep an  
11 eye on and see where that goes.

12 And let me go through the various sites  
13 and let you know what we have proposed are  
14 underway. At Lamar Terrace, University Place,  
15 I mentioned 118 senior center. I believe it's  
16 about 80 -- excuse me, 90 public housing units  
17 of that 118. It's got a prominent position  
18 right at the front of the development on Lamar  
19 Avenue.

20 MS. HALL: Denise Hall, Dixie Homes. In  
21 all, how many units will you have for low  
22 income?

23 MR. KURTZ: At University Place?

24 MS. HALL: University Place.

1           MR. KURTZ: Let me see if I've got it  
2 here. Got 82 in the senior center, 44 family  
3 rental, and 24 in the third phase of family  
4 rental. So that's, what, 130 right there. And  
5 then some of these non-ACC units are tax  
6 credit, which are also affordable housing.

7           MS. HALL: Okay.

8           MR. KURTZ: The first phase, as I  
9 mentioned, is that senior center. Lease-up's  
10 supposed to begin next spring.

11          MS. HALL: Okay. Denise Hall, Dixie  
12 Homes.

13          MR. KURTZ: Uh-huh.

14          MS. HALL: In Uptown and in Greenlaw,  
15 y'all have senior citizens.

16          MR. KURTZ: The Uptown, we're just  
17 submitting for -- the plans for the senior  
18 center to be built there, 69 units. That will  
19 be through this summer when construction would  
20 start.

21                 Greenlaw, I don't -- is not an  
22 elderly-only designated site, but there are 22  
23 public housing units there of the 88 in the --

24          MS. HALL: What about Metro?

1 MR. KURTZ: The Metropolitan --

2 MS. HALL: Metropolitan.

3 MR. KURTZ: There are 114 units there. I  
4 didn't bring my chart. I don't recall the  
5 exact number. I'll have to get that for you.

6 MS. HARAHAAN: What is it usually,  
7 30 percent?

8 MR. KURTZ: We typically go anywhere from  
9 30 to 50 depending on the amount of federal  
10 money that the housing authority invests in the  
11 site.

12 MS. HARAHAAN: So 30 percent of the 114  
13 would be probably the most appropriate for that  
14 site.

15 MR. KURTZ: Yeah. I will -- I tell you  
16 what: I will go back and confirm because I've  
17 got the chart downstairs.

18 MS. HARAHAAN: Okay. Do you need me to  
19 call somebody to get it up here?

20 MR. KURTZ: No, no.

21 MS. HARAHAAN: Okay.

22 MR. KURTZ: I'll get it.

23 MS. HARAHAAN: And I'll just mail it to  
24 you.

1 MS. HALL: Denise Hall. For what I  
2 thought the 30 percent was all the units  
3 combined.

4 MS. HARAHAAN: It depends. It's all the  
5 combined, or if they put it in the application,  
6 they would do 30 percent of certain types of  
7 designated units, whether or not there were  
8 going to be single-family scattered sites or  
9 whatever. It depends on what they specified in  
10 the application.

11 MR. KURTZ: Yeah. Each of the  
12 developments is handled by phases based on the  
13 availability of funding from the various  
14 sources, whether it's federal, whether it's  
15 city, whether it's private mortgage, or whether  
16 it's low income housing tax credits that come  
17 in from THDA.

18 Yes, sir.

19 MR. SANDERS: Albert Sanders, Jefferson  
20 Court Square. What this all -- what we was  
21 trying to get at, within that 30 percent, what  
22 we've been listening at, it's never anything  
23 designated for the seniors.

24 MR. KURTZ: Right.



1           MR. SANDERS: And we knows we got a lot of  
2 people in the towers who want to come out of  
3 them.

4           MR. KURTZ: Uh-huh.

5           MR. SANDERS: That's what I'm saying.

6           MR. KURTZ: Okay. I understand that  
7 comment. The --

8           MR. SANDERS: It's like when you're coming  
9 back. And the way it looks like they're  
10 bringing them back within -- within that  
11 30 percent, they're not including those  
12 seniors.

13           MR. KURTZ: Uh-huh. Well, what -- seniors  
14 aren't -- it's not an exclusive occupancy in  
15 the Metropolitan or Greenlaw. They're a  
16 specific -- there's a specific process the  
17 housing authority has to go through to obtain  
18 an elderly-only designation, and it has to be  
19 done in accordance with the market study to  
20 show the demographics support that.

21           Consequently, we've done some developments  
22 that are senior-only, and we have others that  
23 are your general mixed population based on  
24 income. So that's why this past year we went

1 in and got designation extension for College  
2 Park because that, we believe, has been a good  
3 facility.

4 We've got elderly-only designation to go  
5 into the former Fowler site on that one  
6 building of two phases. There's two phases to  
7 Fowler. One phase will be elderly-only. For  
8 University Place, the first phase again is  
9 elderly-only.

10 MR. SANDERS: All right.

11 MR. KURTZ: And then in this case, in  
12 Uptown, it's the latter phase. The housing  
13 authority looked at the way things were going  
14 in Uptown. Some of the issues with acquisition  
15 of land and timing to determine the best  
16 approach, rather than doing more scattered, was  
17 to put together a senior center there.

18 MR. SANDERS: All right. Thank you.

19 MS. HALL: I have a question. Denise Hall  
20 with Dixie Home. We have the seniors. We have  
21 low income. What about disabled? How do y'all  
22 qualify those?

23 MR. KURTZ: Thank you for that question.  
24 Disabled is a major concern for us. We have

1 worked with the center for independent living  
2 on a variety of issues over the last several  
3 years. Every new development that we put in,  
4 anytime there's any federal funding that goes  
5 into it, we are required by law to make  
6 5 percent of the units fully  
7 handicapped-accessible. And additional  
8 2 percent --

9 MS. HALL: I mean, well, all -- all -- all  
10 disabled are not handicapped. I'm disabled. I  
11 don't -- I don't need a wheelchair.

12 MR. KURTZ: Well, let me address that in  
13 two -- the second part. We have the 5 percent  
14 requirement, which is typically your  
15 handicapped-accessible requirements for  
16 wheelchair, okay. But not in total. And the  
17 other is an additional 2 percent requirement  
18 for audiovisual-impaired. That goes into the  
19 new construction.

20 Beyond that, the housing authority has a  
21 responsibility to provide reasonable  
22 accommodation. If you have a certain handicap  
23 condition, disabled condition, then you have  
24 -- you have the right to present to the

1 management your request for specific actions to  
2 meet your condition. And then the housing  
3 authority has a responsibility to review that  
4 and make some type of reasonable accommodation.  
5 And that can be a variety of issues. Depends  
6 on what your particular disability or handicap  
7 is.

8 MS. HALL: I mean, I'm looking at all of  
9 the programs that MHA has.

10 MR. KURTZ: Uh-huh.

11 MS. HALL: But you have for handicapped.

12 MR. KURTZ: Uh-huh.

13 MS. HALL: Handicapped and disabled  
14 totally two different status of people.

15 MR. KURTZ: Uh-huh.

16 MS. HALL: I'm handicap. I'm disabled,  
17 but I'm not handicapped.

18 MR. KURTZ: Uh-huh.

19 MS. HALL: I don't need a handicap  
20 building.

21 MR. KURTZ: I understand.

22 MS. HALL: But y'all -- I mean, it's  
23 nothing that this agency does for disabled.  
24 5 percent of 900 units is what?

1           MR. KURTZ: 5 percent of 900 units --  
2 well, 10 percent will be 90, so it's 45.

3           MS. HALL: 45 units for the disabled.

4           MR. KURTZ: Uh-huh.

5           MS. HALL: Is that fair?

6           MR. KURTZ: Well, that is what the law  
7 requires us to do, and we're going to provide  
8 for compliance with all federal laws, and then  
9 with our development process. If you have a  
10 specific disability, it's incumbent upon you or  
11 any other resident who has a disability to  
12 bring that disability to the attention of  
13 management to seek a reasonable accommodation.

14           And I would encourage you to use those  
15 very terms of "reasonable accommodation" to  
16 your disability. That establishes a legal  
17 requirement for the agency to look at that  
18 disability and determine what measures could be  
19 used to help you in that disability.

20           We can't build every unit to accommodate  
21 every disability in the world because we don't  
22 know what they are, and we don't know how  
23 different people would respond to that. But we  
24 do meet the federal standard for a 5 percent

1           handicapped-accessible, 2 percent audiovisual,  
2           and we are requiring --

3           MS. HALL: Excuse me, what you mean by  
4           audiovisual?

5           MR. SANDERS: Be hearing and sound.

6           MR. KURTZ: Sight and sound. Sight and  
7           sound.

8           MS. HALL: And when did y'all start doing  
9           that?

10          MR. KURTZ: We've been doing that for some  
11          time. When you have -- partic- -- the biggest  
12          thing is when you look at the fire alarm  
13          systems --

14          MS. HALL: Uh-huh.

15          MR. KURTZ: -- and you see the flashers,  
16          that's an audio --

17          MS. HALL: Yeah.

18          MR. KURTZ: -- measure that we take  
19          because some people can't hear --

20          MS. HALL: Okay.

21          MR. KURTZ: -- and that's one of the  
22          accommodations. That's part of the 2 -- that  
23          basically is the 2 percent requirement in the  
24          fire alarm system.

1 MS. HALL: Now, the only development I  
2 seen those in Smith Homes.

3 MR. KURTZ: Uh-huh.

4 MS. HALL: Do you have them in your  
5 development, Rosie?

6 MS. MEREDITH: Uh-huh.

7 THE BOARD: We have them.

8 MS. HALL: You have them in the  
9 high-rises. What about the low-rises?

10 MR. KURTZ: They are put in -- they are  
11 put in 2 percent of the units in new  
12 construction. Now, the housing authority does  
13 maintain a list of the handicapped-accessible  
14 units. Supposed to have 2 percent units -- I  
15 can't confirm whether those units are present  
16 on the site right now in every development. I  
17 don't know that, but I will discuss that with  
18 Mr. Webb.

19 MS. BAKER: Good morning, Mr. Kurtz. I'm  
20 Beverly Baker --

21 MR. KURTZ: Hi.

22 MS. BAKER: -- why are there some  
23 residents that are unhandicapped living in  
24 handicapped-accessible units in Cleaborn?

1           MR. KURTZ: I'm going to have to defer  
2           that to Mr. Webb. I don't -- I'm not in charge  
3           of the occupancy policy. I do -- I can say  
4           that because we in capital improvements have  
5           done multiple repairs on many units, sometimes  
6           we've -- sometimes units are repaired, and if  
7           they're not occupied, they get vandalized, and  
8           I think they may be part of management's  
9           strategy to minimize the loss by putting  
10          someone into a unit to make sure it doesn't get  
11          vandalized.

12          Knowing that, that individual has --  
13          presumably signs an understanding that they  
14          would be relocated if somebody with a handicap  
15          need says, I need to use a -- I need a handicap  
16          unit. And that's just my conjecture on, I  
17          think, how operations handles that.

18          MS. BAKER: Okay.

19          MR. KURTZ: Okay. Any other question  
20          before I go back into where we're at on  
21          University Place?

22          Okay. We've got a lot of demolition  
23          projects underway at University Place. If you  
24          have an opportunity today and over the next



1 couple of weeks, you're going to see the former  
2 Baptist rehab hospital get demolished. We're  
3 going to be finishing the demolition of the old  
4 Memphis Furniture Factory as you move westward,  
5 and we've already completed the demolition of  
6 the 601 Dudley Big A Auto Parts warehouse.

7 All those demolitions are in advance of  
8 second and third phases of University Place.  
9 So all told, you know, we -- you know, it's  
10 close to 400 something units that are going to  
11 be built at University Place between I-240 and  
12 east along the south side of Crump.

13 MS. HALL: Excuse me, Denise Hall.

14 MR. KURTZ: Uh-huh.

15 MS. HALL: So what are you -- what you're  
16 saying is that when -- where the Baptist Rehab  
17 was, y'all going to build houses --

18 MR. KURTZ: That's right.

19 MS. HALL: -- in that area, too.

20 MR. KURTZ: That's right. That's part of  
21 the whole --

22 MS. HALL: So we're going all the way from  
23 Lamar just about -- not Lamar, from the  
24 interstate --

1 MR. KURTZ: Uh-huh.

2 MS. HALL: -- back to East Street.

3 MR. KURTZ: Correct.

4 MS. HALL: So in that phase we have 400  
5 units --

6 MR. KURTZ: Uh-huh.

7 MS. HALL: -- and a hundred and how many  
8 units goes to --

9 MR. KURTZ: 118 are in the senior center.

10 MS. HALL: Senior center, 118.

11 MR. KURTZ: And 82 of those are public  
12 housing. The rest are -- 36 units are  
13 affordable housing governed by the tax credit.

14 MR. TATE: I thought you said that 80  
15 units was for seniors only.

16 MR. KURTZ: 82.

17 MS. HALL: Well, I'll go for 200 since I'm  
18 looking at -- if you got 400 units, at least  
19 half of it should go to low income and senior  
20 citizens units. So would, really, houses.

21 MR. KURTZ: On a family rental, which is  
22 the next phase, there are 44 ACC units -- that  
23 means public housing -- 108 nonpublic  
24 housing -- some of those are going to be

1           affordable, but they're all rental -- for a  
2           total of 152.

3           MS. HALL: There will be no ownership.

4           MR. KURTZ: There will be a phase of --  
5           two phases of home ownership for a total of 68  
6           units. That's some of the later phases of the  
7           grant. And Phase 3 is a 24 public housing, 126  
8           nonpublic housing, for a total of 150.

9           MS. HALL: I see they have broke that  
10          ground over there. When are you going to start  
11          building?

12          MR. KURTZ: The site preparation work is  
13          underway right now for the senior center, and  
14          we're expecting to close with HUD on all the  
15          documentary -- documents necessary for the  
16          construction of the senior center, we should  
17          close within two weeks. I think the 14th is  
18          the scheduled date for closing with HUD.

19          Once they have approval, our development  
20          partners have solicited for a general  
21          contractor to actually build the structure.  
22          Within 60 days you should see the foundation in  
23          on that building.

24          Okay. That's University Place. We've got

1 a lot going on there.

2 MR. TATE: Excuse me.

3 MR. KURTZ: Yes, sir.

4 MR. TATE: My name is Victor Tate from  
5 Paul Borda Towers.

6 MR. KURTZ: Uh-huh.

7 MR. TATE: Of all the sites, you only have  
8 four sites that's going to have senior citizen  
9 facilities on it?

10 MR. KURTZ: At the present time, right.  
11 That's what we have. We're looking at other  
12 options as well but not necessarily in this  
13 plan year. We're in discussion about how we're  
14 going to develop Graves Manor. One of the  
15 things we're considering is putting a senior  
16 center at Graves Manor. We have about 36 acres  
17 of land there.

18 We had talked about doing -- building a  
19 senior center perhaps at Horn Lake Heights on  
20 Horn Lake Road in southwest Memphis. We're  
21 considering how we might develop some  
22 senior-type housing facilities in the Cleaborn  
23 Homes/Foote Homes area, but none of that is  
24 -- we don't have any definitive plans on that

1           yet. It's just thinking through how we would  
2           go about that, where we would get the  
3           appropriate funding to do it.

4                     Right now we're -- now, capacitywise  
5           there's only so much -- so much funding  
6           available at a given time, and what we're doing  
7           now is putting in the senior centers at those  
8           locations where we've already demolished older  
9           facilities.

10                    MR. TATE: So you're saying, in other  
11           words, that in all the planning that we've done  
12           in building all these sites and stuff, we  
13           really never planned in the senior citizens.

14                    MR. KURTZ: No, that's not true. As I  
15           mentioned at the start, we did have all along  
16           intention of putting the senior center at  
17           Fowler, and that's what we're doing right now.  
18           We did have intention of putting the senior  
19           center at Lamar Terrace. That's what we're  
20           doing right now, and both of those are the  
21           first phases of those particular developments.

22                    Uptown is an addition that wasn't in the  
23           original, but we went back and reconsidered and  
24           determined that putting a senior center in

1 Uptown was advantageous to the resident  
2 population, and so we thought that would be a  
3 way to go.

4 So we have those three plus the College  
5 Park already have been built, so -- you know,  
6 we -- that's 260 units within the next 15  
7 months of elderly-only coming online, which I  
8 think speaks well to the direction we're going  
9 and the investment of money that we're making  
10 towards seniors in the community. We're not  
11 done yet, but we're on the way.

12 MS. HALL: Denise Hall with Dixie Homes.  
13 Now, Dixie, when they -- when they redo  
14 Dixie --

15 MR. KURTZ: Uh-huh.

16 MS. HALL: -- which we had -- I think the  
17 letters came out Monday --

18 MR. KURTZ: Uh-huh.

19 MS. HALL: -- in order to take Section 8,  
20 your eligibility. Will they have senior  
21 citizens there?

22 MR. KURTZ: There's not a specific -- to  
23 the best of my knowledge, there's not a  
24 specific elderly-designated-only phase.

1 MS. HALL: Okay.

2 MR. KURTZ: Doesn't mean an elderly person  
3 can't stay there.

4 MS. HALL: I know that, but what I'm  
5 saying --

6 MR. KURTZ: Okay.

7 MS. HALL: -- will you have handicap --  
8 you will have handicapped-accessible units.

9 MR. KURTZ: Everywhere, yes.

10 MS. HALL: But you won't have a senior  
11 citizen building.

12 MR. KURTZ: Correct. There won't be an  
13 exclusive senior-citizen-only to the best of my  
14 knowledge at the present time.

15 MS. HALL: Okay. In the surrounding areas  
16 of Dixie Home, like Ayers Street --

17 MR. KURTZ: Uh-huh.

18 MS. HALL: -- Decatur --

19 MR. KURTZ: Uh-huh.

20 MS. HALL: -- Merriwether --

21 MR. KURTZ: Uh-huh.

22 MS. HALL: -- who owns that property, and  
23 what are they going to do with that property  
24 because it's just -- I mean, I can understand

1           that we're putting beautiful units in Dixie  
2           Homes, but what about the surrounding areas?  
3           Those are the areas that need to be worked on.

4           MR. KURTZ: Right. And that is a bigger  
5           -- that's a big question. What we talked  
6           about --

7           MS. HALL: Now, y'all took Lamar  
8           Terrace -- y'all bought the whole surrounding  
9           areas of that development.

10          MR. KURTZ: Uh-huh.

11          MS. HALL: It going to look pretty over  
12          there because you bought the entire area.

13          MR. KURTZ: Uh-huh.

14          MS. HALL: To fix it up.

15          MR. KURTZ: Right. Well, everybody here's  
16          familiar with the City of Memphis funding  
17          situation and the difficulty at the present  
18          time with cash in the city. All of those  
19          acquisitions at the Baptist hospital, the  
20          Memphis Furniture, the Big A Auto Parts, all of  
21          those, as well as the demolition along those  
22          properties, all of those were paid for or will  
23          be paid for from the City of Memphis  
24          contribution to the Hope VI application



1 process.

2 The City of Memphis was not able to  
3 contribute the same amount of capital to the  
4 Dixie Homes application as they were to the  
5 University Place. So there's only so much --  
6 you know, we -- I agree with you, we would like  
7 to have been able to acquire more land around  
8 Dixie homes. It wasn't feasible financially.

9 The other part of it is when the  
10 applications are submitted to HUD, there's  
11 specific criteria that HUD has on what you can  
12 do or what is eligible and how you can  
13 structure your proposal.

14 For example, if you were going to build  
15 home ownership, you have to -- you have to show  
16 evidence of control of the land when the  
17 application goes in. Well, if you have to show  
18 that you own the land or have a right to own  
19 the land when the application goes in and you  
20 only have 60 days to submit your application,  
21 there's a limited time to be able to say, Well,  
22 we want to buy that piece of property and that  
23 piece of property, make sure you've got the  
24 money to do it, make sure it's environmentally

1 sound to make that purchase. There wasn't  
2 enough time, and there wasn't enough resources  
3 to be able to buy lands adjacent to Dixie  
4 Homes.

5 Thankfully, because we own the area in  
6 Cleaborn Homes south of Georgia Avenue, we  
7 already owned that property. We were able to  
8 include that within the Dixie Homes application  
9 as the home ownership phase. So that is in  
10 fact going to be the first phase of the Dixie  
11 Homes grant implementation is the construction  
12 of 30 single-family home ownership units at  
13 Cleaborn Homes TN111.

14 I agree with you, and I know a lot of  
15 other people in the community are concerned  
16 about the areas adjacent to the Dixie Homes  
17 area, and hopefully --

18 MS. HALL: I mean -- I mean --

19 MR. KURTZ: -- we'll be able to raise  
20 capital to be able to do something about it.

21 MS. HALL: What I'm looking at, in every  
22 development that has been renovated --

23 MR. KURTZ: Uh-huh.

24 MS. HALL: -- the land was bought around.

1           Just like Greenlaw. They put -- put new  
2           houses --

3           MR. KURTZ: Uh-huh.

4           MS. HALL: -- renovated those houses all  
5           around that area.

6           MR. KURTZ: Uh-huh.

7           MS. HALL: They have bridges, they have  
8           the bus station right there. Everything is new  
9           there.

10          MR. KURTZ: Uh-huh.

11          MS. HALL: But Dixie going to have  
12          beautiful units --

13          MR. KURTZ: Uh-huh.

14          MS. HALL: -- and when you walk out your  
15          door, what are you going to be looking at? A  
16          parking lot --

17          MR. KURTZ: Uh-huh.

18          MS. HALL: -- some broke-down apartments,  
19          and interstate.

20          MR. KURTZ: Well, and I don't know if I  
21          brought it up here. Let me see if I can get  
22          -- a lot of it depends on the availability of  
23          funds and what you're able to do with the  
24          resources that you have at the given time.

1 MS. HALL: It's some -- it's some  
2 apartments being built on -- on -- on Decatur.  
3 Who own those units?

4 MR. KURTZ: Probably Mr. Bueller.

5 MS. HALL: Uh-huh.

6 MR. KURTZ: I'm thinking it's Mr. Bueller.

7 MR. SANDERS: They bought the property  
8 down there.

9 MS. HALL: Yeah. Now, he come in just in  
10 time to get some Section 8 vouchers.

11 MR. KURTZ: Yeah. Well, you know, and  
12 that's part of the private enterprise business.  
13 We can't control everything that happens in the  
14 city of Memphis.

15 MS. HALL: Well, do he own any other  
16 property besides the one on Decatur?

17 MR. TATE: He owns a lot of properties. A  
18 lot of properties.

19 MS. HALL: I'm talking about in that area.

20 (Mr. Kurtz talking on phone.)

21 MR. KURTZ: Okay. Let me proceed on  
22 talking about where we're at at Dixie Homes,  
23 and I'll have Pam bring up the drawings so you  
24 get an idea of what we're able to propose with

1 the moneys we have.

2 At Dixie, of course, we're going to take  
3 down that building at 1011 Mosby. We finally  
4 got the insurance money to demolish that. And  
5 we're going to assist in the relocation of the  
6 residents. You've all been notified of that  
7 process.

8 And once we work through all the issues on  
9 relocation, we'll start demolition of the  
10 sites. That could be this calendar year. It  
11 depends on how the relocation goes.

12 MS. HALL: Okay. What I'm looking at --  
13 Denise Hall.

14 MR. KURTZ: Uh-huh.

15 MS. HALL: What I'm looking at, we have  
16 Cypress Woods down.

17 MR. KURTZ: Uh-huh.

18 MS. HALL: We have Ford Road -- what is  
19 that, Horn Lake, Ford Road?

20 MR. KURTZ: Uh-huh.

21 MS. HALL: Ford Road down.

22 MR. KURTZ: Right.

23 MS. HALL: Fowler Homes down.

24 MR. KURTZ: Right.

1 MS. HALL: We have New Chicago. What's  
2 that, Montgomery? Montgomery Plaza.

3 MR. KURTZ: And Oates Manor.

4 MS. HALL: Oates Manor down.

5 MR. KURTZ: I tell you what.

6 MS. HALL: And we have Graves Manor down,  
7 and we have Lamar Terrace.

8 MR. KURTZ: Let me go through this because  
9 I think I'm going to answer most of your  
10 questions as I go through each of the sites  
11 because we do have time lines for specific  
12 investment of money based on availability of  
13 funds.

14 MS. HALL: Well, I mean, seem like to me  
15 before you take all these down you should have  
16 at least two up.

17 MR. TATE: That's what I don't understand.

18 MR. KURTZ: Well, but look. We have  
19 College Park has been done.

20 MS. HALL: College Park is one place.

21 MR. KURTZ: I know College Park is one  
22 place.

23 MS. HALL: But you have five down.

24 MR. KURTZ: Well, look. We've --

1 MS. HALL: Five off -- off land.

2 MR. KURTZ: Okay. Let's back up.

3 MS. HALL: Six.

4 MR. KURTZ: Let's back up and think, now.

5 We did a total renovation of Lauderdale Courts.

6 That's back up now. We built the Metropolitan.

7 MS. HALL: But it's not public housing.

8 MR. KURTZ: There's seven --

9 MS. HALL: It's afford- -- it's affordable

10 housing --

11 MR. KURTZ: There's 76 public housing

12 units --

13 MS. HALL: That's not --

14 MR. KURTZ: -- that we have --

15 MS. HALL: Okay.

16 MR. KURTZ: -- at Uptown Village.

17 MS. HALL: Dixie Homes is total public

18 housing. That's what I'm talking about.

19 Nothing come back is total public housing

20 because y'all getting these Hope VI grants.

21 MR. KURTZ: No. There's a couple --

22 MS. HALL: Okay. That's fine, but what I

23 am saying we have six development off land.

24 MR. KURTZ: Uh-huh.

1 MS. HALL: How many do we have online?

2 Five, six? It's nine of us here.

3 MR. KURTZ: Uh-huh.

4 MS. HALL: We only have nine.

5 MR. TATE: We only have five -- well,  
6 eight -- well, there's only four then because  
7 you got Ford Towers, and Uptown --

8 MS. HALL: Okay. We're not -- we're not  
9 talking about the towers. We got four -- we  
10 got four developments --

11 MR. KURTZ: Very good.

12 MS. HALL: -- low income up.

13 MR. KURTZ: Let me --

14 MS. HALL: Dixie, Cleaborn, Foote, and  
15 Montgomery.

16 MR. KURTZ: Denise, the reality of the  
17 situation is HUD only gives us so much money.  
18 HUD has continued to cut the amount of money in  
19 subsidy. When the sites are 40, 50, 60 years  
20 old, the cost to maintain them with the money  
21 we get from HUD is inadequate to maintain  
22 living conditions. Consequently, HUD and the  
23 finances of the situation are forcing us to  
24 look at setting up different kinds of



1 communities.

2 That's why Lauderdale Courts was taken  
3 off-line and brought back as a mixed-income  
4 community because the market rate and the other  
5 affordable help sustain financially where the  
6 HUD money doesn't, and that's why it has to  
7 work that way.

8 We can't afford to build a 600-unit pure  
9 public housing site as a replacement for Dixie  
10 Homes because economically it won't -- it won't  
11 function.

12 MR. TATE: Okay.

13 MS. HALL: But what I'm saying is this: I  
14 can understand what you're saying. I know all  
15 about HUD and the moneys and I --

16 MR. KURTZ: Uh-huh.

17 MS. HALL: -- I understand the Hope VI.  
18 But what I am saying is this: Where are the  
19 poor people going to stay --

20 MR. KURTZ: Uh-huh.

21 MS. HALL: -- if you keep tearing down  
22 developments, bringing them back as Hope VI?

23 MR. KURTZ: Well --

24 MR. TATE: I think I can put your question

1           in a simpler form. You're tearing down all  
2           these houses, and you're tearing down all these  
3           developments. You claim that you don't have  
4           enough money. You tear down everything -- you  
5           know, you only have enough money to start  
6           another building. You ain't got enough money  
7           to finish development. Why you tear all these  
8           sites down? Why not take down two, finish  
9           those two, then tear down a couple of others --

10           MS. HALL: That's right.

11           MR. TATE: -- then finish those? That way  
12           you won't have all these sites down and no  
13           place for peoples to stay.

14           MS. HALL: Nobody's nothing on-line.

15           MR. TATE: I mean, you know, you just  
16           tearing up a little of HUD money here, a little  
17           of HUD money there, a little of HUD money  
18           there. Put all that money together and put it  
19           on one site and finish that site. You know,  
20           bring it on-line.

21           MR. KURTZ: I appreciate your comments,  
22           and it's a real concern of everybody in the  
23           agency about the impact on the residents. If  
24           you go back, though, and look at where you were

1 five to ten years ago, you were looking at  
2 severely deteriorated sites across the whole  
3 city, and half of them had less than 50 percent  
4 occupancy.

5 And so when you look at Lauderdale Courts,  
6 it was -- it was virtually empty. You look at  
7 Fowler Homes. It was virtually empty. Graves  
8 Manor was the same way. The occupancy was way  
9 down because the units --

10 MS. HALL: Okay. We can fault --

11 MR. KURTZ: -- were not habitable.

12 MS. HALL: We can fault the agency for  
13 that --

14 MR. KURTZ: Okay.

15 MS. HALL: -- for this simple reason:  
16 Those units, those managers or -- whatever  
17 happened, I don't know what happened. Some of  
18 those units was closed up for years --

19 MR. KURTZ: Uh-huh.

20 MS. HALL: -- without repair --

21 MR. KURTZ: All right.

22 MS. HALL: -- and occupancy. So  
23 therefore, when someone move out -- now, I been  
24 in Dixie Homes 27 years. The first 15 years I

1 was in Dixie Homes, you couldn't -- they had  
2 emergency units --

3 MR. KURTZ: Uh-huh.

4 MS. HALL: -- which is someone had a fire  
5 or something happened, they could move someone  
6 in the emergency units. They -- anytime  
7 somebody moved out of a unit, they went in,  
8 painted that unit, cleaned it up, and put  
9 someone in it.

10 MR. KURTZ: Uh-huh.

11 MS. HALL: This agency changed their  
12 policy. That's why we had vacancies on these  
13 developments.

14 MR. KURTZ: Uh-huh.

15 MS. HALL: It's not because people  
16 needed -- what's the waiting list now, 4,000?  
17 What's the waiting list?

18 MR. KURTZ: 10,000.

19 MS. HALL: 10,000?

20 MR. KURTZ: 10,000.

21 MS. HALL: Okay. Where -- where -- where  
22 these people going to go? If they had have  
23 kept these units occupied as they should have,  
24 we wouldn't have had the problems of not having

1           enough people.  If we have 400 units in Footes  
2           Homes --

3                     MR. KURTZ:  Uh-huh.

4                     MS. HALL:  -- I don't think but five of  
5           those units supposed to be empty because people  
6           need -- if it -- if it was -- if they didn't  
7           have -- if they didn't have any place to stay,  
8           they could have come to Footes Homes.  But if  
9           those managers closed those units, boarded  
10          those units up, didn't do anything with them.  
11          I know in Dixie Homes some units sit there for  
12          ten years.

13                    MR. KURTZ:  Uh-huh.  And that's not right.

14                    MS. HALL:  It's -- it's not the fault of  
15          the people.  It's the fault of this agency.

16                    MR. KURTZ:  I appreciate your comments.  
17          You can submit those in writing to the -- to  
18          the executive director for his consideration as  
19          we -- as we implement the plan.

20                    MR. TATE:  Yeah.  I can see -- Victor  
21          Tate, Paul Borda Towers.  I mean, you know,  
22          okay.  You got all these that y'all done  
23          started.

24                    MR. KURTZ:  Uh-huh.

1           MR. TATE: Before any of these finished,  
2           you fixing to close down Dixie Homes and add  
3           another 400-and-something people out again.

4           MR. KURTZ: Uh-huh.

5           MR. TATE: I mean, why not go on and  
6           finish one or two of those sites, then do that?  
7           You'll have -- I mean, you know -- I mean,  
8           logically speaking, I mean, you know, you --  
9           you've got all these sites closed down, and  
10          then you fixing to close another one down, and  
11          you ain't finished nothing else. You ain't  
12          finished nothing else.

13          I mean, you just fixing to close something  
14          down. 400-something units and, hey, these  
15          people ain't really got no place to go. I  
16          mean, you ain't opening nothing else. Then  
17          it's going to be the same way with that one.  
18          You going to close -- you going to close  
19          another one down. That's -- that's terrible.

20          MS. HALL: Got nothing else to close down  
21          after they close these. What you going to do?

22          MR. KURTZ: Okay. I appreciate your  
23          comments on that. Thank you.

24          All right. Well, that's where we're at on

1 Dixie Homes is by the fall of 2007 we'll start  
2 Phase 1 site improvements. This is what Dixie  
3 Homes is conceptually going to look like  
4 (referring to chart) .

5 MS. HALL: Is that upside down?

6 MR. KURTZ: Well, it depends. This is  
7 north up here. This is Poplar Avenue.

8 MS. HALL: That's -- where Poplar?

9 MR. TATE: Where be Poplar as you go into  
10 Pauline. See the --

11 MR. KURTZ: Here's Pauline right here.

12 MR. TATE: And here your Pauline --

13 MS. HALL: Okay.

14 MR. TATE: -- east and west --

15 MS. HALL: Okay. I see it now.

16 MR. KURTZ: And the -- we're going to put  
17 a series of ponds along the northern boundary  
18 over --

19 MR. TATE: On the back side.

20 MR. KURTZ: -- the interstate, yes. For  
21 some of the water retention requirements.

22 MS. HARAHAN: And, also, near the  
23 interstate at the back, because he's using  
24 federal funds, there is a noise as well as

1 distance from the interstate that he has to  
2 adhere to, which is one of the reasons why  
3 we -- really and truly that they could not buy  
4 some of the adjacent property in the area.

5 MR. TATE: Now, I notice they putting up  
6 the --

7 MS. HALL: Okay. Now, I'm -- I'm looking  
8 at Dixie Homes. Now, they said in a meeting  
9 that, now, if we putting these ponds up here,  
10 we have an elementary school up the street.

11 MR. KURTZ: The elementary school is right  
12 here.

13 MS. HALL: That's what I'm saying.

14 MR. KURTZ: This is --

15 MS. HALL: Don't you think that that --

16 MR. KURTZ: It's on the other side of the  
17 interstate.

18 MS. HALL: -- water going to fascinate  
19 those children?

20 MR. KURTZ: Well, there --

21 MS. HALL: Is it going to be fenced in?

22 MR. KURTZ: Yes.

23 MS. HALL: Okay.

24 MR. KURTZ: Okay. Let's move along. The



1 question was raised what about Oates Manor. We  
2 have started our master planning effort to  
3 design what we're going to put back at New  
4 Chicago.

5 The housing authority is about to finish  
6 acquiring land on Firestone Avenue just east of  
7 Manassas High School, former industrial sites.  
8 We are going to demolish those facilities and  
9 build approximately 150 public housing units in  
10 the first phase of development. Within the  
11 plan we have --

12 MS. HALL: With the 150 public housing  
13 units, how many units in all did they put back  
14 up there?

15 MR. KURTZ: We haven't -- we haven't  
16 finished all the financial analysis to see what  
17 the appropriate mix is going to be.

18 MS. HALL: Okay.

19 MR. KURTZ: We'll be using some tax --  
20 likely using some tax exempt bond funding.  
21 We've gotten a grant from the City of Memphis  
22 for the acquisition of those properties and the  
23 demolition, and we will be applying for a Hope  
24 VI grant for that area. It's a vacant area

1 now. Of course, Oates Manor was demolished.

2 The housing authority had proposed to  
3 negotiate the sale of that to Memphis City  
4 Schools. Memphis City Schools and HUD -- based  
5 on the way legally it had to work, Memphis City  
6 Schools had to file a lawsuit that took it by  
7 eminent domain, friendly taking of eminent  
8 domain at the fair market value. Once we  
9 receive the money from that, that money will be  
10 used as part of the redevelopment effort for  
11 New Chicago.

12 New Chicago is going to be a three-phase  
13 development. The first is, as I'm discussing,  
14 on Firestone Avenue north of the current --

15 MS. HALL: How much money did New Chicago  
16 get to go in and renovate those apartments and  
17 housing up there?

18 MR. KURTZ: You're talking about Harmony  
19 Woods?

20 MS. HALL: Yes.

21 MR. KURTZ: I'm not familiar with how much  
22 was in that.

23 MS. HALL: I -- I know they -- I -- I  
24 don't see no sense in putting no beautiful

1 units up there either if you didn't buy the  
2 whole area out.

3 MR. KURTZ: Well, one of -- in fact, that  
4 investment that was made in Harmony Woods is  
5 going to be included within the application for  
6 Hope VI as part of the leverage. Every time  
7 you put together a Hope VI application, you  
8 have to show that other people are investing in  
9 that community.

10 Dixie Homes you have significant  
11 investment from the hospital district over  
12 here --

13 MS. HALL: Yeah.

14 MR. KURTZ: -- especially on the community  
15 service support side to be able to show to HUD  
16 that other people are interested in putting  
17 money in this community other than HUD. HUD  
18 doesn't want to be the only person investing.

19 MS. HALL: Y'all never explained -- y'all  
20 never explained that to us --

21 MR. KURTZ: Uh-huh.

22 MS. HALL: -- in capital improvements that  
23 the surrounding area of the developments had  
24 other company interested in -- in the

1           remodelling, because I know Baptist -- Lamar  
2           Terrace and Dixie said Baptist -- all of  
3           Baptist, all the hospitals sit in between those  
4           two.

5                     MR. KURTZ: That's right. And that's  
6           exactly why the housing authority was able to  
7           successfully get the grants for University  
8           Place and Dixie Homes is because these  
9           properties are on -- one on the north side and  
10          one on the south side of the hospital district.

11                    The biotech foundation is going to be  
12          building right where they demolished the old  
13          Baptist Hospital. We're going to be providing  
14          the residential community just down the street.  
15          Same thing on the north side. We're going to  
16          widen the residential community on the north  
17          side.

18                    MS. HALL: Yeah.

19                    MR. KURTZ: Le Bonheur is talking about  
20          expanding to the north, so there's a lot of  
21          investment that's going to take place in these  
22          areas. A lot of investment that's going to  
23          be -- and that's what HUD looks at when they  
24          say, This proposal from the City of Memphis is

1 better than the one from Pittsburg because  
2 there are other people who are putting money  
3 into that neighborhood. Or whatever city you  
4 may choose to --

5 MS. HALL: I'd like to ask this question.

6 MR. KURTZ: Not to pick on Pittsburg.

7 MS. HALL: Why is it all -- I mean, I have  
8 been to Pittsburg.

9 MR. KURTZ: Uh-huh.

10 MS. HALL: I have been to Baltimore. One  
11 of the resident presidents has been to Atlanta.  
12 We -- I've been to St. Louis on my own. Why  
13 are all of public housing units being  
14 demolished?

15 MR. KURTZ: Well, as I mentioned earlier,  
16 the properties that were built in the 30s, 40s,  
17 and 50s are too costly to maintain.

18 MS. HALL: New York haven't lost a unit.  
19 Those units are how old in New York?

20 MR. TATE: Seventy-five years old.

21 MR. KURTZ: They get paid -- they get a  
22 lot different funding level than we do in --

23 MS. HALL: That's the largest -- they have  
24 the largest development in the United States.

1           MR. KURTZ: Yeah. That's a political  
2 issue. I can't fight that one.

3           MS. HALL: Okay.

4           MR. KURTZ: New York's New York and  
5 Chicago's Chicago.

6           MS. HALL: You can stop putting my name  
7 down. I'm going to shut up. You can stop  
8 putting my name down.

9           MR. KURTZ: And Memphis is -- I can't  
10 fight that.

11          MS. HALL: Y'all can stop asking  
12 questions.

13          MR. KURTZ: All right. Let me -- all  
14 right. Yes, Mr. Sanders?

15          MR. SANDERS: Albert Sanders. But I'm  
16 like Ms. Hall. We know that all of the towers,  
17 what you-all call the high-rises just about  
18 need to be in the downtown area --

19          MR. KURTZ: Uh-huh.

20          MR. SANDERS: -- and they're not safe.  
21 Something needs to be done about the seniors,  
22 and since we got a mixed population --

23          MR. KURTZ: Uh-huh.

24          MR. SANDERS: -- and we talking about the

1 earthquake --

2 MR. KURTZ: Uh-huh.

3 MR. SANDERS: -- because we're so close to  
4 the river. These are not safe period.

5 MR. KURTZ: Well, as I mentioned at the  
6 outset --

7 MR. SANDERS: And they haven't -- they  
8 haven't been safe for a lot of seniors within  
9 the high-rises.

10 MR. KURTZ: As I mentioned --

11 MR. SANDERS: And looks like it'd be this  
12 agency would do something to get these people  
13 out.

14 MR. KURTZ: Well, let me address that  
15 since the question is asked. We have already  
16 completed the seismic analysis of Venson  
17 Center.

18 MR. SANDERS: I'm serious.

19 MR. KURTZ: I am, too.

20 MR. SANDERS: Because we have two  
21 elevators --

22 MR. KURTZ: I'm very serious about it --

23 MR. SANDERS: -- and they don't work.

24 MR. KURTZ: -- believe me. We have --

1           MR. SANDERS: In case there's an  
2 earthquake.

3           MR. KURTZ: We have a personal interest  
4 and a professional interest in everybody at the  
5 high-rises, as all of the -- of all the  
6 residents.

7           Venson -- we did a seismic analysis of  
8 Venson Center just this past year. We're going  
9 to be doing a seismic analysis of each of the  
10 other three high-rise towers this year.

11           When we do an analysis of a building and  
12 do a seismic analysis, you're assessing what  
13 additional measures would need to be taken to  
14 allow it to withstand an earthquake of a  
15 certain measure, depending on what that measure  
16 is, and I think it was a 6.5 or a 7 on the  
17 Richter scale. I don't know what it was.

18           The FEMA sets the standard, okay, for the  
19 U.S. When you set that standard, then there  
20 are certain physical features that would need  
21 to be added to each of the structures to make  
22 it withstand that level or magnitude of an  
23 event. That becomes a cost factor, okay?

24           So as we get those numbers in to analyze



1           what the costs are for renovation of a  
2           building, given that it's in a seismic zone,  
3           then we'll have an ability to make a  
4           determination of is it cost effective for us to  
5           operate that building, or do we need to look  
6           for another approach? That's where we're at in  
7           the process.

8                     MR. SANDERS: Well, even with that,  
9           another analysis need to be done on the  
10          population of residents in each building  
11          according to who they are and their medical  
12          standards.

13                    MR. KURTZ: Uh-huh.

14                    MR. SANDERS: We've got a lot of handicap  
15          people who are on higher floors.

16                    MR. KURTZ: Uh-huh.

17                    MR. SANDERS: We got a lot of people who  
18          are not handicap, but there's disabled on  
19          higher floor who cannot come down.

20                    MR. KURTZ: Uh-huh.

21                    MR. SANDERS: We've got a lot of elderly  
22          people who have arthritis --

23                    MR. KURTZ: Uh-huh.

24                    MR. SANDERS: -- who cannot come down

1           those steps. And we know in case of the type  
2           emergency you're talking about having, the  
3           first three days you going to have the fire  
4           department nor the police department nor an  
5           ambulance anywhere. They've got to get out and  
6           survey the city. So how do we contain these  
7           people in these towers? Do you know what I'm  
8           saying?

9           MR. KURTZ: I do.

10          MR. SANDERS: We've got people who are  
11          diabetic who on insulin. We've got to get  
12          them. We've got a lot of people with oxygen  
13          dispersed throughout these buildings. All them  
14          should have been put on one floor in the first  
15          place on lower floors so you could get the  
16          oxygen out of the building, because guess what?  
17          You're talking about a disaster with that  
18          explosion. I'm saying there's a possibility  
19          because nobody's looking at the safety of the  
20          people who live in the towers.

21          MR. KURTZ: Mr. Sanders, I appreciate that  
22          comment. I will -- I'll talk to Mr. Webb about  
23          how he's implementing the occupancy of the  
24          buildings given that.

1 MR. SANDERS: I'm saying --

2 MR. KURTZ: We've talked about that in the  
3 past with operations, and I believe that they  
4 have been looking at how to formulate a  
5 different approach.

6 MR. SANDERS: I appreciate what you're  
7 saying to address it. We talked about this  
8 three years ago when they were supposed to move  
9 these people around, and you can't let a  
10 resident tell you I don't want to move. You  
11 need to move. You need to move them down.

12 And before you let these people come in as  
13 new residents, you need to move your elderly to  
14 your lower floors. Those people who got those  
15 handicaps, can't walk, people are -- they need  
16 to be down.

17 So they say you can't just designate one  
18 of the towers just for seniors, so you got  
19 mixed population there. But you got the people  
20 who can walk and get around on the lower  
21 floors. Now -- and -- and, hey, this is not  
22 fair to the people who live there.

23 And just in case something happen -- I  
24 mean, like if the firemen have to come and

1 people going rescue, they're not going to know  
2 where anybody, where they live. Your managers  
3 are not going to be -- nobody's going to be  
4 there. And you think about self-containment.

5 MR. KURTZ: Uh-huh.

6 MR. SANDERS: You're talking about  
7 self-containment there where everybody try to  
8 help everybody else, and we don't have that.

9 MR. KURTZ: All right. Well, getting back  
10 to Oates Manor and New Chicago. First phase  
11 will be north of the current railroad  
12 right-of-way. We are discussing with various  
13 parties the means of acquiring the railroad  
14 right-of-way and also looking at a second phase  
15 of acquisition south of the railroad tracks to  
16 put another 150 or so units in that area.

17 The third phase would include us receiving  
18 the Manassas High School on the school board.  
19 We would demolish that and then support the  
20 construction of a new police precinct on that  
21 site.

22 We've talked about Cleaborn Homes. We're  
23 going to initiate repairs of approximately 55  
24 units that are vacant right now to help support

1 the relocation from Dixie. We've got some site  
2 improvement that we need to finish up. We put  
3 that on suspension based on the weather. We're  
4 going to demolish the fire damaged building in  
5 580 Ground Mall. And we may end up putting a  
6 new roof on this building here, which  
7 administratively is covered under Cleaborn  
8 Homes, 1-8.

9 As I mentioned, we're going to be looking  
10 at opportunities for revitalization in that  
11 Cleaborn Homes-Foote Homes area which would  
12 include senior -- a senior village concept.

13 Cleaborn, TN 111, we do plan to put 30  
14 single-family homes, home ownership at that  
15 site. That's part of the Dixie Homes  
16 application. There is an area on the west side  
17 of McKinley south of Georgia where all those  
18 homes would be built.

19 Small triangle of land on the east side of  
20 McKinley that fronts on Crump Boulevard we'll  
21 probably apply to HUD to sell that at fair  
22 market value to highest bidder.

23 Yes, sir.

24 MR. SANDERS: Excuse me, Albert Sanders.

1 Now, that's the one I don't understand about,  
2 the Dixie Home application --

3 MR. KURTZ: Uh-huh.

4 MR. SANDERS: -- and it's going over  
5 toward Cleaborn. I don't understand that, and  
6 I need -- just need clarification on that.

7 MR. KURTZ: Okay. When the Dixie Homes  
8 application was submitted, you get higher  
9 points in the application process when you have  
10 a home ownership phase, okay? Given the  
11 -- given Dixie Homes' current configuration,  
12 and there's a major bayou that runs right  
13 through here and out over this way, it  
14 restricts how much you can use of that -- of  
15 that Dixie Homes, and it's a -- I'm going to  
16 say about 36 acres of land. We didn't --

17 MS. HALL: Dixie is not but 42 acres.

18 MR. KURTZ: 42 acres. We didn't think  
19 we'd be able to carve out the home ownership  
20 phase out of this and get enough units back in  
21 to the Dixie Homes itself. So then we said,  
22 Well, now we've got to find a place to put home  
23 ownership, and in the grant application  
24 process, you have to show that you own the

1 land.

2 Well, the criteria that says owning the  
3 land allows you to do an off-site home  
4 ownership phase, as long as it's within three  
5 miles of the site that you're applying. Well,  
6 it turns out that Cleaborn Homes, TN 111, is  
7 within three miles of Dixie Homes. So we said,  
8 look, we already own that land so that  
9 qualifies it. Let's use that as the vehicle to  
10 build those homes at Cleaborn. So that's how  
11 that came about.

12 MR. SANDERS: Will those homes, the  
13 ownership, will that be for the people at Dixie  
14 Homes or just for anybody in the city.

15 MR. KURTZ: Those will be for the low  
16 income affordable housing market. And what we  
17 will -- what we are conceptually doing is  
18 taking a step further from where we are at  
19 Askew Place.

20 As you recall, we built 25 single-family  
21 rental houses at Cleaborn on the southeast part  
22 of Cleaborn 1A. Those residents have expressed  
23 desire to move towards home ownership. Some of  
24 them are working through some credit issues,

1           employment issues. As they get stabilized and  
2           working through the RISE Foundation, they will  
3           accumulate some funding, they will have  
4           accumulated some work experience, and they  
5           would have had opportunity for education so  
6           that they can move the next step to home  
7           ownership.

8                     Well, we see the building across the  
9           street of that 30 as the next natural  
10          progression for people who want to stay in that  
11          neighborhood who have worked on the  
12          self-sufficiency side to be able to have the  
13          education and the employment and some of the  
14          capital that would be necessary to start in  
15          home ownership.

16                    We're looking at a variety of things in  
17          that to include a lease-to-purchase, along with  
18          outright purchasing of the houses, so that we  
19          can support that progression that we would like  
20          to become a natural progression for residents  
21          living in public housing, moving through  
22          self-sufficiency training and enhancement into  
23          home ownership opportunities. So that's how  
24          that came about, and we think it's going to be



1 a real good program.

2 Okay. Fowler, Latham, we've talked about  
3 that briefly. We've got an 80-unit senior  
4 building being built right at the corner there  
5 of 4th and Crump. They've broken ground on  
6 that. That will be elderly-only, as I  
7 discussed. Lease-up will begin late this fall.  
8 Wesley Housing Corporation will be managing  
9 that for us. All 80 are public housing units.

10 MS. HALL: Now, in Dixie Homes, and  
11 anybody -- every name of each development has  
12 been changed. Has anybody decided a name for  
13 Dixie Homes yet?

14 MR. KURTZ: I'm not aware of the name, no.

15 MS. HALL: Just name it Denise Hall and be  
16 through with it.

17 MR. KURTZ: Okay.

18 MS. HALL: Be good as anything else.

19 MR. KURTZ: On the former Fowler Homes  
20 site, on the remaining third that we own, in  
21 addition to the Latham Terrace project, we have  
22 started putting in the infrastructure for what  
23 we're calling Fowler multifamily right now.  
24 There'll be 40 public housing units there, 4 in

1           quadruplex buildings for a total of 16, and 24  
2           single-family rental homes, along with the  
3           administrative office to support that. So that  
4           will be there between 4th and Latham just south  
5           of Crump.

6           MS. HALL: Now, in the Fowler Homes, whose  
7           partnership with Memphis Housing Authority is  
8           that land?

9           MR. KURTZ: The Memphis Land Bank --

10          MS. HALL: Partnership with housing  
11          authority in that Fowler Homes land.

12          MR. KURTZ: Oh, Wesley Housing Corporation  
13          has partnered with us for the construction and  
14          management of the senior center.

15          MS. HALL: Now, who would manage those  
16          units?

17          MR. KURTZ: The housing authority, and I'm  
18          not sure it's finalized on the single-family  
19          management, whether it's the housing authority  
20          or privately-managed company will do that. I  
21          know that Wesley Housing will manage the senior  
22          center for us. They currently manage a variety  
23          of senior properties around the state of  
24          Tennessee. To include Highland Towers out on

1 South Highland and another senior facility on  
2 Covington Pike.

3 MS. HALL: Okay.

4 MR. KURTZ: That's where we're at on  
5 Fowler. Let me talk about Barry Homes briefly.  
6 We've got to look at some repairs on the  
7 condensate drain system. We're working through  
8 that issue. We've got plans for ornamental  
9 fencing along the property line to match what's  
10 surrounding in the Uptown Village. And we're  
11 looking at some security lighting in the  
12 backside, and we're going to do some light  
13 testing to make sure that there's enough  
14 lighting on the back side on that building.

15 And given the configuration of the  
16 building, it doesn't seem to support having any  
17 kind of gating like the other high-rises but  
18 just having the ornamental fence around will  
19 make it match the rest of the other site.

20 Venson Center, we've talked about putting  
21 ornamental awning on the front. We did  
22 complete the seismic analysis on that building  
23 already, and we're looking at how we would  
24 finance -- whether we can afford to finance all

1           that would require for that particular site to  
2           replace it or renovate it. 16, \$17 million, I  
3           think, is the total, so it's a fairly expensive  
4           process for that site. I don't know whether  
5           the other sites are going to be familiar. I  
6           suspect they will. We're going to find out as  
7           we get the seismic analysis done.

8           MR. TATE: Wasn't all those towers  
9           basically done, except for Jefferson, basically  
10          the same year?

11          MR. KURTZ: Right. They're all in the  
12          same era, yes.

13          MR. TATE: So they basically all was done  
14          from approximately the same plan almost because  
15          they almost made alike.

16          MR. SANDERS: No.

17          MR. KURTZ: They're -- some of them --  
18          there's some similarities in --

19          MR. SANDERS: No, they're not.

20          MR. KURTZ: There are some, but there are  
21          differences, too. Jefferson is quite a bit  
22          different than --

23          MR. TATE: Yes, Jefferson is.

24          MR. SANDERS: They're all different

1 layouts.

2 MR. KURTZ: Graves Manor. We --

3 MS. HENDERSON: I have a question.

4 MS. HALL: State your name.

5 MS. HENDERSON: Sorry, Excuse me. Marie  
6 Henderson, Venson Center.

7 MR. KURTZ: Yes.

8 MS. HENDERSON: Okay. If you're going to  
9 renovate, where all those -- where are the  
10 residents going to be living, or are you going  
11 to give them vouchers, or where are they  
12 going -- are you going to tear down one, are  
13 you going floor by floor, or how is this going  
14 to be done?

15 MR. KURTZ: When we looked at that issue,  
16 we determined that it looks like there'll be a  
17 lot of hazardous material abatement that would  
18 have to be done. One of the issues in Venson,  
19 and I presume it's going to be the same at the  
20 other sites, is making every unit visitable is  
21 going to require us to put a lot of different  
22 door frames in and change the general layout of  
23 the apartments to be able to accommodate  
24 visitability requirements from HUD.

1           To do that, it -- well, I'm not  
2           comfortable with having the building occupied.  
3           So if we go on that path of renovating the  
4           existing structure, I think we would relocate  
5           residents somewhere while we did that  
6           renovation process.

7           MS. HENDERSON: Thank you.

8           MR. TATE: He said, where you going --

9           MR. SANDERS: They've gone over this  
10          before, but where are we going to move the  
11          seniors? Not only am I concerned about the  
12          seniors who are in the building. I mean, when  
13          you get a certain age, once you pack all the  
14          stuff up you got, and you move somewhere, I  
15          don't want to come back. I can't go through  
16          all this moving back and forth.

17          MR. KURTZ: Right.

18          MS. HALL: And I feel like what has  
19          happened before with the other developments,  
20          once they move people out, not even a third of  
21          them going to come back anyway. So I mean,  
22          where -- it's a problem now with the agency for  
23          the people in Dixie Homes. Where are we going  
24          to move and relocate all their people? So if

1           you're talking about in the high-rise or if you  
2           work on one, you've got like 204 --

3           MR. KURTZ: Uh-huh.

4           MR. SANDERS: -- or 206 persons in one of  
5           them. So where do you relocate all these  
6           people?

7           MR. KURTZ: That's a very good question.  
8           Very good question. Once we determine the  
9           strategy, whether it's going to be a total  
10          renovation of the existing structure or a  
11          replacement of it through possible demolition  
12          and reconstruction on site, we don't know that  
13          yet. We haven't been through that process.

14          MS. HALL: Well, it was a couple of years  
15          ago they had a problem, you was talking about  
16          moving us to a hotel. And we flat told them,  
17          we're not going to move to a hotel. Because if  
18          you go to a hotel, you can't take any of the  
19          stuff that you own. You can't take your  
20          clothes. I'm not going to go through that.

21          MR. KURTZ: Uh-huh.

22          MR. SANDERS: I mean, they need to be  
23          precise about what they going to do.

24          MR. KURTZ: Right. And that's --

1           MR. SANDERS: And if I had any rather,  
2 I'd rather that they didn't come back with no  
3 14 and 13 story. That's totally too tall in  
4 that city. I don't care if you way out east in  
5 Bartlett, it's too tall.

6           MR. KURTZ: Yeah.

7           MR. SANDERS: It's hazardous on eld- -- if  
8 you're going to put elderly people. I  
9 understand you need a Hope VI grant to just say  
10 nothing but elderly people. But a tall story  
11 building downtown it is too hazardous --

12          MR. KURTZ: Well, I agree with you. And  
13 that's why every one of our seniors --

14          MR. SANDERS: -- even if there's just a  
15 fire.

16          MR. KURTZ: -- our senior buildings are  
17 all three-story, and that's one of the reasons  
18 why we've done that is because of the height  
19 concern. Of course, when you only do three  
20 stories, then you're not going to have 200  
21 units --

22          MR. SANDERS: Well, we --

23          MR. KURTZ: -- you're going to have least  
24 half of that.



1           MR. SANDERS: But we've been all over  
2 America. It so happen I'm director of  
3 (inaudible). We don't see senior buildings  
4 like they have in this city. We don't see  
5 them.

6           MR. KURTZ: Uh-huh.

7           MR. SANDERS: And I think we went to  
8 Pittsburg. We saw like three of them put  
9 together. But in one of them you -- you had  
10 only 60 people, and you had three stories --

11          MR. KURTZ: Uh-huh.

12          MR. SANDERS: -- was all, so I mean -- but  
13 they were right there together. And I mean --  
14 but -- and as we traveling -- we're going to  
15 Kansas City this year. You're not going to see  
16 this anywhere in America, but it's here, and we  
17 don't understand why -- well, I do know.

18           I know why it hasn't been done in the  
19 city. I know that, but I'm saying, somebody  
20 needs to look at the towers and look at them  
21 real tough.

22          MR. KURTZ: Well, we are, and that's why  
23 we're doing the seismic analysis and the  
24 physical needs assessment. We're looking at

1 the cost and what it would take to renovate as  
2 is, and whether that's a prudent thing for all  
3 of us to do.

4 Let me move on to Graves Manor. We're  
5 going to -- we've initiated the design for  
6 Graves Manor demolition.

7 MS. HALL: You did Graves.

8 MS. MEREDITH: I thought they sold it.

9 MS. HALL: I thought they sold Graves.

10 MR. KURTZ: No. Graves has not been sold.  
11 Graves is vacant but has not been sold.

12 MS. HALL: I know.

13 MR. KURTZ: We did have approval to sell  
14 it --

15 MS. HALL: Those units being so young, why  
16 did they -- why did y'all take them off-line?

17 MR. KURTZ: The conditions there were --

18 MR. SANDERS: They told us they were going  
19 to sell it.

20 MR. KURTZ: -- they were in bad state of  
21 repair, and their design is not conducive to  
22 what people want. And so the decision was made  
23 that we were going to sell it. Now, in  
24 considering the need for maintaining a certain

1           number of public housing units, we said, We  
2           think it would be better to demolish and  
3           rebuild on-site with a variety of different  
4           approaches.

5                     What we're talking about is doing there  
6           building a senior center, putting multifamily  
7           on -- and conceptually this would be on the  
8           north side of the street. On the south side of  
9           the street we'll be building home ownership  
10          opportunities and single-family rental. And we  
11          would develop commercial application on South  
12          3rd Street.

13                    Yes, Ms. Henderson?

14                    MR. SANDERS: I'm Albert Sanders with  
15           Jefferson Square. My thing is, I'm not opposed  
16           to building senior centers, but I think the  
17           agency needs to look at geographically where  
18           you're going to build a building for seniors.

19                    MR. KURTZ: Uh-huh.

20                    MR. SANDERS: Most of them who get older  
21           don't drive, don't have no way of getting  
22           around, and if you call your children, they got  
23           their own lifestyle. If you tell them you need  
24           to be picked upstairs at 12 o'clock, take --

1 before they come, before we even -- because  
2 they don't tell time with seniors. And I think  
3 we need to look at geographically to put them  
4 somewhere where they is near a shopping center  
5 or a little small mall where you can go pick up  
6 little things.

7 MR. KURTZ: Uh-huh.

8 MR. SANDERS: But you put people way down  
9 there in the south part of the city where there  
10 is no major stores, there is no dollar -- I'm  
11 just saying. And some things that you could  
12 really give to us. It's fine what you want to  
13 do, but look at geographically where you want  
14 to put a building for seniors.

15 MR. KURTZ: I appreciate that comment.

16 MR. SANDERS: It's like, excuse me. It's  
17 like you doing something at University Place,  
18 and it's fine what you're doing in there, but  
19 when you get right in there by that interstate,  
20 there is no major grocery store. There is no  
21 little -- you've got the little -- these little  
22 two-lane-holly shops, I call them. Where they  
23 don't have anything. And you go into one, you  
24 might pay \$1.40 for a loaf of bread. They

1           can't afford that kind of stuff, I'm just  
2           saying, you know.

3           MR. KURTZ: Well, those are good comments,  
4           and those are real challenges for us. As you  
5           know the City of Memphis, and particularly  
6           downtown area, is one of the fastest growing  
7           residential areas, and the pressure is building  
8           for identification of a location to put a major  
9           food store.

10          MR. SANDERS: I mean, I'm saying --

11          MR. KURTZ: I agree that's --

12          MR. SANDERS: It don't have to be in the  
13          downtown area because the old Memphis had  
14          everything downtown, but our fathers, who  
15          didn't have any vision, they took us way out to  
16          go near the malls and shopping centers. Now  
17          they're outdated. Everybody who's out east  
18          want to come downtown and live, and you have  
19          nothing, because they want to take the land  
20          from us, and we already know that.

21          MS. HALL: Mr. Sanders, you know Memphis  
22          has a saying: They break it so they can fix  
23          it.

24          MR. SANDERS: But they don't know how to

1 fix it.

2 MS. HALL: They break it and they -- it  
3 don't need fixing, but they'll break it for  
4 you.

5 MR. KURTZ: And I might add that --

6 MR. SANDERS: And then we need to think  
7 about the hospital area. You have an  
8 emergency, you way down there on Weaver Road  
9 somewhere, you know, you get an ambulance to  
10 look where you going to have to go. And -- and  
11 our people -- really with the -- the type of  
12 money we get, we really rely on The MED.

13 MR. KURTZ: Uh-huh.

14 MR. SANDERS: And you're going to pass  
15 these hospitals, and if you have the right kind  
16 of insurance -- now, I think that they  
17 should -- if you don't have the right kind of  
18 insurance --

19 MS. HALL: Right.

20 MR. SANDERS: -- they're not going to take  
21 you at Methodist or Baptist. And especially  
22 these people who got that QNB (phonetically),  
23 and you got just a red, white, and blue card A  
24 and B, you going to have to try to get up here

1 to The MED.

2 MR. KURTZ: Uh-huh.

3 MR. SANDERS: And there's a lot of  
4 components that this agency needs to look at.  
5 They have these ideas of what to do, but they  
6 don't get together, and they don't together,  
7 and everybody -- especially they don't listen  
8 to the residents.

9 MS. HALL: Thank you.

10 MR. SANDERS: They don't listen to us.  
11 And we need a voice in these components before  
12 there's a finalization of what they're going to  
13 do.

14 MR. KURTZ: We appreciate your comments.  
15 That's why we do this every year, so that we  
16 can provide that feedback and input into the  
17 process that we're embarking upon here.

18 Okay. We do have the market study  
19 underway for Graves Manor, and that market  
20 study is and does address these very issues  
21 that Mr. Sanders eloquently discussed about  
22 distances to hospitals, distances to schools,  
23 distances to retail. So we do take into  
24 account these factors in a market study to

1           determine what is an appropriate type of  
2           facility or development that can be done on the  
3           land that you have where it's located.

4           Walter Simmons is the next site. We had  
5           approval to sell this property. We've had that  
6           for some time. We thought we had a viable  
7           offer from the City of Memphis for them to  
8           purchase it. They have declined the  
9           opportunity to move forward in purchasing that  
10          based on a variety of factors. I think that we  
11          are going to put that back out for public bid  
12          again.

13          Jefferson Square, as with the other  
14          high-rises, we're going to be looking at the  
15          seismic conditions and the renovation.

16          Okay. Horn Lake Heights, we're looking at  
17          alternatives for construction on that site. We  
18          may build up to a 98-unit senior center or a  
19          98-unit development on Horn Lake Road.

20          Montgomery Plaza, we intend to do some  
21          site improvements there for drainage. I know  
22          we've had -- the most recent rains have shown  
23          that the drainage on the site is very poor  
24          and --



1           MS. BAKER: We've got some at Montgomery  
2 Plaza --

3           MR. KURTZ: Uh-huh.

4           MS. BAKER: -- that handicap peoples --

5           MR. KURTZ: Uh-huh.

6           MS. BAKER: -- and some that on  
7 wheelchairs that they don't have the right way  
8 of getting around.

9           MR. KURTZ: Uh-huh.

10          MS. BAKER: They're on the floor with the  
11 upstairs because one resident was paralyzed  
12 that's 40-something years old, had a major  
13 stroke. And the type of surgery that she --  
14 she cannot go upstairs --

15          MR. KURTZ: Uh-huh.

16          MS. BAKER: -- to the bathroom, so the  
17 health facility, the health department and the  
18 human service supplied her with a commode stool  
19 there, but I asked them why couldn't she be  
20 placed in an apartment where she would have the  
21 bathroom on one floor --

22          MR. KURTZ: Right.

23          MS. BAKER: -- where she'd be able to be  
24 helped.

1 MR. KURTZ: Uh-huh.

2 MS. BAKER: And we've got one resident,  
3 80-something years old, that -- things that she  
4 cannot get around and be helped on, same thing.

5 MR. KURTZ: Uh-huh.

6 MS. BAKER: I would like to see at  
7 Montgomery Plaza that some things being --  
8 reach out --

9 MR. KURTZ: Uh-huh.

10 MS. BAKER: -- to help the handicap and  
11 less fortunate people.

12 MR. KURTZ: Well, I appreciate that  
13 comment because --

14 MS. BAKER: That is --

15 MR. KURTZ: -- that's exactly the kind of  
16 issue that we were talking about with Denise  
17 Hall about a reasonable accommodation, and it's  
18 incumbent -- but the housing authority can't  
19 put themselves in the position legally of  
20 coming in and say, You're handicapped or  
21 disabled, so you need to do this or this or  
22 this.

23 We have to wait until the individual  
24 involved comes forward and says, I need a

1 reasonable accommodation for this. It's  
2 incumbent upon the resident to bring that  
3 forward.

4 Yes.

5 MS. HARAHAH: Mr. Kurtz, the one thing,  
6 it's not just the actual resident referral, but  
7 it's also sometimes is the physician  
8 referral --

9 MR. KURTZ: Right.

10 MS. HARAHAH: -- that needs to come to the  
11 agency.

12 MR. KURTZ: Thank you for that addition.

13 Yes.

14 MR. SANDERS: Albert Sanders, Jefferson  
15 Square. Again, you address the situation to  
16 the property manager about a person that's been  
17 living there, you need -- they're like the  
18 commode you need is a handicap commode  
19 because -- and what they need, the feedback  
20 they give you, unless it's designated as a  
21 handicapped apartment, they don't do anything  
22 to make any changes.

23 Some people have lived over here where I  
24 live 20 something years. And, yes, they done

1 got older --

2 MS. HALL: Right. Right.

3 MR. SANDERS: -- and they have a little  
4 arthritis. The type of commodes we got are too  
5 low for a normal adult, so you're sitting  
6 lower, so you get to a place that you need to  
7 rock to get yourself up. You could fall and  
8 have an accident.

9 And all I'm saying is that this need to go  
10 to operation. If you get older, you need to be  
11 moved out and downsized to something. What we  
12 need in the new structures, we need more  
13 handicapped apartments.

14 MR. KURTZ: Uh-huh.

15 MR. SANDERS: You got -- people are living  
16 longer, so you're going to have older people,  
17 older people, and we're not looking at that.  
18 It don't necessarily have to be handicapped  
19 apartments --

20 MR. KURTZ: Right.

21 MR. SANDERS: -- but it need to be some  
22 stuff in there. More bars in the bathroom.

23 MR. KURTZ: Right. And what we do in the  
24 new design is we typically --

1           MR. SANDERS:  When you-all do a design,  
2           please look at the type of commodes that you  
3           buy --

4           MR. KURTZ:  Uh-huh.

5           MR. SANDERS:  -- to put in.

6           MR. KURTZ:  Okay.

7           MR. SANDERS:  The commodes in the  
8           high-rises are -- are really too low.

9           MR. KURTZ:  Uh-huh.

10          MR. SANDERS:  But any other -- and as you  
11          get old, you have a lot of arthritis in your  
12          back or your knees and your hip.  And, hey, at  
13          my age, I've even got a couch in my living room  
14          I can't sit on because I can't get out of it,  
15          and I'm just saying.  And over time you get a  
16          little slower with life, you know --

17          MR. KURTZ:  Sure.

18          MR. SANDERS:  -- you know what I'm saying.

19          MR. KURTZ:  Uh-huh.

20          MR. SANDERS:  So we need to take this into  
21          consideration.

22          MR. KURTZ:  Okay.

23          MR. SANDERS:  You need some -- we need  
24          some more things.

1 MR. KURTZ: I appreciate those comments.

2 The other thing we're going to do at  
3 Montgomery Plaza is we're going to repair the  
4 roof at the administrative building.

5 Borda Towers, we've got some asbestos  
6 abatement that we need to do in the mechanical  
7 room.

8 Mr. Tate's not here.

9 MS. HALL: Yeah. He just stepped out for  
10 a minute.

11 MR. KURTZ: Tell you what, let me -- I'll  
12 come back to Borda Towers when he's in the  
13 room.

14 Let me address Ford Road. In conjunction  
15 with the Memphis Land Bank, we will be starting  
16 construction in the fall of 72 units in 36  
17 duplex buildings at Ford Road. It's called the  
18 Harold D. Ford, Sr., Villas. 36 of those units  
19 will be public housing. We have tax credits  
20 awarded from the State of Tennessee Housing  
21 Development Agency. We used that in  
22 conjunction with private debt and HUD funds to  
23 be able to fund those 72 units.

24 MS. HALL: Now, what did they change

1           Hawkin Mills to? What is --

2           MR. KURTZ: Hawkins Mill -- I'm so glad  
3           you asked that. That's on the list here to  
4           talk about. Hawkins Mill has recently been  
5           constructed up there, the Crockett Place  
6           apartments. There are 84 units there  
7           affordable housing. Of those, 26 are public  
8           housing units.

9           MS. HALL: Okay.

10          MR. KURTZ: Lease-up is starting -- it  
11          should be -- if it's not underway, it will be  
12          within the next 30 days of there. The housing  
13          authority disposed of that land in the land  
14          bank. Memphis Land Bank in turn granted a  
15          lease to a developer who had tax credits, and  
16          they were able to use those tax credits to help  
17          finance that particular construction.

18          The land bank also recently donated some  
19          of the remaining property that was on Hawkins  
20          Mill Road to the Habitat for Humanity where  
21          they're going to build single-family homes  
22          along Hawkins Mill Road.

23          Mr. Tate, now that you're back --

24          Yes, Rosie.

1 MS. MEREDITH: I have a question. My name  
2 is Rosie Meredith, Barry Towers. I have a  
3 question. It's probably Part A and B.

4 MR. KURTZ: Uh-huh.

5 MS. MEREDITH: I'd like to know who is on  
6 the board of the Memphis Land Bank? And the  
7 reason why I'm asking this, Mr. Kurtz, is  
8 because I'm hearing the Memphis Land Bank a lot  
9 of times when you're saying that.

10 MR. KURTZ: Uh-huh.

11 MS. MEREDITH: And I'd like to know is  
12 this a private organization?

13 MR. KURTZ: It's a --

14 MS. MEREDITH: And who is on the board of  
15 that?

16 MR. KURTZ: -- nonprofit. We can get that  
17 information.

18 MS. MEREDITH: Is that -- is that Mr.  
19 Morton and them other people with the Memphis  
20 Land Bank?

21 MR. KURTZ: Who?

22 MS. MEREDITH: Mr. Morton -- and Morton.  
23 You know Charlie. Him and --

24 MR. KURTZ: Oh, no, no. They're not --



1 MS. MEREDITH: That's not them?

2 MR. KURTZ: -- associated with that.

3 MS. MEREDITH: Okay.

4 MR. KURTZ: Mr. Lipscomb is the chairman  
5 of the --

6 MS. MEREDITH: Memphis Land Bank?

7 MR. KURTZ: -- land bank and --

8 MS. MEREDITH: Okay. Thank you.

9 MR. KURTZ: And Mr. Bosasi (phonetically)  
10 and Mr. McElrath (phonetically) are on the  
11 board. I believe --

12 MS. MEREDITH: Who are the investors?

13 MR. KURTZ: Who are the investors? The  
14 land bank receives proceeds from some apartment  
15 complexes that they own, and they use that and  
16 they apply for --

17 MS. MEREDITH: As the collateral?

18 MR. KURTZ: Yeah.

19 MS. MEREDITH: These -- these guys right  
20 here, the ones you just named --

21 MR. KURTZ: The Memphis Land Bank owns it,  
22 yeah.

23 MS. MEREDITH: No. I'm asking you a  
24 specific question. Who is on the Memphis Land

1 Bank, and who is -- whose money is -- are we  
2 using? Because they're in a partnership with  
3 the Memphis Housing Authority, I'd like to know  
4 who is the owner? Who's putting their money  
5 out there?

6 MR. KURTZ: As I mentioned, the Memphis  
7 Land Bank had several apartment complexes  
8 that --

9 MS. MEREDITH: So you're saying that  
10 Mr. Lipscomb, Mr. Bosasi, and some other people  
11 have invested their money into the Memphis Land  
12 Bank --

13 MR. KURTZ: No, I didn't say that.

14 MR. SANDERS: He's not saying that.

15 MS. MEREDITH: What are you, then?

16 MR. KURTZ: I'm saying that the land bank  
17 owns --

18 MR. SANDERS: You're wrong.

19 MR. KURTZ: The City of Memphis has --

20 MS. MEREDITH: No, I'm not wrong. I'm  
21 asking a question.

22 MR. KURTZ: The City of Memphis has  
23 granted moneys for the land bank and certain  
24 operations. The land bank also as a nonprofit

1 can and does apply for tax credits, loan from  
2 housing tax credits as a nonprofit from the  
3 State of Tennessee Housing Development Agency.

4 When they get those tax credits, they then  
5 sell them on the open market to receive the tax  
6 credit equities, and that's where they bring  
7 the money in to specific development processes  
8 like the Fowler Homes deal.

9 MS. HALL: So what you're saying, Memphis  
10 Land Bank is like stockholders.

11 MR. KURTZ: No. I'm saying it's a private  
12 nonprofit. I don't know.

13 Mr. Perry, if you want to add anything  
14 else.

15 MR. PERRY: It's a nonprofit, so the  
16 people who are on the board, they can't get  
17 anything from it because it's a nonprofit of --  
18 Memphis Housing Authority nonprofit  
19 organization.

20 MS. HALL: Okay.

21 MR. PERRY: Nonprofit organization.

22 MR. KURTZ: He just told you, Robert  
23 Lipscomb.

24 MR. PERRY: They don't get out --

1 MR. KURTZ: They don't invest anything.

2 MR. PERRY: They don't get anything.

3 MR. KURTZ: They don't get anything out of  
4 it.

5 MR. PERRY: It's a nonprofit organization.

6 MS. MEREDITH: Nonprofit organization.

7 MR. KURTZ: It's a nonprofit.

8 MS. MEREDITH: But he's saying they're --  
9 they're using that as -- how you say it? They  
10 using the collateral as building.

11 MR. PERRY: Right. Well, they can't use  
12 it themselves --

13 MR. KURTZ: Can't use it --

14 MR. PERRY: -- because it's an  
15 organization which it's a nonprofit  
16 organization. Same as the housing authority.  
17 We could have -- none of our board members can  
18 get anything from the housing authority --

19 MS. MEREDITH: Right.

20 MR. PERRY: -- because they represent the  
21 corporation --

22 MS. MEREDITH: Right.

23 MR. PERRY: -- which is a nonprofit.

24 MS. MEREDITH: Right.

1           MR. PERRY: Okay. Now, if it was a  
2 private corporation --

3           MS. MEREDITH: Uh-huh.

4           MR. PERRY: -- okay, then it'd be  
5 different because you'd have stockholders --  
6 because those stockholders --

7           MS. MEREDITH: That's all I'm trying to  
8 find out.

9           MR. PERRY: Right.

10          MR. KURTZ: And here there aren't any.

11          MS. MEREDITH: There are no stockholders  
12 there.

13          MR. PERRY: No. There are no  
14 stockholders.

15          MS. MEREDITH: All right. Thank you.  
16 That's all I'm trying to --

17          MR. PERRY: There are no stockholders.

18          MR. KURTZ: No stockholders.

19          MS. MEREDITH: No stockholders, then.

20          MR. KURTZ: Right.

21          MS. MEREDITH: Thank you. That's all I'm  
22 trying to --

23          MR. KURTZ: Okay.

24          MR. PERRY: No stockholders.

1 MS. MEREDITH: Okay. Thank you.

2 MR. KURTZ: Okay. So we'll be starting  
3 that in the fall, though, the construction of  
4 those 72 units at Ford Road.

5 Mr. Tate, we'll go back and pick up Borda  
6 Towers now that you're back. We're going to do  
7 some asbestos removal on the first floor and  
8 look at some of the issues along that first  
9 floor. Piping, water. I understand they've  
10 got some water leaks in there.

11 MR. TATE: You've got a bad problem with  
12 water leaks there.

13 MR. KURTZ: So I've got a design firm  
14 that's already been out looking at the extent  
15 of the asbestos removal that we need to do to  
16 support that. And we're going to look at some  
17 minor work on the first floor, the ventilation  
18 system for those bathrooms -- common bathrooms  
19 on the first floor, and looking at the  
20 fireproofing along the first floor as we did  
21 with some of the other buildings in years past  
22 to make sure that they're -- improve the fire  
23 safety standards on that first floor.

24 The other thing, like the others, we'll go

1 through the seismic analysis and a physical  
2 needs assessment for Borda Towers.

3 MR. TATE: Okay. When would this start?  
4 I've seen them over there in the last couple --  
5 last month or so checking the -- the asbestos,  
6 out taking pictures and things.

7 MR. KURTZ: Uh-huh.

8 MR. TATE: But these leaks done got so  
9 critical till we -- we just got buckets sitting  
10 down there in the floor --

11 MR. KURTZ: Uh-huh.

12 MR. TATE: -- catching water.

13 MR. KURTZ: Right. The thing is we have  
14 to get the asbestos taken care of first because  
15 the people that do the piping aren't capable of  
16 handling the hazardous material. It has to be  
17 handled specifically with a consultant, so....

18 MR. TATE: So that means we going to have  
19 leaks and people taking a chance on falling?

20 MR. KURTZ: No. The consultant was  
21 supposed to be out this week. As soon as we  
22 get the specifications done, we will proceed  
23 with doing that, and shortly after, the pipes  
24 will be replaced, and that should solve --

1 MR. TATE: I was just saying --

2 MR. KURTZ: -- the problem.

3 MR. TATE: -- because -- I mean, we  
4 literally got buckets just sitting down there  
5 catching water --

6 MR. KURTZ: Uh-huh.

7 MR. TATE: -- you know, and that's a bad  
8 thing for --

9 MR. KURTZ: That is.

10 MR. TATE: I mean, you know, people  
11 constant coming, people walking right in and  
12 out of the community room, and you've got a  
13 bucket sitting here and you got to walk around  
14 a bucket.

15 MR. KURTZ: Right. And let me talk  
16 briefly about Cypress Woods.

17 MS. MEREDITH: I'd like to ask one  
18 question. And I'm Ms. Rosie Meredith again.  
19 Mr. Kurtz, you're aware that asbestos a health  
20 issue, don't you?

21 MR. KURTZ: I'm sorry?

22 MS. MEREDITH: You-all are aware that  
23 asbestos is a health issue, right?

24 MR. KURTZ: Yes.



1 MS. MEREDITH: Okay.

2 MR. KURTZ: It can be, yes.

3 MS. MEREDITH: It can.

4 MR. KURTZ: It can be. It depends on what  
5 the state is.

6 MS. MEREDITH: What is the state in these  
7 buildings?

8 MR. KURTZ: Well, it depends on if it's  
9 friable, meaning that it's powdery. If it's  
10 not friable, then -- like if it's contained in  
11 tile, floor tile, or other areas. If it's not  
12 falling apart, there's not a significant  
13 danger.

14 MS. MEREDITH: But you already have water  
15 leaking through the asbestos, so the asbestos  
16 is coming into the environment, right?

17 MR. KURTZ: Depends on where it is.

18 MS. MEREDITH: Right. And I mean --

19 MR. KURTZ: If you're talking about Borda  
20 Towers, the leaks aren't necessarily where the  
21 asbestos is in.

22 MS. MEREDITH: Oh, they're not?

23 MR. KURTZ: No. The asbestos is in the  
24 joints.

1 MS. MEREDITH: Okay.

2 MR. KURTZ: Yes.

3 MR. SANDERS: Albert Sanders, Jefferson  
4 Square. You are aware that there -- there's  
5 some mold in the high-rises.

6 MR. KURTZ: Mold?

7 MR. SANDERS: Mold, yes.

8 MR. KURTZ: No. I'm not aware of that.

9 MR. SANDERS: Especially the older  
10 buildings like Jefferson Square. We -- they  
11 designed these kitchens in the one-bedroom  
12 apartment. Barry Towers is the only one that  
13 has all one-bedrooms. The other three towers  
14 have efficiencies and bedrooms.

15 MR. KURTZ: Uh-huh.

16 MR. SANDERS: In the kitchens that we  
17 have, the way they're situated, there is no air  
18 to get to them because there is no window's on  
19 the inside of a corridor by the hall. They  
20 only want to allow us to have a 60-watt bulb.  
21 They don't come out and do the repair on the  
22 garbage disposal, nor the water, in a proper  
23 time, but yet they say they do it within 24  
24 hours.

1           So you've got a leak up under these  
2           cabinets, mold, and they're rotten. We do have  
3           mold, and that is hazardous to anybody's  
4           health, and especially elderly people because  
5           we're like little bitty children, and it's  
6           there. But the problem is, we turn in the work  
7           orders, and I've asked my people to get a  
8           number.

9           These work orders is not generated. They  
10          come back over and tell the people there is no  
11          mold there. They come back and do their own  
12          inspection. It don't take a rocket scientist  
13          to look up under there and tell you what's up  
14          under there when it's right. And it takes you  
15          four months to get them to repair it.

16          And I'm bringing this up for a simple  
17          reason. Capital improvement does some of the  
18          repairs. And this is not -- it's not anything  
19          against you because they're not turning it into  
20          you. You don't have any knowledge of it, but  
21          there is mold in these towers. I imagine it's  
22          in all four of them.

23                 MS. HALL: Low-rises, too.

24                 MR. SANDERS: I imagine it's there.

1 MS. HALL: It's in the low-rises.

2 MR. SANDERS: I bet because it's an  
3 ongoing thing over here about something up  
4 under there. And anyway, whether it's mold or  
5 not, if your cabinet begin to rot and  
6 deteriorate, they needs to come out and it  
7 needs to be replaced.

8 MR. KURTZ: Right.

9 MR. SANDERS: You need to take your stuff  
10 out, and they need to take it out and make sure  
11 that surface is dry before you come in and  
12 stick a unit up on that back base, and it's  
13 wet -- it's already wet, and you put some  
14 plywood on something that's already wet.  
15 Because we've got leaks at Jefferson.

16 Just had one the other month. Flooded the  
17 whole floor, the lobby. Started on 11,  
18 zigzagged across that thing, came all the way  
19 down. And then what we had over there,  
20 nobody -- it was one of those days, I think,  
21 Martin Luther King's birthday, that Monday.  
22 And we had fecal matter in the lobby.

23 MR. KURTZ: Right.

24 MR. SANDERS: Well, I --

1           MR. KURTZ: I think we discussed this the  
2 other day, Mr. Sanders.

3           MR. SANDERS: I'm saying, but --

4           MR. KURTZ: Uh-huh.

5           MR. SANDERS: -- there are some things  
6 need to be looked at, and they're not looking  
7 at it, and we do have mold.

8           MR. KURTZ: All right. Well, let me  
9 finish up with the last two sites. Texas  
10 Courts has been closed. It was not cost  
11 effective to repair that small site.

12           We have applied for approval from HUD to  
13 sell that, and Alabama Plaza is also in the  
14 same category. We will be applying for  
15 approval from HUD to sell that.

16           I think that covers just about everything  
17 that I've got. We are looking -- continue to  
18 look at possible acquisitions of property  
19 throughout the city of Memphis, depending on  
20 size, condition, and financial availability so  
21 that we can put additional public housing units  
22 in those locations. Okay. Thank you.

23           MS. MEREDITH: Mr. Kurtz, we enjoyed your  
24 presentation, we really did, but still issues

1 are still out there --

2 MR. KURTZ: Uh-huh.

3 MS. MEREDITH: -- as far as that asbestos  
4 and that mold. Now, we would hate to call the  
5 health department in there because people  
6 already have health issues.

7 MR. KURTZ: Uh-huh.

8 MS. MEREDITH: You see what I'm saying?  
9 So if I have chronic bronchitis and there's  
10 asbestos and mold, is it good for my health?  
11 No, it's not.

12 MR. SANDERS: No, because I have it.

13 MS. MEREDITH: So I think that's the  
14 number one issue you-all need to deal with, and  
15 I'm serious, before you have a Class A lawsuit  
16 because it's bad, and it causes other health  
17 issues.

18 MR. KURTZ: I appreciate your comments.

19 MS. MEREDITH: And I'm serious on that.

20 MR. KURTZ: I know.

21 MS. MEREDITH: So put that in the minutes,  
22 too.

23 MR. TATE: Okay. Excuse me. Victor Tate  
24 at Paul Borda Towers. I have two on that first

1 floor where you were talking about. What are  
2 y'all going to do with -- y'all clearing out  
3 asbestos and stuff. That means these two  
4 elderly people that y'all got down there that  
5 are very sickly, and one of them is almost 80  
6 year old. I know ain't no way in the world  
7 y'all going to clear that out and fix that or  
8 whatever, and they going to still be sitting --  
9 staying down there.

10 MR. KURTZ: All right. And that's why  
11 we -- I've got the consultants coming in to  
12 examine it. There are certain types of  
13 asbestos, the way it's been used, and  
14 techniques to remove that asbestos that have no  
15 impact on surrounding population. It all gets  
16 encapsulated within plastic, and they take  
17 measures to insure that it doesn't escape.  
18 There are means and methods to be able to do  
19 that. That's why I get the consultants to come  
20 in and define those parameters for the  
21 contractor.

22 MR. TATE: Well, you know, I've worked  
23 with that infrastructure to asbestos --

24 MR. KURTZ: Uh-huh.

1           MR. TATE:  -- and for an elderly person  
2           that has diabetes and asthma and stuff like  
3           that, it don't take much, and you can't tell  
4           me -- I know because I've worked with it.  
5           There's no way possible you could tell me 100  
6           percent containment.  No.  That's -- that's not  
7           possible --

8           MR. KURTZ:  Uh-huh.

9           MR. HENDERSON:  -- you know, and it  
10          doesn't take but a little bit, just a little  
11          bit for that person to get sick.  They don't  
12          -- they don't even know, you know, and that's  
13          something that really needs to be considered,  
14          if possible, to the utmost.

15          MR. KURTZ:  I appreciate that.

16          MR. TATE:  Uh-huh.

17          MR. KURTZ:  Yes, sir -- yes, ma'am.

18          MONTGOMERY PLAZA REPRESENTATIVE:  I've  
19          just for one -- one word for Montgomery Plaza.  
20          Yesterday our light from the back into it, as  
21          y'all proposed to this young lady that is 40  
22          something years old that's paralyzed on one  
23          side in a wheelchair, but not only that, on  
24          yesterday morning at 9:45 that her apartment's



1 on fire -- I don't know where she was.

2 But I was out there with the manager, and  
3 when it burnt that away, that I don't know what  
4 become of her and where she going to be placed,  
5 but I am going to go by the office when I go by  
6 to take a place and find out what the procedure  
7 is going to take place with her because it's a  
8 whole lot of things that's going on with her  
9 health needs.

10 And I have some of the complaints to take  
11 to the manager. And has y'all planned and when  
12 we have people that paralyzed like that, the  
13 welfare that needs in a place where they'll be  
14 on one floor where they can operate they self  
15 in the bedrooms because I went to her  
16 apartment, her bedroom where she sleeps at.  
17 She had to get a hospital bed in her living  
18 room. I feel that something needs to be acted  
19 on. Thank you, Mr. Kurtz.

20 MR. KURTZ: Okay.

21 MS. HALL: Ms. Christine, you need to take  
22 that to Ms. Partee.

23 MS. BAKER: I think she knows it, too.

24 MS. HALL: Go back and remind her that

1           these are the things that -- she's the social  
2           service -- human service.  These are the things  
3           that she needs to get straight, Ms. Partee.

4                       (WHEREUPON, THE MEETING WAS CONCLUDED.)

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C E R T I F I C A T E

STATE OF TENNESSEE:  
COUNTY OF SHELBY:

I, L. Brittiny Mays, Court Reporter and  
Notary Public, Shelby County, Tennessee,  
CERTIFY:

The foregoing proceedings were taken before me at  
the time and place stated in the foregoing styled cause with  
the appearances as noted.

Being a Court Reporter, I then reported the  
proceedings in Stenotype, and the foregoing pages contain a  
true and correct transcript of my said Stenotype notes then  
and there taken.

I am not in the employ of and am not related to  
any of the parties or their counsel, and I have no interest  
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Witness my signature this the 14th  
day of March, 2006.

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1 MEMPHIS HOUSING AUTHORITY ANNUAL FIVE YEAR PLAN

2 MEETING WITH RESIDENT PRESIDENTS

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9 SITE: MEMPHIS HOUSING AUTHORITY

10 FEBRUARY 3, 2006

11 9:00 A.M.

12

13

14 PRESENT FROM MEMPHIS HOUSING AUTHORITY:

15 ROBERT KURTZ

16 GREGORY PERRY

17 VERNUA HARAHAH

18

19

20

21

22 L. BRITTINY MAYS, COURT REPORTER

23 ALPHA REPORTING CORPORATION

24 100 NORTH MAIN BUILDING, LOBBY

MEMPHIS, TENNESSEE 38103

901-523-8974

1 MR. KURTZ: Good morning, everybody.

2 THE BOARD: Good morning.

3 MR. KURTZ: I'm Bob Kurtz, the director of  
4 capital improvements here at the housing  
5 authority, and I appreciate you taking the time  
6 out of your meeting to allow me to come and  
7 discuss the annual plan and the five-year plan.

8 As you know, this is an annual process the  
9 housing authority goes through. It's our goal  
10 to obtain resident input, and we certainly rely  
11 heavily on the residents' input as we help  
12 change the nature of public housing in the city  
13 of Memphis. We've made a lot of changes over  
14 the last few years, and we still got a lot to  
15 go.

16 I was just out earlier this morning  
17 walking -- or driving along Crump Boulevard,  
18 and we've got mud on one end there right by  
19 Lamar Terrace, and we've got mud on the other  
20 end, Fowler Homes, both of those former public  
21 housing sites, and within the year you're going  
22 to see the new structures rise out of the  
23 grounds, and that's part of the big change that  
24 we're working here.

1           The plan that we're reviewing is at the  
2 public library for comment. It's here at the  
3 central office in the personnel for human  
4 services -- human resources department. And we  
5 have officially opened up the public comment  
6 period. I believe it ends the 15th of March  
7 or thereabouts.

8           The comments should be submitted in  
9 writing. We will be taking notes here as you  
10 know so that we can capture your input and help  
11 the staff review those plans, proposals and  
12 incorporate that into any changes that need to  
13 be made into the proposed plan before we submit  
14 it to HUD.

15           There is a additional public hearing. The  
16 last word I had was the 15th of March  
17 followed up by approval tentatively scheduled  
18 the 23rd of March of this year before  
19 submittal to HUD. HUD then has 75 days to  
20 review it and approve it prior to the start of  
21 the housing authority's fiscal year that starts  
22 on the first of July.

23           I'm going to cover the major initiatives  
24 we have underway in the short-term and in the

1 long-term to give you an idea of where we're at  
2 and where we're going.

3 First of all, we have just awarded a  
4 contract to do a physical needs assessment of  
5 all of the properties, both MHA-managed  
6 properties and privately-managed properties.  
7 The purpose of that is to obtain an outsider's  
8 perspective on required improvements that need  
9 to be made at the various sites.

10 This was an old process, a process  
11 previously required under the capital grant  
12 program. It was eliminated when HUD moved to  
13 the capital fund program. However, when we as  
14 the authority asked to go into a capital  
15 financing plan with HUD, they asked that we do  
16 this kind of physical needs assessment as a  
17 check and balance on the proposals we were  
18 giving them for development. We're going  
19 through with this process.

20 Included within that, this physical needs  
21 assessment at each of the sites, is going to be  
22 a seismic analysis of each of the high-rises.  
23 As you probably know, we live on or near the  
24 New Madrid fault, which is of a concern for

1           everybody. It's been listed, and you've seen  
2           about it in the paper. So we want to see what  
3           our structures look like and what could be done  
4           to try and stabilize them or develop whatever  
5           other options that we need to address the  
6           situation at the high-rises.

7           We also have an energy audit underway  
8           right now with the associated utility study.  
9           That, as I understand, is --

10          Mr. Sanders, would you mind turning the  
11          air conditioner on just a little bit. It's  
12          getting just a little warm. Thank you.

13          The energy audit is underway with utility  
14          allowance study at both the MHA-managed and the  
15          privately-managed sites. Once we get the  
16          results of that audit, what we'll do is we'll  
17          put it out for public comment. I believe it's  
18          a 60-day public comment period.

19          Following that, we would bring in that to  
20          the -- to the MHA board for review and  
21          approval, and that would be implemented on the  
22          residents' rent based on those new utility  
23          allowances.

24          Hello, there.



1           Mr. Perry will bring in the copies of all  
2           of the briefing slide pack that you saw last  
3           time. I did provide to him input in a bullet  
4           form to identify all the projects that I'm  
5           going to discuss now at each of the various  
6           sites. I did want to highlight before I go  
7           into each site, though, a major focus for this  
8           year is going to be the development of senior  
9           centers.

10           Last year we did submit and obtain HUD  
11           approval for elderly designation of three new  
12           sites that will be constructed, and also  
13           approved extension on the existing elderly-only  
14           designation for College Park. As you know,  
15           College Park has 80 units of senior-only  
16           housing.

17           We have in construction now another  
18           80-unit senior center at Old Fowler Homes.  
19           That will be known as Latham Terrace. We have  
20           the site preparation underway right now for  
21           construction of 118-unit senior center at  
22           University Place, former Lamar Terrace. In  
23           addition, we're finalizing the plans for the  
24           construction of the 69-unit senior center in

1 the Uptown area.

2 So you add that up, that's 267 new  
3 elderly-only designated sites within the next  
4 15 months, in addition to the 80 already at  
5 College Park.

6 Jackie Partee is going to be working with  
7 William Webb and the various private management  
8 companies as we work towards lease-up on those  
9 facilities, so that will be something over the  
10 next six months or so you'll want to keep an  
11 eye on and see where that goes.

12 And let me go through the various sites  
13 and let you know what we have proposed are  
14 underway. At Lamar Terrace, University Place,  
15 I mentioned 118 senior center. I believe it's  
16 about 80 -- excuse me, 90 public housing units  
17 of that 118. It's got a prominent position  
18 right at the front of the development on Lamar  
19 Avenue.

20 MS. HALL: Denise Hall, Dixie Homes. In  
21 all, how many units will you have for low  
22 income?

23 MR. KURTZ: At University Place?

24 MS. HALL: University Place.

1           MR. KURTZ: Let me see if I've got it  
2 here. Got 82 in the senior center, 44 family  
3 rental, and 24 in the third phase of family  
4 rental. So that's, what, 130 right there. And  
5 then some of these non-ACC units are tax  
6 credit, which are also affordable housing.

7           MS. HALL: Okay.

8           MR. KURTZ: The first phase, as I  
9 mentioned, is that senior center. Lease-up's  
10 supposed to begin next spring.

11          MS. HALL: Okay. Denise Hall, Dixie  
12 Homes.

13          MR. KURTZ: Uh-huh.

14          MS. HALL: In Uptown and in Greenlaw,  
15 y'all have senior citizens.

16          MR. KURTZ: The Uptown, we're just  
17 submitting for -- the plans for the senior  
18 center to be built there, 69 units. That will  
19 be through this summer when construction would  
20 start.

21                 Greenlaw, I don't -- is not an  
22 elderly-only designated site, but there are 22  
23 public housing units there of the 88 in the --

24          MS. HALL: What about Metro?

1 MR. KURTZ: The Metropolitan --

2 MS. HALL: Metropolitan.

3 MR. KURTZ: There are 114 units there. I  
4 didn't bring my chart. I don't recall the  
5 exact number. I'll have to get that for you.

6 MS. HARAHAAN: What is it usually,  
7 30 percent?

8 MR. KURTZ: We typically go anywhere from  
9 30 to 50 depending on the amount of federal  
10 money that the housing authority invests in the  
11 site.

12 MS. HARAHAAN: So 30 percent of the 114  
13 would be probably the most appropriate for that  
14 site.

15 MR. KURTZ: Yeah. I will -- I tell you  
16 what: I will go back and confirm because I've  
17 got the chart downstairs.

18 MS. HARAHAAN: Okay. Do you need me to  
19 call somebody to get it up here?

20 MR. KURTZ: No, no.

21 MS. HARAHAAN: Okay.

22 MR. KURTZ: I'll get it.

23 MS. HARAHAAN: And I'll just mail it to  
24 you.

1 MS. HALL: Denise Hall. For what I  
2 thought the 30 percent was all the units  
3 combined.

4 MS. HARAHAAN: It depends. It's all the  
5 combined, or if they put it in the application,  
6 they would do 30 percent of certain types of  
7 designated units, whether or not there were  
8 going to be single-family scattered sites or  
9 whatever. It depends on what they specified in  
10 the application.

11 MR. KURTZ: Yeah. Each of the  
12 developments is handled by phases based on the  
13 availability of funding from the various  
14 sources, whether it's federal, whether it's  
15 city, whether it's private mortgage, or whether  
16 it's low income housing tax credits that come  
17 in from THDA.

18 Yes, sir.

19 MR. SANDERS: Albert Sanders, Jefferson  
20 Court Square. What this all -- what we was  
21 trying to get at, within that 30 percent, what  
22 we've been listening at, it's never anything  
23 designated for the seniors.

24 MR. KURTZ: Right.

1           MR. SANDERS: And we knows we got a lot of  
2 people in the towers who want to come out of  
3 them.

4           MR. KURTZ: Uh-huh.

5           MR. SANDERS: That's what I'm saying.

6           MR. KURTZ: Okay. I understand that  
7 comment. The --

8           MR. SANDERS: It's like when you're coming  
9 back. And the way it looks like they're  
10 bringing them back within -- within that  
11 30 percent, they're not including those  
12 seniors.

13           MR. KURTZ: Uh-huh. Well, what -- seniors  
14 aren't -- it's not an exclusive occupancy in  
15 the Metropolitan or Greenlaw. They're a  
16 specific -- there's a specific process the  
17 housing authority has to go through to obtain  
18 an elderly-only designation, and it has to be  
19 done in accordance with the market study to  
20 show the demographics support that.

21           Consequently, we've done some developments  
22 that are senior-only, and we have others that  
23 are your general mixed population based on  
24 income. So that's why this past year we went

1 in and got designation extension for College  
2 Park because that, we believe, has been a good  
3 facility.

4 We've got elderly-only designation to go  
5 into the former Fowler site on that one  
6 building of two phases. There's two phases to  
7 Fowler. One phase will be elderly-only. For  
8 University Place, the first phase again is  
9 elderly-only.

10 MR. SANDERS: All right.

11 MR. KURTZ: And then in this case, in  
12 Uptown, it's the latter phase. The housing  
13 authority looked at the way things were going  
14 in Uptown. Some of the issues with acquisition  
15 of land and timing to determine the best  
16 approach, rather than doing more scattered, was  
17 to put together a senior center there.

18 MR. SANDERS: All right. Thank you.

19 MS. HALL: I have a question. Denise Hall  
20 with Dixie Home. We have the seniors. We have  
21 low income. What about disabled? How do y'all  
22 qualify those?

23 MR. KURTZ: Thank you for that question.  
24 Disabled is a major concern for us. We have

1 worked with the center for independent living  
2 on a variety of issues over the last several  
3 years. Every new development that we put in,  
4 anytime there's any federal funding that goes  
5 into it, we are required by law to make  
6 5 percent of the units fully  
7 handicapped-accessible. And additional  
8 2 percent --

9 MS. HALL: I mean, well, all -- all -- all  
10 disabled are not handicapped. I'm disabled. I  
11 don't -- I don't need a wheelchair.

12 MR. KURTZ: Well, let me address that in  
13 two -- the second part. We have the 5 percent  
14 requirement, which is typically your  
15 handicapped-accessible requirements for  
16 wheelchair, okay. But not in total. And the  
17 other is an additional 2 percent requirement  
18 for audiovisual-impaired. That goes into the  
19 new construction.

20 Beyond that, the housing authority has a  
21 responsibility to provide reasonable  
22 accommodation. If you have a certain handicap  
23 condition, disabled condition, then you have  
24 -- you have the right to present to the



1 management your request for specific actions to  
2 meet your condition. And then the housing  
3 authority has a responsibility to review that  
4 and make some type of reasonable accommodation.  
5 And that can be a variety of issues. Depends  
6 on what your particular disability or handicap  
7 is.

8 MS. HALL: I mean, I'm looking at all of  
9 the programs that MHA has.

10 MR. KURTZ: Uh-huh.

11 MS. HALL: But you have for handicapped.

12 MR. KURTZ: Uh-huh.

13 MS. HALL: Handicapped and disabled  
14 totally two different status of people.

15 MR. KURTZ: Uh-huh.

16 MS. HALL: I'm handicap. I'm disabled,  
17 but I'm not handicapped.

18 MR. KURTZ: Uh-huh.

19 MS. HALL: I don't need a handicap  
20 building.

21 MR. KURTZ: I understand.

22 MS. HALL: But y'all -- I mean, it's  
23 nothing that this agency does for disabled.  
24 5 percent of 900 units is what?

1           MR. KURTZ: 5 percent of 900 units --  
2 well, 10 percent will be 90, so it's 45.

3           MS. HALL: 45 units for the disabled.

4           MR. KURTZ: Uh-huh.

5           MS. HALL: Is that fair?

6           MR. KURTZ: Well, that is what the law  
7 requires us to do, and we're going to provide  
8 for compliance with all federal laws, and then  
9 with our development process. If you have a  
10 specific disability, it's incumbent upon you or  
11 any other resident who has a disability to  
12 bring that disability to the attention of  
13 management to seek a reasonable accommodation.

14           And I would encourage you to use those  
15 very terms of "reasonable accommodation" to  
16 your disability. That establishes a legal  
17 requirement for the agency to look at that  
18 disability and determine what measures could be  
19 used to help you in that disability.

20           We can't build every unit to accommodate  
21 every disability in the world because we don't  
22 know what they are, and we don't know how  
23 different people would respond to that. But we  
24 do meet the federal standard for a 5 percent

1           handicapped-accessible, 2 percent audiovisual,  
2           and we are requiring --

3           MS. HALL: Excuse me, what you mean by  
4           audiovisual?

5           MR. SANDERS: Be hearing and sound.

6           MR. KURTZ: Sight and sound. Sight and  
7           sound.

8           MS. HALL: And when did y'all start doing  
9           that?

10          MR. KURTZ: We've been doing that for some  
11          time. When you have -- partic- -- the biggest  
12          thing is when you look at the fire alarm  
13          systems --

14          MS. HALL: Uh-huh.

15          MR. KURTZ: -- and you see the flashers,  
16          that's an audio --

17          MS. HALL: Yeah.

18          MR. KURTZ: -- measure that we take  
19          because some people can't hear --

20          MS. HALL: Okay.

21          MR. KURTZ: -- and that's one of the  
22          accommodations. That's part of the 2 -- that  
23          basically is the 2 percent requirement in the  
24          fire alarm system.

1 MS. HALL: Now, the only development I  
2 seen those in Smith Homes.

3 MR. KURTZ: Uh-huh.

4 MS. HALL: Do you have them in your  
5 development, Rosie?

6 MS. MEREDITH: Uh-huh.

7 THE BOARD: We have them.

8 MS. HALL: You have them in the  
9 high-rises. What about the low-rises?

10 MR. KURTZ: They are put in -- they are  
11 put in 2 percent of the units in new  
12 construction. Now, the housing authority does  
13 maintain a list of the handicapped-accessible  
14 units. Supposed to have 2 percent units -- I  
15 can't confirm whether those units are present  
16 on the site right now in every development. I  
17 don't know that, but I will discuss that with  
18 Mr. Webb.

19 MS. BAKER: Good morning, Mr. Kurtz. I'm  
20 Beverly Baker --

21 MR. KURTZ: Hi.

22 MS. BAKER: -- why are there some  
23 residents that are unhandicapped living in  
24 handicapped-accessible units in Cleaborn?

1           MR. KURTZ: I'm going to have to defer  
2           that to Mr. Webb. I don't -- I'm not in charge  
3           of the occupancy policy. I do -- I can say  
4           that because we in capital improvements have  
5           done multiple repairs on many units, sometimes  
6           we've -- sometimes units are repaired, and if  
7           they're not occupied, they get vandalized, and  
8           I think they may be part of management's  
9           strategy to minimize the loss by putting  
10          someone into a unit to make sure it doesn't get  
11          vandalized.

12          Knowing that, that individual has --  
13          presumably signs an understanding that they  
14          would be relocated if somebody with a handicap  
15          need says, I need to use a -- I need a handicap  
16          unit. And that's just my conjecture on, I  
17          think, how operations handles that.

18          MS. BAKER: Okay.

19          MR. KURTZ: Okay. Any other question  
20          before I go back into where we're at on  
21          University Place?

22          Okay. We've got a lot of demolition  
23          projects underway at University Place. If you  
24          have an opportunity today and over the next

1 couple of weeks, you're going to see the former  
2 Baptist rehab hospital get demolished. We're  
3 going to be finishing the demolition of the old  
4 Memphis Furniture Factory as you move westward,  
5 and we've already completed the demolition of  
6 the 601 Dudley Big A Auto Parts warehouse.

7 All those demolitions are in advance of  
8 second and third phases of University Place.  
9 So all told, you know, we -- you know, it's  
10 close to 400 something units that are going to  
11 be built at University Place between I-240 and  
12 east along the south side of Crump.

13 MS. HALL: Excuse me, Denise Hall.

14 MR. KURTZ: Uh-huh.

15 MS. HALL: So what are you -- what you're  
16 saying is that when -- where the Baptist Rehab  
17 was, y'all going to build houses --

18 MR. KURTZ: That's right.

19 MS. HALL: -- in that area, too.

20 MR. KURTZ: That's right. That's part of  
21 the whole --

22 MS. HALL: So we're going all the way from  
23 Lamar just about -- not Lamar, from the  
24 interstate --

1 MR. KURTZ: Uh-huh.

2 MS. HALL: -- back to East Street.

3 MR. KURTZ: Correct.

4 MS. HALL: So in that phase we have 400  
5 units --

6 MR. KURTZ: Uh-huh.

7 MS. HALL: -- and a hundred and how many  
8 units goes to --

9 MR. KURTZ: 118 are in the senior center.

10 MS. HALL: Senior center, 118.

11 MR. KURTZ: And 82 of those are public  
12 housing. The rest are -- 36 units are  
13 affordable housing governed by the tax credit.

14 MR. TATE: I thought you said that 80  
15 units was for seniors only.

16 MR. KURTZ: 82.

17 MS. HALL: Well, I'll go for 200 since I'm  
18 looking at -- if you got 400 units, at least  
19 half of it should go to low income and senior  
20 citizens units. So would, really, houses.

21 MR. KURTZ: On a family rental, which is  
22 the next phase, there are 44 ACC units -- that  
23 means public housing -- 108 nonpublic  
24 housing -- some of those are going to be

1           affordable, but they're all rental -- for a  
2           total of 152.

3           MS. HALL: There will be no ownership.

4           MR. KURTZ: There will be a phase of --  
5           two phases of home ownership for a total of 68  
6           units. That's some of the later phases of the  
7           grant. And Phase 3 is a 24 public housing, 126  
8           nonpublic housing, for a total of 150.

9           MS. HALL: I see they have broke that  
10          ground over there. When are you going to start  
11          building?

12          MR. KURTZ: The site preparation work is  
13          underway right now for the senior center, and  
14          we're expecting to close with HUD on all the  
15          documentary -- documents necessary for the  
16          construction of the senior center, we should  
17          close within two weeks. I think the 14th is  
18          the scheduled date for closing with HUD.

19          Once they have approval, our development  
20          partners have solicited for a general  
21          contractor to actually build the structure.  
22          Within 60 days you should see the foundation in  
23          on that building.

24          Okay. That's University Place. We've got



1 a lot going on there.

2 MR. TATE: Excuse me.

3 MR. KURTZ: Yes, sir.

4 MR. TATE: My name is Victor Tate from  
5 Paul Borda Towers.

6 MR. KURTZ: Uh-huh.

7 MR. TATE: Of all the sites, you only have  
8 four sites that's going to have senior citizen  
9 facilities on it?

10 MR. KURTZ: At the present time, right.  
11 That's what we have. We're looking at other  
12 options as well but not necessarily in this  
13 plan year. We're in discussion about how we're  
14 going to develop Graves Manor. One of the  
15 things we're considering is putting a senior  
16 center at Graves Manor. We have about 36 acres  
17 of land there.

18 We had talked about doing -- building a  
19 senior center perhaps at Horn Lake Heights on  
20 Horn Lake Road in southwest Memphis. We're  
21 considering how we might develop some  
22 senior-type housing facilities in the Cleaborn  
23 Homes/Foote Homes area, but none of that is  
24 -- we don't have any definitive plans on that

1 yet. It's just thinking through how we would  
2 go about that, where we would get the  
3 appropriate funding to do it.

4 Right now we're -- now, capacitywise  
5 there's only so much -- so much funding  
6 available at a given time, and what we're doing  
7 now is putting in the senior centers at those  
8 locations where we've already demolished older  
9 facilities.

10 MR. TATE: So you're saying, in other  
11 words, that in all the planning that we've done  
12 in building all these sites and stuff, we  
13 really never planned in the senior citizens.

14 MR. KURTZ: No, that's not true. As I  
15 mentioned at the start, we did have all along  
16 intention of putting the senior center at  
17 Fowler, and that's what we're doing right now.  
18 We did have intention of putting the senior  
19 center at Lamar Terrace. That's what we're  
20 doing right now, and both of those are the  
21 first phases of those particular developments.

22 Uptown is an addition that wasn't in the  
23 original, but we went back and reconsidered and  
24 determined that putting a senior center in

1 Uptown was advantageous to the resident  
2 population, and so we thought that would be a  
3 way to go.

4 So we have those three plus the College  
5 Park already have been built, so -- you know,  
6 we -- that's 260 units within the next 15  
7 months of elderly-only coming online, which I  
8 think speaks well to the direction we're going  
9 and the investment of money that we're making  
10 towards seniors in the community. We're not  
11 done yet, but we're on the way.

12 MS. HALL: Denise Hall with Dixie Homes.  
13 Now, Dixie, when they -- when they redo  
14 Dixie --

15 MR. KURTZ: Uh-huh.

16 MS. HALL: -- which we had -- I think the  
17 letters came out Monday --

18 MR. KURTZ: Uh-huh.

19 MS. HALL: -- in order to take Section 8,  
20 your eligibility. Will they have senior  
21 citizens there?

22 MR. KURTZ: There's not a specific -- to  
23 the best of my knowledge, there's not a  
24 specific elderly-designated-only phase.

1 MS. HALL: Okay.

2 MR. KURTZ: Doesn't mean an elderly person  
3 can't stay there.

4 MS. HALL: I know that, but what I'm  
5 saying --

6 MR. KURTZ: Okay.

7 MS. HALL: -- will you have handicap --  
8 you will have handicapped-accessible units.

9 MR. KURTZ: Everywhere, yes.

10 MS. HALL: But you won't have a senior  
11 citizen building.

12 MR. KURTZ: Correct. There won't be an  
13 exclusive senior-citizen-only to the best of my  
14 knowledge at the present time.

15 MS. HALL: Okay. In the surrounding areas  
16 of Dixie Home, like Ayers Street --

17 MR. KURTZ: Uh-huh.

18 MS. HALL: -- Decatur --

19 MR. KURTZ: Uh-huh.

20 MS. HALL: -- Merriwether --

21 MR. KURTZ: Uh-huh.

22 MS. HALL: -- who owns that property, and  
23 what are they going to do with that property  
24 because it's just -- I mean, I can understand

1           that we're putting beautiful units in Dixie  
2           Homes, but what about the surrounding areas?  
3           Those are the areas that need to be worked on.

4           MR. KURTZ: Right. And that is a bigger  
5           -- that's a big question. What we talked  
6           about --

7           MS. HALL: Now, y'all took Lamar  
8           Terrace -- y'all bought the whole surrounding  
9           areas of that development.

10          MR. KURTZ: Uh-huh.

11          MS. HALL: It going to look pretty over  
12          there because you bought the entire area.

13          MR. KURTZ: Uh-huh.

14          MS. HALL: To fix it up.

15          MR. KURTZ: Right. Well, everybody here's  
16          familiar with the City of Memphis funding  
17          situation and the difficulty at the present  
18          time with cash in the city. All of those  
19          acquisitions at the Baptist hospital, the  
20          Memphis Furniture, the Big A Auto Parts, all of  
21          those, as well as the demolition along those  
22          properties, all of those were paid for or will  
23          be paid for from the City of Memphis  
24          contribution to the Hope VI application

1 process.

2 The City of Memphis was not able to  
3 contribute the same amount of capital to the  
4 Dixie Homes application as they were to the  
5 University Place. So there's only so much --  
6 you know, we -- I agree with you, we would like  
7 to have been able to acquire more land around  
8 Dixie homes. It wasn't feasible financially.

9 The other part of it is when the  
10 applications are submitted to HUD, there's  
11 specific criteria that HUD has on what you can  
12 do or what is eligible and how you can  
13 structure your proposal.

14 For example, if you were going to build  
15 home ownership, you have to -- you have to show  
16 evidence of control of the land when the  
17 application goes in. Well, if you have to show  
18 that you own the land or have a right to own  
19 the land when the application goes in and you  
20 only have 60 days to submit your application,  
21 there's a limited time to be able to say, Well,  
22 we want to buy that piece of property and that  
23 piece of property, make sure you've got the  
24 money to do it, make sure it's environmentally

1 sound to make that purchase. There wasn't  
2 enough time, and there wasn't enough resources  
3 to be able to buy lands adjacent to Dixie  
4 Homes.

5 Thankfully, because we own the area in  
6 Cleaborn Homes south of Georgia Avenue, we  
7 already owned that property. We were able to  
8 include that within the Dixie Homes application  
9 as the home ownership phase. So that is in  
10 fact going to be the first phase of the Dixie  
11 Homes grant implementation is the construction  
12 of 30 single-family home ownership units at  
13 Cleaborn Homes TN111.

14 I agree with you, and I know a lot of  
15 other people in the community are concerned  
16 about the areas adjacent to the Dixie Homes  
17 area, and hopefully --

18 MS. HALL: I mean -- I mean --

19 MR. KURTZ: -- we'll be able to raise  
20 capital to be able to do something about it.

21 MS. HALL: What I'm looking at, in every  
22 development that has been renovated --

23 MR. KURTZ: Uh-huh.

24 MS. HALL: -- the land was bought around.

1           Just like Greenlaw. They put -- put new  
2           houses --

3           MR. KURTZ: Uh-huh.

4           MS. HALL: -- renovated those houses all  
5           around that area.

6           MR. KURTZ: Uh-huh.

7           MS. HALL: They have bridges, they have  
8           the bus station right there. Everything is new  
9           there.

10          MR. KURTZ: Uh-huh.

11          MS. HALL: But Dixie going to have  
12          beautiful units --

13          MR. KURTZ: Uh-huh.

14          MS. HALL: -- and when you walk out your  
15          door, what are you going to be looking at? A  
16          parking lot --

17          MR. KURTZ: Uh-huh.

18          MS. HALL: -- some broke-down apartments,  
19          and interstate.

20          MR. KURTZ: Well, and I don't know if I  
21          brought it up here. Let me see if I can get  
22          -- a lot of it depends on the availability of  
23          funds and what you're able to do with the  
24          resources that you have at the given time.



1 MS. HALL: It's some -- it's some  
2 apartments being built on -- on -- on Decatur.  
3 Who own those units?

4 MR. KURTZ: Probably Mr. Bueller.

5 MS. HALL: Uh-huh.

6 MR. KURTZ: I'm thinking it's Mr. Bueller.

7 MR. SANDERS: They bought the property  
8 down there.

9 MS. HALL: Yeah. Now, he come in just in  
10 time to get some Section 8 vouchers.

11 MR. KURTZ: Yeah. Well, you know, and  
12 that's part of the private enterprise business.  
13 We can't control everything that happens in the  
14 city of Memphis.

15 MS. HALL: Well, do he own any other  
16 property besides the one on Decatur?

17 MR. TATE: He owns a lot of properties. A  
18 lot of properties.

19 MS. HALL: I'm talking about in that area.

20 (Mr. Kurtz talking on phone.)

21 MR. KURTZ: Okay. Let me proceed on  
22 talking about where we're at at Dixie Homes,  
23 and I'll have Pam bring up the drawings so you  
24 get an idea of what we're able to propose with

1 the moneys we have.

2 At Dixie, of course, we're going to take  
3 down that building at 1011 Mosby. We finally  
4 got the insurance money to demolish that. And  
5 we're going to assist in the relocation of the  
6 residents. You've all been notified of that  
7 process.

8 And once we work through all the issues on  
9 relocation, we'll start demolition of the  
10 sites. That could be this calendar year. It  
11 depends on how the relocation goes.

12 MS. HALL: Okay. What I'm looking at --  
13 Denise Hall.

14 MR. KURTZ: Uh-huh.

15 MS. HALL: What I'm looking at, we have  
16 Cypress Woods down.

17 MR. KURTZ: Uh-huh.

18 MS. HALL: We have Ford Road -- what is  
19 that, Horn Lake, Ford Road?

20 MR. KURTZ: Uh-huh.

21 MS. HALL: Ford Road down.

22 MR. KURTZ: Right.

23 MS. HALL: Fowler Homes down.

24 MR. KURTZ: Right.

1 MS. HALL: We have New Chicago. What's  
2 that, Montgomery? Montgomery Plaza.

3 MR. KURTZ: And Oates Manor.

4 MS. HALL: Oates Manor down.

5 MR. KURTZ: I tell you what.

6 MS. HALL: And we have Graves Manor down,  
7 and we have Lamar Terrace.

8 MR. KURTZ: Let me go through this because  
9 I think I'm going to answer most of your  
10 questions as I go through each of the sites  
11 because we do have time lines for specific  
12 investment of money based on availability of  
13 funds.

14 MS. HALL: Well, I mean, seem like to me  
15 before you take all these down you should have  
16 at least two up.

17 MR. TATE: That's what I don't understand.

18 MR. KURTZ: Well, but look. We have  
19 College Park has been done.

20 MS. HALL: College Park is one place.

21 MR. KURTZ: I know College Park is one  
22 place.

23 MS. HALL: But you have five down.

24 MR. KURTZ: Well, look. We've --

1 MS. HALL: Five off -- off land.

2 MR. KURTZ: Okay. Let's back up.

3 MS. HALL: Six.

4 MR. KURTZ: Let's back up and think, now.

5 We did a total renovation of Lauderdale Courts.

6 That's back up now. We built the Metropolitan.

7 MS. HALL: But it's not public housing.

8 MR. KURTZ: There's seven --

9 MS. HALL: It's afford- -- it's affordable

10 housing --

11 MR. KURTZ: There's 76 public housing

12 units --

13 MS. HALL: That's not --

14 MR. KURTZ: -- that we have --

15 MS. HALL: Okay.

16 MR. KURTZ: -- at Uptown Village.

17 MS. HALL: Dixie Homes is total public

18 housing. That's what I'm talking about.

19 Nothing come back is total public housing

20 because y'all getting these Hope VI grants.

21 MR. KURTZ: No. There's a couple --

22 MS. HALL: Okay. That's fine, but what I

23 am saying we have six development off land.

24 MR. KURTZ: Uh-huh.

1 MS. HALL: How many do we have online?

2 Five, six? It's nine of us here.

3 MR. KURTZ: Uh-huh.

4 MS. HALL: We only have nine.

5 MR. TATE: We only have five -- well,  
6 eight -- well, there's only four then because  
7 you got Ford Towers, and Uptown --

8 MS. HALL: Okay. We're not -- we're not  
9 talking about the towers. We got four -- we  
10 got four developments --

11 MR. KURTZ: Very good.

12 MS. HALL: -- low income up.

13 MR. KURTZ: Let me --

14 MS. HALL: Dixie, Cleaborn, Foote, and  
15 Montgomery.

16 MR. KURTZ: Denise, the reality of the  
17 situation is HUD only gives us so much money.  
18 HUD has continued to cut the amount of money in  
19 subsidy. When the sites are 40, 50, 60 years  
20 old, the cost to maintain them with the money  
21 we get from HUD is inadequate to maintain  
22 living conditions. Consequently, HUD and the  
23 finances of the situation are forcing us to  
24 look at setting up different kinds of

1 communities.

2 That's why Lauderdale Courts was taken  
3 off-line and brought back as a mixed-income  
4 community because the market rate and the other  
5 affordable help sustain financially where the  
6 HUD money doesn't, and that's why it has to  
7 work that way.

8 We can't afford to build a 600-unit pure  
9 public housing site as a replacement for Dixie  
10 Homes because economically it won't -- it won't  
11 function.

12 MR. TATE: Okay.

13 MS. HALL: But what I'm saying is this: I  
14 can understand what you're saying. I know all  
15 about HUD and the moneys and I --

16 MR. KURTZ: Uh-huh.

17 MS. HALL: -- I understand the Hope VI.  
18 But what I am saying is this: Where are the  
19 poor people going to stay --

20 MR. KURTZ: Uh-huh.

21 MS. HALL: -- if you keep tearing down  
22 developments, bringing them back as Hope VI?

23 MR. KURTZ: Well --

24 MR. TATE: I think I can put your question

1           in a simpler form.  You're tearing down all  
2           these houses, and you're tearing down all these  
3           developments.  You claim that you don't have  
4           enough money.  You tear down everything -- you  
5           know, you only have enough money to start  
6           another building.  You ain't got enough money  
7           to finish development.  Why you tear all these  
8           sites down?  Why not take down two, finish  
9           those two, then tear down a couple of others --

10           MS. HALL:  That's right.

11           MR. TATE:  -- then finish those?  That way  
12           you won't have all these sites down and no  
13           place for peoples to stay.

14           MS. HALL:  Nobody's nothing on-line.

15           MR. TATE:  I mean, you know, you just  
16           tearing up a little of HUD money here, a little  
17           of HUD money there, a little of HUD money  
18           there.  Put all that money together and put it  
19           on one site and finish that site.  You know,  
20           bring it on-line.

21           MR. KURTZ:  I appreciate your comments,  
22           and it's a real concern of everybody in the  
23           agency about the impact on the residents.  If  
24           you go back, though, and look at where you were

1 five to ten years ago, you were looking at  
2 severely deteriorated sites across the whole  
3 city, and half of them had less than 50 percent  
4 occupancy.

5 And so when you look at Lauderdale Courts,  
6 it was -- it was virtually empty. You look at  
7 Fowler Homes. It was virtually empty. Graves  
8 Manor was the same way. The occupancy was way  
9 down because the units --

10 MS. HALL: Okay. We can fault --

11 MR. KURTZ: -- were not habitable.

12 MS. HALL: We can fault the agency for  
13 that --

14 MR. KURTZ: Okay.

15 MS. HALL: -- for this simple reason:  
16 Those units, those managers or -- whatever  
17 happened, I don't know what happened. Some of  
18 those units was closed up for years --

19 MR. KURTZ: Uh-huh.

20 MS. HALL: -- without repair --

21 MR. KURTZ: All right.

22 MS. HALL: -- and occupancy. So  
23 therefore, when someone move out -- now, I been  
24 in Dixie Homes 27 years. The first 15 years I



1 was in Dixie Homes, you couldn't -- they had  
2 emergency units --

3 MR. KURTZ: Uh-huh.

4 MS. HALL: -- which is someone had a fire  
5 or something happened, they could move someone  
6 in the emergency units. They -- anytime  
7 somebody moved out of a unit, they went in,  
8 painted that unit, cleaned it up, and put  
9 someone in it.

10 MR. KURTZ: Uh-huh.

11 MS. HALL: This agency changed their  
12 policy. That's why we had vacancies on these  
13 developments.

14 MR. KURTZ: Uh-huh.

15 MS. HALL: It's not because people  
16 needed -- what's the waiting list now, 4,000?  
17 What's the waiting list?

18 MR. KURTZ: 10,000.

19 MS. HALL: 10,000?

20 MR. KURTZ: 10,000.

21 MS. HALL: Okay. Where -- where -- where  
22 these people going to go? If they had have  
23 kept these units occupied as they should have,  
24 we wouldn't have had the problems of not having

1           enough people.  If we have 400 units in Footes  
2           Homes --

3                     MR. KURTZ:  Uh-huh.

4                     MS. HALL:  -- I don't think but five of  
5           those units supposed to be empty because people  
6           need -- if it -- if it was -- if they didn't  
7           have -- if they didn't have any place to stay,  
8           they could have come to Footes Homes.  But if  
9           those managers closed those units, boarded  
10          those units up, didn't do anything with them.  
11          I know in Dixie Homes some units sit there for  
12          ten years.

13                    MR. KURTZ:  Uh-huh.  And that's not right.

14                    MS. HALL:  It's -- it's not the fault of  
15          the people.  It's the fault of this agency.

16                    MR. KURTZ:  I appreciate your comments.  
17          You can submit those in writing to the -- to  
18          the executive director for his consideration as  
19          we -- as we implement the plan.

20                    MR. TATE:  Yeah.  I can see -- Victor  
21          Tate, Paul Borda Towers.  I mean, you know,  
22          okay.  You got all these that y'all done  
23          started.

24                    MR. KURTZ:  Uh-huh.

1           MR. TATE: Before any of these finished,  
2           you fixing to close down Dixie Homes and add  
3           another 400-and-something people out again.

4           MR. KURTZ: Uh-huh.

5           MR. TATE: I mean, why not go on and  
6           finish one or two of those sites, then do that?  
7           You'll have -- I mean, you know -- I mean,  
8           logically speaking, I mean, you know, you --  
9           you've got all these sites closed down, and  
10          then you fixing to close another one down, and  
11          you ain't finished nothing else. You ain't  
12          finished nothing else.

13          I mean, you just fixing to close something  
14          down. 400-something units and, hey, these  
15          people ain't really got no place to go. I  
16          mean, you ain't opening nothing else. Then  
17          it's going to be the same way with that one.  
18          You going to close -- you going to close  
19          another one down. That's -- that's terrible.

20          MS. HALL: Got nothing else to close down  
21          after they close these. What you going to do?

22          MR. KURTZ: Okay. I appreciate your  
23          comments on that. Thank you.

24          All right. Well, that's where we're at on

1 Dixie Homes is by the fall of 2007 we'll start  
2 Phase 1 site improvements. This is what Dixie  
3 Homes is conceptually going to look like  
4 (referring to chart) .

5 MS. HALL: Is that upside down?

6 MR. KURTZ: Well, it depends. This is  
7 north up here. This is Poplar Avenue.

8 MS. HALL: That's -- where Poplar?

9 MR. TATE: Where be Poplar as you go into  
10 Pauline. See the --

11 MR. KURTZ: Here's Pauline right here.

12 MR. TATE: And here your Pauline --

13 MS. HALL: Okay.

14 MR. TATE: -- east and west --

15 MS. HALL: Okay. I see it now.

16 MR. KURTZ: And the -- we're going to put  
17 a series of ponds along the northern boundary  
18 over --

19 MR. TATE: On the back side.

20 MR. KURTZ: -- the interstate, yes. For  
21 some of the water retention requirements.

22 MS. HARAHAHAN: And, also, near the  
23 interstate at the back, because he's using  
24 federal funds, there is a noise as well as

1 distance from the interstate that he has to  
2 adhere to, which is one of the reasons why  
3 we -- really and truly that they could not buy  
4 some of the adjacent property in the area.

5 MR. TATE: Now, I notice they putting up  
6 the --

7 MS. HALL: Okay. Now, I'm -- I'm looking  
8 at Dixie Homes. Now, they said in a meeting  
9 that, now, if we putting these ponds up here,  
10 we have an elementary school up the street.

11 MR. KURTZ: The elementary school is right  
12 here.

13 MS. HALL: That's what I'm saying.

14 MR. KURTZ: This is --

15 MS. HALL: Don't you think that that --

16 MR. KURTZ: It's on the other side of the  
17 interstate.

18 MS. HALL: -- water going to fascinate  
19 those children?

20 MR. KURTZ: Well, there --

21 MS. HALL: Is it going to be fenced in?

22 MR. KURTZ: Yes.

23 MS. HALL: Okay.

24 MR. KURTZ: Okay. Let's move along. The

1 question was raised what about Oates Manor. We  
2 have started our master planning effort to  
3 design what we're going to put back at New  
4 Chicago.

5 The housing authority is about to finish  
6 acquiring land on Firestone Avenue just east of  
7 Manassas High School, former industrial sites.  
8 We are going to demolish those facilities and  
9 build approximately 150 public housing units in  
10 the first phase of development. Within the  
11 plan we have --

12 MS. HALL: With the 150 public housing  
13 units, how many units in all did they put back  
14 up there?

15 MR. KURTZ: We haven't -- we haven't  
16 finished all the financial analysis to see what  
17 the appropriate mix is going to be.

18 MS. HALL: Okay.

19 MR. KURTZ: We'll be using some tax --  
20 likely using some tax exempt bond funding.  
21 We've gotten a grant from the City of Memphis  
22 for the acquisition of those properties and the  
23 demolition, and we will be applying for a Hope  
24 VI grant for that area. It's a vacant area

1 now. Of course, Oates Manor was demolished.

2 The housing authority had proposed to  
3 negotiate the sale of that to Memphis City  
4 Schools. Memphis City Schools and HUD -- based  
5 on the way legally it had to work, Memphis City  
6 Schools had to file a lawsuit that took it by  
7 eminent domain, friendly taking of eminent  
8 domain at the fair market value. Once we  
9 receive the money from that, that money will be  
10 used as part of the redevelopment effort for  
11 New Chicago.

12 New Chicago is going to be a three-phase  
13 development. The first is, as I'm discussing,  
14 on Firestone Avenue north of the current --

15 MS. HALL: How much money did New Chicago  
16 get to go in and renovate those apartments and  
17 housing up there?

18 MR. KURTZ: You're talking about Harmony  
19 Woods?

20 MS. HALL: Yes.

21 MR. KURTZ: I'm not familiar with how much  
22 was in that.

23 MS. HALL: I -- I know they -- I -- I  
24 don't see no sense in putting no beautiful

1 units up there either if you didn't buy the  
2 whole area out.

3 MR. KURTZ: Well, one of -- in fact, that  
4 investment that was made in Harmony Woods is  
5 going to be included within the application for  
6 Hope VI as part of the leverage. Every time  
7 you put together a Hope VI application, you  
8 have to show that other people are investing in  
9 that community.

10 Dixie Homes you have significant  
11 investment from the hospital district over  
12 here --

13 MS. HALL: Yeah.

14 MR. KURTZ: -- especially on the community  
15 service support side to be able to show to HUD  
16 that other people are interested in putting  
17 money in this community other than HUD. HUD  
18 doesn't want to be the only person investing.

19 MS. HALL: Y'all never explained -- y'all  
20 never explained that to us --

21 MR. KURTZ: Uh-huh.

22 MS. HALL: -- in capital improvements that  
23 the surrounding area of the developments had  
24 other company interested in -- in the



1           remodelling, because I know Baptist -- Lamar  
2           Terrace and Dixie said Baptist -- all of  
3           Baptist, all the hospitals sit in between those  
4           two.

5                   MR. KURTZ: That's right. And that's  
6           exactly why the housing authority was able to  
7           successfully get the grants for University  
8           Place and Dixie Homes is because these  
9           properties are on -- one on the north side and  
10          one on the south side of the hospital district.

11                   The biotech foundation is going to be  
12          building right where they demolished the old  
13          Baptist Hospital. We're going to be providing  
14          the residential community just down the street.  
15          Same thing on the north side. We're going to  
16          widen the residential community on the north  
17          side.

18                   MS. HALL: Yeah.

19                   MR. KURTZ: Le Bonheur is talking about  
20          expanding to the north, so there's a lot of  
21          investment that's going to take place in these  
22          areas. A lot of investment that's going to  
23          be -- and that's what HUD looks at when they  
24          say, This proposal from the City of Memphis is

1 better than the one from Pittsburg because  
2 there are other people who are putting money  
3 into that neighborhood. Or whatever city you  
4 may choose to --

5 MS. HALL: I'd like to ask this question.

6 MR. KURTZ: Not to pick on Pittsburg.

7 MS. HALL: Why is it all -- I mean, I have  
8 been to Pittsburg.

9 MR. KURTZ: Uh-huh.

10 MS. HALL: I have been to Baltimore. One  
11 of the resident presidents has been to Atlanta.  
12 We -- I've been to St. Louis on my own. Why  
13 are all of public housing units being  
14 demolished?

15 MR. KURTZ: Well, as I mentioned earlier,  
16 the properties that were built in the 30s, 40s,  
17 and 50s are too costly to maintain.

18 MS. HALL: New York haven't lost a unit.  
19 Those units are how old in New York?

20 MR. TATE: Seventy-five years old.

21 MR. KURTZ: They get paid -- they get a  
22 lot different funding level than we do in --

23 MS. HALL: That's the largest -- they have  
24 the largest development in the United States.

1           MR. KURTZ: Yeah. That's a political  
2 issue. I can't fight that one.

3           MS. HALL: Okay.

4           MR. KURTZ: New York's New York and  
5 Chicago's Chicago.

6           MS. HALL: You can stop putting my name  
7 down. I'm going to shut up. You can stop  
8 putting my name down.

9           MR. KURTZ: And Memphis is -- I can't  
10 fight that.

11          MS. HALL: Y'all can stop asking  
12 questions.

13          MR. KURTZ: All right. Let me -- all  
14 right. Yes, Mr. Sanders?

15          MR. SANDERS: Albert Sanders. But I'm  
16 like Ms. Hall. We know that all of the towers,  
17 what you-all call the high-rises just about  
18 need to be in the downtown area --

19          MR. KURTZ: Uh-huh.

20          MR. SANDERS: -- and they're not safe.  
21 Something needs to be done about the seniors,  
22 and since we got a mixed population --

23          MR. KURTZ: Uh-huh.

24          MR. SANDERS: -- and we talking about the

1 earthquake --

2 MR. KURTZ: Uh-huh.

3 MR. SANDERS: -- because we're so close to  
4 the river. These are not safe period.

5 MR. KURTZ: Well, as I mentioned at the  
6 outset --

7 MR. SANDERS: And they haven't -- they  
8 haven't been safe for a lot of seniors within  
9 the high-rises.

10 MR. KURTZ: As I mentioned --

11 MR. SANDERS: And looks like it'd be this  
12 agency would do something to get these people  
13 out.

14 MR. KURTZ: Well, let me address that  
15 since the question is asked. We have already  
16 completed the seismic analysis of Venson  
17 Center.

18 MR. SANDERS: I'm serious.

19 MR. KURTZ: I am, too.

20 MR. SANDERS: Because we have two  
21 elevators --

22 MR. KURTZ: I'm very serious about it --

23 MR. SANDERS: -- and they don't work.

24 MR. KURTZ: -- believe me. We have --

1           MR. SANDERS: In case there's an  
2 earthquake.

3           MR. KURTZ: We have a personal interest  
4 and a professional interest in everybody at the  
5 high-rises, as all of the -- of all the  
6 residents.

7           Venson -- we did a seismic analysis of  
8 Venson Center just this past year. We're going  
9 to be doing a seismic analysis of each of the  
10 other three high-rise towers this year.

11           When we do an analysis of a building and  
12 do a seismic analysis, you're assessing what  
13 additional measures would need to be taken to  
14 allow it to withstand an earthquake of a  
15 certain measure, depending on what that measure  
16 is, and I think it was a 6.5 or a 7 on the  
17 Richter scale. I don't know what it was.

18           The FEMA sets the standard, okay, for the  
19 U.S. When you set that standard, then there  
20 are certain physical features that would need  
21 to be added to each of the structures to make  
22 it withstand that level or magnitude of an  
23 event. That becomes a cost factor, okay?

24           So as we get those numbers in to analyze

1           what the costs are for renovation of a  
2           building, given that it's in a seismic zone,  
3           then we'll have an ability to make a  
4           determination of is it cost effective for us to  
5           operate that building, or do we need to look  
6           for another approach? That's where we're at in  
7           the process.

8                     MR. SANDERS: Well, even with that,  
9           another analysis need to be done on the  
10          population of residents in each building  
11          according to who they are and their medical  
12          standards.

13                    MR. KURTZ: Uh-huh.

14                    MR. SANDERS: We've got a lot of handicap  
15          people who are on higher floors.

16                    MR. KURTZ: Uh-huh.

17                    MR. SANDERS: We got a lot of people who  
18          are not handicap, but there's disabled on  
19          higher floor who cannot come down.

20                    MR. KURTZ: Uh-huh.

21                    MR. SANDERS: We've got a lot of elderly  
22          people who have arthritis --

23                    MR. KURTZ: Uh-huh.

24                    MR. SANDERS: -- who cannot come down

1           those steps. And we know in case of the type  
2           emergency you're talking about having, the  
3           first three days you going to have the fire  
4           department nor the police department nor an  
5           ambulance anywhere. They've got to get out and  
6           survey the city. So how do we contain these  
7           people in these towers? Do you know what I'm  
8           saying?

9           MR. KURTZ: I do.

10          MR. SANDERS: We've got people who are  
11          diabetic who on insulin. We've got to get  
12          them. We've got a lot of people with oxygen  
13          dispersed throughout these buildings. All them  
14          should have been put on one floor in the first  
15          place on lower floors so you could get the  
16          oxygen out of the building, because guess what?  
17          You're talking about a disaster with that  
18          explosion. I'm saying there's a possibility  
19          because nobody's looking at the safety of the  
20          people who live in the towers.

21          MR. KURTZ: Mr. Sanders, I appreciate that  
22          comment. I will -- I'll talk to Mr. Webb about  
23          how he's implementing the occupancy of the  
24          buildings given that.

1 MR. SANDERS: I'm saying --

2 MR. KURTZ: We've talked about that in the  
3 past with operations, and I believe that they  
4 have been looking at how to formulate a  
5 different approach.

6 MR. SANDERS: I appreciate what you're  
7 saying to address it. We talked about this  
8 three years ago when they were supposed to move  
9 these people around, and you can't let a  
10 resident tell you I don't want to move. You  
11 need to move. You need to move them down.

12 And before you let these people come in as  
13 new residents, you need to move your elderly to  
14 your lower floors. Those people who got those  
15 handicaps, can't walk, people are -- they need  
16 to be down.

17 So they say you can't just designate one  
18 of the towers just for seniors, so you got  
19 mixed population there. But you got the people  
20 who can walk and get around on the lower  
21 floors. Now -- and -- and, hey, this is not  
22 fair to the people who live there.

23 And just in case something happen -- I  
24 mean, like if the firemen have to come and



1 people going rescue, they're not going to know  
2 where anybody, where they live. Your managers  
3 are not going to be -- nobody's going to be  
4 there. And you think about self-containment.

5 MR. KURTZ: Uh-huh.

6 MR. SANDERS: You're talking about  
7 self-containment there where everybody try to  
8 help everybody else, and we don't have that.

9 MR. KURTZ: All right. Well, getting back  
10 to Oates Manor and New Chicago. First phase  
11 will be north of the current railroad  
12 right-of-way. We are discussing with various  
13 parties the means of acquiring the railroad  
14 right-of-way and also looking at a second phase  
15 of acquisition south of the railroad tracks to  
16 put another 150 or so units in that area.

17 The third phase would include us receiving  
18 the Manassas High School on the school board.  
19 We would demolish that and then support the  
20 construction of a new police precinct on that  
21 site.

22 We've talked about Cleaborn Homes. We're  
23 going to initiate repairs of approximately 55  
24 units that are vacant right now to help support

1 the relocation from Dixie. We've got some site  
2 improvement that we need to finish up. We put  
3 that on suspension based on the weather. We're  
4 going to demolish the fire damaged building in  
5 580 Ground Mall. And we may end up putting a  
6 new roof on this building here, which  
7 administratively is covered under Cleaborn  
8 Homes, 1-8.

9 As I mentioned, we're going to be looking  
10 at opportunities for revitalization in that  
11 Cleaborn Homes-Foote Homes area which would  
12 include senior -- a senior village concept.

13 Cleaborn, TN 111, we do plan to put 30  
14 single-family homes, home ownership at that  
15 site. That's part of the Dixie Homes  
16 application. There is an area on the west side  
17 of McKinley south of Georgia where all those  
18 homes would be built.

19 Small triangle of land on the east side of  
20 McKinley that fronts on Crump Boulevard we'll  
21 probably apply to HUD to sell that at fair  
22 market value to highest bidder.

23 Yes, sir.

24 MR. SANDERS: Excuse me, Albert Sanders.

1 Now, that's the one I don't understand about,  
2 the Dixie Home application --

3 MR. KURTZ: Uh-huh.

4 MR. SANDERS: -- and it's going over  
5 toward Cleaborn. I don't understand that, and  
6 I need -- just need clarification on that.

7 MR. KURTZ: Okay. When the Dixie Homes  
8 application was submitted, you get higher  
9 points in the application process when you have  
10 a home ownership phase, okay? Given the  
11 -- given Dixie Homes' current configuration,  
12 and there's a major bayou that runs right  
13 through here and out over this way, it  
14 restricts how much you can use of that -- of  
15 that Dixie Homes, and it's a -- I'm going to  
16 say about 36 acres of land. We didn't --

17 MS. HALL: Dixie is not but 42 acres.

18 MR. KURTZ: 42 acres. We didn't think  
19 we'd be able to carve out the home ownership  
20 phase out of this and get enough units back in  
21 to the Dixie Homes itself. So then we said,  
22 Well, now we've got to find a place to put home  
23 ownership, and in the grant application  
24 process, you have to show that you own the

1 land.

2 Well, the criteria that says owning the  
3 land allows you to do an off-site home  
4 ownership phase, as long as it's within three  
5 miles of the site that you're applying. Well,  
6 it turns out that Cleaborn Homes, TN 111, is  
7 within three miles of Dixie Homes. So we said,  
8 look, we already own that land so that  
9 qualifies it. Let's use that as the vehicle to  
10 build those homes at Cleaborn. So that's how  
11 that came about.

12 MR. SANDERS: Will those homes, the  
13 ownership, will that be for the people at Dixie  
14 Homes or just for anybody in the city.

15 MR. KURTZ: Those will be for the low  
16 income affordable housing market. And what we  
17 will -- what we are conceptually doing is  
18 taking a step further from where we are at  
19 Askew Place.

20 As you recall, we built 25 single-family  
21 rental houses at Cleaborn on the southeast part  
22 of Cleaborn 1A. Those residents have expressed  
23 desire to move towards home ownership. Some of  
24 them are working through some credit issues,

1           employment issues. As they get stabilized and  
2           working through the RISE Foundation, they will  
3           accumulate some funding, they will have  
4           accumulated some work experience, and they  
5           would have had opportunity for education so  
6           that they can move the next step to home  
7           ownership.

8                     Well, we see the building across the  
9           street of that 30 as the next natural  
10          progression for people who want to stay in that  
11          neighborhood who have worked on the  
12          self-sufficiency side to be able to have the  
13          education and the employment and some of the  
14          capital that would be necessary to start in  
15          home ownership.

16                    We're looking at a variety of things in  
17          that to include a lease-to-purchase, along with  
18          outright purchasing of the houses, so that we  
19          can support that progression that we would like  
20          to become a natural progression for residents  
21          living in public housing, moving through  
22          self-sufficiency training and enhancement into  
23          home ownership opportunities. So that's how  
24          that came about, and we think it's going to be

1 a real good program.

2 Okay. Fowler, Latham, we've talked about  
3 that briefly. We've got an 80-unit senior  
4 building being built right at the corner there  
5 of 4th and Crump. They've broken ground on  
6 that. That will be elderly-only, as I  
7 discussed. Lease-up will begin late this fall.  
8 Wesley Housing Corporation will be managing  
9 that for us. All 80 are public housing units.

10 MS. HALL: Now, in Dixie Homes, and  
11 anybody -- every name of each development has  
12 been changed. Has anybody decided a name for  
13 Dixie Homes yet?

14 MR. KURTZ: I'm not aware of the name, no.

15 MS. HALL: Just name it Denise Hall and be  
16 through with it.

17 MR. KURTZ: Okay.

18 MS. HALL: Be good as anything else.

19 MR. KURTZ: On the former Fowler Homes  
20 site, on the remaining third that we own, in  
21 addition to the Latham Terrace project, we have  
22 started putting in the infrastructure for what  
23 we're calling Fowler multifamily right now.  
24 There'll be 40 public housing units there, 4 in

1 quadruplex buildings for a total of 16, and 24  
2 single-family rental homes, along with the  
3 administrative office to support that. So that  
4 will be there between 4th and Latham just south  
5 of Crump.

6 MS. HALL: Now, in the Fowler Homes, whose  
7 partnership with Memphis Housing Authority is  
8 that land?

9 MR. KURTZ: The Memphis Land Bank --

10 MS. HALL: Partnership with housing  
11 authority in that Fowler Homes land.

12 MR. KURTZ: Oh, Wesley Housing Corporation  
13 has partnered with us for the construction and  
14 management of the senior center.

15 MS. HALL: Now, who would manage those  
16 units?

17 MR. KURTZ: The housing authority, and I'm  
18 not sure it's finalized on the single-family  
19 management, whether it's the housing authority  
20 or privately-managed company will do that. I  
21 know that Wesley Housing will manage the senior  
22 center for us. They currently manage a variety  
23 of senior properties around the state of  
24 Tennessee. To include Highland Towers out on

1 South Highland and another senior facility on  
2 Covington Pike.

3 MS. HALL: Okay.

4 MR. KURTZ: That's where we're at on  
5 Fowler. Let me talk about Barry Homes briefly.  
6 We've got to look at some repairs on the  
7 condensate drain system. We're working through  
8 that issue. We've got plans for ornamental  
9 fencing along the property line to match what's  
10 surrounding in the Uptown Village. And we're  
11 looking at some security lighting in the  
12 backside, and we're going to do some light  
13 testing to make sure that there's enough  
14 lighting on the back side on that building.

15 And given the configuration of the  
16 building, it doesn't seem to support having any  
17 kind of gating like the other high-rises but  
18 just having the ornamental fence around will  
19 make it match the rest of the other site.

20 Venson Center, we've talked about putting  
21 ornamental awning on the front. We did  
22 complete the seismic analysis on that building  
23 already, and we're looking at how we would  
24 finance -- whether we can afford to finance all



1           that would require for that particular site to  
2           replace it or renovate it. 16, \$17 million, I  
3           think, is the total, so it's a fairly expensive  
4           process for that site. I don't know whether  
5           the other sites are going to be familiar. I  
6           suspect they will. We're going to find out as  
7           we get the seismic analysis done.

8           MR. TATE: Wasn't all those towers  
9           basically done, except for Jefferson, basically  
10          the same year?

11          MR. KURTZ: Right. They're all in the  
12          same era, yes.

13          MR. TATE: So they basically all was done  
14          from approximately the same plan almost because  
15          they almost made alike.

16          MR. SANDERS: No.

17          MR. KURTZ: They're -- some of them --  
18          there's some similarities in --

19          MR. SANDERS: No, they're not.

20          MR. KURTZ: There are some, but there are  
21          differences, too. Jefferson is quite a bit  
22          different than --

23          MR. TATE: Yes, Jefferson is.

24          MR. SANDERS: They're all different

1 layouts.

2 MR. KURTZ: Graves Manor. We --

3 MS. HENDERSON: I have a question.

4 MS. HALL: State your name.

5 MS. HENDERSON: Sorry, Excuse me. Marie  
6 Henderson, Venson Center.

7 MR. KURTZ: Yes.

8 MS. HENDERSON: Okay. If you're going to  
9 renovate, where all those -- where are the  
10 residents going to be living, or are you going  
11 to give them vouchers, or where are they  
12 going -- are you going to tear down one, are  
13 you going floor by floor, or how is this going  
14 to be done?

15 MR. KURTZ: When we looked at that issue,  
16 we determined that it looks like there'll be a  
17 lot of hazardous material abatement that would  
18 have to be done. One of the issues in Venson,  
19 and I presume it's going to be the same at the  
20 other sites, is making every unit visitable is  
21 going to require us to put a lot of different  
22 door frames in and change the general layout of  
23 the apartments to be able to accommodate  
24 visitability requirements from HUD.

1           To do that, it -- well, I'm not  
2           comfortable with having the building occupied.  
3           So if we go on that path of renovating the  
4           existing structure, I think we would relocate  
5           residents somewhere while we did that  
6           renovation process.

7           MS. HENDERSON: Thank you.

8           MR. TATE: He said, where you going --

9           MR. SANDERS: They've gone over this  
10          before, but where are we going to move the  
11          seniors? Not only am I concerned about the  
12          seniors who are in the building. I mean, when  
13          you get a certain age, once you pack all the  
14          stuff up you got, and you move somewhere, I  
15          don't want to come back. I can't go through  
16          all this moving back and forth.

17          MR. KURTZ: Right.

18          MS. HALL: And I feel like what has  
19          happened before with the other developments,  
20          once they move people out, not even a third of  
21          them going to come back anyway. So I mean,  
22          where -- it's a problem now with the agency for  
23          the people in Dixie Homes. Where are we going  
24          to move and relocate all their people? So if

1           you're talking about in the high-rise or if you  
2           work on one, you've got like 204 --

3           MR. KURTZ: Uh-huh.

4           MR. SANDERS: -- or 206 persons in one of  
5           them. So where do you relocate all these  
6           people?

7           MR. KURTZ: That's a very good question.  
8           Very good question. Once we determine the  
9           strategy, whether it's going to be a total  
10          renovation of the existing structure or a  
11          replacement of it through possible demolition  
12          and reconstruction on site, we don't know that  
13          yet. We haven't been through that process.

14          MS. HALL: Well, it was a couple of years  
15          ago they had a problem, you was talking about  
16          moving us to a hotel. And we flat told them,  
17          we're not going to move to a hotel. Because if  
18          you go to a hotel, you can't take any of the  
19          stuff that you own. You can't take your  
20          clothes. I'm not going to go through that.

21          MR. KURTZ: Uh-huh.

22          MR. SANDERS: I mean, they need to be  
23          precise about what they going to do.

24          MR. KURTZ: Right. And that's --

1           MR. SANDERS: And if I had any rather,  
2 I'd rather that they didn't come back with no  
3 14 and 13 story. That's totally too tall in  
4 that city. I don't care if you way out east in  
5 Bartlett, it's too tall.

6           MR. KURTZ: Yeah.

7           MR. SANDERS: It's hazardous on eld- -- if  
8 you're going to put elderly people. I  
9 understand you need a Hope VI grant to just say  
10 nothing but elderly people. But a tall story  
11 building downtown it is too hazardous --

12          MR. KURTZ: Well, I agree with you. And  
13 that's why every one of our seniors --

14          MR. SANDERS: -- even if there's just a  
15 fire.

16          MR. KURTZ: -- our senior buildings are  
17 all three-story, and that's one of the reasons  
18 why we've done that is because of the height  
19 concern. Of course, when you only do three  
20 stories, then you're not going to have 200  
21 units --

22          MR. SANDERS: Well, we --

23          MR. KURTZ: -- you're going to have least  
24 half of that.

1           MR. SANDERS: But we've been all over  
2 America. It so happen I'm director of  
3 (inaudible). We don't see senior buildings  
4 like they have in this city. We don't see  
5 them.

6           MR. KURTZ: Uh-huh.

7           MR. SANDERS: And I think we went to  
8 Pittsburg. We saw like three of them put  
9 together. But in one of them you -- you had  
10 only 60 people, and you had three stories --

11          MR. KURTZ: Uh-huh.

12          MR. SANDERS: -- was all, so I mean -- but  
13 they were right there together. And I mean --  
14 but -- and as we traveling -- we're going to  
15 Kansas City this year. You're not going to see  
16 this anywhere in America, but it's here, and we  
17 don't understand why -- well, I do know.

18           I know why it hasn't been done in the  
19 city. I know that, but I'm saying, somebody  
20 needs to look at the towers and look at them  
21 real tough.

22          MR. KURTZ: Well, we are, and that's why  
23 we're doing the seismic analysis and the  
24 physical needs assessment. We're looking at

1 the cost and what it would take to renovate as  
2 is, and whether that's a prudent thing for all  
3 of us to do.

4 Let me move on to Graves Manor. We're  
5 going to -- we've initiated the design for  
6 Graves Manor demolition.

7 MS. HALL: You did Graves.

8 MS. MEREDITH: I thought they sold it.

9 MS. HALL: I thought they sold Graves.

10 MR. KURTZ: No. Graves has not been sold.  
11 Graves is vacant but has not been sold.

12 MS. HALL: I know.

13 MR. KURTZ: We did have approval to sell  
14 it --

15 MS. HALL: Those units being so young, why  
16 did they -- why did y'all take them off-line?

17 MR. KURTZ: The conditions there were --

18 MR. SANDERS: They told us they were going  
19 to sell it.

20 MR. KURTZ: -- they were in bad state of  
21 repair, and their design is not conducive to  
22 what people want. And so the decision was made  
23 that we were going to sell it. Now, in  
24 considering the need for maintaining a certain

1           number of public housing units, we said, We  
2           think it would be better to demolish and  
3           rebuild on-site with a variety of different  
4           approaches.

5                     What we're talking about is doing there  
6           building a senior center, putting multifamily  
7           on -- and conceptually this would be on the  
8           north side of the street. On the south side of  
9           the street we'll be building home ownership  
10          opportunities and single-family rental. And we  
11          would develop commercial application on South  
12          3rd Street.

13                    Yes, Ms. Henderson?

14                    MR. SANDERS: I'm Albert Sanders with  
15           Jefferson Square. My thing is, I'm not opposed  
16           to building senior centers, but I think the  
17           agency needs to look at geographically where  
18           you're going to build a building for seniors.

19                    MR. KURTZ: Uh-huh.

20                    MR. SANDERS: Most of them who get older  
21           don't drive, don't have no way of getting  
22           around, and if you call your children, they got  
23           their own lifestyle. If you tell them you need  
24           to be picked upstairs at 12 o'clock, take --



1 before they come, before we even -- because  
2 they don't tell time with seniors. And I think  
3 we need to look at geographically to put them  
4 somewhere where they is near a shopping center  
5 or a little small mall where you can go pick up  
6 little things.

7 MR. KURTZ: Uh-huh.

8 MR. SANDERS: But you put people way down  
9 there in the south part of the city where there  
10 is no major stores, there is no dollar -- I'm  
11 just saying. And some things that you could  
12 really give to us. It's fine what you want to  
13 do, but look at geographically where you want  
14 to put a building for seniors.

15 MR. KURTZ: I appreciate that comment.

16 MR. SANDERS: It's like, excuse me. It's  
17 like you doing something at University Place,  
18 and it's fine what you're doing in there, but  
19 when you get right in there by that interstate,  
20 there is no major grocery store. There is no  
21 little -- you've got the little -- these little  
22 two-lane-holly shops, I call them. Where they  
23 don't have anything. And you go into one, you  
24 might pay \$1.40 for a loaf of bread. They

1           can't afford that kind of stuff, I'm just  
2           saying, you know.

3           MR. KURTZ: Well, those are good comments,  
4           and those are real challenges for us. As you  
5           know the City of Memphis, and particularly  
6           downtown area, is one of the fastest growing  
7           residential areas, and the pressure is building  
8           for identification of a location to put a major  
9           food store.

10          MR. SANDERS: I mean, I'm saying --

11          MR. KURTZ: I agree that's --

12          MR. SANDERS: It don't have to be in the  
13          downtown area because the old Memphis had  
14          everything downtown, but our fathers, who  
15          didn't have any vision, they took us way out to  
16          go near the malls and shopping centers. Now  
17          they're outdated. Everybody who's out east  
18          want to come downtown and live, and you have  
19          nothing, because they want to take the land  
20          from us, and we already know that.

21          MS. HALL: Mr. Sanders, you know Memphis  
22          has a saying: They break it so they can fix  
23          it.

24          MR. SANDERS: But they don't know how to

1 fix it.

2 MS. HALL: They break it and they -- it  
3 don't need fixing, but they'll break it for  
4 you.

5 MR. KURTZ: And I might add that --

6 MR. SANDERS: And then we need to think  
7 about the hospital area. You have an  
8 emergency, you way down there on Weaver Road  
9 somewhere, you know, you get an ambulance to  
10 look where you going to have to go. And -- and  
11 our people -- really with the -- the type of  
12 money we get, we really rely on The MED.

13 MR. KURTZ: Uh-huh.

14 MR. SANDERS: And you're going to pass  
15 these hospitals, and if you have the right kind  
16 of insurance -- now, I think that they  
17 should -- if you don't have the right kind of  
18 insurance --

19 MS. HALL: Right.

20 MR. SANDERS: -- they're not going to take  
21 you at Methodist or Baptist. And especially  
22 these people who got that QNB (phonetically),  
23 and you got just a red, white, and blue card A  
24 and B, you going to have to try to get up here

1 to The MED.

2 MR. KURTZ: Uh-huh.

3 MR. SANDERS: And there's a lot of  
4 components that this agency needs to look at.  
5 They have these ideas of what to do, but they  
6 don't get together, and they don't together,  
7 and everybody -- especially they don't listen  
8 to the residents.

9 MS. HALL: Thank you.

10 MR. SANDERS: They don't listen to us.  
11 And we need a voice in these components before  
12 there's a finalization of what they're going to  
13 do.

14 MR. KURTZ: We appreciate your comments.  
15 That's why we do this every year, so that we  
16 can provide that feedback and input into the  
17 process that we're embarking upon here.

18 Okay. We do have the market study  
19 underway for Graves Manor, and that market  
20 study is and does address these very issues  
21 that Mr. Sanders eloquently discussed about  
22 distances to hospitals, distances to schools,  
23 distances to retail. So we do take into  
24 account these factors in a market study to

1 determine what is an appropriate type of  
2 facility or development that can be done on the  
3 land that you have where it's located.

4 Walter Simmons is the next site. We had  
5 approval to sell this property. We've had that  
6 for some time. We thought we had a viable  
7 offer from the City of Memphis for them to  
8 purchase it. They have declined the  
9 opportunity to move forward in purchasing that  
10 based on a variety of factors. I think that we  
11 are going to put that back out for public bid  
12 again.

13 Jefferson Square, as with the other  
14 high-rises, we're going to be looking at the  
15 seismic conditions and the renovation.

16 Okay. Horn Lake Heights, we're looking at  
17 alternatives for construction on that site. We  
18 may build up to a 98-unit senior center or a  
19 98-unit development on Horn Lake Road.

20 Montgomery Plaza, we intend to do some  
21 site improvements there for drainage. I know  
22 we've had -- the most recent rains have shown  
23 that the drainage on the site is very poor  
24 and --

1 MS. BAKER: We've got some at Montgomery  
2 Plaza --

3 MR. KURTZ: Uh-huh.

4 MS. BAKER: -- that handicap peoples --

5 MR. KURTZ: Uh-huh.

6 MS. BAKER: -- and some that on  
7 wheelchairs that they don't have the right way  
8 of getting around.

9 MR. KURTZ: Uh-huh.

10 MS. BAKER: They're on the floor with the  
11 upstairs because one resident was paralyzed  
12 that's 40-something years old, had a major  
13 stroke. And the type of surgery that she --  
14 she cannot go upstairs --

15 MR. KURTZ: Uh-huh.

16 MS. BAKER: -- to the bathroom, so the  
17 health facility, the health department and the  
18 human service supplied her with a commode stool  
19 there, but I asked them why couldn't she be  
20 placed in an apartment where she would have the  
21 bathroom on one floor --

22 MR. KURTZ: Right.

23 MS. BAKER: -- where she'd be able to be  
24 helped.

1 MR. KURTZ: Uh-huh.

2 MS. BAKER: And we've got one resident,  
3 80-something years old, that -- things that she  
4 cannot get around and be helped on, same thing.

5 MR. KURTZ: Uh-huh.

6 MS. BAKER: I would like to see at  
7 Montgomery Plaza that some things being --  
8 reach out --

9 MR. KURTZ: Uh-huh.

10 MS. BAKER: -- to help the handicap and  
11 less fortunate people.

12 MR. KURTZ: Well, I appreciate that  
13 comment because --

14 MS. BAKER: That is --

15 MR. KURTZ: -- that's exactly the kind of  
16 issue that we were talking about with Denise  
17 Hall about a reasonable accommodation, and it's  
18 incumbent -- but the housing authority can't  
19 put themselves in the position legally of  
20 coming in and say, You're handicapped or  
21 disabled, so you need to do this or this or  
22 this.

23 We have to wait until the individual  
24 involved comes forward and says, I need a

1 reasonable accommodation for this. It's  
2 incumbent upon the resident to bring that  
3 forward.

4 Yes.

5 MS. HARAHAH: Mr. Kurtz, the one thing,  
6 it's not just the actual resident referral, but  
7 it's also sometimes is the physician  
8 referral --

9 MR. KURTZ: Right.

10 MS. HARAHAH: -- that needs to come to the  
11 agency.

12 MR. KURTZ: Thank you for that addition.

13 Yes.

14 MR. SANDERS: Albert Sanders, Jefferson  
15 Square. Again, you address the situation to  
16 the property manager about a person that's been  
17 living there, you need -- they're like the  
18 commode you need is a handicap commode  
19 because -- and what they need, the feedback  
20 they give you, unless it's designated as a  
21 handicapped apartment, they don't do anything  
22 to make any changes.

23 Some people have lived over here where I  
24 live 20 something years. And, yes, they done



1 got older --

2 MS. HALL: Right. Right.

3 MR. SANDERS: -- and they have a little  
4 arthritis. The type of commodes we got are too  
5 low for a normal adult, so you're sitting  
6 lower, so you get to a place that you need to  
7 rock to get yourself up. You could fall and  
8 have an accident.

9 And all I'm saying is that this need to go  
10 to operation. If you get older, you need to be  
11 moved out and downsized to something. What we  
12 need in the new structures, we need more  
13 handicapped apartments.

14 MR. KURTZ: Uh-huh.

15 MR. SANDERS: You got -- people are living  
16 longer, so you're going to have older people,  
17 older people, and we're not looking at that.  
18 It don't necessarily have to be handicapped  
19 apartments --

20 MR. KURTZ: Right.

21 MR. SANDERS: -- but it need to be some  
22 stuff in there. More bars in the bathroom.

23 MR. KURTZ: Right. And what we do in the  
24 new design is we typically --

1           MR. SANDERS:  When you-all do a design,  
2           please look at the type of commodes that you  
3           buy --

4           MR. KURTZ:  Uh-huh.

5           MR. SANDERS:  -- to put in.

6           MR. KURTZ:  Okay.

7           MR. SANDERS:  The commodes in the  
8           high-rises are -- are really too low.

9           MR. KURTZ:  Uh-huh.

10          MR. SANDERS:  But any other -- and as you  
11          get old, you have a lot of arthritis in your  
12          back or your knees and your hip.  And, hey, at  
13          my age, I've even got a couch in my living room  
14          I can't sit on because I can't get out of it,  
15          and I'm just saying.  And over time you get a  
16          little slower with life, you know --

17          MR. KURTZ:  Sure.

18          MR. SANDERS:  -- you know what I'm saying.

19          MR. KURTZ:  Uh-huh.

20          MR. SANDERS:  So we need to take this into  
21          consideration.

22          MR. KURTZ:  Okay.

23          MR. SANDERS:  You need some -- we need  
24          some more things.

1 MR. KURTZ: I appreciate those comments.

2 The other thing we're going to do at  
3 Montgomery Plaza is we're going to repair the  
4 roof at the administrative building.

5 Borda Towers, we've got some asbestos  
6 abatement that we need to do in the mechanical  
7 room.

8 Mr. Tate's not here.

9 MS. HALL: Yeah. He just stepped out for  
10 a minute.

11 MR. KURTZ: Tell you what, let me -- I'll  
12 come back to Borda Towers when he's in the  
13 room.

14 Let me address Ford Road. In conjunction  
15 with the Memphis Land Bank, we will be starting  
16 construction in the fall of 72 units in 36  
17 duplex buildings at Ford Road. It's called the  
18 Harold D. Ford, Sr., Villas. 36 of those units  
19 will be public housing. We have tax credits  
20 awarded from the State of Tennessee Housing  
21 Development Agency. We used that in  
22 conjunction with private debt and HUD funds to  
23 be able to fund those 72 units.

24 MS. HALL: Now, what did they change

1           Hawkin Mills to? What is --

2           MR. KURTZ: Hawkins Mill -- I'm so glad  
3           you asked that. That's on the list here to  
4           talk about. Hawkins Mill has recently been  
5           constructed up there, the Crockett Place  
6           apartments. There are 84 units there  
7           affordable housing. Of those, 26 are public  
8           housing units.

9           MS. HALL: Okay.

10          MR. KURTZ: Lease-up is starting -- it  
11          should be -- if it's not underway, it will be  
12          within the next 30 days of there. The housing  
13          authority disposed of that land in the land  
14          bank. Memphis Land Bank in turn granted a  
15          lease to a developer who had tax credits, and  
16          they were able to use those tax credits to help  
17          finance that particular construction.

18          The land bank also recently donated some  
19          of the remaining property that was on Hawkins  
20          Mill Road to the Habitat for Humanity where  
21          they're going to build single-family homes  
22          along Hawkins Mill Road.

23          Mr. Tate, now that you're back --

24          Yes, Rosie.

1 MS. MEREDITH: I have a question. My name  
2 is Rosie Meredith, Barry Towers. I have a  
3 question. It's probably Part A and B.

4 MR. KURTZ: Uh-huh.

5 MS. MEREDITH: I'd like to know who is on  
6 the board of the Memphis Land Bank? And the  
7 reason why I'm asking this, Mr. Kurtz, is  
8 because I'm hearing the Memphis Land Bank a lot  
9 of times when you're saying that.

10 MR. KURTZ: Uh-huh.

11 MS. MEREDITH: And I'd like to know is  
12 this a private organization?

13 MR. KURTZ: It's a --

14 MS. MEREDITH: And who is on the board of  
15 that?

16 MR. KURTZ: -- nonprofit. We can get that  
17 information.

18 MS. MEREDITH: Is that -- is that Mr.  
19 Morton and them other people with the Memphis  
20 Land Bank?

21 MR. KURTZ: Who?

22 MS. MEREDITH: Mr. Morton -- and Morton.  
23 You know Charlie. Him and --

24 MR. KURTZ: Oh, no, no. They're not --

1 MS. MEREDITH: That's not them?

2 MR. KURTZ: -- associated with that.

3 MS. MEREDITH: Okay.

4 MR. KURTZ: Mr. Lipscomb is the chairman  
5 of the --

6 MS. MEREDITH: Memphis Land Bank?

7 MR. KURTZ: -- land bank and --

8 MS. MEREDITH: Okay. Thank you.

9 MR. KURTZ: And Mr. Bosasi (phonetically)  
10 and Mr. McElrath (phonetically) are on the  
11 board. I believe --

12 MS. MEREDITH: Who are the investors?

13 MR. KURTZ: Who are the investors? The  
14 land bank receives proceeds from some apartment  
15 complexes that they own, and they use that and  
16 they apply for --

17 MS. MEREDITH: As the collateral?

18 MR. KURTZ: Yeah.

19 MS. MEREDITH: These -- these guys right  
20 here, the ones you just named --

21 MR. KURTZ: The Memphis Land Bank owns it,  
22 yeah.

23 MS. MEREDITH: No. I'm asking you a  
24 specific question. Who is on the Memphis Land

1 Bank, and who is -- whose money is -- are we  
2 using? Because they're in a partnership with  
3 the Memphis Housing Authority, I'd like to know  
4 who is the owner? Who's putting their money  
5 out there?

6 MR. KURTZ: As I mentioned, the Memphis  
7 Land Bank had several apartment complexes  
8 that --

9 MS. MEREDITH: So you're saying that  
10 Mr. Lipscomb, Mr. Bosasi, and some other people  
11 have invested their money into the Memphis Land  
12 Bank --

13 MR. KURTZ: No, I didn't say that.

14 MR. SANDERS: He's not saying that.

15 MS. MEREDITH: What are you, then?

16 MR. KURTZ: I'm saying that the land bank  
17 owns --

18 MR. SANDERS: You're wrong.

19 MR. KURTZ: The City of Memphis has --

20 MS. MEREDITH: No, I'm not wrong. I'm  
21 asking a question.

22 MR. KURTZ: The City of Memphis has  
23 granted moneys for the land bank and certain  
24 operations. The land bank also as a nonprofit

1 can and does apply for tax credits, loan from  
2 housing tax credits as a nonprofit from the  
3 State of Tennessee Housing Development Agency.

4 When they get those tax credits, they then  
5 sell them on the open market to receive the tax  
6 credit equities, and that's where they bring  
7 the money in to specific development processes  
8 like the Fowler Homes deal.

9 MS. HALL: So what you're saying, Memphis  
10 Land Bank is like stockholders.

11 MR. KURTZ: No. I'm saying it's a private  
12 nonprofit. I don't know.

13 Mr. Perry, if you want to add anything  
14 else.

15 MR. PERRY: It's a nonprofit, so the  
16 people who are on the board, they can't get  
17 anything from it because it's a nonprofit of --  
18 Memphis Housing Authority nonprofit  
19 organization.

20 MS. HALL: Okay.

21 MR. PERRY: Nonprofit organization.

22 MR. KURTZ: He just told you, Robert  
23 Lipscomb.

24 MR. PERRY: They don't get out --



1 MR. KURTZ: They don't invest anything.

2 MR. PERRY: They don't get anything.

3 MR. KURTZ: They don't get anything out of  
4 it.

5 MR. PERRY: It's a nonprofit organization.

6 MS. MEREDITH: Nonprofit organization.

7 MR. KURTZ: It's a nonprofit.

8 MS. MEREDITH: But he's saying they're --  
9 they're using that as -- how you say it? They  
10 using the collateral as building.

11 MR. PERRY: Right. Well, they can't use  
12 it themselves --

13 MR. KURTZ: Can't use it --

14 MR. PERRY: -- because it's an  
15 organization which it's a nonprofit  
16 organization. Same as the housing authority.  
17 We could have -- none of our board members can  
18 get anything from the housing authority --

19 MS. MEREDITH: Right.

20 MR. PERRY: -- because they represent the  
21 corporation --

22 MS. MEREDITH: Right.

23 MR. PERRY: -- which is a nonprofit.

24 MS. MEREDITH: Right.

1           MR. PERRY: Okay. Now, if it was a  
2 private corporation --

3           MS. MEREDITH: Uh-huh.

4           MR. PERRY: -- okay, then it'd be  
5 different because you'd have stockholders --  
6 because those stockholders --

7           MS. MEREDITH: That's all I'm trying to  
8 find out.

9           MR. PERRY: Right.

10          MR. KURTZ: And here there aren't any.

11          MS. MEREDITH: There are no stockholders  
12 there.

13          MR. PERRY: No. There are no  
14 stockholders.

15          MS. MEREDITH: All right. Thank you.  
16 That's all I'm trying to --

17          MR. PERRY: There are no stockholders.

18          MR. KURTZ: No stockholders.

19          MS. MEREDITH: No stockholders, then.

20          MR. KURTZ: Right.

21          MS. MEREDITH: Thank you. That's all I'm  
22 trying to --

23          MR. KURTZ: Okay.

24          MR. PERRY: No stockholders.

1 MS. MEREDITH: Okay. Thank you.

2 MR. KURTZ: Okay. So we'll be starting  
3 that in the fall, though, the construction of  
4 those 72 units at Ford Road.

5 Mr. Tate, we'll go back and pick up Borda  
6 Towers now that you're back. We're going to do  
7 some asbestos removal on the first floor and  
8 look at some of the issues along that first  
9 floor. Piping, water. I understand they've  
10 got some water leaks in there.

11 MR. TATE: You've got a bad problem with  
12 water leaks there.

13 MR. KURTZ: So I've got a design firm  
14 that's already been out looking at the extent  
15 of the asbestos removal that we need to do to  
16 support that. And we're going to look at some  
17 minor work on the first floor, the ventilation  
18 system for those bathrooms -- common bathrooms  
19 on the first floor, and looking at the  
20 fireproofing along the first floor as we did  
21 with some of the other buildings in years past  
22 to make sure that they're -- improve the fire  
23 safety standards on that first floor.

24 The other thing, like the others, we'll go

1 through the seismic analysis and a physical  
2 needs assessment for Borda Towers.

3 MR. TATE: Okay. When would this start?  
4 I've seen them over there in the last couple --  
5 last month or so checking the -- the asbestos,  
6 out taking pictures and things.

7 MR. KURTZ: Uh-huh.

8 MR. TATE: But these leaks done got so  
9 critical till we -- we just got buckets sitting  
10 down there in the floor --

11 MR. KURTZ: Uh-huh.

12 MR. TATE: -- catching water.

13 MR. KURTZ: Right. The thing is we have  
14 to get the asbestos taken care of first because  
15 the people that do the piping aren't capable of  
16 handling the hazardous material. It has to be  
17 handled specifically with a consultant, so....

18 MR. TATE: So that means we going to have  
19 leaks and people taking a chance on falling?

20 MR. KURTZ: No. The consultant was  
21 supposed to be out this week. As soon as we  
22 get the specifications done, we will proceed  
23 with doing that, and shortly after, the pipes  
24 will be replaced, and that should solve --

1 MR. TATE: I was just saying --

2 MR. KURTZ: -- the problem.

3 MR. TATE: -- because -- I mean, we  
4 literally got buckets just sitting down there  
5 catching water --

6 MR. KURTZ: Uh-huh.

7 MR. TATE: -- you know, and that's a bad  
8 thing for --

9 MR. KURTZ: That is.

10 MR. TATE: I mean, you know, people  
11 constant coming, people walking right in and  
12 out of the community room, and you've got a  
13 bucket sitting here and you got to walk around  
14 a bucket.

15 MR. KURTZ: Right. And let me talk  
16 briefly about Cypress Woods.

17 MS. MEREDITH: I'd like to ask one  
18 question. And I'm Ms. Rosie Meredith again.  
19 Mr. Kurtz, you're aware that asbestos a health  
20 issue, don't you?

21 MR. KURTZ: I'm sorry?

22 MS. MEREDITH: You-all are aware that  
23 asbestos is a health issue, right?

24 MR. KURTZ: Yes.

1 MS. MEREDITH: Okay.

2 MR. KURTZ: It can be, yes.

3 MS. MEREDITH: It can.

4 MR. KURTZ: It can be. It depends on what  
5 the state is.

6 MS. MEREDITH: What is the state in these  
7 buildings?

8 MR. KURTZ: Well, it depends on if it's  
9 friable, meaning that it's powdery. If it's  
10 not friable, then -- like if it's contained in  
11 tile, floor tile, or other areas. If it's not  
12 falling apart, there's not a significant  
13 danger.

14 MS. MEREDITH: But you already have water  
15 leaking through the asbestos, so the asbestos  
16 is coming into the environment, right?

17 MR. KURTZ: Depends on where it is.

18 MS. MEREDITH: Right. And I mean --

19 MR. KURTZ: If you're talking about Borda  
20 Towers, the leaks aren't necessarily where the  
21 asbestos is in.

22 MS. MEREDITH: Oh, they're not?

23 MR. KURTZ: No. The asbestos is in the  
24 joints.

1 MS. MEREDITH: Okay.

2 MR. KURTZ: Yes.

3 MR. SANDERS: Albert Sanders, Jefferson  
4 Square. You are aware that there -- there's  
5 some mold in the high-rises.

6 MR. KURTZ: Mold?

7 MR. SANDERS: Mold, yes.

8 MR. KURTZ: No. I'm not aware of that.

9 MR. SANDERS: Especially the older  
10 buildings like Jefferson Square. We -- they  
11 designed these kitchens in the one-bedroom  
12 apartment. Barry Towers is the only one that  
13 has all one-bedrooms. The other three towers  
14 have efficiencies and bedrooms.

15 MR. KURTZ: Uh-huh.

16 MR. SANDERS: In the kitchens that we  
17 have, the way they're situated, there is no air  
18 to get to them because there is no window's on  
19 the inside of a corridor by the hall. They  
20 only want to allow us to have a 60-watt bulb.  
21 They don't come out and do the repair on the  
22 garbage disposal, nor the water, in a proper  
23 time, but yet they say they do it within 24  
24 hours.

1           So you've got a leak up under these  
2           cabinets, mold, and they're rotten. We do have  
3           mold, and that is hazardous to anybody's  
4           health, and especially elderly people because  
5           we're like little bitty children, and it's  
6           there. But the problem is, we turn in the work  
7           orders, and I've asked my people to get a  
8           number.

9           These work orders is not generated. They  
10          come back over and tell the people there is no  
11          mold there. They come back and do their own  
12          inspection. It don't take a rocket scientist  
13          to look up under there and tell you what's up  
14          under there when it's right. And it takes you  
15          four months to get them to repair it.

16          And I'm bringing this up for a simple  
17          reason. Capital improvement does some of the  
18          repairs. And this is not -- it's not anything  
19          against you because they're not turning it into  
20          you. You don't have any knowledge of it, but  
21          there is mold in these towers. I imagine it's  
22          in all four of them.

23                 MS. HALL: Low-rises, too.

24                 MR. SANDERS: I imagine it's there.



1 MS. HALL: It's in the low-rises.

2 MR. SANDERS: I bet because it's an  
3 ongoing thing over here about something up  
4 under there. And anyway, whether it's mold or  
5 not, if your cabinet begin to rot and  
6 deteriorate, they needs to come out and it  
7 needs to be replaced.

8 MR. KURTZ: Right.

9 MR. SANDERS: You need to take your stuff  
10 out, and they need to take it out and make sure  
11 that surface is dry before you come in and  
12 stick a unit up on that back base, and it's  
13 wet -- it's already wet, and you put some  
14 plywood on something that's already wet.  
15 Because we've got leaks at Jefferson.

16 Just had one the other month. Flooded the  
17 whole floor, the lobby. Started on 11,  
18 zigzagged across that thing, came all the way  
19 down. And then what we had over there,  
20 nobody -- it was one of those days, I think,  
21 Martin Luther King's birthday, that Monday.  
22 And we had fecal matter in the lobby.

23 MR. KURTZ: Right.

24 MR. SANDERS: Well, I --

1           MR. KURTZ: I think we discussed this the  
2 other day, Mr. Sanders.

3           MR. SANDERS: I'm saying, but --

4           MR. KURTZ: Uh-huh.

5           MR. SANDERS: -- there are some things  
6 need to be looked at, and they're not looking  
7 at it, and we do have mold.

8           MR. KURTZ: All right. Well, let me  
9 finish up with the last two sites. Texas  
10 Courts has been closed. It was not cost  
11 effective to repair that small site.

12           We have applied for approval from HUD to  
13 sell that, and Alabama Plaza is also in the  
14 same category. We will be applying for  
15 approval from HUD to sell that.

16           I think that covers just about everything  
17 that I've got. We are looking -- continue to  
18 look at possible acquisitions of property  
19 throughout the city of Memphis, depending on  
20 size, condition, and financial availability so  
21 that we can put additional public housing units  
22 in those locations. Okay. Thank you.

23           MS. MEREDITH: Mr. Kurtz, we enjoyed your  
24 presentation, we really did, but still issues

1 are still out there --

2 MR. KURTZ: Uh-huh.

3 MS. MEREDITH: -- as far as that asbestos  
4 and that mold. Now, we would hate to call the  
5 health department in there because people  
6 already have health issues.

7 MR. KURTZ: Uh-huh.

8 MS. MEREDITH: You see what I'm saying?  
9 So if I have chronic bronchitis and there's  
10 asbestos and mold, is it good for my health?  
11 No, it's not.

12 MR. SANDERS: No, because I have it.

13 MS. MEREDITH: So I think that's the  
14 number one issue you-all need to deal with, and  
15 I'm serious, before you have a Class A lawsuit  
16 because it's bad, and it causes other health  
17 issues.

18 MR. KURTZ: I appreciate your comments.

19 MS. MEREDITH: And I'm serious on that.

20 MR. KURTZ: I know.

21 MS. MEREDITH: So put that in the minutes,  
22 too.

23 MR. TATE: Okay. Excuse me. Victor Tate  
24 at Paul Borda Towers. I have two on that first

1 floor where you were talking about. What are  
2 y'all going to do with -- y'all clearing out  
3 asbestos and stuff. That means these two  
4 elderly people that y'all got down there that  
5 are very sickly, and one of them is almost 80  
6 year old. I know ain't no way in the world  
7 y'all going to clear that out and fix that or  
8 whatever, and they going to still be sitting --  
9 staying down there.

10 MR. KURTZ: All right. And that's why  
11 we -- I've got the consultants coming in to  
12 examine it. There are certain types of  
13 asbestos, the way it's been used, and  
14 techniques to remove that asbestos that have no  
15 impact on surrounding population. It all gets  
16 encapsulated within plastic, and they take  
17 measures to insure that it doesn't escape.  
18 There are means and methods to be able to do  
19 that. That's why I get the consultants to come  
20 in and define those parameters for the  
21 contractor.

22 MR. TATE: Well, you know, I've worked  
23 with that infrastructure to asbestos --

24 MR. KURTZ: Uh-huh.

1           MR. TATE:  -- and for an elderly person  
2           that has diabetes and asthma and stuff like  
3           that, it don't take much, and you can't tell  
4           me -- I know because I've worked with it.  
5           There's no way possible you could tell me 100  
6           percent containment.  No.  That's -- that's not  
7           possible --

8           MR. KURTZ:  Uh-huh.

9           MR. HENDERSON:  -- you know, and it  
10          doesn't take but a little bit, just a little  
11          bit for that person to get sick.  They don't  
12          -- they don't even know, you know, and that's  
13          something that really needs to be considered,  
14          if possible, to the utmost.

15          MR. KURTZ:  I appreciate that.

16          MR. TATE:  Uh-huh.

17          MR. KURTZ:  Yes, sir -- yes, ma'am.

18          MONTGOMERY PLAZA REPRESENTATIVE:  I've  
19          just for one -- one word for Montgomery Plaza.  
20          Yesterday our light from the back into it, as  
21          y'all proposed to this young lady that is 40  
22          something years old that's paralyzed on one  
23          side in a wheelchair, but not only that, on  
24          yesterday morning at 9:45 that her apartment's

1 on fire -- I don't know where she was.

2 But I was out there with the manager, and  
3 when it burnt that away, that I don't know what  
4 become of her and where she going to be placed,  
5 but I am going to go by the office when I go by  
6 to take a place and find out what the procedure  
7 is going to take place with her because it's a  
8 whole lot of things that's going on with her  
9 health needs.

10 And I have some of the complaints to take  
11 to the manager. And has y'all planned and when  
12 we have people that paralyzed like that, the  
13 welfare that needs in a place where they'll be  
14 on one floor where they can operate they self  
15 in the bedrooms because I went to her  
16 apartment, her bedroom where she sleeps at.  
17 She had to get a hospital bed in her living  
18 room. I feel that something needs to be acted  
19 on. Thank you, Mr. Kurtz.

20 MR. KURTZ: Okay.

21 MS. HALL: Ms. Christine, you need to take  
22 that to Ms. Partee.

23 MS. BAKER: I think she knows it, too.

24 MS. HALL: Go back and remind her that

1           these are the things that -- she's the social  
2           service -- human service. These are the things  
3           that she needs to get straight, Ms. Partee.

4                       (WHEREUPON, THE MEETING WAS CONCLUDED.)

5  
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1           MEMPHIS HOUSING AUTHORITY ANNUAL FIVE YEAR PLAN  
2                               MEETING WITH RESIDENT PRESIDENTS

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9                               SITE: MEMPHIS HOUSING AUTHORITY  
10                              FEBRUARY 3, 2006  
11                              9:00 A.M.

12  
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14          PRESENT FROM MEMPHIS HOUSING AUTHORITY:

15                              ROBERT KURTZ  
16                              GREGORY PERRY  
17                              VERNUA HARAHAN

18  
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24



1 MR. KURTZ: Good morning, everybody.

2 THE BOARD: Good morning.

3 MR. KURTZ: I'm Bob Kurtz, the director of  
4 capital improvements here at the housing  
5 authority, and I appreciate you taking the time  
6 out of your meeting to allow me to come and  
7 discuss the annual plan and the five-year plan.

8 As you know, this is an annual process the  
9 housing authority goes through. It's our goal  
10 to obtain resident input, and we certainly rely  
11 heavily on the residents' input as we help  
12 change the nature of public housing in the city  
13 of Memphis. We've made a lot of changes over  
14 the last few years, and we still got a lot to  
15 go.

16 I was just out earlier this morning  
17 walking -- or driving along Crump Boulevard,  
18 and we've got mud on one end there right by  
19 Lamar Terrace, and we've got mud on the other  
20 end, Fowler Homes, both of those former public  
21 housing sites, and within the year you're going  
22 to see the new structures rise out of the  
23 grounds, and that's part of the big change that  
24 we're working here.

1           The plan that we're reviewing is at the  
2           public library for comment. It's here at the  
3           central office in the personnel for human  
4           services -- human resources department. And we  
5           have officially opened up the public comment  
6           period. I believe it ends the 15th of March  
7           or thereabouts.

8           The comments should be submitted in  
9           writing. We will be taking notes here as you  
10          know so that we can capture your input and help  
11          the staff review those plans, proposals and  
12          incorporate that into any changes that need to  
13          be made into the proposed plan before we submit  
14          it to HUD.

15          There is a additional public hearing. The  
16          last word I had was the 15th of March  
17          followed up by approval tentatively scheduled  
18          the 23rd of March of this year before  
19          submittal to HUD. HUD then has 75 days to  
20          review it and approve it prior to the start of  
21          the housing authority's fiscal year that starts  
22          on the first of July.

23          I'm going to cover the major initiatives  
24          we have underway in the short-term and in the

1 long-term to give you an idea of where we're at  
2 and where we're going.

3 First of all, we have just awarded a  
4 contract to do a physical needs assessment of  
5 all of the properties, both MHA-managed  
6 properties and privately-managed properties.  
7 The purpose of that is to obtain an outsider's  
8 perspective on required improvements that need  
9 to be made at the various sites.

10 This was an old process, a process  
11 previously required under the capital grant  
12 program. It was eliminated when HUD moved to  
13 the capital fund program. However, when we as  
14 the authority asked to go into a capital  
15 financing plan with HUD, they asked that we do  
16 this kind of physical needs assessment as a  
17 check and balance on the proposals we were  
18 giving them for development. We're going  
19 through with this process.

20 Included within that, this physical needs  
21 assessment at each of the sites, is going to be  
22 a seismic analysis of each of the high-rises.  
23 As you probably know, we live on or near the  
24 New Madrid fault, which is of a concern for

1           everybody. It's been listed, and you've seen  
2           about it in the paper. So we want to see what  
3           our structures look like and what could be done  
4           to try and stabilize them or develop whatever  
5           other options that we need to address the  
6           situation at the high-rises.

7                     We also have an energy audit underway  
8           right now with the associated utility study.  
9           That, as I understand, is --

10                    Mr. Sanders, would you mind turning the  
11           air conditioner on just a little bit. It's  
12           getting just a little warm. Thank you.

13                    The energy audit is underway with utility  
14           allowance study at both the MHA-managed and the  
15           privately-managed sites. Once we get the  
16           results of that audit, what we'll do is we'll  
17           put it out for public comment. I believe it's  
18           a 60-day public comment period.

19                    Following that, we would bring in that to  
20           the -- to the MHA board for review and  
21           approval, and that would be implemented on the  
22           residents' rent based on those new utility  
23           allowances.

24                    Hello, there.

1           Mr. Perry will bring in the copies of all  
2 of the briefing slide pack that you saw last  
3 time. I did provide to him input in a bullet  
4 form to identify all the projects that I'm  
5 going to discuss now at each of the various  
6 sites. I did want to highlight before I go  
7 into each site, though, a major focus for this  
8 year is going to be the development of senior  
9 centers.

10           Last year we did submit and obtain HUD  
11 approval for elderly designation of three new  
12 sites that will be constructed, and also  
13 approved extension on the existing elderly-only  
14 designation for College Park. As you know,  
15 College Park has 80 units of senior-only  
16 housing.

17           We have in construction now another  
18 80-unit senior center at Old Fowler Homes.  
19 That will be known as Latham Terrace. We have  
20 the site preparation underway right now for  
21 construction of 118-unit senior center at  
22 University Place, former Lamar Terrace. In  
23 addition, we're finalizing the plans for the  
24 construction of the 69-unit senior center in

1 the Uptown area.

2 So you add that up, that's 267 new  
3 elderly-only designated sites within the next  
4 15 months, in addition to the 80 already at  
5 College Park.

6 Jackie Partee is going to be working with  
7 William Webb and the various private management  
8 companies as we work towards lease-up on those  
9 facilities, so that will be something over the  
10 next six months or so you'll want to keep an  
11 eye on and see where that goes.

12 And let me go through the various sites  
13 and let you know what we have proposed are  
14 underway. At Lamar Terrace, University Place,  
15 I mentioned 118 senior center. I believe it's  
16 about 80 -- excuse me, 90 public housing units  
17 of that 118. It's got a prominent position  
18 right at the front of the development on Lamar  
19 Avenue.

20 MS. HALL: Denise Hall, Dixie Homes. In  
21 all, how many units will you have for low  
22 income?

23 MR. KURTZ: At University Place?

24 MS. HALL: University Place.

1           MR. KURTZ: Let me see if I've got it  
2 here. Got 82 in the senior center, 44 family  
3 rental, and 24 in the third phase of family  
4 rental. So that's, what, 130 right there. And  
5 then some of these non-ACC units are tax  
6 credit, which are also affordable housing.

7           MS. HALL: Okay.

8           MR. KURTZ: The first phase, as I  
9 mentioned, is that senior center. Lease-up's  
10 supposed to begin next spring.

11          MS. HALL: Okay. Denise Hall, Dixie  
12 Homes.

13          MR. KURTZ: Uh-huh.

14          MS. HALL: In Uptown and in Greenlaw,  
15 y'all have senior citizens.

16          MR. KURTZ: The Uptown, we're just  
17 submitting for -- the plans for the senior  
18 center to be built there, 69 units. That will  
19 be through this summer when construction would  
20 start.

21                 Greenlaw, I don't -- is not an  
22 elderly-only designated site, but there are 22  
23 public housing units there of the 88 in the --

24          MS. HALL: What about Metro?

1 MR. KURTZ: The Metropolitan --

2 MS. HALL: Metropolitan.

3 MR. KURTZ: There are 114 units there. I  
4 didn't bring my chart. I don't recall the  
5 exact number. I'll have to get that for you.

6 MS. HARAHAAN: What is it usually,  
7 30 percent?

8 MR. KURTZ: We typically go anywhere from  
9 30 to 50 depending on the amount of federal  
10 money that the housing authority invests in the  
11 site.

12 MS. HARAHAAN: So 30 percent of the 114  
13 would be probably the most appropriate for that  
14 site.

15 MR. KURTZ: Yeah. I will -- I tell you  
16 what: I will go back and confirm because I've  
17 got the chart downstairs.

18 MS. HARAHAAN: Okay. Do you need me to  
19 call somebody to get it up here?

20 MR. KURTZ: No, no.

21 MS. HARAHAAN: Okay.

22 MR. KURTZ: I'll get it.

23 MS. HARAHAAN: And I'll just mail it to  
24 you.



1 MS. HALL: Denise Hall. For what I  
2 thought the 30 percent was all the units  
3 combined.

4 MS. HARAHAAN: It depends. It's all the  
5 combined, or if they put it in the application,  
6 they would do 30 percent of certain types of  
7 designated units, whether or not there were  
8 going to be single-family scattered sites or  
9 whatever. It depends on what they specified in  
10 the application.

11 MR. KURTZ: Yeah. Each of the  
12 developments is handled by phases based on the  
13 availability of funding from the various  
14 sources, whether it's federal, whether it's  
15 city, whether it's private mortgage, or whether  
16 it's low income housing tax credits that come  
17 in from THDA.

18 Yes, sir.

19 MR. SANDERS: Albert Sanders, Jefferson  
20 Court Square. What this all -- what we was  
21 trying to get at, within that 30 percent, what  
22 we've been listening at, it's never anything  
23 designated for the seniors.

24 MR. KURTZ: Right.

1           MR. SANDERS: And we knows we got a lot of  
2 people in the towers who want to come out of  
3 them.

4           MR. KURTZ: Uh-huh.

5           MR. SANDERS: That's what I'm saying.

6           MR. KURTZ: Okay. I understand that  
7 comment. The --

8           MR. SANDERS: It's like when you're coming  
9 back. And the way it looks like they're  
10 bringing them back within -- within that  
11 30 percent, they're not including those  
12 seniors.

13          MR. KURTZ: Uh-huh. Well, what -- seniors  
14 aren't -- it's not an exclusive occupancy in  
15 the Metropolitan or Greenlaw. They're a  
16 specific -- there's a specific process the  
17 housing authority has to go through to obtain  
18 an elderly-only designation, and it has to be  
19 done in accordance with the market study to  
20 show the demographics support that.

21          Consequently, we've done some developments  
22 that are senior-only, and we have others that  
23 are your general mixed population based on  
24 income. So that's why this past year we went

1 in and got designation extension for College  
2 Park because that, we believe, has been a good  
3 facility.

4 We've got elderly-only designation to go  
5 into the former Fowler site on that one  
6 building of two phases. There's two phases to  
7 Fowler. One phase will be elderly-only. For  
8 University Place, the first phase again is  
9 elderly-only.

10 MR. SANDERS: All right.

11 MR. KURTZ: And then in this case, in  
12 Uptown, it's the latter phase. The housing  
13 authority looked at the way things were going  
14 in Uptown. Some of the issues with acquisition  
15 of land and timing to determine the best  
16 approach, rather than doing more scattered, was  
17 to put together a senior center there.

18 MR. SANDERS: All right. Thank you.

19 MS. HALL: I have a question. Denise Hall  
20 with Dixie Home. We have the seniors. We have  
21 low income. What about disabled? How do y'all  
22 qualify those?

23 MR. KURTZ: Thank you for that question.  
24 Disabled is a major concern for us. We have

1 worked with the center for independent living  
2 on a variety of issues over the last several  
3 years. Every new development that we put in,  
4 anytime there's any federal funding that goes  
5 into it, we are required by law to make  
6 5 percent of the units fully  
7 handicapped-accessible. And additional  
8 2 percent --

9 MS. HALL: I mean, well, all -- all -- all  
10 disabled are not handicapped. I'm disabled. I  
11 don't -- I don't need a wheelchair.

12 MR. KURTZ: Well, let me address that in  
13 two -- the second part. We have the 5 percent  
14 requirement, which is typically your  
15 handicapped-accessible requirements for  
16 wheelchair, okay. But not in total. And the  
17 other is an additional 2 percent requirement  
18 for audiovisual-impaired. That goes into the  
19 new construction.

20 Beyond that, the housing authority has a  
21 responsibility to provide reasonable  
22 accommodation. If you have a certain handicap  
23 condition, disabled condition, then you have  
24 -- you have the right to present to the

1 management your request for specific actions to  
2 meet your condition. And then the housing  
3 authority has a responsibility to review that  
4 and make some type of reasonable accommodation.  
5 And that can be a variety of issues. Depends  
6 on what your particular disability or handicap  
7 is.

8 MS. HALL: I mean, I'm looking at all of  
9 the programs that MHA has.

10 MR. KURTZ: Uh-huh.

11 MS. HALL: But you have for handicapped.

12 MR. KURTZ: Uh-huh.

13 MS. HALL: Handicapped and disabled  
14 totally two different status of people.

15 MR. KURTZ: Uh-huh.

16 MS. HALL: I'm handicap. I'm disabled,  
17 but I'm not handicapped.

18 MR. KURTZ: Uh-huh.

19 MS. HALL: I don't need a handicap  
20 building.

21 MR. KURTZ: I understand.

22 MS. HALL: But y'all -- I mean, it's  
23 nothing that this agency does for disabled.  
24 5 percent of 900 units is what?

1           MR. KURTZ: 5 percent of 900 units --  
2 well, 10 percent will be 90, so it's 45.

3           MS. HALL: 45 units for the disabled.

4           MR. KURTZ: Uh-huh.

5           MS. HALL: Is that fair?

6           MR. KURTZ: Well, that is what the law  
7 requires us to do, and we're going to provide  
8 for compliance with all federal laws, and then  
9 with our development process. If you have a  
10 specific disability, it's incumbent upon you or  
11 any other resident who has a disability to  
12 bring that disability to the attention of  
13 management to seek a reasonable accommodation.

14           And I would encourage you to use those  
15 very terms of "reasonable accommodation" to  
16 your disability. That establishes a legal  
17 requirement for the agency to look at that  
18 disability and determine what measures could be  
19 used to help you in that disability.

20           We can't build every unit to accommodate  
21 every disability in the world because we don't  
22 know what they are, and we don't know how  
23 different people would respond to that. But we  
24 do meet the federal standard for a 5 percent

1           handicapped-accessible, 2 percent audiovisual,  
2           and we are requiring --

3           MS. HALL: Excuse me, what you mean by  
4           audiovisual?

5           MR. SANDERS: Be hearing and sound.

6           MR. KURTZ: Sight and sound. Sight and  
7           sound.

8           MS. HALL: And when did y'all start doing  
9           that?

10          MR. KURTZ: We've been doing that for some  
11          time. When you have -- partic- -- the biggest  
12          thing is when you look at the fire alarm  
13          systems --

14          MS. HALL: Uh-huh.

15          MR. KURTZ: -- and you see the flashers,  
16          that's an audio --

17          MS. HALL: Yeah.

18          MR. KURTZ: -- measure that we take  
19          because some people can't hear --

20          MS. HALL: Okay.

21          MR. KURTZ: -- and that's one of the  
22          accommodations. That's part of the 2 -- that  
23          basically is the 2 percent requirement in the  
24          fire alarm system.

1 MS. HALL: Now, the only development I  
2 seen those in Smith Homes.

3 MR. KURTZ: Uh-huh.

4 MS. HALL: Do you have them in your  
5 development, Rosie?

6 MS. MEREDITH: Uh-huh.

7 THE BOARD: We have them.

8 MS. HALL: You have them in the  
9 high-rises. What about the low-rises?

10 MR. KURTZ: They are put in -- they are  
11 put in 2 percent of the units in new  
12 construction. Now, the housing authority does  
13 maintain a list of the handicapped-accessible  
14 units. Supposed to have 2 percent units -- I  
15 can't confirm whether those units are present  
16 on the site right now in every development. I  
17 don't know that, but I will discuss that with  
18 Mr. Webb.

19 MS. BAKER: Good morning, Mr. Kurtz. I'm  
20 Beverly Baker --

21 MR. KURTZ: Hi.

22 MS. BAKER: -- why are there some  
23 residents that are unhandicapped living in  
24 handicapped-accessible units in Cleaborn?



1           MR. KURTZ: I'm going to have to defer  
2           that to Mr. Webb. I don't -- I'm not in charge  
3           of the occupancy policy. I do -- I can say  
4           that because we in capital improvements have  
5           done multiple repairs on many units, sometimes  
6           we've -- sometimes units are repaired, and if  
7           they're not occupied, they get vandalized, and  
8           I think they may be part of management's  
9           strategy to minimize the loss by putting  
10          someone into a unit to make sure it doesn't get  
11          vandalized.

12                 Knowing that, that individual has --  
13           presumably signs an understanding that they  
14           would be relocated if somebody with a handicap  
15           need says, I need to use a -- I need a handicap  
16           unit. And that's just my conjecture on, I  
17           think, how operations handles that.

18           MS. BAKER: Okay.

19           MR. KURTZ: Okay. Any other question  
20           before I go back into where we're at on  
21           University Place?

22                 Okay. We've got a lot of demolition  
23           projects underway at University Place. If you  
24           have an opportunity today and over the next

1 couple of weeks, you're going to see the former  
2 Baptist rehab hospital get demolished. We're  
3 going to be finishing the demolition of the old  
4 Memphis Furniture Factory as you move westward,  
5 and we've already completed the demolition of  
6 the 601 Dudley Big A Auto Parts warehouse.

7 All those demolitions are in advance of  
8 second and third phases of University Place.  
9 So all told, you know, we -- you know, it's  
10 close to 400 something units that are going to  
11 be built at University Place between I-240 and  
12 east along the south side of Crump.

13 MS. HALL: Excuse me, Denise Hall.

14 MR. KURTZ: Uh-huh.

15 MS. HALL: So what are you -- what you're  
16 saying is that when -- where the Baptist Rehab  
17 was, y'all going to build houses --

18 MR. KURTZ: That's right.

19 MS. HALL: -- in that area, too.

20 MR. KURTZ: That's right. That's part of  
21 the whole --

22 MS. HALL: So we're going all the way from  
23 Lamar just about -- not Lamar, from the  
24 interstate --

1 MR. KURTZ: Uh-huh.

2 MS. HALL: -- back to East Street.

3 MR. KURTZ: Correct.

4 MS. HALL: So in that phase we have 400  
5 units --

6 MR. KURTZ: Uh-huh.

7 MS. HALL: -- and a hundred and how many  
8 units goes to --

9 MR. KURTZ: 118 are in the senior center.

10 MS. HALL: Senior center, 118.

11 MR. KURTZ: And 82 of those are public  
12 housing. The rest are -- 36 units are  
13 affordable housing governed by the tax credit.

14 MR. TATE: I thought you said that 80  
15 units was for seniors only.

16 MR. KURTZ: 82.

17 MS. HALL: Well, I'll go for 200 since I'm  
18 looking at -- if you got 400 units, at least  
19 half of it should go to low income and senior  
20 citizens units. So would, really, houses.

21 MR. KURTZ: On a family rental, which is  
22 the next phase, there are 44 ACC units -- that  
23 means public housing -- 108 nonpublic  
24 housing -- some of those are going to be

1           affordable, but they're all rental -- for a  
2           total of 152.

3           MS. HALL: There will be no ownership.

4           MR. KURTZ: There will be a phase of --  
5           two phases of home ownership for a total of 68  
6           units. That's some of the later phases of the  
7           grant. And Phase 3 is a 24 public housing, 126  
8           nonpublic housing, for a total of 150.

9           MS. HALL: I see they have broke that  
10          ground over there. When are you going to start  
11          building?

12          MR. KURTZ: The site preparation work is  
13          underway right now for the senior center, and  
14          we're expecting to close with HUD on all the  
15          documentary -- documents necessary for the  
16          construction of the senior center, we should  
17          close within two weeks. I think the 14th is  
18          the scheduled date for closing with HUD.

19          Once they have approval, our development  
20          partners have solicited for a general  
21          contractor to actually build the structure.  
22          Within 60 days you should see the foundation in  
23          on that building.

24          Okay. That's University Place. We've got

1 a lot going on there.

2 MR. TATE: Excuse me.

3 MR. KURTZ: Yes, sir.

4 MR. TATE: My name is Victor Tate from  
5 Paul Borda Towers.

6 MR. KURTZ: Uh-huh.

7 MR. TATE: Of all the sites, you only have  
8 four sites that's going to have senior citizen  
9 facilities on it?

10 MR. KURTZ: At the present time, right.  
11 That's what we have. We're looking at other  
12 options as well but not necessarily in this  
13 plan year. We're in discussion about how we're  
14 going to develop Graves Manor. One of the  
15 things we're considering is putting a senior  
16 center at Graves Manor. We have about 36 acres  
17 of land there.

18 We had talked about doing -- building a  
19 senior center perhaps at Horn Lake Heights on  
20 Horn Lake Road in southwest Memphis. We're  
21 considering how we might develop some  
22 senior-type housing facilities in the Cleaborn  
23 Homes/Foote Homes area, but none of that is  
24 -- we don't have any definitive plans on that

1           yet.  It's just thinking through how we would  
2           go about that, where we would get the  
3           appropriate funding to do it.

4                     Right now we're -- now, capacitywise  
5           there's only so much -- so much funding  
6           available at a given time, and what we're doing  
7           now is putting in the senior centers at those  
8           locations where we've already demolished older  
9           facilities.

10                    MR. TATE:  So you're saying, in other  
11           words, that in all the planning that we've done  
12           in building all these sites and stuff, we  
13           really never planned in the senior citizens.

14                    MR. KURTZ:  No, that's not true.  As I  
15           mentioned at the start, we did have all along  
16           intention of putting the senior center at  
17           Fowler, and that's what we're doing right now.  
18           We did have intention of putting the senior  
19           center at Lamar Terrace.  That's what we're  
20           doing right now, and both of those are the  
21           first phases of those particular developments.

22                    Uptown is an addition that wasn't in the  
23           original, but we went back and reconsidered and  
24           determined that putting a senior center in

1 Uptown was advantageous to the resident  
2 population, and so we thought that would be a  
3 way to go.

4 So we have those three plus the College  
5 Park already have been built, so -- you know,  
6 we -- that's 260 units within the next 15  
7 months of elderly-only coming online, which I  
8 think speaks well to the direction we're going  
9 and the investment of money that we're making  
10 towards seniors in the community. We're not  
11 done yet, but we're on the way.

12 MS. HALL: Denise Hall with Dixie Homes.  
13 Now, Dixie, when they -- when they redo  
14 Dixie --

15 MR. KURTZ: Uh-huh.

16 MS. HALL: -- which we had -- I think the  
17 letters came out Monday --

18 MR. KURTZ: Uh-huh.

19 MS. HALL: -- in order to take Section 8,  
20 your eligibility. Will they have senior  
21 citizens there?

22 MR. KURTZ: There's not a specific -- to  
23 the best of my knowledge, there's not a  
24 specific elderly-designated-only phase.

1 MS. HALL: Okay.

2 MR. KURTZ: Doesn't mean an elderly person  
3 can't stay there.

4 MS. HALL: I know that, but what I'm  
5 saying --

6 MR. KURTZ: Okay.

7 MS. HALL: -- will you have handicap --  
8 you will have handicapped-accessible units.

9 MR. KURTZ: Everywhere, yes.

10 MS. HALL: But you won't have a senior  
11 citizen building.

12 MR. KURTZ: Correct. There won't be an  
13 exclusive senior-citizen-only to the best of my  
14 knowledge at the present time.

15 MS. HALL: Okay. In the surrounding areas  
16 of Dixie Home, like Ayers Street --

17 MR. KURTZ: Uh-huh.

18 MS. HALL: -- Decatur --

19 MR. KURTZ: Uh-huh.

20 MS. HALL: -- Merriwether --

21 MR. KURTZ: Uh-huh.

22 MS. HALL: -- who owns that property, and  
23 what are they going to do with that property  
24 because it's just -- I mean, I can understand



1           that we're putting beautiful units in Dixie  
2           Homes, but what about the surrounding areas?  
3           Those are the areas that need to be worked on.

4           MR. KURTZ: Right. And that is a bigger  
5           -- that's a big question. What we talked  
6           about --

7           MS. HALL: Now, y'all took Lamar  
8           Terrace -- y'all bought the whole surrounding  
9           areas of that development.

10          MR. KURTZ: Uh-huh.

11          MS. HALL: It going to look pretty over  
12          there because you bought the entire area.

13          MR. KURTZ: Uh-huh.

14          MS. HALL: To fix it up.

15          MR. KURTZ: Right. Well, everybody here's  
16          familiar with the City of Memphis funding  
17          situation and the difficulty at the present  
18          time with cash in the city. All of those  
19          acquisitions at the Baptist hospital, the  
20          Memphis Furniture, the Big A Auto Parts, all of  
21          those, as well as the demolition along those  
22          properties, all of those were paid for or will  
23          be paid for from the City of Memphis  
24          contribution to the Hope VI application

1 process.

2 The City of Memphis was not able to  
3 contribute the same amount of capital to the  
4 Dixie Homes application as they were to the  
5 University Place. So there's only so much --  
6 you know, we -- I agree with you, we would like  
7 to have been able to acquire more land around  
8 Dixie homes. It wasn't feasible financially.

9 The other part of it is when the  
10 applications are submitted to HUD, there's  
11 specific criteria that HUD has on what you can  
12 do or what is eligible and how you can  
13 structure your proposal.

14 For example, if you were going to build  
15 home ownership, you have to -- you have to show  
16 evidence of control of the land when the  
17 application goes in. Well, if you have to show  
18 that you own the land or have a right to own  
19 the land when the application goes in and you  
20 only have 60 days to submit your application,  
21 there's a limited time to be able to say, Well,  
22 we want to buy that piece of property and that  
23 piece of property, make sure you've got the  
24 money to do it, make sure it's environmentally

1 sound to make that purchase. There wasn't  
2 enough time, and there wasn't enough resources  
3 to be able to buy lands adjacent to Dixie  
4 Homes.

5 Thankfully, because we own the area in  
6 Cleaborn Homes south of Georgia Avenue, we  
7 already owned that property. We were able to  
8 include that within the Dixie Homes application  
9 as the home ownership phase. So that is in  
10 fact going to be the first phase of the Dixie  
11 Homes grant implementation is the construction  
12 of 30 single-family home ownership units at  
13 Cleaborn Homes TN111.

14 I agree with you, and I know a lot of  
15 other people in the community are concerned  
16 about the areas adjacent to the Dixie Homes  
17 area, and hopefully --

18 MS. HALL: I mean -- I mean --

19 MR. KURTZ: -- we'll be able to raise  
20 capital to be able to do something about it.

21 MS. HALL: What I'm looking at, in every  
22 development that has been renovated --

23 MR. KURTZ: Uh-huh.

24 MS. HALL: -- the land was bought around.

1           Just like Greenlaw. They put -- put new  
2           houses --

3           MR. KURTZ: Uh-huh.

4           MS. HALL: -- renovated those houses all  
5           around that area.

6           MR. KURTZ: Uh-huh.

7           MS. HALL: They have bridges, they have  
8           the bus station right there. Everything is new  
9           there.

10          MR. KURTZ: Uh-huh.

11          MS. HALL: But Dixie going to have  
12          beautiful units --

13          MR. KURTZ: Uh-huh.

14          MS. HALL: -- and when you walk out your  
15          door, what are you going to be looking at? A  
16          parking lot --

17          MR. KURTZ: Uh-huh.

18          MS. HALL: -- some broke-down apartments,  
19          and interstate.

20          MR. KURTZ: Well, and I don't know if I  
21          brought it up here. Let me see if I can get  
22          -- a lot of it depends on the availability of  
23          funds and what you're able to do with the  
24          resources that you have at the given time.

1 MS. HALL: It's some -- it's some  
2 apartments being built on -- on -- on Decatur.  
3 Who own those units?

4 MR. KURTZ: Probably Mr. Bueller.

5 MS. HALL: Uh-huh.

6 MR. KURTZ: I'm thinking it's Mr. Bueller.

7 MR. SANDERS: They bought the property  
8 down there.

9 MS. HALL: Yeah. Now, he come in just in  
10 time to get some Section 8 vouchers.

11 MR. KURTZ: Yeah. Well, you know, and  
12 that's part of the private enterprise business.  
13 We can't control everything that happens in the  
14 city of Memphis.

15 MS. HALL: Well, do he own any other  
16 property besides the one on Decatur?

17 MR. TATE: He owns a lot of properties. A  
18 lot of properties.

19 MS. HALL: I'm talking about in that area.

20 (Mr. Kurtz talking on phone.)

21 MR. KURTZ: Okay. Let me proceed on  
22 talking about where we're at at Dixie Homes,  
23 and I'll have Pam bring up the drawings so you  
24 get an idea of what we're able to propose with

1 the moneys we have.

2 At Dixie, of course, we're going to take  
3 down that building at 1011 Mosby. We finally  
4 got the insurance money to demolish that. And  
5 we're going to assist in the relocation of the  
6 residents. You've all been notified of that  
7 process.

8 And once we work through all the issues on  
9 relocation, we'll start demolition of the  
10 sites. That could be this calendar year. It  
11 depends on how the relocation goes.

12 MS. HALL: Okay. What I'm looking at --  
13 Denise Hall.

14 MR. KURTZ: Uh-huh.

15 MS. HALL: What I'm looking at, we have  
16 Cypress Woods down.

17 MR. KURTZ: Uh-huh.

18 MS. HALL: We have Ford Road -- what is  
19 that, Horn Lake, Ford Road?

20 MR. KURTZ: Uh-huh.

21 MS. HALL: Ford Road down.

22 MR. KURTZ: Right.

23 MS. HALL: Fowler Homes down.

24 MR. KURTZ: Right.

1 MS. HALL: We have New Chicago. What's  
2 that, Montgomery? Montgomery Plaza.

3 MR. KURTZ: And Oates Manor.

4 MS. HALL: Oates Manor down.

5 MR. KURTZ: I tell you what.

6 MS. HALL: And we have Graves Manor down,  
7 and we have Lamar Terrace.

8 MR. KURTZ: Let me go through this because  
9 I think I'm going to answer most of your  
10 questions as I go through each of the sites  
11 because we do have time lines for specific  
12 investment of money based on availability of  
13 funds.

14 MS. HALL: Well, I mean, seem like to me  
15 before you take all these down you should have  
16 at least two up.

17 MR. TATE: That's what I don't understand.

18 MR. KURTZ: Well, but look. We have  
19 College Park has been done.

20 MS. HALL: College Park is one place.

21 MR. KURTZ: I know College Park is one  
22 place.

23 MS. HALL: But you have five down.

24 MR. KURTZ: Well, look. We've --

1 MS. HALL: Five off -- off land.

2 MR. KURTZ: Okay. Let's back up.

3 MS. HALL: Six.

4 MR. KURTZ: Let's back up and think, now.

5 We did a total renovation of Lauderdale Courts.

6 That's back up now. We built the Metropolitan.

7 MS. HALL: But it's not public housing.

8 MR. KURTZ: There's seven --

9 MS. HALL: It's afford- -- it's affordable  
10 housing --

11 MR. KURTZ: There's 76 public housing

12 units --

13 MS. HALL: That's not --

14 MR. KURTZ: -- that we have --

15 MS. HALL: Okay.

16 MR. KURTZ: -- at Uptown Village.

17 MS. HALL: Dixie Homes is total public

18 housing. That's what I'm talking about.

19 Nothing come back is total public housing

20 because y'all getting these Hope VI grants.

21 MR. KURTZ: No. There's a couple --

22 MS. HALL: Okay. That's fine, but what I

23 am saying we have six development off land.

24 MR. KURTZ: Uh-huh.



1 MS. HALL: How many do we have online?

2 Five, six? It's nine of us here.

3 MR. KURTZ: Uh-huh.

4 MS. HALL: We only have nine.

5 MR. TATE: We only have five -- well,  
6 eight -- well, there's only four then because  
7 you got Ford Towers, and Uptown --

8 MS. HALL: Okay. We're not -- we're not  
9 talking about the towers. We got four -- we  
10 got four developments --

11 MR. KURTZ: Very good.

12 MS. HALL: -- low income up.

13 MR. KURTZ: Let me --

14 MS. HALL: Dixie, Cleaborn, Foote, and  
15 Montgomery.

16 MR. KURTZ: Denise, the reality of the  
17 situation is HUD only gives us so much money.  
18 HUD has continued to cut the amount of money in  
19 subsidy. When the sites are 40, 50, 60 years  
20 old, the cost to maintain them with the money  
21 we get from HUD is inadequate to maintain  
22 living conditions. Consequently, HUD and the  
23 finances of the situation are forcing us to  
24 look at setting up different kinds of

1 communities.

2 That's why Lauderdale Courts was taken  
3 off-line and brought back as a mixed-income  
4 community because the market rate and the other  
5 affordable help sustain financially where the  
6 HUD money doesn't, and that's why it has to  
7 work that way.

8 We can't afford to build a 600-unit pure  
9 public housing site as a replacement for Dixie  
10 Homes because economically it won't -- it won't  
11 function.

12 MR. TATE: Okay.

13 MS. HALL: But what I'm saying is this: I  
14 can understand what you're saying. I know all  
15 about HUD and the moneys and I --

16 MR. KURTZ: Uh-huh.

17 MS. HALL: -- I understand the Hope VI.  
18 But what I am saying is this: Where are the  
19 poor people going to stay --

20 MR. KURTZ: Uh-huh.

21 MS. HALL: -- if you keep tearing down  
22 developments, bringing them back as Hope VI?

23 MR. KURTZ: Well --

24 MR. TATE: I think I can put your question

1           in a simpler form. You're tearing down all  
2           these houses, and you're tearing down all these  
3           developments. You claim that you don't have  
4           enough money. You tear down everything -- you  
5           know, you only have enough money to start  
6           another building. You ain't got enough money  
7           to finish development. Why you tear all these  
8           sites down? Why not take down two, finish  
9           those two, then tear down a couple of others --

10           MS. HALL: That's right.

11           MR. TATE: -- then finish those? That way  
12           you won't have all these sites down and no  
13           place for peoples to stay.

14           MS. HALL: Nobody's nothing on-line.

15           MR. TATE: I mean, you know, you just  
16           tearing up a little of HUD money here, a little  
17           of HUD money there, a little of HUD money  
18           there. Put all that money together and put it  
19           on one site and finish that site. You know,  
20           bring it on-line.

21           MR. KURTZ: I appreciate your comments,  
22           and it's a real concern of everybody in the  
23           agency about the impact on the residents. If  
24           you go back, though, and look at where you were

1 five to ten years ago, you were looking at  
2 severely deteriorated sites across the whole  
3 city, and half of them had less than 50 percent  
4 occupancy.

5 And so when you look at Lauderdale Courts,  
6 it was -- it was virtually empty. You look at  
7 Fowler Homes. It was virtually empty. Graves  
8 Manor was the same way. The occupancy was way  
9 down because the units --

10 MS. HALL: Okay. We can fault --

11 MR. KURTZ: -- were not habitable.

12 MS. HALL: We can fault the agency for  
13 that --

14 MR. KURTZ: Okay.

15 MS. HALL: -- for this simple reason:  
16 Those units, those managers or -- whatever  
17 happened, I don't know what happened. Some of  
18 those units was closed up for years --

19 MR. KURTZ: Uh-huh.

20 MS. HALL: -- without repair --

21 MR. KURTZ: All right.

22 MS. HALL: -- and occupancy. So  
23 therefore, when someone move out -- now, I been  
24 in Dixie Homes 27 years. The first 15 years I

1 was in Dixie Homes, you couldn't -- they had  
2 emergency units --

3 MR. KURTZ: Uh-huh.

4 MS. HALL: -- which is someone had a fire  
5 or something happened, they could move someone  
6 in the emergency units. They -- anytime  
7 somebody moved out of a unit, they went in,  
8 painted that unit, cleaned it up, and put  
9 someone in it.

10 MR. KURTZ: Uh-huh.

11 MS. HALL: This agency changed their  
12 policy. That's why we had vacancies on these  
13 developments.

14 MR. KURTZ: Uh-huh.

15 MS. HALL: It's not because people  
16 needed -- what's the waiting list now, 4,000?  
17 What's the waiting list?

18 MR. KURTZ: 10,000.

19 MS. HALL: 10,000?

20 MR. KURTZ: 10,000.

21 MS. HALL: Okay. Where -- where -- where  
22 these people going to go? If they had have  
23 kept these units occupied as they should have,  
24 we wouldn't have had the problems of not having

1           enough people.  If we have 400 units in Footes  
2           Homes --

3                   MR. KURTZ:  Uh-huh.

4                   MS. HALL:  -- I don't think but five of  
5           those units supposed to be empty because people  
6           need -- if it -- if it was -- if they didn't  
7           have -- if they didn't have any place to stay,  
8           they could have come to Footes Homes.  But if  
9           those managers closed those units, boarded  
10          those units up, didn't do anything with them.  
11          I know in Dixie Homes some units sit there for  
12          ten years.

13                   MR. KURTZ:  Uh-huh.  And that's not right.

14                   MS. HALL:  It's -- it's not the fault of  
15          the people.  It's the fault of this agency.

16                   MR. KURTZ:  I appreciate your comments.  
17          You can submit those in writing to the -- to  
18          the executive director for his consideration as  
19          we -- as we implement the plan.

20                   MR. TATE:  Yeah.  I can see -- Victor  
21          Tate, Paul Borda Towers.  I mean, you know,  
22          okay.  You got all these that y'all done  
23          started.

24                   MR. KURTZ:  Uh-huh.

1           MR. TATE: Before any of these finished,  
2           you fixing to close down Dixie Homes and add  
3           another 400-and-something people out again.

4           MR. KURTZ: Uh-huh.

5           MR. TATE: I mean, why not go on and  
6           finish one or two of those sites, then do that?  
7           You'll have -- I mean, you know -- I mean,  
8           logically speaking, I mean, you know, you --  
9           you've got all these sites closed down, and  
10          then you fixing to close another one down, and  
11          you ain't finished nothing else. You ain't  
12          finished nothing else.

13          I mean, you just fixing to close something  
14          down. 400-something units and, hey, these  
15          people ain't really got no place to go. I  
16          mean, you ain't opening nothing else. Then  
17          it's going to be the same way with that one.  
18          You going to close -- you going to close  
19          another one down. That's -- that's terrible.

20          MS. HALL: Got nothing else to close down  
21          after they close these. What you going to do?

22          MR. KURTZ: Okay. I appreciate your  
23          comments on that. Thank you.

24          All right. Well, that's where we're at on

1 Dixie Homes is by the fall of 2007 we'll start  
2 Phase 1 site improvements. This is what Dixie  
3 Homes is conceptually going to look like  
4 (referring to chart) .

5 MS. HALL: Is that upside down?

6 MR. KURTZ: Well, it depends. This is  
7 north up here. This is Poplar Avenue.

8 MS. HALL: That's -- where Poplar?

9 MR. TATE: Where be Poplar as you go into  
10 Pauline. See the --

11 MR. KURTZ: Here's Pauline right here.

12 MR. TATE: And here your Pauline --

13 MS. HALL: Okay.

14 MR. TATE: -- east and west --

15 MS. HALL: Okay. I see it now.

16 MR. KURTZ: And the -- we're going to put  
17 a series of ponds along the northern boundary  
18 over --

19 MR. TATE: On the back side.

20 MR. KURTZ: -- the interstate, yes. For  
21 some of the water retention requirements.

22 MS. HARAHAHAN: And, also, near the  
23 interstate at the back, because he's using  
24 federal funds, there is a noise as well as



1 distance from the interstate that he has to  
2 adhere to, which is one of the reasons why  
3 we -- really and truly that they could not buy  
4 some of the adjacent property in the area.

5 MR. TATE: Now, I notice they putting up  
6 the --

7 MS. HALL: Okay. Now, I'm -- I'm looking  
8 at Dixie Homes. Now, they said in a meeting  
9 that, now, if we putting these ponds up here,  
10 we have an elementary school up the street.

11 MR. KURTZ: The elementary school is right  
12 here.

13 MS. HALL: That's what I'm saying.

14 MR. KURTZ: This is --

15 MS. HALL: Don't you think that that --

16 MR. KURTZ: It's on the other side of the  
17 interstate.

18 MS. HALL: -- water going to fascinate  
19 those children?

20 MR. KURTZ: Well, there --

21 MS. HALL: Is it going to be fenced in?

22 MR. KURTZ: Yes.

23 MS. HALL: Okay.

24 MR. KURTZ: Okay. Let's move along. The

1 question was raised what about Oates Manor. We  
2 have started our master planning effort to  
3 design what we're going to put back at New  
4 Chicago.

5 The housing authority is about to finish  
6 acquiring land on Firestone Avenue just east of  
7 Manassas High School, former industrial sites.  
8 We are going to demolish those facilities and  
9 build approximately 150 public housing units in  
10 the first phase of development. Within the  
11 plan we have --

12 MS. HALL: With the 150 public housing  
13 units, how many units in all did they put back  
14 up there?

15 MR. KURTZ: We haven't -- we haven't  
16 finished all the financial analysis to see what  
17 the appropriate mix is going to be.

18 MS. HALL: Okay.

19 MR. KURTZ: We'll be using some tax --  
20 likely using some tax exempt bond funding.  
21 We've gotten a grant from the City of Memphis  
22 for the acquisition of those properties and the  
23 demolition, and we will be applying for a Hope  
24 VI grant for that area. It's a vacant area

1 now. Of course, Oates Manor was demolished.

2 The housing authority had proposed to  
3 negotiate the sale of that to Memphis City  
4 Schools. Memphis City Schools and HUD -- based  
5 on the way legally it had to work, Memphis City  
6 Schools had to file a lawsuit that took it by  
7 eminent domain, friendly taking of eminent  
8 domain at the fair market value. Once we  
9 receive the money from that, that money will be  
10 used as part of the redevelopment effort for  
11 New Chicago.

12 New Chicago is going to be a three-phase  
13 development. The first is, as I'm discussing,  
14 on Firestone Avenue north of the current --

15 MS. HALL: How much money did New Chicago  
16 get to go in and renovate those apartments and  
17 housing up there?

18 MR. KURTZ: You're talking about Harmony  
19 Woods?

20 MS. HALL: Yes.

21 MR. KURTZ: I'm not familiar with how much  
22 was in that.

23 MS. HALL: I -- I know they -- I -- I  
24 don't see no sense in putting no beautiful

1 units up there either if you didn't buy the  
2 whole area out.

3 MR. KURTZ: Well, one of -- in fact, that  
4 investment that was made in Harmony Woods is  
5 going to be included within the application for  
6 Hope VI as part of the leverage. Every time  
7 you put together a Hope VI application, you  
8 have to show that other people are investing in  
9 that community.

10 Dixie Homes you have significant  
11 investment from the hospital district over  
12 here --

13 MS. HALL: Yeah.

14 MR. KURTZ: -- especially on the community  
15 service support side to be able to show to HUD  
16 that other people are interested in putting  
17 money in this community other than HUD. HUD  
18 doesn't want to be the only person investing.

19 MS. HALL: Y'all never explained -- y'all  
20 never explained that to us --

21 MR. KURTZ: Uh-huh.

22 MS. HALL: -- in capital improvements that  
23 the surrounding area of the developments had  
24 other company interested in -- in the

1           remodelling, because I know Baptist -- Lamar  
2           Terrace and Dixie said Baptist -- all of  
3           Baptist, all the hospitals sit in between those  
4           two.

5                   MR. KURTZ: That's right. And that's  
6           exactly why the housing authority was able to  
7           successfully get the grants for University  
8           Place and Dixie Homes is because these  
9           properties are on -- one on the north side and  
10          one on the south side of the hospital district.

11                   The biotech foundation is going to be  
12          building right where they demolished the old  
13          Baptist Hospital. We're going to be providing  
14          the residential community just down the street.  
15          Same thing on the north side. We're going to  
16          widen the residential community on the north  
17          side.

18                   MS. HALL: Yeah.

19                   MR. KURTZ: Le Bonheur is talking about  
20          expanding to the north, so there's a lot of  
21          investment that's going to take place in these  
22          areas. A lot of investment that's going to  
23          be -- and that's what HUD looks at when they  
24          say, This proposal from the City of Memphis is

1 better than the one from Pittsburg because  
2 there are other people who are putting money  
3 into that neighborhood. Or whatever city you  
4 may choose to --

5 MS. HALL: I'd like to ask this question.

6 MR. KURTZ: Not to pick on Pittsburg.

7 MS. HALL: Why is it all -- I mean, I have  
8 been to Pittsburg.

9 MR. KURTZ: Uh-huh.

10 MS. HALL: I have been to Baltimore. One  
11 of the resident presidents has been to Atlanta.  
12 We -- I've been to St. Louis on my own. Why  
13 are all of public housing units being  
14 demolished?

15 MR. KURTZ: Well, as I mentioned earlier,  
16 the properties that were built in the 30s, 40s,  
17 and 50s are too costly to maintain.

18 MS. HALL: New York haven't lost a unit.  
19 Those units are how old in New York?

20 MR. TATE: Seventy-five years old.

21 MR. KURTZ: They get paid -- they get a  
22 lot different funding level than we do in --

23 MS. HALL: That's the largest -- they have  
24 the largest development in the United States.

1           MR. KURTZ: Yeah. That's a political  
2 issue. I can't fight that one.

3           MS. HALL: Okay.

4           MR. KURTZ: New York's New York and  
5 Chicago's Chicago.

6           MS. HALL: You can stop putting my name  
7 down. I'm going to shut up. You can stop  
8 putting my name down.

9           MR. KURTZ: And Memphis is -- I can't  
10 fight that.

11          MS. HALL: Y'all can stop asking  
12 questions.

13          MR. KURTZ: All right. Let me -- all  
14 right. Yes, Mr. Sanders?

15          MR. SANDERS: Albert Sanders. But I'm  
16 like Ms. Hall. We know that all of the towers,  
17 what you-all call the high-rises just about  
18 need to be in the downtown area --

19          MR. KURTZ: Uh-huh.

20          MR. SANDERS: -- and they're not safe.  
21 Something needs to be done about the seniors,  
22 and since we got a mixed population --

23          MR. KURTZ: Uh-huh.

24          MR. SANDERS: -- and we talking about the

1 earthquake --

2 MR. KURTZ: Uh-huh.

3 MR. SANDERS: -- because we're so close to  
4 the river. These are not safe period.

5 MR. KURTZ: Well, as I mentioned at the  
6 outset --

7 MR. SANDERS: And they haven't -- they  
8 haven't been safe for a lot of seniors within  
9 the high-rises.

10 MR. KURTZ: As I mentioned --

11 MR. SANDERS: And looks like it'd be this  
12 agency would do something to get these people  
13 out.

14 MR. KURTZ: Well, let me address that  
15 since the question is asked. We have already  
16 completed the seismic analysis of Venson  
17 Center.

18 MR. SANDERS: I'm serious.

19 MR. KURTZ: I am, too.

20 MR. SANDERS: Because we have two  
21 elevators --

22 MR. KURTZ: I'm very serious about it --

23 MR. SANDERS: -- and they don't work.

24 MR. KURTZ: -- believe me. We have --



1           MR. SANDERS: In case there's an  
2 earthquake.

3           MR. KURTZ: We have a personal interest  
4 and a professional interest in everybody at the  
5 high-rises, as all of the -- of all the  
6 residents.

7           Venson -- we did a seismic analysis of  
8 Venson Center just this past year. We're going  
9 to be doing a seismic analysis of each of the  
10 other three high-rise towers this year.

11           When we do an analysis of a building and  
12 do a seismic analysis, you're assessing what  
13 additional measures would need to be taken to  
14 allow it to withstand an earthquake of a  
15 certain measure, depending on what that measure  
16 is, and I think it was a 6.5 or a 7 on the  
17 Richter scale. I don't know what it was.

18           The FEMA sets the standard, okay, for the  
19 U.S. When you set that standard, then there  
20 are certain physical features that would need  
21 to be added to each of the structures to make  
22 it withstand that level or magnitude of an  
23 event. That becomes a cost factor, okay?

24           So as we get those numbers in to analyze

1           what the costs are for renovation of a  
2           building, given that it's in a seismic zone,  
3           then we'll have an ability to make a  
4           determination of is it cost effective for us to  
5           operate that building, or do we need to look  
6           for another approach? That's where we're at in  
7           the process.

8                     MR. SANDERS: Well, even with that,  
9           another analysis need to be done on the  
10          population of residents in each building  
11          according to who they are and their medical  
12          standards.

13                    MR. KURTZ: Uh-huh.

14                    MR. SANDERS: We've got a lot of handicap  
15          people who are on higher floors.

16                    MR. KURTZ: Uh-huh.

17                    MR. SANDERS: We got a lot of people who  
18          are not handicap, but there's disabled on  
19          higher floor who cannot come down.

20                    MR. KURTZ: Uh-huh.

21                    MR. SANDERS: We've got a lot of elderly  
22          people who have arthritis --

23                    MR. KURTZ: Uh-huh.

24                    MR. SANDERS: -- who cannot come down

1           those steps. And we know in case of the type  
2           emergency you're talking about having, the  
3           first three days you going to have the fire  
4           department nor the police department nor an  
5           ambulance anywhere. They've got to get out and  
6           survey the city. So how do we contain these  
7           people in these towers? Do you know what I'm  
8           saying?

9           MR. KURTZ: I do.

10          MR. SANDERS: We've got people who are  
11          diabetic who on insulin. We've got to get  
12          them. We've got a lot of people with oxygen  
13          dispersed throughout these buildings. All them  
14          should have been put on one floor in the first  
15          place on lower floors so you could get the  
16          oxygen out of the building, because guess what?  
17          You're talking about a disaster with that  
18          explosion. I'm saying there's a possibility  
19          because nobody's looking at the safety of the  
20          people who live in the towers.

21          MR. KURTZ: Mr. Sanders, I appreciate that  
22          comment. I will -- I'll talk to Mr. Webb about  
23          how he's implementing the occupancy of the  
24          buildings given that.

1 MR. SANDERS: I'm saying --

2 MR. KURTZ: We've talked about that in the  
3 past with operations, and I believe that they  
4 have been looking at how to formulate a  
5 different approach.

6 MR. SANDERS: I appreciate what you're  
7 saying to address it. We talked about this  
8 three years ago when they were supposed to move  
9 these people around, and you can't let a  
10 resident tell you I don't want to move. You  
11 need to move. You need to move them down.

12 And before you let these people come in as  
13 new residents, you need to move your elderly to  
14 your lower floors. Those people who got those  
15 handicaps, can't walk, people are -- they need  
16 to be down.

17 So they say you can't just designate one  
18 of the towers just for seniors, so you got  
19 mixed population there. But you got the people  
20 who can walk and get around on the lower  
21 floors. Now -- and -- and, hey, this is not  
22 fair to the people who live there.

23 And just in case something happen -- I  
24 mean, like if the firemen have to come and

1 people going rescue, they're not going to know  
2 where anybody, where they live. Your managers  
3 are not going to be -- nobody's going to be  
4 there. And you think about self-containment.

5 MR. KURTZ: Uh-huh.

6 MR. SANDERS: You're talking about  
7 self-containment there where everybody try to  
8 help everybody else, and we don't have that.

9 MR. KURTZ: All right. Well, getting back  
10 to Oates Manor and New Chicago. First phase  
11 will be north of the current railroad  
12 right-of-way. We are discussing with various  
13 parties the means of acquiring the railroad  
14 right-of-way and also looking at a second phase  
15 of acquisition south of the railroad tracks to  
16 put another 150 or so units in that area.

17 The third phase would include us receiving  
18 the Manassas High School on the school board.  
19 We would demolish that and then support the  
20 construction of a new police precinct on that  
21 site.

22 We've talked about Cleaborn Homes. We're  
23 going to initiate repairs of approximately 55  
24 units that are vacant right now to help support

1 the relocation from Dixie. We've got some site  
2 improvement that we need to finish up. We put  
3 that on suspension based on the weather. We're  
4 going to demolish the fire damaged building in  
5 580 Ground Mall. And we may end up putting a  
6 new roof on this building here, which  
7 administratively is covered under Cleaborn  
8 Homes, 1-8.

9 As I mentioned, we're going to be looking  
10 at opportunities for revitalization in that  
11 Cleaborn Homes-Foote Homes area which would  
12 include senior -- a senior village concept.

13 Cleaborn, TN 111, we do plan to put 30  
14 single-family homes, home ownership at that  
15 site. That's part of the Dixie Homes  
16 application. There is an area on the west side  
17 of McKinley south of Georgia where all those  
18 homes would be built.

19 Small triangle of land on the east side of  
20 McKinley that fronts on Crump Boulevard we'll  
21 probably apply to HUD to sell that at fair  
22 market value to highest bidder.

23 Yes, sir.

24 MR. SANDERS: Excuse me, Albert Sanders.

1 Now, that's the one I don't understand about,  
2 the Dixie Home application --

3 MR. KURTZ: Uh-huh.

4 MR. SANDERS: -- and it's going over  
5 toward Cleaborn. I don't understand that, and  
6 I need -- just need clarification on that.

7 MR. KURTZ: Okay. When the Dixie Homes  
8 application was submitted, you get higher  
9 points in the application process when you have  
10 a home ownership phase, okay? Given the  
11 -- given Dixie Homes' current configuration,  
12 and there's a major bayou that runs right  
13 through here and out over this way, it  
14 restricts how much you can use of that -- of  
15 that Dixie Homes, and it's a -- I'm going to  
16 say about 36 acres of land. We didn't --

17 MS. HALL: Dixie is not but 42 acres.

18 MR. KURTZ: 42 acres. We didn't think  
19 we'd be able to carve out the home ownership  
20 phase out of this and get enough units back in  
21 to the Dixie Homes itself. So then we said,  
22 Well, now we've got to find a place to put home  
23 ownership, and in the grant application  
24 process, you have to show that you own the

1 land.

2 Well, the criteria that says owning the  
3 land allows you to do an off-site home  
4 ownership phase, as long as it's within three  
5 miles of the site that you're applying. Well,  
6 it turns out that Cleaborn Homes, TN 111, is  
7 within three miles of Dixie Homes. So we said,  
8 look, we already own that land so that  
9 qualifies it. Let's use that as the vehicle to  
10 build those homes at Cleaborn. So that's how  
11 that came about.

12 MR. SANDERS: Will those homes, the  
13 ownership, will that be for the people at Dixie  
14 Homes or just for anybody in the city.

15 MR. KURTZ: Those will be for the low  
16 income affordable housing market. And what we  
17 will -- what we are conceptually doing is  
18 taking a step further from where we are at  
19 Askew Place.

20 As you recall, we built 25 single-family  
21 rental houses at Cleaborn on the southeast part  
22 of Cleaborn 1A. Those residents have expressed  
23 desire to move towards home ownership. Some of  
24 them are working through some credit issues,



1           employment issues. As they get stabilized and  
2           working through the RISE Foundation, they will  
3           accumulate some funding, they will have  
4           accumulated some work experience, and they  
5           would have had opportunity for education so  
6           that they can move the next step to home  
7           ownership.

8                     Well, we see the building across the  
9           street of that 30 as the next natural  
10          progression for people who want to stay in that  
11          neighborhood who have worked on the  
12          self-sufficiency side to be able to have the  
13          education and the employment and some of the  
14          capital that would be necessary to start in  
15          home ownership.

16                    We're looking at a variety of things in  
17          that to include a lease-to-purchase, along with  
18          outright purchasing of the houses, so that we  
19          can support that progression that we would like  
20          to become a natural progression for residents  
21          living in public housing, moving through  
22          self-sufficiency training and enhancement into  
23          home ownership opportunities. So that's how  
24          that came about, and we think it's going to be

1 a real good program.

2 Okay. Fowler, Latham, we've talked about  
3 that briefly. We've got an 80-unit senior  
4 building being built right at the corner there  
5 of 4th and Crump. They've broken ground on  
6 that. That will be elderly-only, as I  
7 discussed. Lease-up will begin late this fall.  
8 Wesley Housing Corporation will be managing  
9 that for us. All 80 are public housing units.

10 MS. HALL: Now, in Dixie Homes, and  
11 anybody -- every name of each development has  
12 been changed. Has anybody decided a name for  
13 Dixie Homes yet?

14 MR. KURTZ: I'm not aware of the name, no.

15 MS. HALL: Just name it Denise Hall and be  
16 through with it.

17 MR. KURTZ: Okay.

18 MS. HALL: Be good as anything else.

19 MR. KURTZ: On the former Fowler Homes  
20 site, on the remaining third that we own, in  
21 addition to the Latham Terrace project, we have  
22 started putting in the infrastructure for what  
23 we're calling Fowler multifamily right now.  
24 There'll be 40 public housing units there, 4 in

1 quadruplex buildings for a total of 16, and 24  
2 single-family rental homes, along with the  
3 administrative office to support that. So that  
4 will be there between 4th and Latham just south  
5 of Crump.

6 MS. HALL: Now, in the Fowler Homes, whose  
7 partnership with Memphis Housing Authority is  
8 that land?

9 MR. KURTZ: The Memphis Land Bank --

10 MS. HALL: Partnership with housing  
11 authority in that Fowler Homes land.

12 MR. KURTZ: Oh, Wesley Housing Corporation  
13 has partnered with us for the construction and  
14 management of the senior center.

15 MS. HALL: Now, who would manage those  
16 units?

17 MR. KURTZ: The housing authority, and I'm  
18 not sure it's finalized on the single-family  
19 management, whether it's the housing authority  
20 or privately-managed company will do that. I  
21 know that Wesley Housing will manage the senior  
22 center for us. They currently manage a variety  
23 of senior properties around the state of  
24 Tennessee. To include Highland Towers out on

1 South Highland and another senior facility on  
2 Covington Pike.

3 MS. HALL: Okay.

4 MR. KURTZ: That's where we're at on  
5 Fowler. Let me talk about Barry Homes briefly.  
6 We've got to look at some repairs on the  
7 condensate drain system. We're working through  
8 that issue. We've got plans for ornamental  
9 fencing along the property line to match what's  
10 surrounding in the Uptown Village. And we're  
11 looking at some security lighting in the  
12 backside, and we're going to do some light  
13 testing to make sure that there's enough  
14 lighting on the back side on that building.

15 And given the configuration of the  
16 building, it doesn't seem to support having any  
17 kind of gating like the other high-rises but  
18 just having the ornamental fence around will  
19 make it match the rest of the other site.

20 Venson Center, we've talked about putting  
21 ornamental awning on the front. We did  
22 complete the seismic analysis on that building  
23 already, and we're looking at how we would  
24 finance -- whether we can afford to finance all

1           that would require for that particular site to  
2           replace it or renovate it. 16, \$17 million, I  
3           think, is the total, so it's a fairly expensive  
4           process for that site. I don't know whether  
5           the other sites are going to be familiar. I  
6           suspect they will. We're going to find out as  
7           we get the seismic analysis done.

8           MR. TATE: Wasn't all those towers  
9           basically done, except for Jefferson, basically  
10          the same year?

11          MR. KURTZ: Right. They're all in the  
12          same era, yes.

13          MR. TATE: So they basically all was done  
14          from approximately the same plan almost because  
15          they almost made alike.

16          MR. SANDERS: No.

17          MR. KURTZ: They're -- some of them --  
18          there's some similarities in --

19          MR. SANDERS: No, they're not.

20          MR. KURTZ: There are some, but there are  
21          differences, too. Jefferson is quite a bit  
22          different than --

23          MR. TATE: Yes, Jefferson is.

24          MR. SANDERS: They're all different

1 layouts.

2 MR. KURTZ: Graves Manor. We --

3 MS. HENDERSON: I have a question.

4 MS. HALL: State your name.

5 MS. HENDERSON: Sorry, Excuse me. Marie  
6 Henderson, Venson Center.

7 MR. KURTZ: Yes.

8 MS. HENDERSON: Okay. If you're going to  
9 renovate, where all those -- where are the  
10 residents going to be living, or are you going  
11 to give them vouchers, or where are they  
12 going -- are you going to tear down one, are  
13 you going floor by floor, or how is this going  
14 to be done?

15 MR. KURTZ: When we looked at that issue,  
16 we determined that it looks like there'll be a  
17 lot of hazardous material abatement that would  
18 have to be done. One of the issues in Venson,  
19 and I presume it's going to be the same at the  
20 other sites, is making every unit visitable is  
21 going to require us to put a lot of different  
22 door frames in and change the general layout of  
23 the apartments to be able to accommodate  
24 visitability requirements from HUD.

1           To do that, it -- well, I'm not  
2           comfortable with having the building occupied.  
3           So if we go on that path of renovating the  
4           existing structure, I think we would relocate  
5           residents somewhere while we did that  
6           renovation process.

7           MS. HENDERSON: Thank you.

8           MR. TATE: He said, where you going --

9           MR. SANDERS: They've gone over this  
10          before, but where are we going to move the  
11          seniors? Not only am I concerned about the  
12          seniors who are in the building. I mean, when  
13          you get a certain age, once you pack all the  
14          stuff up you got, and you move somewhere, I  
15          don't want to come back. I can't go through  
16          all this moving back and forth.

17          MR. KURTZ: Right.

18          MS. HALL: And I feel like what has  
19          happened before with the other developments,  
20          once they move people out, not even a third of  
21          them going to come back anyway. So I mean,  
22          where -- it's a problem now with the agency for  
23          the people in Dixie Homes. Where are we going  
24          to move and relocate all their people? So if

1           you're talking about in the high-rise or if you  
2           work on one, you've got like 204 --

3           MR. KURTZ: Uh-huh.

4           MR. SANDERS: -- or 206 persons in one of  
5           them. So where do you relocate all these  
6           people?

7           MR. KURTZ: That's a very good question.  
8           Very good question. Once we determine the  
9           strategy, whether it's going to be a total  
10          renovation of the existing structure or a  
11          replacement of it through possible demolition  
12          and reconstruction on site, we don't know that  
13          yet. We haven't been through that process.

14          MS. HALL: Well, it was a couple of years  
15          ago they had a problem, you was talking about  
16          moving us to a hotel. And we flat told them,  
17          we're not going to move to a hotel. Because if  
18          you go to a hotel, you can't take any of the  
19          stuff that you own. You can't take your  
20          clothes. I'm not going to go through that.

21          MR. KURTZ: Uh-huh.

22          MR. SANDERS: I mean, they need to be  
23          precise about what they going to do.

24          MR. KURTZ: Right. And that's --



1           MR. SANDERS: And if I had any rather,  
2 I'd rather that they didn't come back with no  
3 14 and 13 story. That's totally too tall in  
4 that city. I don't care if you way out east in  
5 Bartlett, it's too tall.

6           MR. KURTZ: Yeah.

7           MR. SANDERS: It's hazardous on eld- -- if  
8 you're going to put elderly people. I  
9 understand you need a Hope VI grant to just say  
10 nothing but elderly people. But a tall story  
11 building downtown it is too hazardous --

12          MR. KURTZ: Well, I agree with you. And  
13 that's why every one of our seniors --

14          MR. SANDERS: -- even if there's just a  
15 fire.

16          MR. KURTZ: -- our senior buildings are  
17 all three-story, and that's one of the reasons  
18 why we've done that is because of the height  
19 concern. Of course, when you only do three  
20 stories, then you're not going to have 200  
21 units --

22          MR. SANDERS: Well, we --

23          MR. KURTZ: -- you're going to have least  
24 half of that.

1           MR. SANDERS: But we've been all over  
2 America. It so happen I'm director of  
3 (inaudible). We don't see senior buildings  
4 like they have in this city. We don't see  
5 them.

6           MR. KURTZ: Uh-huh.

7           MR. SANDERS: And I think we went to  
8 Pittsburg. We saw like three of them put  
9 together. But in one of them you -- you had  
10 only 60 people, and you had three stories --

11          MR. KURTZ: Uh-huh.

12          MR. SANDERS: -- was all, so I mean -- but  
13 they were right there together. And I mean --  
14 but -- and as we traveling -- we're going to  
15 Kansas City this year. You're not going to see  
16 this anywhere in America, but it's here, and we  
17 don't understand why -- well, I do know.

18           I know why it hasn't been done in the  
19 city. I know that, but I'm saying, somebody  
20 needs to look at the towers and look at them  
21 real tough.

22          MR. KURTZ: Well, we are, and that's why  
23 we're doing the seismic analysis and the  
24 physical needs assessment. We're looking at

1 the cost and what it would take to renovate as  
2 is, and whether that's a prudent thing for all  
3 of us to do.

4 Let me move on to Graves Manor. We're  
5 going to -- we've initiated the design for  
6 Graves Manor demolition.

7 MS. HALL: You did Graves.

8 MS. MEREDITH: I thought they sold it.

9 MS. HALL: I thought they sold Graves.

10 MR. KURTZ: No. Graves has not been sold.  
11 Graves is vacant but has not been sold.

12 MS. HALL: I know.

13 MR. KURTZ: We did have approval to sell  
14 it --

15 MS. HALL: Those units being so young, why  
16 did they -- why did y'all take them off-line?

17 MR. KURTZ: The conditions there were --

18 MR. SANDERS: They told us they were going  
19 to sell it.

20 MR. KURTZ: -- they were in bad state of  
21 repair, and their design is not conducive to  
22 what people want. And so the decision was made  
23 that we were going to sell it. Now, in  
24 considering the need for maintaining a certain

1           number of public housing units, we said, We  
2           think it would be better to demolish and  
3           rebuild on-site with a variety of different  
4           approaches.

5                     What we're talking about is doing there  
6           building a senior center, putting multifamily  
7           on -- and conceptually this would be on the  
8           north side of the street. On the south side of  
9           the street we'll be building home ownership  
10          opportunities and single-family rental. And we  
11          would develop commercial application on South  
12          3rd Street.

13                    Yes, Ms. Henderson?

14                    MR. SANDERS: I'm Albert Sanders with  
15           Jefferson Square. My thing is, I'm not opposed  
16           to building senior centers, but I think the  
17           agency needs to look at geographically where  
18           you're going to build a building for seniors.

19                    MR. KURTZ: Uh-huh.

20                    MR. SANDERS: Most of them who get older  
21           don't drive, don't have no way of getting  
22           around, and if you call your children, they got  
23           their own lifestyle. If you tell them you need  
24           to be picked upstairs at 12 o'clock, take --

1 before they come, before we even -- because  
2 they don't tell time with seniors. And I think  
3 we need to look at geographically to put them  
4 somewhere where they is near a shopping center  
5 or a little small mall where you can go pick up  
6 little things.

7 MR. KURTZ: Uh-huh.

8 MR. SANDERS: But you put people way down  
9 there in the south part of the city where there  
10 is no major stores, there is no dollar -- I'm  
11 just saying. And some things that you could  
12 really give to us. It's fine what you want to  
13 do, but look at geographically where you want  
14 to put a building for seniors.

15 MR. KURTZ: I appreciate that comment.

16 MR. SANDERS: It's like, excuse me. It's  
17 like you doing something at University Place,  
18 and it's fine what you're doing in there, but  
19 when you get right in there by that interstate,  
20 there is no major grocery store. There is no  
21 little -- you've got the little -- these little  
22 two-lane-holly shops, I call them. Where they  
23 don't have anything. And you go into one, you  
24 might pay \$1.40 for a loaf of bread. They

1           can't afford that kind of stuff, I'm just  
2           saying, you know.

3           MR. KURTZ: Well, those are good comments,  
4           and those are real challenges for us. As you  
5           know the City of Memphis, and particularly  
6           downtown area, is one of the fastest growing  
7           residential areas, and the pressure is building  
8           for identification of a location to put a major  
9           food store.

10          MR. SANDERS: I mean, I'm saying --

11          MR. KURTZ: I agree that's --

12          MR. SANDERS: It don't have to be in the  
13          downtown area because the old Memphis had  
14          everything downtown, but our fathers, who  
15          didn't have any vision, they took us way out to  
16          go near the malls and shopping centers. Now  
17          they're outdated. Everybody who's out east  
18          want to come downtown and live, and you have  
19          nothing, because they want to take the land  
20          from us, and we already know that.

21          MS. HALL: Mr. Sanders, you know Memphis  
22          has a saying: They break it so they can fix  
23          it.

24          MR. SANDERS: But they don't know how to

1 fix it.

2 MS. HALL: They break it and they -- it  
3 don't need fixing, but they'll break it for  
4 you.

5 MR. KURTZ: And I might add that --

6 MR. SANDERS: And then we need to think  
7 about the hospital area. You have an  
8 emergency, you way down there on Weaver Road  
9 somewhere, you know, you get an ambulance to  
10 look where you going to have to go. And -- and  
11 our people -- really with the -- the type of  
12 money we get, we really rely on The MED.

13 MR. KURTZ: Uh-huh.

14 MR. SANDERS: And you're going to pass  
15 these hospitals, and if you have the right kind  
16 of insurance -- now, I think that they  
17 should -- if you don't have the right kind of  
18 insurance --

19 MS. HALL: Right.

20 MR. SANDERS: -- they're not going to take  
21 you at Methodist or Baptist. And especially  
22 these people who got that QNB (phonetically),  
23 and you got just a red, white, and blue card A  
24 and B, you going to have to try to get up here

1 to The MED.

2 MR. KURTZ: Uh-huh.

3 MR. SANDERS: And there's a lot of  
4 components that this agency needs to look at.  
5 They have these ideas of what to do, but they  
6 don't get together, and they don't together,  
7 and everybody -- especially they don't listen  
8 to the residents.

9 MS. HALL: Thank you.

10 MR. SANDERS: They don't listen to us.  
11 And we need a voice in these components before  
12 there's a finalization of what they're going to  
13 do.

14 MR. KURTZ: We appreciate your comments.  
15 That's why we do this every year, so that we  
16 can provide that feedback and input into the  
17 process that we're embarking upon here.

18 Okay. We do have the market study  
19 underway for Graves Manor, and that market  
20 study is and does address these very issues  
21 that Mr. Sanders eloquently discussed about  
22 distances to hospitals, distances to schools,  
23 distances to retail. So we do take into  
24 account these factors in a market study to



1 determine what is an appropriate type of  
2 facility or development that can be done on the  
3 land that you have where it's located.

4 Walter Simmons is the next site. We had  
5 approval to sell this property. We've had that  
6 for some time. We thought we had a viable  
7 offer from the City of Memphis for them to  
8 purchase it. They have declined the  
9 opportunity to move forward in purchasing that  
10 based on a variety of factors. I think that we  
11 are going to put that back out for public bid  
12 again.

13 Jefferson Square, as with the other  
14 high-rises, we're going to be looking at the  
15 seismic conditions and the renovation.

16 Okay. Horn Lake Heights, we're looking at  
17 alternatives for construction on that site. We  
18 may build up to a 98-unit senior center or a  
19 98-unit development on Horn Lake Road.

20 Montgomery Plaza, we intend to do some  
21 site improvements there for drainage. I know  
22 we've had -- the most recent rains have shown  
23 that the drainage on the site is very poor  
24 and --

1           MS. BAKER: We've got some at Montgomery  
2 Plaza --

3           MR. KURTZ: Uh-huh.

4           MS. BAKER: -- that handicap peoples --

5           MR. KURTZ: Uh-huh.

6           MS. BAKER: -- and some that on  
7 wheelchairs that they don't have the right way  
8 of getting around.

9           MR. KURTZ: Uh-huh.

10          MS. BAKER: They're on the floor with the  
11 upstairs because one resident was paralyzed  
12 that's 40-something years old, had a major  
13 stroke. And the type of surgery that she --  
14 she cannot go upstairs --

15          MR. KURTZ: Uh-huh.

16          MS. BAKER: -- to the bathroom, so the  
17 health facility, the health department and the  
18 human service supplied her with a commode stool  
19 there, but I asked them why couldn't she be  
20 placed in an apartment where she would have the  
21 bathroom on one floor --

22          MR. KURTZ: Right.

23          MS. BAKER: -- where she'd be able to be  
24 helped.

1 MR. KURTZ: Uh-huh.

2 MS. BAKER: And we've got one resident,  
3 80-something years old, that -- things that she  
4 cannot get around and be helped on, same thing.

5 MR. KURTZ: Uh-huh.

6 MS. BAKER: I would like to see at  
7 Montgomery Plaza that some things being --  
8 reach out --

9 MR. KURTZ: Uh-huh.

10 MS. BAKER: -- to help the handicap and  
11 less fortunate people.

12 MR. KURTZ: Well, I appreciate that  
13 comment because --

14 MS. BAKER: That is --

15 MR. KURTZ: -- that's exactly the kind of  
16 issue that we were talking about with Denise  
17 Hall about a reasonable accommodation, and it's  
18 incumbent -- but the housing authority can't  
19 put themselves in the position legally of  
20 coming in and say, You're handicapped or  
21 disabled, so you need to do this or this or  
22 this.

23 We have to wait until the individual  
24 involved comes forward and says, I need a

1 reasonable accommodation for this. It's  
2 incumbent upon the resident to bring that  
3 forward.

4 Yes.

5 MS. HARAHAAN: Mr. Kurtz, the one thing,  
6 it's not just the actual resident referral, but  
7 it's also sometimes is the physician  
8 referral --

9 MR. KURTZ: Right.

10 MS. HARAHAAN: -- that needs to come to the  
11 agency.

12 MR. KURTZ: Thank you for that addition.

13 Yes.

14 MR. SANDERS: Albert Sanders, Jefferson  
15 Square. Again, you address the situation to  
16 the property manager about a person that's been  
17 living there, you need -- they're like the  
18 commode you need is a handicap commode  
19 because -- and what they need, the feedback  
20 they give you, unless it's designated as a  
21 handicapped apartment, they don't do anything  
22 to make any changes.

23 Some people have lived over here where I  
24 live 20 something years. And, yes, they done

1 got older --

2 MS. HALL: Right. Right.

3 MR. SANDERS: -- and they have a little  
4 arthritis. The type of commodes we got are too  
5 low for a normal adult, so you're sitting  
6 lower, so you get to a place that you need to  
7 rock to get yourself up. You could fall and  
8 have an accident.

9 And all I'm saying is that this need to go  
10 to operation. If you get older, you need to be  
11 moved out and downsized to something. What we  
12 need in the new structures, we need more  
13 handicapped apartments.

14 MR. KURTZ: Uh-huh.

15 MR. SANDERS: You got -- people are living  
16 longer, so you're going to have older people,  
17 older people, and we're not looking at that.  
18 It don't necessarily have to be handicapped  
19 apartments --

20 MR. KURTZ: Right.

21 MR. SANDERS: -- but it need to be some  
22 stuff in there. More bars in the bathroom.

23 MR. KURTZ: Right. And what we do in the  
24 new design is we typically --

1           MR. SANDERS:  When you-all do a design,  
2           please look at the type of commodes that you  
3           buy --

4           MR. KURTZ:  Uh-huh.

5           MR. SANDERS:  -- to put in.

6           MR. KURTZ:  Okay.

7           MR. SANDERS:  The commodes in the  
8           high-rises are -- are really too low.

9           MR. KURTZ:  Uh-huh.

10          MR. SANDERS:  But any other -- and as you  
11          get old, you have a lot of arthritis in your  
12          back or your knees and your hip.  And, hey, at  
13          my age, I've even got a couch in my living room  
14          I can't sit on because I can't get out of it,  
15          and I'm just saying.  And over time you get a  
16          little slower with life, you know --

17          MR. KURTZ:  Sure.

18          MR. SANDERS:  -- you know what I'm saying.

19          MR. KURTZ:  Uh-huh.

20          MR. SANDERS:  So we need to take this into  
21          consideration.

22          MR. KURTZ:  Okay.

23          MR. SANDERS:  You need some -- we need  
24          some more things.

1 MR. KURTZ: I appreciate those comments.

2 The other thing we're going to do at  
3 Montgomery Plaza is we're going to repair the  
4 roof at the administrative building.

5 Borda Towers, we've got some asbestos  
6 abatement that we need to do in the mechanical  
7 room.

8 Mr. Tate's not here.

9 MS. HALL: Yeah. He just stepped out for  
10 a minute.

11 MR. KURTZ: Tell you what, let me -- I'll  
12 come back to Borda Towers when he's in the  
13 room.

14 Let me address Ford Road. In conjunction  
15 with the Memphis Land Bank, we will be starting  
16 construction in the fall of 72 units in 36  
17 duplex buildings at Ford Road. It's called the  
18 Harold D. Ford, Sr., Villas. 36 of those units  
19 will be public housing. We have tax credits  
20 awarded from the State of Tennessee Housing  
21 Development Agency. We used that in  
22 conjunction with private debt and HUD funds to  
23 be able to fund those 72 units.

24 MS. HALL: Now, what did they change

1           Hawkin Mills to? What is --

2           MR. KURTZ: Hawkins Mill -- I'm so glad  
3           you asked that. That's on the list here to  
4           talk about. Hawkins Mill has recently been  
5           constructed up there, the Crockett Place  
6           apartments. There are 84 units there  
7           affordable housing. Of those, 26 are public  
8           housing units.

9           MS. HALL: Okay.

10          MR. KURTZ: Lease-up is starting -- it  
11          should be -- if it's not underway, it will be  
12          within the next 30 days of there. The housing  
13          authority disposed of that land in the land  
14          bank. Memphis Land Bank in turn granted a  
15          lease to a developer who had tax credits, and  
16          they were able to use those tax credits to help  
17          finance that particular construction.

18          The land bank also recently donated some  
19          of the remaining property that was on Hawkins  
20          Mill Road to the Habitat for Humanity where  
21          they're going to build single-family homes  
22          along Hawkins Mill Road.

23          Mr. Tate, now that you're back --

24          Yes, Rosie.



1 MS. MEREDITH: I have a question. My name  
2 is Rosie Meredith, Barry Towers. I have a  
3 question. It's probably Part A and B.

4 MR. KURTZ: Uh-huh.

5 MS. MEREDITH: I'd like to know who is on  
6 the board of the Memphis Land Bank? And the  
7 reason why I'm asking this, Mr. Kurtz, is  
8 because I'm hearing the Memphis Land Bank a lot  
9 of times when you're saying that.

10 MR. KURTZ: Uh-huh.

11 MS. MEREDITH: And I'd like to know is  
12 this a private organization?

13 MR. KURTZ: It's a --

14 MS. MEREDITH: And who is on the board of  
15 that?

16 MR. KURTZ: -- nonprofit. We can get that  
17 information.

18 MS. MEREDITH: Is that -- is that Mr.  
19 Morton and them other people with the Memphis  
20 Land Bank?

21 MR. KURTZ: Who?

22 MS. MEREDITH: Mr. Morton -- and Morton.  
23 You know Charlie. Him and --

24 MR. KURTZ: Oh, no, no. They're not --

1 MS. MEREDITH: That's not them?

2 MR. KURTZ: -- associated with that.

3 MS. MEREDITH: Okay.

4 MR. KURTZ: Mr. Lipscomb is the chairman  
5 of the --

6 MS. MEREDITH: Memphis Land Bank?

7 MR. KURTZ: -- land bank and --

8 MS. MEREDITH: Okay. Thank you.

9 MR. KURTZ: And Mr. Bosasi (phonetically)  
10 and Mr. McElrath (phonetically) are on the  
11 board. I believe --

12 MS. MEREDITH: Who are the investors?

13 MR. KURTZ: Who are the investors? The  
14 land bank receives proceeds from some apartment  
15 complexes that they own, and they use that and  
16 they apply for --

17 MS. MEREDITH: As the collateral?

18 MR. KURTZ: Yeah.

19 MS. MEREDITH: These -- these guys right  
20 here, the ones you just named --

21 MR. KURTZ: The Memphis Land Bank owns it,  
22 yeah.

23 MS. MEREDITH: No. I'm asking you a  
24 specific question. Who is on the Memphis Land

1 Bank, and who is -- whose money is -- are we  
2 using? Because they're in a partnership with  
3 the Memphis Housing Authority, I'd like to know  
4 who is the owner? Who's putting their money  
5 out there?

6 MR. KURTZ: As I mentioned, the Memphis  
7 Land Bank had several apartment complexes  
8 that --

9 MS. MEREDITH: So you're saying that  
10 Mr. Lipscomb, Mr. Bosasi, and some other people  
11 have invested their money into the Memphis Land  
12 Bank --

13 MR. KURTZ: No, I didn't say that.

14 MR. SANDERS: He's not saying that.

15 MS. MEREDITH: What are you, then?

16 MR. KURTZ: I'm saying that the land bank  
17 owns --

18 MR. SANDERS: You're wrong.

19 MR. KURTZ: The City of Memphis has --

20 MS. MEREDITH: No, I'm not wrong. I'm  
21 asking a question.

22 MR. KURTZ: The City of Memphis has  
23 granted moneys for the land bank and certain  
24 operations. The land bank also as a nonprofit

1 can and does apply for tax credits, loan from  
2 housing tax credits as a nonprofit from the  
3 State of Tennessee Housing Development Agency.

4 When they get those tax credits, they then  
5 sell them on the open market to receive the tax  
6 credit equities, and that's where they bring  
7 the money in to specific development processes  
8 like the Fowler Homes deal.

9 MS. HALL: So what you're saying, Memphis  
10 Land Bank is like stockholders.

11 MR. KURTZ: No. I'm saying it's a private  
12 nonprofit. I don't know.

13 Mr. Perry, if you want to add anything  
14 else.

15 MR. PERRY: It's a nonprofit, so the  
16 people who are on the board, they can't get  
17 anything from it because it's a nonprofit of --  
18 Memphis Housing Authority nonprofit  
19 organization.

20 MS. HALL: Okay.

21 MR. PERRY: Nonprofit organization.

22 MR. KURTZ: He just told you, Robert  
23 Lipscomb.

24 MR. PERRY: They don't get out --

1 MR. KURTZ: They don't invest anything.

2 MR. PERRY: They don't get anything.

3 MR. KURTZ: They don't get anything out of  
4 it.

5 MR. PERRY: It's a nonprofit organization.

6 MS. MEREDITH: Nonprofit organization.

7 MR. KURTZ: It's a nonprofit.

8 MS. MEREDITH: But he's saying they're --  
9 they're using that as -- how you say it? They  
10 using the collateral as building.

11 MR. PERRY: Right. Well, they can't use  
12 it themselves --

13 MR. KURTZ: Can't use it --

14 MR. PERRY: -- because it's an  
15 organization which it's a nonprofit  
16 organization. Same as the housing authority.  
17 We could have -- none of our board members can  
18 get anything from the housing authority --

19 MS. MEREDITH: Right.

20 MR. PERRY: -- because they represent the  
21 corporation --

22 MS. MEREDITH: Right.

23 MR. PERRY: -- which is a nonprofit.

24 MS. MEREDITH: Right.

1           MR. PERRY: Okay. Now, if it was a  
2 private corporation --

3           MS. MEREDITH: Uh-huh.

4           MR. PERRY: -- okay, then it'd be  
5 different because you'd have stockholders --  
6 because those stockholders --

7           MS. MEREDITH: That's all I'm trying to  
8 find out.

9           MR. PERRY: Right.

10          MR. KURTZ: And here there aren't any.

11          MS. MEREDITH: There are no stockholders  
12 there.

13          MR. PERRY: No. There are no  
14 stockholders.

15          MS. MEREDITH: All right. Thank you.  
16 That's all I'm trying to --

17          MR. PERRY: There are no stockholders.

18          MR. KURTZ: No stockholders.

19          MS. MEREDITH: No stockholders, then.

20          MR. KURTZ: Right.

21          MS. MEREDITH: Thank you. That's all I'm  
22 trying to --

23          MR. KURTZ: Okay.

24          MR. PERRY: No stockholders.

1 MS. MEREDITH: Okay. Thank you.

2 MR. KURTZ: Okay. So we'll be starting  
3 that in the fall, though, the construction of  
4 those 72 units at Ford Road.

5 Mr. Tate, we'll go back and pick up Borda  
6 Towers now that you're back. We're going to do  
7 some asbestos removal on the first floor and  
8 look at some of the issues along that first  
9 floor. Piping, water. I understand they've  
10 got some water leaks in there.

11 MR. TATE: You've got a bad problem with  
12 water leaks there.

13 MR. KURTZ: So I've got a design firm  
14 that's already been out looking at the extent  
15 of the asbestos removal that we need to do to  
16 support that. And we're going to look at some  
17 minor work on the first floor, the ventilation  
18 system for those bathrooms -- common bathrooms  
19 on the first floor, and looking at the  
20 fireproofing along the first floor as we did  
21 with some of the other buildings in years past  
22 to make sure that they're -- improve the fire  
23 safety standards on that first floor.

24 The other thing, like the others, we'll go

1 through the seismic analysis and a physical  
2 needs assessment for Borda Towers.

3 MR. TATE: Okay. When would this start?  
4 I've seen them over there in the last couple --  
5 last month or so checking the -- the asbestos,  
6 out taking pictures and things.

7 MR. KURTZ: Uh-huh.

8 MR. TATE: But these leaks done got so  
9 critical till we -- we just got buckets sitting  
10 down there in the floor --

11 MR. KURTZ: Uh-huh.

12 MR. TATE: -- catching water.

13 MR. KURTZ: Right. The thing is we have  
14 to get the asbestos taken care of first because  
15 the people that do the piping aren't capable of  
16 handling the hazardous material. It has to be  
17 handled specifically with a consultant, so....

18 MR. TATE: So that means we going to have  
19 leaks and people taking a chance on falling?

20 MR. KURTZ: No. The consultant was  
21 supposed to be out this week. As soon as we  
22 get the specifications done, we will proceed  
23 with doing that, and shortly after, the pipes  
24 will be replaced, and that should solve --



1 MR. TATE: I was just saying --

2 MR. KURTZ: -- the problem.

3 MR. TATE: -- because -- I mean, we  
4 literally got buckets just sitting down there  
5 catching water --

6 MR. KURTZ: Uh-huh.

7 MR. TATE: -- you know, and that's a bad  
8 thing for --

9 MR. KURTZ: That is.

10 MR. TATE: I mean, you know, people  
11 constant coming, people walking right in and  
12 out of the community room, and you've got a  
13 bucket sitting here and you got to walk around  
14 a bucket.

15 MR. KURTZ: Right. And let me talk  
16 briefly about Cypress Woods.

17 MS. MEREDITH: I'd like to ask one  
18 question. And I'm Ms. Rosie Meredith again.  
19 Mr. Kurtz, you're aware that asbestos a health  
20 issue, don't you?

21 MR. KURTZ: I'm sorry?

22 MS. MEREDITH: You-all are aware that  
23 asbestos is a health issue, right?

24 MR. KURTZ: Yes.

1 MS. MEREDITH: Okay.

2 MR. KURTZ: It can be, yes.

3 MS. MEREDITH: It can.

4 MR. KURTZ: It can be. It depends on what  
5 the state is.

6 MS. MEREDITH: What is the state in these  
7 buildings?

8 MR. KURTZ: Well, it depends on if it's  
9 friable, meaning that it's powdery. If it's  
10 not friable, then -- like if it's contained in  
11 tile, floor tile, or other areas. If it's not  
12 falling apart, there's not a significant  
13 danger.

14 MS. MEREDITH: But you already have water  
15 leaking through the asbestos, so the asbestos  
16 is coming into the environment, right?

17 MR. KURTZ: Depends on where it is.

18 MS. MEREDITH: Right. And I mean --

19 MR. KURTZ: If you're talking about Borda  
20 Towers, the leaks aren't necessarily where the  
21 asbestos is in.

22 MS. MEREDITH: Oh, they're not?

23 MR. KURTZ: No. The asbestos is in the  
24 joints.

1 MS. MEREDITH: Okay.

2 MR. KURTZ: Yes.

3 MR. SANDERS: Albert Sanders, Jefferson  
4 Square. You are aware that there -- there's  
5 some mold in the high-rises.

6 MR. KURTZ: Mold?

7 MR. SANDERS: Mold, yes.

8 MR. KURTZ: No. I'm not aware of that.

9 MR. SANDERS: Especially the older  
10 buildings like Jefferson Square. We -- they  
11 designed these kitchens in the one-bedroom  
12 apartment. Barry Towers is the only one that  
13 has all one-bedrooms. The other three towers  
14 have efficiencies and bedrooms.

15 MR. KURTZ: Uh-huh.

16 MR. SANDERS: In the kitchens that we  
17 have, the way they're situated, there is no air  
18 to get to them because there is no window's on  
19 the inside of a corridor by the hall. They  
20 only want to allow us to have a 60-watt bulb.  
21 They don't come out and do the repair on the  
22 garbage disposal, nor the water, in a proper  
23 time, but yet they say they do it within 24  
24 hours.

1           So you've got a leak up under these  
2           cabinets, mold, and they're rotten. We do have  
3           mold, and that is hazardous to anybody's  
4           health, and especially elderly people because  
5           we're like little bitty children, and it's  
6           there. But the problem is, we turn in the work  
7           orders, and I've asked my people to get a  
8           number.

9           These work orders is not generated. They  
10          come back over and tell the people there is no  
11          mold there. They come back and do their own  
12          inspection. It don't take a rocket scientist  
13          to look up under there and tell you what's up  
14          under there when it's right. And it takes you  
15          four months to get them to repair it.

16          And I'm bringing this up for a simple  
17          reason. Capital improvement does some of the  
18          repairs. And this is not -- it's not anything  
19          against you because they're not turning it into  
20          you. You don't have any knowledge of it, but  
21          there is mold in these towers. I imagine it's  
22          in all four of them.

23                 MS. HALL: Low-rises, too.

24                 MR. SANDERS: I imagine it's there.

1 MS. HALL: It's in the low-rises.

2 MR. SANDERS: I bet because it's an  
3 ongoing thing over here about something up  
4 under there. And anyway, whether it's mold or  
5 not, if your cabinet begin to rot and  
6 deteriorate, they needs to come out and it  
7 needs to be replaced.

8 MR. KURTZ: Right.

9 MR. SANDERS: You need to take your stuff  
10 out, and they need to take it out and make sure  
11 that surface is dry before you come in and  
12 stick a unit up on that back base, and it's  
13 wet -- it's already wet, and you put some  
14 plywood on something that's already wet.  
15 Because we've got leaks at Jefferson.

16 Just had one the other month. Flooded the  
17 whole floor, the lobby. Started on 11,  
18 zigzagged across that thing, came all the way  
19 down. And then what we had over there,  
20 nobody -- it was one of those days, I think,  
21 Martin Luther King's birthday, that Monday.  
22 And we had fecal matter in the lobby.

23 MR. KURTZ: Right.

24 MR. SANDERS: Well, I --

1           MR. KURTZ: I think we discussed this the  
2 other day, Mr. Sanders.

3           MR. SANDERS: I'm saying, but --

4           MR. KURTZ: Uh-huh.

5           MR. SANDERS: -- there are some things  
6 need to be looked at, and they're not looking  
7 at it, and we do have mold.

8           MR. KURTZ: All right. Well, let me  
9 finish up with the last two sites. Texas  
10 Courts has been closed. It was not cost  
11 effective to repair that small site.

12           We have applied for approval from HUD to  
13 sell that, and Alabama Plaza is also in the  
14 same category. We will be applying for  
15 approval from HUD to sell that.

16           I think that covers just about everything  
17 that I've got. We are looking -- continue to  
18 look at possible acquisitions of property  
19 throughout the city of Memphis, depending on  
20 size, condition, and financial availability so  
21 that we can put additional public housing units  
22 in those locations. Okay. Thank you.

23           MS. MEREDITH: Mr. Kurtz, we enjoyed your  
24 presentation, we really did, but still issues

1 are still out there --

2 MR. KURTZ: Uh-huh.

3 MS. MEREDITH: -- as far as that asbestos  
4 and that mold. Now, we would hate to call the  
5 health department in there because people  
6 already have health issues.

7 MR. KURTZ: Uh-huh.

8 MS. MEREDITH: You see what I'm saying?  
9 So if I have chronic bronchitis and there's  
10 asbestos and mold, is it good for my health?  
11 No, it's not.

12 MR. SANDERS: No, because I have it.

13 MS. MEREDITH: So I think that's the  
14 number one issue you-all need to deal with, and  
15 I'm serious, before you have a Class A lawsuit  
16 because it's bad, and it causes other health  
17 issues.

18 MR. KURTZ: I appreciate your comments.

19 MS. MEREDITH: And I'm serious on that.

20 MR. KURTZ: I know.

21 MS. MEREDITH: So put that in the minutes,  
22 too.

23 MR. TATE: Okay. Excuse me. Victor Tate  
24 at Paul Borda Towers. I have two on that first

1 floor where you were talking about. What are  
2 y'all going to do with -- y'all clearing out  
3 asbestos and stuff. That means these two  
4 elderly people that y'all got down there that  
5 are very sickly, and one of them is almost 80  
6 year old. I know ain't no way in the world  
7 y'all going to clear that out and fix that or  
8 whatever, and they going to still be sitting --  
9 staying down there.

10 MR. KURTZ: All right. And that's why  
11 we -- I've got the consultants coming in to  
12 examine it. There are certain types of  
13 asbestos, the way it's been used, and  
14 techniques to remove that asbestos that have no  
15 impact on surrounding population. It all gets  
16 encapsulated within plastic, and they take  
17 measures to insure that it doesn't escape.  
18 There are means and methods to be able to do  
19 that. That's why I get the consultants to come  
20 in and define those parameters for the  
21 contractor.

22 MR. TATE: Well, you know, I've worked  
23 with that infrastructure to asbestos --

24 MR. KURTZ: Uh-huh.



1           MR. TATE:  -- and for an elderly person  
2           that has diabetes and asthma and stuff like  
3           that, it don't take much, and you can't tell  
4           me -- I know because I've worked with it.  
5           There's no way possible you could tell me 100  
6           percent containment.  No.  That's -- that's not  
7           possible --

8           MR. KURTZ:  Uh-huh.

9           MR. HENDERSON:  -- you know, and it  
10          doesn't take but a little bit, just a little  
11          bit for that person to get sick.  They don't  
12          -- they don't even know, you know, and that's  
13          something that really needs to be considered,  
14          if possible, to the utmost.

15          MR. KURTZ:  I appreciate that.

16          MR. TATE:  Uh-huh.

17          MR. KURTZ:  Yes, sir -- yes, ma'am.

18          MONTGOMERY PLAZA REPRESENTATIVE:  I've  
19          just for one -- one word for Montgomery Plaza.  
20          Yesterday our light from the back into it, as  
21          y'all proposed to this young lady that is 40  
22          something years old that's paralyzed on one  
23          side in a wheelchair, but not only that, on  
24          yesterday morning at 9:45 that her apartment's

1 on fire -- I don't know where she was.

2 But I was out there with the manager, and  
3 when it burnt that away, that I don't know what  
4 become of her and where she going to be placed,  
5 but I am going to go by the office when I go by  
6 to take a place and find out what the procedure  
7 is going to take place with her because it's a  
8 whole lot of things that's going on with her  
9 health needs.

10 And I have some of the complaints to take  
11 to the manager. And has y'all planned and when  
12 we have people that paralyzed like that, the  
13 welfare that needs in a place where they'll be  
14 on one floor where they can operate they self  
15 in the bedrooms because I went to her  
16 apartment, her bedroom where she sleeps at.  
17 She had to get a hospital bed in her living  
18 room. I feel that something needs to be acted  
19 on. Thank you, Mr. Kurtz.

20 MR. KURTZ: Okay.

21 MS. HALL: Ms. Christine, you need to take  
22 that to Ms. Partee.

23 MS. BAKER: I think she knows it, too.

24 MS. HALL: Go back and remind her that

1           these are the things that -- she's the social  
2           service -- human service.  These are the things  
3           that she needs to get straight, Ms. Partee.

4                       (WHEREUPON, THE MEETING WAS CONCLUDED.)

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C E R T I F I C A T E

STATE OF TENNESSEE:  
COUNTY OF SHELBY:

I, L. Brittiny Mays, Court Reporter and  
Notary Public, Shelby County, Tennessee,  
CERTIFY:

The foregoing proceedings were taken before me at  
the time and place stated in the foregoing styled cause with  
the appearances as noted.

Being a Court Reporter, I then reported the  
proceedings in Stenotype, and the foregoing pages contain a  
true and correct transcript of my said Stenotype notes then  
and there taken.

I am not in the employ of and am not related to  
any of the parties or their counsel, and I have no interest  
in the matter involved.

I further certify that in order for this document  
to be considered a true and correct copy, it must bear my  
original signature and that any reproduction in whole or in  
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Witness my signature this the 14th  
day of March, 2006.

\_\_\_\_\_  
L. BRITTINY MAYS, Court Reporter

1 MEMPHIS HOUSING AUTHORITY ANNUAL FIVE YEAR PLAN

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SITE: VENSON CENTER

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February 06, 2006

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10:00 A.M.

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PRESENT FROM MEMPHIS HOUSING AUTHORITY:

15

ROBERT KURTZ

16

LURETHA PHILLIPS

17

JACKIE PARTEE

18

VERNUA HARAHAN

19

20

21

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L. BRITTINY MAYS, COURT REPORTER

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1

2           RESIDENT PRESIDENT, VENSON CENTER: Thank  
3 you all -- thank you all for coming out. As  
4 you know, we're going to the -- MHA is here to  
5 discuss the five-year plan. And, please,  
6 shortly behind that, there's going to be  
7 another meeting. Please stay. It's very  
8 important that you-all be here for this meeting  
9 behind this one.

10           Ms. Vincent.

11           MS. VINCENT: Good evening.

12           RESIDENT, VENSON CENTER: Good evening.

13           MS. VINCENT: I'm just glad to see all  
14 y'all coming out today, and I will enjoy the  
15 meeting, and we'll do good this year.

16           So I'm going to say, Our Father, which art  
17 in heaven, Hallowed be thy name. Thy kingdom  
18 come, let Thy will be done on earth, as it is  
19 in heaven. Give us this day our daily bread.  
20 Lead us not into temptation. Deliver us from  
21 all sin and evil: For thine is the kingdom,  
22 the power, and the glory, forever. Amen.

23           I'm going to read Psalms -- I'm going to  
24 read John 14 (as read):

1           "1Let not your heart be troubled: Ye  
2 believe in God, believe also in me.

3           "2In my Father's house was many mansions:  
4 If it was not so, I would have told you. I go  
5 to prepare a place for you.

6           "3And if I go and I prepare a place for  
7 you, I will come again, and receive you unto  
8 myself; there where I am, there ye may be also.

9           "4And whither I go ye know, and the way ye  
10 know -- and the way ye knows."

11           So I read from John 14 through the 4th  
12 verse, and may the Lord add a blessing to the  
13 reading.

14           RESIDENT PRESIDENT, VENSON CENTER: Thank  
15 you, Ms. Vincent.

16                                   (Off-the-record discussion.)

17           MR. PERRY: Good afternoon.

18           RESIDENT, VENSON CENTER: Good afternoon.

19           MR. PERRY: On behalf of our executive  
20 director, Mr. Robert Lipscomb, we welcome each  
21 of you to our more or less hearing for the  
22 residents of Venson Center, and we're delighted  
23 each of you came out to participate and be a  
24 part of the planning process for the future

1 Memphis Housing Authority.

2 As you know, each year someone from the  
3 housing authority comes out to talk to you  
4 about the annual plan and the five-year plan.  
5 I know some of you were here last year.  
6 Mr. Kurtz and I came out to talk to you about  
7 the plan. We have Ms. Luretha Phillips here  
8 from the staff this year and Ms. Jackie Partee.  
9 She's always here.

10 Ms. Partee didn't bring the intercom --  
11 the microphone system today -- PA system, so  
12 we're just going to talk loud.

13 MS. PARTEE: Can you-all hear him?

14 RESIDENT, VENSON CENTER: Yes, ma'am.

15 MS. PARTEE: Can everybody hear?

16 RESIDENT, VENSON CENTER: Yes.

17 MS. PARTEE: He just needs to talk  
18 clearly.

19 MR. PERRY: All right. Are we ready to  
20 go? Okay. If you can't hear me, raise your  
21 hand.

22 Vision statement. Memphis Housing  
23 Authority vision statement: To become a  
24 national model in community revitalization.



1           We're in the business of revitalizing  
2           housing, building new houses, as you can see.  
3           As you know, we had a number of developments 15  
4           years ago, and now it has dwindled down to  
5           approximately 8 or 9 developments, so we're  
6           doing a lot of revitalization, a lot of  
7           building.

8           Mission statement: To provide community  
9           revitalization through a seamless system of  
10          supportive services, affordable housing, and  
11          new business development.

12          Now, what that means, again, each year I  
13          tell you, is that we want to provide you with  
14          affordable housing, and in providing you with  
15          affordable housing, we'll also provide -- as  
16          Ms. Partee is a part of -- supportive services.  
17          And, also, when we're building houses, as I  
18          told you before, you have to have businesses  
19          where you can be employed and work at those  
20          types of businesses. So it's provide all of  
21          those things for you.

22          The goals of the housing authority are to  
23          increase the availability of decent, safe, and  
24          affordable housing, improve community quality

1 of life and economic vitality, promote  
2 self-sufficiency -- and, again, to promote  
3 self-sufficiency and a sense -- and assist --  
4 accent development -- hold on, and to assist  
5 with families and individuals of becoming  
6 self-sufficient, okay?

7 The goal for the housing authority is for  
8 everyone -- and let me say, this presentation  
9 is pertaining to low-rise as well as the  
10 high-rises. But the goals of the housing  
11 authority are to make you self-sufficient,  
12 meaning want you to be economic self-sufficient  
13 so you can have enough money to go and live  
14 wherever you want to live. We're about the  
15 business of making you economic  
16 self-sufficient. That's called economic  
17 self-sufficient. We want you to be able to  
18 move where you want to move.

19 Now, for especially individuals who are  
20 young in our low-rises, they're, you know, 21,  
21 22, 23, 24, 25, that age. We want them to go  
22 out, live in public housing, and move and buy  
23 your house where you want to buy a house.

24 Now, for you, this is your home. Each

1 year I tell you I'm getting closer and closer.  
2 Now, pretty soon I'll be looking forward to  
3 retirement. But, again, it's --

4 Now, another goal is to make sure we  
5 provide equal opportunity for housing for  
6 everyone, and that's just one of the fair  
7 housing goals.

8 Now, in the annual plan -- and I've given  
9 the -- let me tell you. It's the annual plan  
10 currently is the entire plan is a -- well, let  
11 me see, the annual plan --

12 Can I borrow your plan?

13 The annual plan looks like this, and this  
14 is the annual plan, and it's 56 pages, and the  
15 resident president will have a copy. I'm also  
16 get a copy again -- leave a copy at the  
17 front -- at the desk --

18 MS. PARTEE: Manager's office.

19 MR. PERRY: -- but that's the president's  
20 plan -- at the office -- the manager's office.  
21 But your resident president has a copy.

22 Now, along with that plan is another big  
23 folder of attachments. For instance, your  
24 lease agreement is attachment to it, the ACOX.

1           There's a number of attachments. And I'm going  
2           to provide -- take me time to get those  
3           attachments copied, but I'm going to provide a  
4           copy with all the attachments, also.

5                     Now, but that's the plan. For each year  
6           we come out and get your comments on the plan.  
7           What we're going to do, instead of having you  
8           read -- and you can read it, but we're going to  
9           give you a brief summary of what's in that  
10          plan. Read the whole entire document, we're  
11          going to summarize what's in the plan.

12                    Is everybody with me now?

13                    RESIDENT, VENSON CENTER: Yes.

14                    MR. PERRY: Okay. Now, in the plan is  
15          what you call an executive summary which  
16          basically gives you a summary of the entire  
17          plan itself. And I'm going to go through some  
18          of the points in executive summary briefly.  
19          The executive summary is approximately two  
20          pages long, and I've got about ten points I'm  
21          going to pull out of those two pages.

22                    All right. One of the things the housing  
23          authority wants to do in our planning process  
24          is to replace obsolete public housing stock.

1           So as you can see, it's our goal that all the  
2           obsolete public housing stock we have is  
3           basically to replace it. Most of it -- most of  
4           our developments were built before the early  
5           '50s, between 1930 and 1950, and most of those,  
6           what we're trying to do is to replace those  
7           obsolete developments and modernize.

8           RESIDENT, VENSON CENTER: Replace the  
9           building themselves?

10          MR. PERRY: Right. The building itself.  
11          How many of you know where Lamar Terrace used  
12          to be? How many of you know where Oates Manor  
13          used to be? All right. LeMoyne Garden. Now,  
14          LeMoyne Garden's been completely torn down and  
15          new buildings in place. Okay. That's what  
16          we're trying to do.

17          What about Hurt Village? Have you seen  
18          Hurt Village lately?

19          RESIDENT, VENSON CENTER: Yeah.

20          MR. PERRY: Okay. All new buildings going  
21          up in Hurt Village, houses and apartments.

22          Okay. So that's what we're doing. We're  
23          replacing the obsolete stock and trying to  
24          bring in a new housing stock. Newer, modern

1 buildings, okay?

2 Now, in doing that we know that we have  
3 current residents who live in those particular  
4 developments, so when they're torn down, they  
5 have to leave those developments, although some  
6 of them come back to the developments. What  
7 we're trying to do also is guarantee housing  
8 for current residents, try to guarantee our  
9 current residents housing, okay?

10 And in doing that and all our  
11 redevelopment, we have mobility housing to  
12 train the residents. We also about to be in  
13 some renovation of viable family housing.  
14 Whoever have a complex that's viable and want  
15 and can have, we'll do that. Instead of  
16 turning down, we'll just go in and make some  
17 modernization changes and fix it. Bring it up  
18 to code, bring it up to standard.

19 We're also going to develop senior  
20 development only, and in doing this, as far as  
21 in-house, we have a vacancy rate, try to reduce  
22 our vacancy rate, and I think we're going to be  
23 able to do that.

24 We're also in executive summary

1 occasionally we'll move into what we call a  
2 site-based professional management. Most of  
3 the new complexes that we build, the housing  
4 authority, we'll hire someone to manage it for  
5 us. We don't manage it ourselves. We'll hire  
6 someone, outside management company to manage  
7 it for us now.

8 We have what we call coordinated case  
9 management, and Ms. Partee is involved in that.  
10 What we're going to start -- well, what we do  
11 now HOPE VI developments, we're going to start  
12 in all the public housing, is that we're going  
13 to have everyone sign what we call -- we'll  
14 talk -- I'll talk to you about that later -- a  
15 self-sufficiency agreement, and everybody will  
16 sign that.

17 Some of you be exempt from what we call  
18 the economic portion of it where you have to  
19 work and so forth. You're exempt from that,  
20 based upon your age or if you're disabled.  
21 However, you still have to enter into what we  
22 call case management. So the case management  
23 portion, you'll still do. So everyone will  
24 have case management section and sign a

1 self-sufficiency agreement and basically it  
2 gets to be the case management portion that you  
3 have do deal with if you are exempt. And I'll  
4 talk about that a little bit later on.

5 RESIDENT, VENSON CENTER: Question: I  
6 don't mean to keep interrupting, but you're  
7 saying that you-all hire people to run these  
8 properties. The problem I run into, I've been  
9 to all these developments you were talking  
10 about. You go in there, they don't know  
11 nothing about MHA. They ain't run by MHA. You  
12 call MHA, MHA say they ain't got nothing to do  
13 with them, you know. So what's going on?

14 You're saying Ms. Partee is the person  
15 that should be involved with that. Now, that  
16 name I hadn't never heard Ms. Partee before.

17 MR. PERRY: No. I said -- I said  
18 Ms. Partee is involved with social services,  
19 the social services portion of the housing  
20 authority.

21 RESIDENT, VENSON CENTER: Well, get back  
22 to the part about these developments.

23 MR. PERRY: Now --

24 RESIDENT, VENSON CENTER: When you go to



1 MHA, y'all say y'all don't have anything to do  
2 with that.

3 MR. PERRY: Okay. For instance --

4 RESIDENT, VENSON CENTER: Then you go over  
5 there, they got another story. I mean, I done  
6 been around and around and around. All this is  
7 great and fine. I don't mean no harm. And  
8 thank God I do have my health, I can work.  
9 This is not where I want to be, although I'm  
10 grateful to be here, but if you're telling me  
11 that you've got something better that I can  
12 look forward to, only thing I'm asking you  
13 where is it at because I don't see it.

14 MR. PERRY: Each one of the -- we're going  
15 to talk about the sites, and Ms. Phillips will  
16 get your HOPE -- I'm just giving you a summary.  
17 I'm talking about HOPE VI. She'll tell you  
18 about the sites.

19 Each site has what you call a site-based  
20 waiting list. That means you go to that site  
21 and you apply at the office. Okay. That's  
22 where you apply.

23 Now, the waiting list could be closed.  
24 They'll tell you they're not taking anymore

1 applicants. In fact, Memphis Housing Authority  
2 waiting list is now closed. We're not taking  
3 anymore applicants. Okay. But Cleaborn,  
4 Foote, Montgomery, and -- Cleaborn Foote,  
5 Montgomery -- but Cleaborn, Foote, and  
6 Montgomery, we're not taking any more  
7 applications. Come to -- come to housing and  
8 we'll tell you our waiting list is closed.  
9 We're no longer accepting applications.

10 Now, on the site-based, you have to go  
11 there. If their waiting list is closed, they  
12 should tell you that the waiting list is  
13 closed, they're not accepting applications.  
14 Okay. The reason we're not accepting  
15 applications is because we're basically 100  
16 percent full. Once we've \*\*\* from Dixie Homes  
17 is our remaining vacancies, we'll be full,  
18 okay? But you have to apply on the site.

19 College Park, you have to go out to  
20 College Park and apply. And someone from HOPE  
21 VI will tell you about -- we'll talk about that  
22 in a few minutes.

23 But, let me say this: We're in the  
24 process in our new developments of building

1 some new senior citizen-type developments.

2 The executive summary also talked about  
3 we're going to provide you with increased job  
4 opportunities and we're going to promote  
5 self-sufficiency. I talked about  
6 self-sufficiency earlier.

7 Housing needs. The waiting list for  
8 Section 8 is approximately now 2,954 families  
9 on the waiting list right now. Section 8  
10 waiting list is currently closed, but they have  
11 2,000, almost 3,000 people on the waiting list.

12 Public housing, we have 10,461 families on  
13 the waiting list, so you can see that there's  
14 demand for housing, and there are more  
15 individuals and families needing housing than  
16 is available right now for the housing  
17 authority.

18 We have approximately 151, a little bit  
19 better, million dollars that we're working with  
20 to provide housing and to do our redevelopment  
21 activities. And you'll find that if the  
22 management plan.

23 In the management plan you'll also -- in  
24 the annual plan you'll also find a chart which

1 gives a list of organizations.

2 Now I'm going to turn it over to capital  
3 improvement, and Mr. Bob Kurtz will come and  
4 present to you the projects that capital  
5 improvement is involved in. They're like  
6 the -- at the housing authority, I guess the  
7 lead department, along with HOPE VI, in doing  
8 the revitalization. They have the funds  
9 necessary to go in and demolish a complex, and  
10 then try to help -- HOPE VI comes in to try and  
11 help rebuild. So now I'm going to present you  
12 Mr. Bob Kurtz. He's with the capital  
13 improvement part.

14 MR. KURTZ: Good afternoon, everybody.

15 RESIDENT, VENSON CENTER: Good afternoon.

16 MR. KURTZ: Nice to see everybody again.

17 I am Bob Kurtz with the capital improvements  
18 department, and I'm happy to be here today.

19 Yes?

20 RESIDENT, VENSON CENTER: I want to ask a  
21 question. If we were to move somewhere, where  
22 we would go to fill out an application at?  
23 Because y'all just got done saying all of them  
24 is filled up and closed. Anything open so we

1 can go fill out the application for?

2 MR. KURTZ: You're talking about new  
3 housing? If you're talking about the new  
4 revitalized sites, you have to go to those  
5 sites to put in an application. If you're  
6 talking about trying to transfer internally, I  
7 don't know.

8 Jackie, you know more about that than I  
9 do.

10 MS. PARTEE: What is it, David Crockett?

11 MR. KURTZ: Agnes Place?

12 MS. PARTEE: Agnes Place. I think we  
13 still have some vacancies out there.

14 MR. KURTZ: Let me give you a rundown of  
15 the developments that are getting ready to open  
16 up. As I go through each of them, I'll tell  
17 you what the time lines are and when lease-up  
18 is supposed to start.

19 RESIDENT, VENSON CENTER: Okay.

20 MR. KURTZ: That will give you an  
21 opportunity to know which development is coming  
22 back online and when, okay?

23 Mr. Perry mentioned the plan will be  
24 available here for review. It's also available

1 at the public library and the main office of  
2 the housing authority in the human resources  
3 department.

4 In addition, we have a public hearing  
5 scheduled -- I believe it's March 15th -- at  
6 the housing authority for you to provide any  
7 additional comments. We would appreciate any  
8 comments that you do have submit them to us in  
9 writing so that we can take that into  
10 consideration as we finalize the plan.

11 This plan will be submitted to the housing  
12 authority board on the 23rd of March or for  
13 their consideration and approval. They will  
14 look at what the staff has prepared, any  
15 comments that have come in from the residents,  
16 and any adjustments that are made to the plan  
17 because of those comments. That plan will then  
18 be submitted to HUD, 75 days for review and  
19 approval, and we have a plan to start the first  
20 of July.

21 Let me talk about some of the major  
22 activities that we currently have underway that  
23 impact across all of the developments. First  
24 of all, we are conducting a physical needs

1 assessment at all of the MHA operating  
2 developments, as well as those that are  
3 privately managed. The purpose of that  
4 evaluation is to get an outside view of what  
5 types of repairs, renovations, et cetera need  
6 to be done on the various developments.

7 HUD has asked us to do that particular  
8 physical needs assessment to assist them in  
9 evaluating some of our proposals that we submit  
10 to Washington for the financing and funding of  
11 the major construction efforts.

12 In addition to that, we are in the process  
13 of completing an energy audit on each of the  
14 public housing developments. That's also  
15 includes a utility allowance study. We do have  
16 a utility allowance study portion that's  
17 applicable to the privately-managed sites.  
18 Once we have completed that energy audit with  
19 utility allowance study, we will be making that  
20 available for public comment. I believe it's a  
21 60-day window for public comment.

22 After the public comment period ends, we  
23 will be taking that documentation to the board  
24 for approval. That would adjust people's

1 utility allowance on their monthly rent  
2 statements based on what that study shows.

3 Okay. The other big effort that goes  
4 across the board is the development of  
5 senior-only or elderly-designated sites.  
6 Mr. Perry alluded to that earlier. We  
7 currently have open, of course, College Park,  
8 which has got 80 units of senior housing only.  
9 That's 62 and older.

10 We have now in construction, though, we  
11 have another complex, another building 80  
12 public housing units, elderly-only designation  
13 being built at the former Fowler Homes site.  
14 That's known as Latham Terrace now. And that  
15 will be the building right on the front of the  
16 property at Crump and 4th Street. 80 public  
17 housing units, construction started last month.  
18 The lease-up for that particular property will  
19 begin somewhere in the fall of 2006, okay?

20 In addition to that, we have started with  
21 our development partners at University Place,  
22 the former Lamar Terrace site. We have started  
23 the site preparation work for the eventual  
24 construction this year of a 118-unit



1 elderly-only facility at University Place. Of  
2 those 118 units, 92 of them -- I believe is the  
3 number -- are specifically public housing  
4 units. The rest are affordable income units.

5 RESIDENT, VENSON CENTER: Is that 60 and  
6 older, too?

7 MR. KURTZ: Yes. 62 and older.  
8 Everything that says -- 62. Everything that  
9 says elderly-designation site is 62 and older,  
10 and we have that approval from HUD for elderly  
11 designation-only for Latham Terrace, for  
12 University Place. We already have College Park  
13 open. And we're also finalizing the drawings  
14 and the design work to build another 69-unit  
15 senior-only facility in the Uptown area. So  
16 all total it's about 267 new senior-only  
17 designated sites this year.

18 Yes?

19 RESIDENT, VENSON CENTER: What about the  
20 housing for disabled, people that's disabled?

21 MR. KURTZ: I'm going to have to check on  
22 the rules of elderly-only designation. We do,  
23 of course, have disabled handicapped units in  
24 all of those developments. I don't know

1           whether that disability allows you to  
2           -- whether you have to still abide by the 62  
3           and older requirement. I can't say. I don't  
4           know.

5           RESIDENT, VENSON CENTER: Oh.

6           MR. KURTZ: But I'll find out -- I'll talk  
7           with Ms. Phillips. She's a little bit more  
8           familiar with that than I.

9           Luretha, perhaps you can help. Question  
10          is: For those individuals who are disabled,  
11          are they able to apply for the senior-only  
12          facilities, or do they have to be over 62 as  
13          well?

14          MS. PHILLIPS: You have to be over 62 and  
15          disabled. Over 62 or over 62 and disabled.

16          MR. KURTZ: Okay. So you have to be 62 at  
17          those specific sites for the elderly-only.

18          RESIDENT, VENSON CENTER: What if you're  
19          not 62 and disabled?

20          MR. KURTZ: Okay. Yeah. I'll get to that  
21          because I do have some more units that we're  
22          constructing this year. Let me move along into  
23          that.

24          The first site that I wanted to touch base

1           on is the University Place and Lamar Terrace.  
2           Ms. Phillips is going to address the major  
3           construction efforts that are underway there.

4           I just wanted to highlight that we are  
5           currently demolishing a lot of properties the  
6           housing authority has acquired with city  
7           funding. The old Baptist rehab hospital, the  
8           Big A Auto Parts, the former Memphis Furniture  
9           plant, all of these sites are being demolished  
10          as we speak to prepare the ground for Phase 2  
11          and 3 and 4 and home ownership of University  
12          Place that Ms. Phillips will talk about.

13          Foote Homes is the next site I wanted to  
14          mention. We have no specific plans for any  
15          work there.

16          Yes, sir?

17          RESIDENT, VENSON CENTER: Where do you go  
18          to -- where do we go to pay up Hurt Village  
19          site?

20          MR. KURTZ: Okay. The Hurt Village site  
21          is virtually complete. I'll say virtually  
22          because over the next year or so we'll be  
23          finishing up all the construction there. And  
24          Ms. Phillips will address exactly what's been

1 done at Hurt Village site because that is one  
2 of the HOPE VI sites.

3 Foote Homes, we're looking for  
4 opportunities --

5 Yes, ma'am.

6 RESIDENT, VENSON CENTER: Is this one  
7 being closed?

8 MR. KURTZ: Not at the present time.

9 RESIDENT, VENSON CENTER: So right now  
10 it's all right to stay here.

11 MR. KURTZ: Yes. Yes. Let me move along.  
12 We have nothing specific planned for Foote  
13 Homes.

14 Now, Dixie Homes -- now, this is going to  
15 be another one of the housing authorities  
16 major --

17 (WHEREUPON, A BRIEF RECESS WAS  
18 TAKEN).

19 MR. KURTZ: This is going to be another of  
20 the housing authorities major efforts for the  
21 2006, 2007, and beyond timeframes. Dixie Homes  
22 was a site that the housing authority submitted  
23 for HOPE VI. We were approved for that.

24 Ms. Phillips will talk about the rebuild

1           which will start next year sometime, but what I  
2           want to address is we have almost 600 units  
3           over there. There are 500 and some residents.  
4           All of those residents over this next year will  
5           be relocated to available public housing at  
6           other sites or to the Section 8 program. We do  
7           have some openings of the smaller bedroom size,  
8           the 0 to 1 bedroom in the high-rises.

9                     We also have vacancies at Cleaborn Homes  
10           and a few at Montgomery, so the residents at  
11           Dixie Homes will be offered opportunity to go  
12           on one of those two paths.

13                    We do have minor demolition work we're  
14           going to do for a fire-damaged building at  
15           Dixie before we really take on the major  
16           demolition of the entire site. For obvious  
17           reasons, we don't want to demolish the site  
18           until we have relocated the majority of the  
19           residents, hopefully all of the residents,  
20           before we actually start taking down the  
21           facilities over there.

22                    Oates Manor, some of you are familiar with  
23           that on the north side of town. We have sold  
24           that site. Actually, it was taken by the

1 school board, and we are planning to build on  
2 some land the housing authority is acquiring on  
3 the south side of Firestone Avenue right across  
4 the street from the new golf course, first tee  
5 program.

6 RESIDENT, VENSON CENTER: What? The golf  
7 course?

8 MR. KURTZ: A golf course at the former  
9 Firestone plant, okay? Well, the housing  
10 authority is going to be building on land that  
11 we're acquiring on the south side of the street  
12 right across from that. Be about a hundred  
13 units of housing. Those will be all available  
14 to residents as they come online.

15 We hoped to apply for a HOPE VI grant on  
16 that, but the HUD staff does not put out the  
17 notice of funds available to give us guidelines  
18 on how to submit an application for that. It's  
19 our intent, though, once that becomes available  
20 to apply for a HOPE VI grant for that site.

21 I mentioned Cleaborn Homes just down the  
22 street over here. We've got 55 units that  
23 we're scheduled to repair through the  
24 summertime. That's going to help in some of

1 the relocation effort for the residents out at  
2 Dixie Homes.

3 We have -- and I'll just -- just an aside  
4 on the Dixie Homes, we have attempted to  
5 structure our relocation plan for Dixie Homes  
6 to allow movement that's consistent with  
7 people's person needs. If they have children  
8 in the household, we're attempting to the best  
9 of our ability to relocate the residents during  
10 the summertime so that we minimize the impact  
11 on the school children.

12 People who don't have any school-age  
13 children may move earlier than that, or they  
14 may move after the school year starts, but we  
15 want to try and minimize the impact on those  
16 families with children in school.

17 Okay. Touching base on Cleaborn 111,  
18 which is on the south part of Cleaborn Homes,  
19 south of Georgia Avenue. We included that site  
20 within the Dixie Homes HOPE VI application as a  
21 off-site home ownership program. And this is  
22 really one of the good initiatives that the  
23 authority has taken on over the last few years.

24 Some of you recall last year we finished

1 building 25 single-family public housing rental  
2 units at Cleaborn. That's now named Askew  
3 Place. Residents who are going into Askew  
4 Place are working through self-sufficiency  
5 programs. The goal for individuals who are  
6 living at Askew Place is home ownership.

7 The housing authority is going to be  
8 building homes for sale right across the street  
9 from Askew Place. We're going to offer a  
10 program that will include either outright  
11 purchase or lease-to-purchase option so that we  
12 have a range of capabilities for residents to  
13 meet.

14 But if you're interested in home  
15 ownership, you want to work towards Askew Place  
16 and then on to another where we are actually  
17 going to be selling those houses. So we have a  
18 natural progression into home ownership.

19 RESIDENT, VENSON CENTER: Where is Askew  
20 Place?

21 MR. KURTZ: Askew Place is on Georgia  
22 Avenue between McKinley and Orleans, so it's  
23 just a little bit east of Booker T. Washington  
24 High School.



1           RESIDENT, VENSON CENTER: Across the  
2 street from where Club Paradise used to be.

3           MR. KURTZ: Oh, I wasn't going to mention  
4 that. Club Paradise, the only paradise I knew  
5 is in the Garden of Eden. I missed out on that  
6 one.

7           Okay. We are going to be building on the  
8 same side of the street but on the other side  
9 of the bayou from that noted facility, okay?  
10 There will be 30 homes that we're going to be  
11 building there, okay? And we expect to start  
12 construction -- if we can work it out, start  
13 the construction late this fall, and that would  
14 be a real great boon to the community.

15           Fowler Homes, let me touch base on that.  
16 It's down at Crump and 4th Streets. We have  
17 two major developments underway, the first of  
18 which is Latham Terrace. I mentioned that  
19 earlier. That's an 80-unit senior facility,  
20 elderly-only, 72 one-bedroom and 8 two-bedroom.  
21 They're all being built right there on the  
22 corner of 4th and Crump Street.

23           The property will be partly managed by the  
24 Wesley Housing Corporation, our development

1 partner. That particular organization has a  
2 long history of running elderly housing in this  
3 area, in western Tennessee. It will be a  
4 site-waste -- site-based waiting list. I'll  
5 get that out.

6 Okay. Right behind Latham Terrace, on the  
7 remaining 5 1/2 or 6 acres, the housing  
8 authority will be building 40 public housing  
9 units. These are all pure public housing  
10 units. That'll be 4 quadruplex buildings for a  
11 total of 16 units, plus an additional 24 public  
12 housing rental single-family home units.

13 There will be 3 or 4 handicapped  
14 accessible units there that will be available  
15 at Fowler, and there will also -- all the units  
16 are being built visitable, which is a little  
17 bit different kind of stand. This allows  
18 better accommodation to visitors through your  
19 home.

20 So if you're -- that's the type of  
21 location that you would be interested in in a  
22 multifamily setting, there's single-family  
23 homes and there's apartment living in that  
24 four-unit quadruplex where they will be

1 accessible for those who have handicaps, okay?

2 Barry Towers on the other side of downtown  
3 area, we've got a couple of minor things that  
4 we need to work on. A drainage system we have  
5 had an issue with for a little while, and we're  
6 looking at possibly putting ornamental fencing  
7 around that site.

8 Barry Towers, as you know, sits right in  
9 the middle of Uptown Village, so we want to try  
10 and match the decor, exterior of that building  
11 to the surrounding, so we may invest a little  
12 money there.

13 RESIDENT, VENSON CENTER: Excuse me.

14 MR. KURTZ: Yes.

15 RESIDENT, VENSON CENTER: The only  
16 renovation you're doing is the outside face  
17 feature of the building, not the inside?

18 MR. KURTZ: Well, I mean, we did some work  
19 in the interior before, not extensive  
20 renovation, okay?

21 Let me address Venson Center, R. Q. Venson  
22 Center, near and dear to our hearts here. We  
23 are looking at possibly putting in an  
24 ornamental awning on the front of the building

1           this year. We talked about that last year. We  
2           had some other priorities that came along.

3                     We don't have any major renovation work  
4           planned yet for the Venson Center. We did over  
5           the past year conduct a physical needs  
6           assessment interior to the structure. I have  
7           some additional work that the consultant needs  
8           to perform for us. But once they finish that  
9           work, we will finalize our analysis of this  
10          particular document.

11                    One of the things that I did ask all the  
12          consultants at each of the high-rises to look  
13          at is the seismic condition. I know we've all  
14          read in the newspaper, you know, we're sitting  
15          on the New Madrid fault here, and an earthquake  
16          upstream -- upriver could have impact on us  
17          here in the Memphis area. So we thought it was  
18          very important for us to analyze what this  
19          structure looks like and how it will withstand  
20          earthquake-type forces.

21                    We got a cost estimate back on that.  
22          It'll be very expensive, very expensive to  
23          renovate this building to make it seismically  
24          sound in a major event. We haven't finalized

1           our review with the executive director yet. We  
2           will be looking at that type of options we have  
3           because the cost of fixing this building to  
4           withstand a major earthquake would be very  
5           high.

6           RESIDENT, VENSON CENTER: So where are you  
7           on -- is anything going to be done to this  
8           building? You said an awning. You talking  
9           about a shade awning?

10          MR. KURTZ: Yeah.

11          RESIDENT, VENSON CENTER: That's about it?

12          MR. KURTZ: For this year on a capital  
13          investment, yes.

14          RESIDENT, VENSON CENTER: Okay.

15          MR. KURTZ: And, of course, this is your  
16          opportunity, when you have questions or  
17          comments, you can submit those to us for  
18          consideration along with the executive  
19          director.

20          RESIDENT, VENSON CENTER: Okay. So you  
21          don't see -- they're not saying it's feasible  
22          for -- renovation costs to much. So if you're  
23          not going to renovate, so that means that it's  
24          got to be demolished, right?

1           MR. KURTZ: Not necessarily. Not  
2 necessarily. There's a variety of options.  
3 The housing authority hasn't looked at all  
4 those options yet.

5           RESIDENT, VENSON CENTER: Do they  
6 anticipate when they might know -- when you  
7 might know?

8           MR. KURTZ: We hope with the next --  
9 within the next half year to be able to analyze  
10 what we're going to do with the high-rises  
11 because, frankly, I believe we're going to get  
12 similar-type results from the other buildings  
13 given the age of the buildings and when they  
14 were built.

15           It is a -- it is an issue of how much  
16 money we have available and when -- whenever  
17 HUD looks at how we proceed in a redevelopment,  
18 they have something -- they cap the cost that  
19 we're allowed to spend on a given site. And  
20 they also minimize -- I say minimize, they  
21 reduce the number of units that we're able to  
22 place on a site.

23           For example, when we began looking at the  
24 revitalization of Horn Lake, there were 100

1 units of public housing there initially. Under  
2 the HUD rules, we're only allowed to put  
3 50 percent public housing units back on a site  
4 when we demolish. So hence our plans for  
5 construction at Horn Lake in the future are  
6 limited to 50 public housing units. There are  
7 about, what, 206 units here; is that right,  
8 206?

9 MS. PHILLIPS: 116.

10 MR. KURTZ: 116, 214. So there are 214  
11 units here. I'm not saying we are going to  
12 demolish, but if we were, we would be limited  
13 to 107 public housing units on this site.  
14 Okay.

15 Now, there might be other units that we  
16 could put in here, affordable housing units,  
17 market rate units, but you're capped on the  
18 number of public housing units by HUD  
19 regulations.

20 RESIDENT, VENSON CENTER: That's if you  
21 demolish.

22 MR. KURTZ: That's if we demolish. The  
23 issue that we come to is spending money on a  
24 renovation, can we in good conscience 10,

1           \$12 million on a renovation without dealing  
2           with the structural integrity of the  
3           building --

4           RESIDENT, VENSON CENTER: Right. Right.

5           MR. KURTZ: -- you know, and.

6           RESIDENT, VENSON CENTER: Exactly.

7           MR. KURTZ: And that's the dilemma.

8           RESIDENT, VENSON CENTER: Would that be --  
9           yeah. It wouldn't be really logical.

10          MR. KURTZ: Yeah.

11          RESIDENT, VENSON CENTER: Right.

12          MR. KURTZ: So that's the dilemma we're in  
13          right now.

14                 Let me touch base on Graves Manor. We're  
15                 going to -- we're designing for the demolition  
16                 of that site right now. We will be building  
17                 single-family rental houses there. We'll be  
18                 building multifamily rentals. And we're also  
19                 looking at another elderly-only senior site.

20                 Walter Simmons, we're still going to put  
21                 that up for sale. We thought we had it sold to  
22                 the city, but things change.

23                 Jefferson Square is in a similar situation  
24                 as this property. We are going to be looking



1 at the physical needs assessment to include the  
2 seismic analysis, going to see which way we go  
3 in a high-rise.

4 Nothing particular planned for Horn Lake  
5 this year.

6 We do have some plans for drainage repairs  
7 in Montgomery Plaza. We're going to replace  
8 the roof at the admin building.

9 Borda Towers, we do have a little bit more  
10 work to do there than we do here. Several  
11 years ago in this building we did some work in  
12 the first floor hallways to make them a little  
13 better fire safe, and we're doing the same type  
14 thing this coming year at Borda.

15 Yes?

16 RESIDENT, VENSON CENTER: You mentioned a  
17 consultant that does need assessments for the  
18 building.

19 MR. KURTZ: Right.

20 RESIDENT, VENSON CENTER: How would you  
21 find that person? Who is that?

22 MR. KURTZ: That person -- we just got  
23 approval to award the contract to Architects  
24 Unlimited, and we haven't given them notice to

1 proceed yet, but we will be having our first  
2 meetings with them in the near future, and then  
3 they'll start up.

4 RESIDENT, VENSON CENTER: And you also  
5 mentioned going to the library. Where would  
6 you find it, under HUD?

7 MR. KURTZ: Yes. The public PHA plan?

8 RESIDENT, VENSON CENTER: That plan, the  
9 PHA plan.

10 MR. KURTZ: The PHA plan will be available  
11 at the public library.

12 MR. PERRY: It's on the -- you have to go  
13 up to the fourth floor, and it's going to be in  
14 the history department, and just ask them for  
15 the room that has all the public notices and so  
16 forth, and they'll direct you to it.

17 RESIDENT, VENSON CENTER: Is that the  
18 library -- the main library?

19 MR. PERRY: Main library.

20 MR. KURTZ: Main library.

21 MR. PERRY: Everybody do me a favor. I  
22 meant to tell you this when we started. When  
23 you're going to be speaking, when you raise  
24 your hand up, tell me your name and where

1           you're from. I'm assuming everyone's from  
2           here, but some of you may not be. Tell me your  
3           name and where you're from when you speak.

4                     RESIDENT, VENSON CENTER: I'm Jacqueline  
5           King, I'm right here.

6                     MR. PERRY: Right. But this young lady  
7           right here is recording everything that  
8           everyone's saying, so speak up where she can  
9           hear you, and just give me your name.

10                    But that's where it's located. And the  
11           one -- the one closest to you is the housing  
12           authority. It's located on the first floor  
13           right off in the personnel department. It's a  
14           little room where it has the job announcements  
15           and the bulletin board. It's on a table on the  
16           first floor, Memphis Housing Authority,  
17           personnel department.

18                    MR. KURTZ: Right. Okay. Well, let me  
19           finish up here. I mentioned Borda. We're  
20           going to be doing some repairs on the first  
21           floor there.

22                    Yes, sir?

23                    RESIDENT, VENSON CENTER: If it's 200 and  
24           some-odd people in the -- residents in this

1 building and they all move out and you take  
2 back half of them, what's going to happen to  
3 the other half? Where are they going to go?

4 MR. KURTZ: Well, the housing authority  
5 would have a variety of options to assist that.  
6 We will be looking at other housing sites,  
7 senior-designated-only sites or possibly  
8 Section 8 vouchers.

9 In the event we would come to that type of  
10 requirement here, we would have a series of  
11 public hearings and public meetings with all  
12 the residents where the Section 8 staff, the  
13 relocation staff, and Ms. Partee and her staff  
14 would come in and address all the specifics of  
15 that type of situation.

16 What I can tell you right now is that  
17 those are the general things. If we come to  
18 that stage, they would have all the specifics  
19 based on specific time lines and what things  
20 would be required to happen. But we don't have  
21 that -- we don't have plans for that in the  
22 immediate future.

23 Yes, sir?

24 RESIDENT, VENSON CENTER: Are y'all going

1 to furnish us sufficient funds to move out of  
2 here with?

3 MR. KURTZ: The question was: In the  
4 event that the housing authority directs a  
5 relocation of all the residents of any  
6 development, are you given the funds to move?  
7 The answer is yes. When the housing  
8 authority --

9 RESIDENT, VENSON CENTER: To relocate to  
10 another project or whatever, you know?

11 MR. KURTZ: Yes. The answer is when the  
12 housing authority gets involved in a -- and,  
13 really, it's any kind of federal-funded action,  
14 the Uniform Relocation Act stipulates that the  
15 agency involved will supply the necessary  
16 relocation expenses. Well, we've done that on  
17 every relocation we've done to date, whether it  
18 was Lamar Terrace, Oates Manor, Walter Simmons.  
19 The whole team has been through that many  
20 times, so they understand the need, and we  
21 program for the money to be able to do that in  
22 the event it comes about.

23 Yes, sir?

24 RESIDENT, VENSON CENTER: Do we have any

1 say-so in whether this building is closed or  
2 not?

3 MR. KURTZ: You do, sir.

4 RESIDENT, VENSON CENTER: Because I don't  
5 have no problem with living here.

6 RESIDENT, VENSON CENTER: I don't either.

7 RESIDENT, VENSON CENTER: My name's  
8 Rolonda Lynch. By it being under the umbrella  
9 of the Memphis Housing Authority -- and maybe  
10 someone can tell me something about this -- is  
11 it under the umbrella of a historic landmark,  
12 and by it being a historic landmark, it cannot  
13 be demolished?

14 MR. KURTZ: There are specific things that  
15 any agency or any organization or any facility  
16 has to do to achieve elderly -- or excuse me,  
17 to receive historic designation. I'm not  
18 familiar with any kind of specific designation  
19 for this building, and I don't believe it's  
20 part -- I don't know whether it's part of the  
21 Beale Street historic district.

22 RESIDENT, VENSON CENTER: Well, my shirt  
23 right here says it's part of the Beale Street  
24 historic district. Venson Center, part of the

1 Beale Street historic district. That's what it  
2 say, just like Church Park.

3 MR. KURTZ: Uh-huh. I appreciate that.  
4 All I can do is -- all I can do is look at what  
5 the National Park Service shows as the  
6 officially-designated --

7 RESIDENT, VENSON CENTER: Okay.

8 MR. KURTZ: -- sites.

9 MS. HARAHAAN: There are two parts to that.  
10 The historic Vernua Harahan and we can talk to  
11 her later about that --

12 MR. KURTZ: Uh-huh.

13 MS. HARAHAAN: -- but there is an  
14 environmental review --

15 MR. KURTZ: Yes.

16 MS. HARAHAAN: -- that takes into  
17 consideration the historic review, which is the  
18 106.

19 MR. KURTZ: Uh-huh.

20 MS. HARAHAAN: 103 has to deal with other  
21 environmental issues. And they're looking at  
22 the age of the structure and whether or not it  
23 is a significantly contributing structure to  
24 the history and the integrity of the community.

1           MR. KURTZ: Did everybody hear that? In  
2           the event the housing authority proposes  
3           demolition or disposition sale of any property,  
4           whether it's Venson Center or -- I'm in the  
5           process of doing this right now for Alabama  
6           Plaza and Texas Courts. There are specific  
7           requirements that we do as an agency that  
8           receives federal funding to ensure compliance  
9           with the National Environmental Protection Act.

10           One of those things is we go through an  
11           environmental review. HUD can do it under Part  
12           50, or we can do it under Part 58 under the 24  
13           CFR series, and what that entails is a review  
14           of the facility for a variety of regulatory  
15           issues, one of which is the historical  
16           significance.

17           Others are whether you're in a wetland.  
18           Others are whether you're in a zone with  
19           airport traffic. There's a whole lot of  
20           checklist things that are gone through. In  
21           addition to specific site issues such as  
22           underground storage tanks, past use of any kind  
23           of contaminated material. Those are the kind  
24           of reviews that we go through when we apply for



1 a demolition or disposition of any property.

2 So if the housing authority were to  
3 proceed on a path for demolition of Barry  
4 Towers or Venson Center or any other, we would  
5 go through that legal process of review, okay?

6 I can say it is not in the annual plan  
7 this year for us to submit an application for  
8 demolition or disposition, okay? It's not in  
9 the plan for Venson Center for this year, okay?  
10 It is not in the plan.

11 RESIDENT, VENSON CENTER: What about the  
12 next four years? You said it's a five-year  
13 plan.

14 MR. KURTZ: Well, within the annual  
15 plan -- there's a component of the annual plan  
16 and then there's the five-year plan. The  
17 annual plan is what strictly goes in to say  
18 these are the activities we're proposing in  
19 this next calendar year -- or fiscal year, let  
20 me say that, fiscal year, and it includes which  
21 sites we would be applying for a demolition or  
22 a disposition.

23 We do not do that in the five-year because  
24 we oftentimes don't know what's going to happen

1 in years three, four, and five. The five-year  
2 plan portion merely shows projects that are  
3 intended to occur, whether it's demolition, new  
4 construction, revitalization, okay?

5 MS. HENDERSON: Marie Henderson, Venson  
6 Center. Okay. Another question that they was  
7 out here with the intent to complete the  
8 cameras outside.

9 MR. KURTZ: Uh-huh.

10 RESIDENT, VENSON CENTER: So what -- is  
11 that going to take place within the next year  
12 or so?

13 MR. KURTZ: Let me -- I tell you what.  
14 Let me refer that question to Mr. Webb, and I  
15 will get an answer back to you. Because the  
16 site was turned over for operation, and I'm not  
17 sure what happened with the camera portion of  
18 that, okay. But I will get an answer back to  
19 you.

20 RESIDENT, VENSON CENTER: Thank you.

21 MR. KURTZ: Uh-huh.

22 Okay. Let me touch base on an effort, a  
23 construction project we're going to start in  
24 the fall. We plan to build 72 units at Ford

1 Road in southwest Memphis, 36 duplex buildings.  
2 We've got a variety of funding sources on that.  
3 Hopefully, a year from now we will be also  
4 breaking ground for up to about 150 replacement  
5 units at Cypress Wood, which is also in  
6 southwest Memphis.

7 I mentioned earlier disposition  
8 applications. I will be submitting the  
9 application for Texas Courts and Alabama Plaza  
10 to sell both of those sites.

11 Okay. One last note, and I think I've  
12 covered just about everything. Crockett Place  
13 apartments, we talked about that briefly.  
14 Crockett Place Apartments is an apartment  
15 complex that was developed at Hawkins Mill up  
16 on Range that site has been developed by a  
17 private developer. A housing authority applied  
18 to HUD for authority to put 26 public housing  
19 units at that site, and that plan was approved.

20 Lease-up is occurring as we speak up on  
21 North Range Line Road. Some of you may know  
22 where that is, across from Crockett Park. So  
23 there are 26 public-housing units in that new  
24 development site-based waiting list. Okay.

1           RESIDENT, VENSON CENTER: That's being  
2 managed by who?

3           MR. KURTZ: That's --

4           RESIDENT, VENSON CENTER: All these units  
5 you just told us about, Ford Road, those are  
6 going to be managed by who?

7           MR. KURTZ: Ford Road -- Ford Road is not  
8 in construction yet, but it will be managed by  
9 a privately-managed company.

10          RESIDENT, VENSON CENTER: Like all the  
11 rest of them?

12          MR. KURTZ: Right. Uh-huh.

13          RESIDENT, VENSON CENTER: You say it  
14 should be started when, Ford Road?

15          MR. KURTZ: Ford Road, we expect to start  
16 in the fall. We're trying to work some details  
17 getting the design underway. We're planning  
18 for submitting all the documentation for HUD  
19 and FHA approval this summer. If that all  
20 comes in together, we should be able to start  
21 in the fall.

22          RESIDENT, VENSON CENTER: Okay.

23          MR. KURTZ: Yes, sir. You have a  
24 question.

1           RESIDENT, VENSON CENTER: So you said the  
2 application is going to be at the -- we're kept  
3 at either one of them at the Ford apartments?

4           MR. KURTZ: I'm sorry, I didn't understand  
5 the question.

6           RESIDENT, VENSON CENTER: Just want to  
7 know where to go to place the application.

8           MR. KURTZ: You want to place an  
9 application?

10          RESIDENT, VENSON CENTER: Yeah, uh-huh.

11          MR. KURTZ: For which site?

12          RESIDENT, VENSON CENTER: I did go over  
13 that way before I moved when I moved here  
14 because it was all filled. That's not too far  
15 from where I move from.

16          MR. KURTZ: Okay. Well, if you're talking  
17 about the Ford Road area --

18          RESIDENT, VENSON CENTER: No. I'm talking  
19 the one on -- okay. Over there on Trigg.

20          MR. KURTZ: Okay. The Texas Courts?

21          RESIDENT, VENSON CENTER: Uh-huh.

22          MR. KURTZ: Now, we are preparing to sell  
23 that site.

24          RESIDENT, VENSON CENTER: Okay.

1           MR. KURTZ: Okay. And we don't have any  
2           -- in the immediate future we don't have any  
3           plans for further public housing units in that  
4           neighborhood.

5           RESIDENT, VENSON CENTER: Okay. Thank  
6           you.

7           MR. KURTZ: Okay. There's a question  
8           here? Do you have a plan to reconstruct the  
9           plumbing so that water won't flood the  
10          apartment units. Okay.

11          Okay. Let me take that back. I'll talk  
12          it over with Mr. Webb to see whether it's  
13          something that can be fixed now. We do know  
14          that there are some issues with the  
15          infrastructure of the building, and that's why  
16          we went through and looked at the entire  
17          structure and determined fairly significant  
18          cost to renovate the entire building.

19          One of the things that increases cost  
20          every time is that HUD has required us to look  
21          at visibility as a requirement when we  
22          renovate. If you notice, a lot of the door  
23          widths upstairs in the apartments aren't wide  
24          enough for handicap units. Well, when we

1 renovate, we have to change that, and that, of  
2 course, forces us to look at configuration in  
3 every unit, so that can become a costly thing  
4 that we have to do.

5 Yes?

6 RESIDENT, VENSON CENTER: Well, how  
7 long -- how long is it going to be before they  
8 do demolition, if they're going to do  
9 demolition?

10 MR. KURTZ: We don't have any plans in the  
11 immediate future. It's not in the plan for  
12 this year to do anything with it. So we don't  
13 have anything in the specific future as to when  
14 we would demolish this, if we would demolish  
15 this.

16 Okay. I think that covers just about  
17 everything I have. One last note, the housing  
18 authority does continue to look at acquisitions  
19 of other properties. In fact, I got a proposal  
20 from a company the other day that we're looking  
21 at, and we'll go out and take a look at that  
22 site to see if it's suitable for acquisition.  
23 We continue to have -- to look for  
24 opportunities so that we can work down some of

1           that backlog of people on the waiting list.

2           Okay. Are there any other questions for  
3 me? Well, I want to thank you-all for your  
4 attentiveness. We appreciate your comments.  
5 Please do submit them, and we will get an  
6 answer back to you.

7           Mr. Perry.

8           MR. PERRY: Ms. Phillips is going to come  
9 from the HOPE VI department. Remember, before  
10 you speak, raise your hand and say your name.  
11 It's very important because we're, you know,  
12 keeping a record of it. So raise your hand and  
13 say your name, all right, where she can hear  
14 it. Thank you.

15           MS. PHILLIPS: I've been asked to announce  
16 that if you have any questions, if you don't  
17 want to raise your hand and say your name, if  
18 you want to right it down, we'll get it to  
19 someone that can address your question.

20           I'm Luretha Phillips, I'm in the HOPE VI  
21 office, and I'm going present some of the items  
22 and some of the activities that we'll be  
23 working on in the next year. And as many of  
24 you know, the HOPE VI department is responsible



1 for coordination of major redevelopment  
2 efforts. We do that with the assistance of  
3 other MHA departments, particularly working  
4 with Mr. Kurtz and the capital improvement  
5 department.

6 But some of the items that we're working  
7 on -- I'm sure all of you know where College  
8 Park is. It was the old LeMoyne Gardens. We  
9 have completely redeveloped that site, and  
10 we'll officially close it out in March --  
11 actually, March the 31st.

12 We've rebuilt 411 units. All the families  
13 have moved back in, the families that came from  
14 the old LeMoyne Gardens, in addition to other  
15 public housing residents, that moved to that  
16 site. We've sold 70 homes out there, and all  
17 of those families have moved in, have closed  
18 and moved in as well.

19 For Uptown, as Bob mentioned to you, we  
20 have 936 units out at Uptown. We'll be  
21 finishing that site up this year, by  
22 December 31st of '06. Hopefully, we will  
23 finish that site up. We have 100 what we call  
24 our scattered site public housing. These are

1           single-family homes, but they're rental homes,  
2           and those are for families that qualify to go  
3           into the single-family setting. They're  
4           similar to -- they're individual 3-, 4-, and  
5           some 5-bedroom homes for those families that  
6           qualify at the HOPE VI sites.

7                     We have University Place -- I'm sorry, go  
8           ahead, ma'am.

9                     RESIDENT, VENSON CENTER: Sherry Martin.  
10           I don't understand what you mean when you're  
11           saying you're going to close them out. What  
12           does that mean?

13                    MS. PHILLIPS: Oh, we're going to finish  
14           all of the construction for them.

15                    RESIDENT, VENSON CENTER: Oh.

16                    MS. PHILLIPS: Excuse me, we're going to  
17           finish all the construction activity, move the  
18           families back in, and sell the homes that have  
19           to be sold, and finish the whole grant activity  
20           by the end of December of this year.

21                    RESIDENT, VENSON CENTER: Okay.

22                    MS. PHILLIPS: And we have 120 houses that  
23           are for sale. 106 single-family homes that are  
24           for rent by public housing families.

1           We have a 69 -- this is for Uptown, which  
2           used to be the old Hurt Village. We have a 69  
3           unit senior-only facility that we will close on  
4           that property this month. And we will -- the  
5           date has not been told, but we'll close on it  
6           this month, then we'll start construction next  
7           month. And it's only 69 units. We should  
8           finish that up -- we're scheduled to finish it  
9           up by December 31st of this year.

10           So the families from the old Hurt Village  
11           will have a priority for going back. Those  
12           senior-only, 62 and above, and senior and  
13           disabled families. And there's no waiting list  
14           at this point because we have not begun  
15           construction, but probably some 3 to 4 months  
16           before the building is finished we'll have a  
17           waiting list.

18           And it'll be a site-based waiting list  
19           because it is on under private management. The  
20           management company has been selected, and that  
21           is Wesley, the same company that will be  
22           managing Fowler Homes, so they will --

23           MR. KURTZ: Latham Terrace.

24           MS. PHILLIPS: Latham Terrace, I'm sorry.

1 And they'll also be managing the senior  
2 facility over at Uptown. And I think the name  
3 is Uptown Senior Facility.

4 Yes, sir?

5 RESIDENT, VENSON CENTER: My name is  
6 Timothy Burksom, and I was just wondering what  
7 are the qualifications for Uptown Square --  
8 Uptown --

9 MS. PHILLIPS: Uptown Square or the --

10 RESIDENT, VENSON CENTER: Where Hurt  
11 Village used to be.

12 MS. PHILLIPS: Well, they're --

13 RESIDENT, VENSON CENTER: The  
14 qualifications.

15 MS. PHILLIPS: The basic qualification --  
16 they have different phases, but the basic  
17 qualification for the family rental units are  
18 the same as they are at public housing sites  
19 with the addition that we have what we're  
20 calling a SRA or a self-reliance agreement.  
21 Those families or individuals that are not  
22 exempt from the requirements of the  
23 self-reliance agreement have to work, have to  
24 be in a job-training program, or an education

1 program with the intent of getting a job after  
2 they finish that.

3 RESIDENT, VENSON CENTER: And what about  
4 folks that are disabled?

5 MS. PHILLIPS: Those that are disabled are  
6 exempt, and they just have to certify through a  
7 medical exemption that they are exempt from the  
8 working requirements of the SRA.

9 RESIDENT, VENSON CENTER: All right.

10 MS. PHILLIPS: Okay. That takes care of  
11 Uptown Square.

12 As far as University Place, where the old  
13 Lamar Terrace was, Bob's department was  
14 responsible for demolishing that entire site,  
15 and we will start -- after we close, hopefully  
16 this month as well, we will start construction  
17 of the first phase, which is the senior-only  
18 facility.

19 That's 118-unit facility that will have  
20 all the latest amenities, some that you have at  
21 this site and some other amenities that will be  
22 part of the senior building at Lamar Terrace or  
23 University Place. The new name is University  
24 Place.

1           So that building will be started in March  
2           and will be finished -- sometime in the spring  
3           we'll start the reoccupancy of that building.

4           RESIDENT, VENSON CENTER: But the whole  
5           thing's not going to be in senior living, is  
6           it?

7           MS. PHILLIPS: The 118 phase will be  
8           senior living, but there's another 370  
9           something units that will be for families,  
10          family rental and 68-unit home ownerships  
11          components. Some of the home ownership units  
12          will be on-site, about 28, I believe, on-site.  
13          And then the balance, which will be -- 38 will  
14          be off-site. Actually, it's another 40 will be  
15          off-site. So for a total of 68 units, home  
16          ownership units at University Place, excuse me.

17          The other part of the University Place  
18          site will be 150 public housing units, 101  
19          market rate units, and another 70, which we  
20          consider tax credits or affordable housing  
21          units that also public housing families could  
22          qualify for. Those phases would be developed  
23          between 2007 and 2009.

24          So there'll be a lot of units coming

1           online, some being demolished and some coming  
2           on line for the different sites.

3           Yes, ma'am?

4           RESIDENT, VENSON CENTER: Linda Ballard.  
5           Please explain to them the difference in home  
6           ownership and they're going into affordable  
7           housing.

8           MS. PHILLIPS: Well --

9           RESIDENT, VENSON CENTER: Difference  
10          because there -- now, I'm doing to tell our  
11          mind --

12          MS. PHILLIPS: Public housing --

13          RESIDENT, VENSON CENTER: Yeah. Our  
14          mind-set --

15          MS. PHILLIPS: Okay.

16          RESIDENT, VENSON CENTER: -- is that if we  
17          move into one of these places, we can own --

18          MS. PHILLIPS: Right.

19          RESIDENT, VENSON CENTER: -- that  
20          individual property, whether we work or on  
21          disability.

22          MS. PHILLIPS: Okay. Well, there's --  
23          there is a difference between -- at the new  
24          sites, what we call the revitalized sites,





1           there will be a self-reliance agreement that  
2           MHA will implement in this fiscal year for the  
3           public housing overall. But it will have  
4           different stipulations, but basically  
5           self-reliance -- if you're not exempt from the  
6           work requirement, you'll have to work. If you  
7           are, then you get that exemption, and you will  
8           not have the -- to fall under the requirements  
9           of the self-reliance.

10           Okay. That takes care of University  
11           Place. Again, we will start construction this  
12           quarter hopefully by -- well, by March, and  
13           then we'll be building that first phase through  
14           2007 and then complete that project in 2009.

15           The four HOPE VI that we receive is for  
16           Dixie Homes, and as Bob mentioned, Dixie Homes,  
17           currently we were awarded in October a  
18           \$20 million HOPE VI grant. That's from HUD.  
19           And the project overall would be about  
20           \$70 million at the end of the day.

21           We have to move some 500 families out of  
22           that development. That's a major -- probably  
23           one of the most significant relocation  
24           processes that we've had to undergo, and we'll

1 start that process as soon as they receive  
2 their 90-day notice. And that will be sometime  
3 this month and go through probably over the  
4 next 9 months to a year a process of moving  
5 those families out. And they'll have to  
6 relocate to either -- the option is other  
7 public housing or to Section 8. So both of  
8 those will be available to those families.

9 As part of Dixie Homes, as Bob mentioned,  
10 it's a 404-unit redevelopment. There are 30  
11 units that will go under a what we call a  
12 lease-purchase program for those families that  
13 want home ownership can lease the unit and then  
14 purchase that unit, and that'll be built on the  
15 vacant land that is on the Cleaborn Homes site,  
16 and you-all know where Cleaborn Homes, near  
17 that significant facility over there. So  
18 over -- it's still in the area.

19 The Dixie Homes, the 48 -- 46-unit -- no,  
20 excuse me, 46-acre site, again, we'll have to  
21 demolish the entire site and relocate the  
22 families, but we'll relocate them first.

23 I think that's pretty much the highlight  
24 of what we have in the HOPE VI department. Any

1 of you have any questions?

2 Yes, ma'am.

3 RESIDENT, VENSON CENTER: My name is  
4 Delulah Blair. Referring to the sites that you  
5 was talking about as far as ownership of, you  
6 know, purchasing or leasing the house or  
7 apartment or whatever, you mentioned something  
8 about stip- -- you know, stipulations.

9 MS. PHILLIPS: Yes, ma'am.

10 RESIDENT, VENSON CENTER: Is one of the  
11 stipulations for the requirement based on the  
12 credit rating? Will they do a credit check for  
13 the --

14 MS. PHILLIPS: Yes, ma'am. For those that  
15 are coming back to the apartments?

16 RESIDENT, VENSON CENTER: Uh-huh.

17 MS. PHILLIPS: Yes, ma'am, they will.  
18 That's part of the basic criteria. There will  
19 be a background check, there will be a credit  
20 check, there will be a landlord verification,  
21 and they take all of that -- and then, of  
22 course, compliance with the SRA and a  
23 housekeeping requirement. They will come out  
24 and do a housekeeping inspection before

1           anybody, and that's for the people that are  
2           market rate or the people that are already  
3           public housing.

4           Everybody gets treated the same, and the  
5           private manager -- we know already that that's  
6           part of their criteria, and it's also part of  
7           the housing authority's criteria for public  
8           housing residents as well. So they'll do all  
9           of that as part of their overall screening  
10          process.

11          RESIDENT, VENSON CENTER: Thank you.

12          MS. PHILLIPS: Yes, ma'am.

13          RESIDENT, VENSON CENTER: If they give  
14          Section 8 vouchers, how long will those Section  
15          8 vouchers be good for?

16          MS. PHILLIPS: Ma'am, you want to give  
17          your name?

18          RESIDENT, VENSON CENTER: Marquita Green.

19          MS. PHILLIPS: Okay. How long are the  
20          Section 8 vouchers good for?

21          RESIDENT, VENSON CENTER: Uh-huh.

22          MS. PHILLIPS: Probably someone in Section  
23          8 is better qualified to answer that, but  
24          you'll get a specified period of time to shop

1 your voucher.

2 RESIDENT, VENSON CENTER: Uh-huh.

3 MS. PHILLIPS: Once you decide that you  
4 want Section 8, then you will be given a  
5 timeframe by which you can identify housing.  
6 And then, of course, you have to fall under the  
7 criteria for qualifying for Section 8. But to  
8 answer your question in terms of how long you  
9 have before --

10 RESIDENT, VENSON CENTER: No. What I'm  
11 saying if you -- you already in Section 8  
12 housing, would you be able to relo- -- would  
13 you be able to still stay there after your --

14 MS. PHILLIPS: Right.

15 RESIDENT, VENSON CENTER: After your  
16 voucher is over, you know.

17 MS. PHILLIPS: Okay. For -- and I think  
18 I'm kind of getting confused. Once -- for  
19 those that are in Dixie Homes --

20 RESIDENT, VENSON CENTER: Uh-huh.

21 MS. PHILLIPS: -- if you decide that  
22 Section 8 is your temporary move, you will  
23 apply to Section 8 and be qualified under the  
24 Section 8 program.

1           RESIDENT, VENSON CENTER: Oh.

2           MS. PHILLIPS: When the units are ready,  
3 if you decide that that is your permanent move  
4 and that you want to stay in your Section 8  
5 unit, then as long as you're following, you  
6 know, the criteria, paying your rent, and  
7 applying, you know, all of the criteria for  
8 Section 8, then you can, you know, keep your  
9 Section 8 voucher. And your recertification.

10          MS. PARTEE: You're recertified every year  
11 for Section 8.

12          MS. PHILLIPS: Just as you are for public  
13 housing. Are there any other questions?

14          RESIDENT, VENSON CENTER: So the list is  
15 open for those people --

16          MS. PHILLIPS: For Dixie.

17          RESIDENT, VENSON CENTER: And -- yeah, in  
18 Dixie because they have to be relocated.

19          MS. PHILLIPS: Yes, ma'am. Because --

20          RESIDENT, VENSON CENTER: Regular Section  
21 8 is closed. Is that not what you said at the  
22 beginning of the meeting?

23          MS. PHILLIPS: That's true.

24          RESIDENT, VENSON CENTER: So you just

1           can't go and apply for Section 8.

2           MS. PHILLIPS: Right. And I'm not sure  
3           when Section 8 will reopen. But HUD has given  
4           for the Dixie Homes relocation 385 vouchers, so  
5           the families at Dixie -- it's 400, I believe,  
6           71 families currently at Dixie. So some of  
7           those that want to choose a Section 8 option  
8           and qualify for Section 8 will take the Section  
9           8 voucher. The rest will have to be relocated  
10          to public housing, if that is their option, or  
11          some other private option.

12          RESIDENT, VENSON CENTER: Are you talking  
13          about us moving to Dixie Homes if we want to?

14          MS. PHILLIPS: Dixie Homes will be torn  
15          down, but after it's rebuilt, there will be  
16          priority for the Dixie Homes residents to go  
17          back first, and then we will open it up for  
18          those that qualify to come back. Those other  
19          public housing residents receive second  
20          priority, but Dixie Homes residents receive  
21          first priority.

22          RESIDENT, VENSON CENTER: Okay, then.

23          MS. PHILLIPS: And there will be 175  
24          public housing units built as far as the Dixie

1 Homes.

2 RESIDENT, VENSON CENTER: That's great.

3 MS. PHILLIPS: Sir, you have a --

4 RESIDENT, VENSON CENTER: What kind of  
5 credit will it take -- what kind of credit are  
6 y'all looking for?

7 MS. PHILLIPS: You would have to contact  
8 the Section 8 department. If -- I'm not sure  
9 that -- of their criteria.

10 MS. PARTEE: Rental credit, you have to be  
11 able to get utilities on in your name. And  
12 something -- yeah, that's basically what they  
13 look at. And what kind of rental history you  
14 have with your previous place of housing.

15 RESIDENT, VENSON CENTER: Are you living  
16 in housing.

17 RESIDENT, VENSON CENTER: That's good.  
18 That's good.

19 MS. PHILLIPS: Okay. Does anyone else  
20 have any questions? All right. Thank you.

21 RESIDENT, VENSON CENTER: Thank you.

22 MR. PERRY: All right. If everyone  
23 listen, I have a little announcement. The  
24 comment period, we have what you call a 45-day



1 comment period. The five-year annual plan was  
2 placed in the library on the 1st of February,  
3 and the comment period expires March the  
4 19th -- March 19th, 2006. The public hearing  
5 on the annual plan, the 5-year plan, is  
6 scheduled now for the 21st, and I believe it  
7 is at 10:00 a.m. on the 21st of March.

8 The board meeting, which will probably  
9 have to be a special board meeting, which will  
10 hopefully be March 30th, a special board  
11 meeting, to approve the plan.

12 Okay. So those are -- the key dates,  
13 though is March 19th date for your comments, so  
14 all comments received by the housing authority  
15 by March 19th will be considered. You have a  
16 public hearing, and then those comments will be  
17 considered again at the public hearing on the  
18 21st. Key dates 19th, 21st.

19 And then plans will be approved again at  
20 the open board meeting, which is the 30th of  
21 March, we'll probably call a special board  
22 meeting. That's kind of tentative on the  
23 special, but hopefully be the 30th of March.

24 Now, is any further persons? If not,

1 we're going to go to another development.

2 RESIDENT, VENSON CENTER: Well, the only  
3 thing that you said that I guess I got anything  
4 out of it, sir, as far Venson Center would be  
5 my major concern, right, as a resident?

6 MR. PERRY: Since you live here.

7 RESIDENT, VENSON CENTER: Huh?

8 MR. PERRY: Right.

9 RESIDENT, VENSON CENTER: Right. So  
10 nothing's going on here except we're getting a  
11 new awning out front, right?

12 MR. PERRY: That's --

13 RESIDENT, VENSON CENTER: That's it.

14 MR. PERRY: -- correct.

15 RESIDENT, VENSON CENTER: That's it.

16 MR. PERRY: Right.

17 RESIDENT, VENSON CENTER: That's it.

18 MR. PERRY: Everything is status quo right  
19 now.

20 RESIDENT, VENSON CENTER: I mean, all that  
21 Section 8 stuff and all this thing ain't  
22 nothing to do with us.

23 MR. PERRY: Again, if you have any  
24 suggestions, you have until March 19th to put

1           those in writing and send them to -- or either  
2           deliver them to your president.

3                   RESIDENT, VENSON CENTER: Now, our  
4           president did ask about something out there on  
5           the patio.

6                   What did you say, President?

7                   MS. HENDERSON: I said that they -- Marie  
8           Henderson. They did come over and did  
9           assessment of the cameras and finished  
10          completing the cameras for our building on the  
11          outside. We haven't had -- heard anything  
12          about the cameras.

13                   MR. PERRY: Mr. Kurtz is going to find out  
14          that for you. He's going to get back with the  
15          president and let her know where she can inform  
16          you. But, again, remember this: You can make  
17          suggestions. If you want to us to do X, Y, and  
18          Z, you have a right to make those suggestions,  
19          and we will consider those comments in the  
20          overall plan. They may or may not be --

21                   RESIDENT, VENSON CENTER: Done.

22                   MR. PERRY: -- done, but you have a right  
23          to make those suggestions, and we must consider  
24          those suggestions, all right?

1           RESIDENT, VENSON CENTER: What about  
2           current maintenance, you know, just -- is that  
3           in the plan or --

4           MR. PERRY: The current maintenance is --  
5           and we try not to get into the current  
6           maintenance.

7           RESIDENT, VENSON CENTER: Well --

8           MR. PERRY: We're going to -- the reason  
9           why I say that, the current maintenance --  
10          we'll have to let you talk to the assistant  
11          manager of the apartment, which is over  
12          maintenance here, about the maintenance. But  
13          the current maintenance is not just plans for  
14          as mentioning the plan because we don't  
15          maintain maintenance.

16          RESIDENT, VENSON CENTER: Okay.

17          MR. PERRY: It's in the plan, but as far  
18          as just -- we're trying to get the overall --

19          RESIDENT, VENSON CENTER: Same-old,  
20          same-old.

21          MR. PERRY: Hopefully, it'll be improved.

22          RESIDENT, VENSON CENTER: My name is  
23          (inaudible) we just -- I was wondering -- they  
24          had said something about cabling, trying to get

1 cable over here. I just want to know  
2 because --

3 MR. PERRY: The latest word I have on  
4 cable -- I did check on the cable. As far as  
5 we know now, there is --

6 RESIDENT, VENSON CENTER: I just wanted  
7 to know.

8 MR. PERRY: Cable is not in this -- for  
9 this development. Cable is not in the plan,  
10 not in this year's plan.

11 RESIDENT, VENSON CENTER: There ain't  
12 nothing in the plan for us.

13 MR. PERRY: And I do not believe it's in  
14 the five-year plan.

15 RESIDENT, VENSON CENTER: What, did y'all  
16 squash that?

17 MR. PERRY: As far as we know right now,  
18 it is --

19 RESIDENT, VENSON CENTER: They come in and  
20 did a survey and everything.

21 MR. PERRY: A survey. But right now it  
22 has been -- if you want to say squashed, but it  
23 is not in the plan.

24 RESIDENT, VENSON CENTER: What about

1 satellite? What about new antennas? We can't  
2 get Channel 5, we can't get Channel 24. We  
3 didn't even see Super Bowl last night. We've  
4 had no television.

5 MR. PERRY: Let me say this: I've got the  
6 comments on cable. That's going through all  
7 the high-rises. And, again, I will -- Bob and  
8 I will talk to the necessary people. But my  
9 understanding is --

10 RESIDENT, VENSON CENTER: Please get us a  
11 antenna. If can just get the little five local  
12 channels -- get five local stations. I mean,  
13 that's one reason I'm sure we have some of the  
14 problems with the people down here. They ain't  
15 got no TV to look at.

16 MS. HENDERSON: Please, after Ms. Paula,  
17 please, you-all, because they've got to go on  
18 to another development.

19 RESIDENT, VENSON CENTER: But, yeah, we  
20 hear. Take care of us.

21 MS. HENDERSON: Finish, Paula. Finish out  
22 the question.

23 RESIDENT, VENSON CENTER: My name is Paula  
24 Gilke-Butler. My -- my concern is, is it any

1 way possible, any way possible that you-all can  
2 go back and negotiate to -- I know that we are  
3 supposed to look out for ourselves, but it is  
4 such a need here in this building that we do  
5 have a security back again because, I mean, we  
6 do still have people -- we have certain people  
7 that are allowing people to come in and out of  
8 our building, and to the respect of our  
9 elders -- I mean, they -- you know, it --  
10 it's -- it's not safe. And I felt so safe when  
11 I first moved here knowing that we had that,  
12 but now we have people that are coming in this  
13 building, walking around with their clothes  
14 off, privacy hanging out, hanging out in -- in  
15 our laundry room. And, I mean -- and there --  
16 and it's drug. We know -- I mean, that's not  
17 something that you just can't hardly get rid  
18 of.

19 But all at the same time, you don't -- you  
20 should feel a little safe of coming in and out,  
21 because -- the reason I say that is because  
22 this is a great big building and our location  
23 where we are. And we have people that are on  
24 the street or actually -- which it is a lot of

1 people, and certain people in here fault for  
2 allowing them to come in because they did put  
3 up a new door. But all at the same time, it's  
4 not -- it's not good. It's not healthy.

5 MR. PERRY: Okay. We'll --

6 RESIDENT, VENSON CENTER: So that's all.

7 MR. PERRY: Let me say this to all of you.

8 Your resident president has been telling us  
9 that, so on security we see what's coming.  
10 But, again, you have the -- and your comment is  
11 going for the record. But, again, you have the  
12 right to send us in written comments before  
13 March the 19th. And you can exercise your  
14 rights and -- you know, it's like voting. You  
15 know, sometimes somebody may lose by two votes,  
16 and they're going to wish, if I could have  
17 gotten 5 more people out to vote, I would have  
18 won the election. So sometimes numbers help.

19 So I'm telling you again, you have a right  
20 to comment, and I would advise you to exercise  
21 your right to comment, and we have to consider  
22 your comments. Okay.

23 And I understand about security. We've  
24 been hearing those comments. You want security



1 back in the high-rises.

2 RESIDENT, VENSON CENTER: Because --

3 MR. PERRY: The only problem is, there's  
4 also a thing called financial -- the monetary,  
5 but we'll look -- no, we'll look at that. But  
6 we've heard your comments and we'll look at  
7 that. I don't promise you that we'll have  
8 security, but I promise you we'll try to do  
9 something to help you.

10 RESIDENT, VENSON CENTER: Thank you.

11 MR. PERRY: Make sure it's a safe  
12 environment.

13 MS. HENDERSON: Okay. Please keep your  
14 seat, Mr. Walters.

15 After --

16 MR. PERRY: Thank you.

17 MS. HENDERSON: Thank you, Mr. Perry.

18 Please keep you-all seated. We're not  
19 going to be before you-all long. Mr. Sanders  
20 going to come up because -- Mr. Sanders, come  
21 on.

22 MR. PERRY: One more thing I'll point out  
23 to you. On your comment, direct them to  
24 Mr. Robert Lipscomb, the executive director of

1           Memphis Housing Authority, okay? And, again, I  
2           can say you can always give them to your  
3           resident president, but you want to send them  
4           directly, Mr. Robert Lipscomb, 700 Adams. All  
5           right? Thank you.

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## 1 C E R T I F I C A T E

2

3 STATE OF TENNESSEE:

4 COUNTY OF SHELBY:

5

6 I, L. Brittiny Mays, Court Reporter and  
7 Notary Public, Shelby County, Tennessee,  
8 CERTIFY:

9 The foregoing proceedings were taken before me at  
10 the time and place stated in the foregoing styled cause with  
11 the appearances as noted.

12 Being a Court Reporter, I then reported the  
13 proceedings in Stenotype, and the foregoing pages contain a  
14 true and correct transcript of my said Stenotype notes then  
15 and there taken.

16 I am not in the employ of and am not related to  
17 any of the parties or their counsel, and I have no interest  
18 in the matter involved.

19 I further certify that in order for this document  
20 to be considered a true and correct copy, it must bear my  
21 original signature and that any reproduction in whole or in  
22 part of this document is not authorized and not to be  
23 considered authentic.

17

18 Witness my signature this the 28th  
19 day of February, 2006.

19

\_\_\_\_\_  
L. BRITTINY MAYS, Court Reporter

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24

1 MEMPHIS HOUSING AUTHORITY ANNUAL FIVE YEAR PLAN

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SITE: BORDA TOWERS

9

FEBRUARY 07, 2006

10

4:30 P.M.

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12

13 PRESENT FROM MEMPHIS HOUSING AUTHORITY:

14

ROBERT KURTZ

15

LURETHA PHILLIPS

16

JACKIE PARTEE

17

VERNUA HARAHAN

18

19

20

21

L. BRITTINY MAYS, COURT REPORTER  
ALPHA REPORTING CORPORATION  
100 NORTH MAIN BUILDING, LOBBY  
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22

23

24



1           MR. KURTZ: Okay. I'd like to get  
2 started, if I could, please. If I could get  
3 everybody's attention. It might be helpful,  
4 since we don't have that many people here, if  
5 some of the people could move up closer to the  
6 front.

7           We do have a court reporter here,  
8 Ms. Brittiny, and she's going to be taking down  
9 comments for our future reference, and we want  
10 to make sure we hear everybody. So if you  
11 would please move forward so I don't have to  
12 shout too much.

13           BORDA TOWER PRESIDENT TATE: Excuse me,  
14 everybody. If you have cell phones, cut them  
15 off so y'all can listen to what's being said.  
16 And when you get to a point to where y'all want  
17 to ask questions, please raise your hand and  
18 state your name. This lady -- this is being  
19 recorded. They're taking your remarks and  
20 everything. This is for y'all. This is about  
21 what's going to happen in the next five years.  
22 Y'all need to be listening very well. Did  
23 everyone hear that? Did everyone hear that?

24           THE GUESTS: Yes.

1           BORDA TOWER PRESIDENT TATE: Have your  
2 cell phones off, listen and pay attention to  
3 what's going on. This is for y'all. This is  
4 about the five-year plan. Y'all need to listen  
5 to this very well. Everybody don't just come  
6 in and sit to the back. Move up to the front  
7 to where y'all can all hear. It's plenty of  
8 room in here right now.

9           MS. PHILLIPS: The drink machines, that's  
10 why I was saying people need to move up because  
11 you can't hear.

12           BORDA TOWER PRESIDENT TATE: Good evening,  
13 everybody. I sent these flyers out last week  
14 this is on the five-year plan. All week long  
15 I've been asking people and telling people and  
16 reminding them to come to the meeting. Y'all  
17 know how some of us are, we're just --  
18 something that's supposed to be for us, we  
19 don't -- we really don't want to pay it no  
20 attention, then all the ones here after the  
21 meeting is over, then everybody want to know  
22 what goes on in here. That's going to be their  
23 problem because I'm not going to repeat over --  
24 what, it's about another 106 people in here --

1 repeat it another 160 something times. Then  
2 come in and move up toward the front up here.

3 Well, we're going to get started, go on  
4 and get on time. Well, Mr. Kirk -- what is it,  
5 Kirkland?

6 MR. KURTZ: Kurtz.

7 BORDA TOWER PRESIDENT TATE: Mr. Kurtz is  
8 here to present his presentation to you-all  
9 about the five-year plan for Memphis housing  
10 for the next five years what's supposed to be  
11 going on, so y'all give him y'all's attention,  
12 please. As a matter of fact, let's welcome him  
13 to Paul Borda Towers.

14 MR. KURTZ: I appreciate that. Thank you.  
15 It's good to be back again to Borda Towers. I  
16 was here probably about three weeks ago. I  
17 know I've got some emergency repairs that we've  
18 got to do here on the first floor. Some of  
19 them coming out of the mechanical room and got  
20 some pipes that need to be repaired. We're  
21 going to be working that repair along with the  
22 staff of the building.

23 Because of the way some of those pipes are  
24 in the mechanical room, we need a special



1 contractor to come in to remove the asbestos.  
2 Once that's done, then the regular plumbers can  
3 come in and they will go ahead and fix those  
4 pipes that are causing some of these leaks  
5 along this first floor.

6 While I was here during that visit, I  
7 noticed that we really didn't have any  
8 ventilation in these common area bathrooms on  
9 the first floor, so that's another thing that  
10 we're going to work this -- within that same  
11 contract. We're going to add some ventilation  
12 there. And we're also going to look above the  
13 ceiling line on this first floor. I noticed  
14 that there were some areas that really need to  
15 be fixed and improve the fire safety in that  
16 corridor.

17 So I haven't had a chance to look beyond  
18 the first floor. That's what I know in the  
19 immediate future we're going to be working here  
20 in Barry Towers with one of my senior project  
21 managers, Michael Robinson.

22 Mr. Perry, Greg Perry, our staff attorney  
23 normally presents the first portion of this  
24 annual plan and five-year plan discussion, but

1 he unfortunately was not able to make it in  
2 today. I'm going to cover his section.

3 After that, I will ask Ms. Phillips,  
4 Luretha Phillips, our assistant director of  
5 asset management, head of the HOPE VI  
6 department, to give a discussion on all the  
7 HOPE VI activities that we have under way, and  
8 then I'll follow up with a comprehensive review  
9 of each of the developments and what we have  
10 envisioned for the next year and subsequent to  
11 that.

12 The vision of the housing authority  
13 remains the same, to become a national model in  
14 community revitalization. We intend to do that  
15 to provide community revitalization through a  
16 seamless system of support services, affordable  
17 housing, and new business development.

18 As you know, we are continuing to work  
19 through case management at each of the sites  
20 and helping with self-reliance. That's a goal  
21 that we have, along with providing safe and  
22 affordable, clean housing.

23 The goals of the agency are these: First,  
24 increase the availability of decent, safe, and



1           remember we had 19 developments. We're now  
2           down to about 8 or 9 developments that are  
3           purely public housing. The rest have either  
4           been demolished or are pending sale or have  
5           been sold. The ones that we have demolished  
6           and retain the land, we are working on our plan  
7           as far as reconstruction on those sites, and  
8           I'll talk about that later on.

9                     We're guaranteeing housing for current  
10           residents. We do have mobility counselors for  
11           training of residents. We're renovating viable  
12           family housing where that's possible. And we  
13           have senior or disabled developments. In this  
14           case we have specifically four designated  
15           sites. Both Ms. Phillips and I'll talk about  
16           that a little bit later.

17                    We are going to reduce our vacancy rate.  
18           One of the -- one of the chief things that's  
19           going to help us in that effort is our need to  
20           relocate all the residents from Dixie Homes as  
21           part of the HOPE VI grant there.

22                    We do have site-based professional  
23           management. Those properties that have been  
24           reconstructed or revitalized are normally run

1 by a private management company under contract  
2 with the housing authority. We do have  
3 coordinated case management systems, and that's  
4 and integral part of everything we do in the  
5 revitalization process.

6 We want to enhance job opportunities.  
7 Many of you know we do have a resident  
8 employment training center at the housing  
9 authority, and every one of our contracts that  
10 we do for construction, we encourage  
11 contractors to coordinate with our office,  
12 Mr. Bruce Young, to help locate employment.

13 Housing needs as listed in our plan, we  
14 have over 2900 families on the Section 8  
15 waiting list, and we have over 10,000 families  
16 on the public housing waiting list. We have  
17 closed both of those waiting lists based on the  
18 large backlog.

19 Overall we have over \$151 million in  
20 federal grants, prior year federal grants,  
21 rental income, other income, na nonfederal  
22 sources. That covers the whole gamut of our  
23 operation, our redevelopment efforts. If you  
24 want to see more of where all that money is

1 allocated and where it comes from and where it  
2 goes to, you can see in pages 16 and 17 of the  
3 annual plan.

4 Okay. We are at the -- at the direction  
5 of HUD, we are moving into the asset management  
6 function, which means we look at each of the  
7 properties and try to view them as a business  
8 and make them work economically. That includes  
9 evaluating their long-term operating costs,  
10 capital investment requirements, and that looks  
11 to whatever it would take for rehabilitation  
12 renovation, modernization, or possibly sale  
13 distribution.

14 That's an overview of the plan. Let me  
15 touch base on three key points before I ask  
16 Ms. Phillips to come and address the HOPE VI.

17 First of all, the housing authority does  
18 have the plan available for viewing at the  
19 central office in the human resources  
20 department on the first floor. It's also  
21 available at the public library, Poplar Avenue.  
22 And if we don't have it here, it will be  
23 placed -- not here yet, okay. We will have  
24 that plan produced and delivered to this

1 management office for your opportunity to  
2 review it.

3 The public comment period on this plan  
4 runs from February 1st, 2006 through March  
5 19th, 2006. Every year we do visit each of  
6 the developments and we encourage resident  
7 participation, resident input, resident  
8 questions so that we can incorporate those  
9 thoughts into our planning efforts.

10 We do have an additional public hearing  
11 scheduled on March 21st, 2006 where anybody,  
12 you know, the general public, anybody among the  
13 public housing residents can come to that  
14 hearing and make their comments.

15 After that the staff will review those  
16 comments, incorporate those that are feasible  
17 to the overall plan, and then the board will  
18 take action on the plan on March 30th, 2006.  
19 After that approval from the board, we would  
20 submit that plan to HUD. HUD has 75 days to  
21 review it and approve it. It will take effect  
22 July 1st, 2006.

23 Yes, sir.

24 BORDA TOWER PRESIDENT TATE: Where is that

1 meeting going do be held and what time?

2 MR. KURTZ: The public hearing on the  
3 21st of March --

4 BORDA TOWER PRESIDENT TATE: Yes.

5 MR. KURTZ: -- will be at the Memphis  
6 Housing Authority in the board room. And I  
7 don't know if I have the plan -- the hour, but  
8 we'll make sure we get that distributed to you.

9 BORDA TOWER PRESIDENT TATE: Okay.

10 MR. KURTZ: Okay. I think I'll turn it  
11 over to Ms. Phillips, and she can address HOPE  
12 VI, and then I'll cover overall capital  
13 improvements.

14 MS. PHILLIPS: Okay. Good afternoon,  
15 everybody.

16 THE GUESTS: Good afternoon.

17 MS. PHILLIPS: Okay. I'll try to  
18 summarize quickly -- very quickly what's going  
19 on in the HOPE VI department. HOPE VI, as many  
20 of you know, is about building neighborhoods,  
21 tearing down the dilapidated structures that  
22 are the old public housing and revitalizing  
23 those sites and rebuilding those sites and  
24 providing social services to help residents



1           that are on the -- that want to become  
2           self-sufficient to become self-sufficient and  
3           to live in those revitalized sites.

4           I hope everybody can hear me.

5           Okay. We have -- currently have four HOPE  
6           VI's that we're administering through the HOPE  
7           VI department, and that's my department. I'm  
8           assistant director of asset management and  
9           responsible for the management of the HOPE VI  
10          department.

11          Our first HOPE VI was awarded in 1995, and  
12          many of you know is College Park now. It was  
13          LeMoyne Gardens. And we have completely  
14          rebuilt that site, and hopefully we'll close  
15          out and finish all of the remaining  
16          construction and financial obligation for that  
17          site in March of this year.

18          Our second HOPE VI was awarded in 2000,  
19          and that was for our Uptown property. We tore  
20          down the old Hurt Village and rebuilt that  
21          site. We're about 60 percent, 65 percent  
22          complete at this point with rebuilding 936  
23          units for mixed income housing. That means  
24          that you have renters, you have home owners,

1           you have market rate, you have public housing,  
2           and you have affordable housing all in the same  
3           area like it used to be. You know, everybody  
4           lives together in either mixed income housing,  
5           your -- you have your market rate units, you  
6           have your apartments, and your apartment  
7           buildings, and you have your single-family  
8           homes.

9           Uptown, as we mentioned, is about 60,  
10          65 percent complete. We will close in the  
11          next -- probably in the next 15 to 21 days on  
12          our senior building. We're going to have a  
13          senior-only facility that will serve families  
14          that are 62 and above. Those families may or  
15          may not be disabled, but their 62 and above.  
16          The 69 units, 1-bed -- all the 1-bedroom units.  
17          I believe it's 3 stories, and it's going to be  
18          built in the north Memphis or Greenlaw  
19          community.

20          Also, as part of that site we have the  
21          metropolitan apartments. That's 114-unit  
22          structure. We have Greenlaw apartments, which  
23          is -- some of you may have seen Uptown Square,  
24          which is surrounding of Barry Homes

1 development. All those of those phases are  
2 complete, and we have reoccupied the sites with  
3 the residents that relocated from Hurt Village  
4 and other residents that would qualify for  
5 those sites.

6 We have 106 public housing units that will  
7 be rebuilt. Those are single-family homes for  
8 public housing residents, three- to  
9 five-bedroom homes in that what we call  
10 scattered site. They're in and around the  
11 downtown and north Memphis area.

12 Our third HOPE VI is University Place.  
13 It's the old Lamar Terrace. Lamar Terrace has  
14 been torn down from our capital improvements  
15 department, and we're looking at starting our  
16 first phase of construction next month. That  
17 will be in a 118 senior development. That is  
18 for senior only, 62 and above. 82 of those 118  
19 units will be public housing units for public  
20 housing families in 1- and 2-bedroom  
21 apartments.

22 Our next phase of the University Place,  
23 which will be a total of 491 units, will be  
24 developing in '06 through '09, and we'll have

1 to complete those in 2009, all 491 units for  
2 public housing single-family rental --  
3 single-family rental apartments and --  
4 multifamily apartments, excuse me, and  
5 single-family homes. And that's all in the  
6 Lamar Terrace area.

7 The final HOPE VI, which we just got  
8 awarded in October of last year for Dixie  
9 Homes, it's another \$20 million grant, and  
10 we'll use that plus funding from the State of  
11 Tennessee and funding from the City of Memphis  
12 to redevelop the Dixie Homes area. And as many  
13 of you know, this is on Poplar.

14 We're going to tear down that entire  
15 development and rebuild with 404 units for,  
16 again, single-family homes, 30 of those, plus  
17 175 public housing units, 74 affordable units  
18 for low-income family community residents, and  
19 155 market rate units.

20 Dixie, we won't get started with that  
21 development until we relocate all the families.  
22 That's going to take some 9 to 12 months to do  
23 that. And once we tear it down, we'll go  
24 through a process of redeveloping with those

1           400 units, and bring them back on-site and  
2           off-site as well. Part of the units will be  
3           built in the south area on land that the  
4           housing authority owns that was part of  
5           Cleaborn Homes.

6                    So we're looking forward to redeveloping  
7           those four initiatives with the help of our  
8           local development partners and redeveloping  
9           some -- looks like 2100 units with those 4  
10          developments. Over the next 5 years, we'll  
11          bring back about 2100 units.

12                   Do any of you have any questions?

13                   BORDA TOWER PRESIDENT TATE: Yes. How  
14          much of that 2100 units is going to be based  
15          for seniors?

16                   MS. PHILLIPS: For seniors? 311 units  
17          will be designated for senior-only, but you  
18          have to look at it in different ways. We have  
19          500 and -- a little over 500 something public  
20          housing units. 311 of those units will be for  
21          senior-only, but our senior residents can also  
22          choose to live in the family development. They  
23          don't have to live in the senior building, but  
24          that is an option available to them for those

1           62 and above. If they choose not to live in a  
2           senior building, they can live on the  
3           development in the family section.

4           BORDA TOWER PRESIDENT TATE: What about  
5           the ones that are handicapped? Which there are  
6           a lot of us in here have -- you know, we -- we  
7           all have different handicaps. And how much of  
8           those are going to be able -- you said that's  
9           for seniors, it's just for the seniors.

10          MS. PHILLIPS: Right.

11          BORDA TOWER PRESIDENT TATE: There are a  
12          lot of them in here that are not exactly  
13          seniors but they're disabled.

14          MS. PHILLIPS: Right. Typically 5 percent  
15          of the units are built to handicap-accessible  
16          standards, and on top of that another 2 percent  
17          are built what we called visitable. They have  
18          some handicap features in --

19          BORDA TOWER PRESIDENT TATE: That's for  
20          people that can't hear?

21          MS. PHILLIPS: Right. Some of them --

22          BORDA TOWER PRESIDENT TATE: For people  
23          that can't hear.

24          MS. PHILLIPS: Right. They have some

1 handicap and visitable features that we adapt  
2 to the new units. So if you say 5 percent of  
3 that 311 units will be built to those  
4 standards. And then on top of that another  
5 2 percent for those with other handicaps.

6 BORDA TOWER PRESIDENT TATE: So you're  
7 saying of the 300 something units that's --  
8 that's designated for seniors, 5 percent of  
9 that -- 5 percent of that -- that 300 --

10 MS. PHILLIPS: Right.

11 BORDA TOWER PRESIDENT TATE: -- is going  
12 to be designated for handicapped.

13 MS. PHILLIPS: Handi- -- well, it will  
14 have handicapped-accessible features in those  
15 units.

16 BORDA TOWER PRESIDENT TATE: Okay.

17 MS. PHILLIPS: And all of the new  
18 developments have that, I believe, that  
19 5 percent standard, and --

20 MR. KURTZ: A minimum of 5 percent --

21 MS. PHILLIPS: Right.

22 MR. KURTZ: -- and then an additional  
23 2 percent for audio/vision, yeah.

24 MS. PHILLIPS: Right. Now, for the Uptown

1 development they've gone above the 5 percent in  
2 making the units handicapped-accessible.

3 BORDA TOWER PRESIDENT TATE: That seems  
4 like that's going to be a mighty low -- very  
5 low.

6 MR. KURTZ: One of the other things that  
7 we've done with respect to that is based on  
8 HUD's encouragement, we've gone to adding  
9 what's known as visitable standards, which  
10 means we don't incorporate all of the features  
11 of a handicapped-unit, but every unit to the  
12 extent possible is made visitable, which means  
13 we have wider doorways, we've sloped into  
14 the -- typically in multifamily sites so that  
15 we have a much better means of helping people  
16 with a reasonable accommodation.

17 THE GUESTS: Ma'am, once the University  
18 you said so -- where Lamar Terrace was --

19 MS. PHILLIPS: Yes, ma'am.

20 THE GUESTS: My name is Jackie Nelson.  
21 Will anyone from a high-rise that's disabled be  
22 able to transfer into a single unit over there?

23 MS. PHILLIPS: Yes, ma'am. But there is a  
24 priority system.



1           THE GUESTS:  Okay.

2           MS. PHILLIPS:  There were a handful,  
3           about -- well, less than 20 residents -- senior  
4           residents that relocated from Lamar Terrace.  
5           There was 145 families overall that relocated,  
6           and we're going to come back with -- for  
7           University Place we're going to come back with  
8           150 in the multifamily setting of public  
9           housing units, but the priority will go first  
10          to those that we relocate from the site.

11          THE GUESTS:  Okay.

12          MS. PHILLIPS:  The second priority will go  
13          to those public housing residents that qualify  
14          for those sites.  And then the third priority  
15          or a lower priority would be those families  
16          that are from the general public that qualify  
17          to come back to those sites.

18          THE GUESTS:  Okay.  Betty Ford.  Which  
19          -- what's going do be the difference between  
20          the senior and the family?  Will everything  
21          still remain the same?  Such as on fixed income  
22          they'll all remain the same, whether you go to  
23          the senior or the family.  Which -- which  
24          ones -- okay.  You go to the family home thing,

1           what -- what's the difference between it and  
2           the senior?

3           MS. PHILLIPS:  Okay.  Well, the apartments  
4           will still be based on the -- qualifying for an  
5           apartment will still be based -- an  
6           income-based apartment.

7           THE GUESTS:  Uh-huh.

8           MS. PHILLIPS:  And the same qualifications  
9           in terms of rent, but the difference -- the  
10          real difference is for the senior-designated  
11          units, the household must be or have a senior  
12          that's 62 and above to qualify to go to one of  
13          the senior-designated units --

14          THE GUESTS:  Okay.

15          MS. PHILLIPS:  -- whereas you have here --  
16          you don't have to fall in that senior -- that,  
17          62-and-above population.  We've gone through a  
18          process and gotten HUD approval to designate 4  
19          developments for senior-only living, and those  
20          four developments -- there's one at Uptown in  
21          the north Memphis area.  There will be one at  
22          University Place, which is the old Lamar  
23          Terrace site.  There is a current existing  
24          senior-only development at College Park, which

1 is about a mile or two from Lamar Terrace. And  
2 then the fourth one will be Latham Terrace in  
3 the south area.

4 THE GUESTS: Okay. Well, your family  
5 homes, will they -- they have more space or?

6 MS. PHILLIPS: Well, the seniors will  
7 be -- at most of our sites there are  
8 one-bedroom and there are a smaller number at  
9 University Place, eight that are designated  
10 -- well, there are two two-bedroom units. At  
11 Latham Terrace, I believe, there is another  
12 eight. There's --

13 MR. KURTZ: Seven one-bedroom and eight  
14 two-bedroom.

15 MS. PHILLIPS: Okay. 8 two-bedroom units.  
16 At College Park we have 12 two-bedroom units  
17 and 68 one-bedroom units. And so it's a mix  
18 for those families that -- or those households  
19 that it may be one than, of course, one in the  
20 household.

21 THE GUESTS: My name is Ameda Geen and I  
22 just want to ask a question. So what you're  
23 saying, we're fixing to move, leave after five  
24 years?

1 MS. PHILLIPS: No. That's not what we're  
2 saying. You're asking about the purpose of the  
3 five-year plan?

4 THE GUESTS: Right.

5 MS. PHILLIPS: Okay. It's to outline the  
6 activities that the housing authority will  
7 undertake over a five-year period and do it in  
8 increments of one year and update the plan each  
9 year, and what we're doing today is outlining  
10 the activities that we're going to provide,  
11 sponsor, or partake in over the next year.

12 THE GUESTS: So what that got to do with  
13 -- I mean, what I'm trying to say is, what that  
14 have to do with us being -- I know this is a  
15 meeting for it, but what it got for us to be in  
16 this? So we can listen to --

17 MS. PHILLIPS: I guess the real purpose of  
18 your being here is to inform you of the  
19 activities and to provide you the opportunity  
20 to comment.

21 THE GUESTS: About HUD?

22 MS. PHILLIPS: Yes, sir. To provide you  
23 an opportunity to comment on any of the  
24 activities that you may have a concern about or

1           would like to -- for the housing authority to  
2           address. We take those comments into  
3           consideration. And whether it may result in a  
4           change or not, we take those comments into  
5           consideration, and it's a requirement of ours.

6           THE GUESTS: So are we -- are we just  
7           going to -- are we just going to stay here?  
8           Just like he said, this is not a -- pipes and a  
9           lot of different things that need to be working  
10          in here inside here, in this -- in this  
11          building, so what that mean we going to have to  
12          leave and go somewhere else or --

13          MR. KURTZ: No.

14          MS. PHILLIPS: I guess the workmen will  
15          work around the residents here. But the  
16          purpose of this meeting is to give you  
17          information.

18          THE GUESTS: Okay.

19          CITY-WIDE PRESIDENT SANDERS: Albert  
20          Sanders. Ms. Phillips, explain to them --  
21          they're talking about the senior high-rise and  
22          the other senior housing. Explain to them you  
23          will not be able to transfer as you did in the  
24          past. Tell them the criteria.

1 MS. PHILLIPS: Right. And --

2 THE GUESTS: Because I think they think  
3 they're going to be able to transfer, and it  
4 won't be that.

5 MS. PHILLIPS: If you would like to  
6 transfer or -- you do not transfer. If you  
7 would like to apply for one of those sites --  
8 it's not an automatic, as Mr. Sanders said,  
9 it's not an automatic transfer, but if you are  
10 interested after those developments, after they  
11 start taking applications -- it is a site-based  
12 waiting list, so you will have to go to that  
13 site and apply with that management company.  
14 It will be under private management.

15 And you go to that site, you apply, and  
16 you get reconsidered for -- you know, they look  
17 at your -- of course, your income, they look at  
18 your -- they do a background check, they do a  
19 credit check, and it's as if you are applying  
20 for housing all over again. And you get  
21 considered for living at one of those other  
22 developments, one of those private  
23 developments. But the priority system is in  
24 effect, and then that means once you get on the

1 site-based waiting list, they pull from the  
2 waiting list, you apply, and you get considered  
3 for one of those sites.

4 But the priority does go to the  
5 resident -- first priority to the residents  
6 that left that site, that we relocated from the  
7 site because of that redevelopment process.

8 Does anyone else have any questions? All  
9 right. Thank you.

10 MR. KURTZ: Thank you very much. I  
11 appreciate that. I'm going to cover the  
12 development-by-development list of things that  
13 we are going to establish over the next few  
14 years. Let me say, first of all, three major  
15 efforts.

16 First of all, we have a physical needs  
17 assessment that we are going to conduct at  
18 every development, and that physical needs  
19 assessment is going to take a look at the  
20 existing conditions and make a list of all of  
21 those items, and then we will be able to take  
22 that and incorporate that into our planning for  
23 future work.

24 As part of that physical needs assessment,

1 we will be conducting the seismic analysis at  
2 each of the high-rise buildings. As everybody  
3 here is probably aware, we live along the New  
4 Madrid fault, and the potential for earthquake  
5 here is higher than in other parts of the  
6 country.

7 The structures here were built 35 years  
8 ago. Different codes, building codes were  
9 applicable then to what's applicable now. What  
10 we will do is we will have our consultant look  
11 at the physical needs of every development,  
12 including this development, and including the  
13 structural components of this building, and  
14 then come back -- they will come back to the  
15 housing authority with an analysis of what the  
16 likely costs would be for a renovation or  
17 repair of this facility to include improving  
18 its ability to withstand an earthquake.

19 We are also have underway right now an  
20 energy audit. One component of that energy  
21 audit is a utility allowance study. The energy  
22 audit is a five-year requirement. The utility  
23 allowance study is not necessarily a five-year  
24 requirement. It changes based on when there's



1 variations in the utility costs. But since you  
2 do the same type of analysis to conduct each of  
3 those items, we are doing that right now at  
4 each of the sites.

5 What will happen is a consultant will  
6 finish the review of past energy data, energy  
7 use, and then we will evaluate that and make a  
8 determination of what is the appropriate  
9 allowance that we as the housing authority are  
10 to provide to the public housing residents at  
11 each of the sites.

12 There's an 60-day public comment period  
13 that we will submit to once we receive the  
14 proposals from our consultant, and following  
15 that comment period we will take that study to  
16 the board for their review and approval and  
17 ultimate implementation. At that point, then,  
18 you would see some impact on the utility  
19 allowance which you see in your monthly rent  
20 statement.

21 Lastly, major effort, and Ms. Phillips  
22 touched base on it, senior designation. I  
23 won't go into that anymore, other than to say  
24 it's a major concern and effort on our part to

1 improve the numbers and quality of senior  
2 housing for our residents.

3 Let me talk about Borda Towers  
4 specifically, and then I'll go over each of the  
5 other developments.

6 At Borda Towers, as I introduced earlier,  
7 we are going to be looking at the first floor  
8 area. The consultant should be in shortly to  
9 confirm the testing that I want done on the  
10 insulation material on the pipes. Once he  
11 confirms that and develops the report, we'll  
12 have a contractor come in remove that material,  
13 and then the plumber will come in and fix the  
14 plumbing leaks on the first floor.

15 In addition to that, we'll do the fire  
16 safety on the first floor above the ceiling  
17 line, and we'll address the lack of ventilation  
18 in the common bathrooms on the first floor.

19 Other than that, our plan for Venson  
20 Center is to look at those impacts, physical  
21 need assessment consultant and we'll look at  
22 the seismic analysis, and we will make a  
23 determination of how we will proceed with  
24 respect to the long-term use of this site.

1           Okay. We'll go ahead and talk about Lamar  
2 Terrace, University Place very briefly. We  
3 have multiple contracts underway right now for  
4 the demolition of property. The housing  
5 authority required the former Baptist rehab  
6 hospital, the former Memphis Furniture factory,  
7 and a former Big A Auto Parts warehouse. All  
8 of those properties are being demolished as we  
9 speak.

10           We have a couple -- several other  
11 properties that we will acquire this year.  
12 When we complete that acquisition, we will  
13 demolish those and clear the site in  
14 anticipation of Phase 2 and 3 of University  
15 Place that Ms. Phillips is talking about.

16           At Foote Homes, we don't have anything  
17 planned in the near future. We will be looking  
18 for mixed finance opportunities there to see  
19 what we could do to improve the housing  
20 authority asset management position. At the  
21 present time, we have nothing on the board to  
22 that.

23           At Dixie Homes, Dixie Homes is going to be  
24 an area of major work this year, not so much in

1 a capital improvement construction effort, but  
2 in a relocation effort. I do have one  
3 fire-damaged building that we're going to tear  
4 down. Trying to get the final word worked out  
5 on a contract. Once we do that, we'll get that  
6 building taken care of.

7 Other than that, we will be supporting the  
8 relocation effort at Dixie Homes. We have just  
9 short of 500 residents that need to be  
10 relocated. What the housing authority has done  
11 is planned the relocation around the needs of  
12 the school-age children and their parents.

13 Those individuals, the residents who do  
14 not have school-age children have the potential  
15 of moving a little bit earlier than the end of  
16 this school year.

17 Once the school year ends, all the  
18 families with children, we hope to move through  
19 the summertime. We'll move them through a  
20 variety of objections, which may include  
21 available public housing or Section 8 vouchers.  
22 After we move the families, we will then  
23 reemphasize those who do not have children and  
24 complete the relocation effort.

1           Our plan is to have everybody relocated by  
2           the end of this calendar year, if that's  
3           feasible. Now, we get that done, then we're  
4           going to start with the demolition. Demolition  
5           will precede, as Ms. Phillips talked, about the  
6           400 some -- 404 units? 404 units that will be  
7           built right back on site there at Dixie Homes.  
8           It's an exciting thing.

9           Oates Manor. We talked about --

10          Yes, ma'am.

11          THE GUESTS: Betty Ford again. Is it true  
12          or false that residents here at Borda Towers  
13          can get Section 8 houses?

14          MS. PARTEE: Section 8 waiting list is not  
15          open. No one at this point can get Section 8  
16          because the waiting list is closed.

17          THE GUESTS: Okay. Thank you.

18          MR. KURTZ: Oates Manor, some of you are  
19          familiar with that up on Manassas. We have --  
20          that property has been acquired by the Memphis  
21          city school. They plan to build a new Manassas  
22          High School there. Once they -- they're going  
23          to do that. We've already demolished the  
24          previous Oates Manor public housing units.

1           We are acquiring some property along  
2           Firestone Avenue just south of the old  
3           Firestone plant. We will be demolishing some  
4           of that industrial property. It's about 10 to  
5           12 acres, I believe. We'll be coming back with  
6           just about 150 housing units in that area.  
7           That'll be the first phase of our New Chicago  
8           revitalization effort.

9           HUD has said -- I believe it's  
10          \$100 million in their budget this year for HOPE  
11          VI. It's the housing authority's intention to  
12          apply for a HOPE VI application for that site  
13          in north Memphis. That will be a great thing  
14          for us. We would see that as the first phase  
15          of development.

16          There's some additional land we're looking  
17          at acquiring south of the existing railroad  
18          tracks that run along -- just along the south  
19          side of Manassas High School, and ultimately,  
20          in the end, once the school board finishes  
21          their construction of a new high school, we may  
22          acquire the old high school for its demolition,  
23          and then the city would take it back and  
24          construct a new police precinct in that area.

1 A major community initiative that we're looking  
2 at in north Memphis.

3 At Cleaborn Homes we have 55 units of  
4 vacant housing that we're going to repair.  
5 We're doing that in anticipation of supporting  
6 the relocation of Dixie Homes residents. We do  
7 have some minor site improvements that we need  
8 to finish up. We suspended that contract  
9 because of the weather. We have a fire-damaged  
10 building at Cleaborn Homes. We're trying to  
11 get reasonable numbers on a bid to be able to  
12 demolish that.

13 Okay. Later on is TN 1-11. Cleaborn has  
14 two parts to it. One of it is north of Georgia  
15 Avenue, the other south of Georgia Avenue. The  
16 area south of Georgia Avenue used to have 79  
17 public housing units on it. We have demolished  
18 that about 2 to 3 years ago, and we're looking  
19 for opportunities of how we're going to fund  
20 reconstruction.

21 With Ms. Phillips' help, we were able to  
22 get that designated as the off-site location  
23 for home ownership within the Dixie Homes grant  
24 for HOPE VI. Consequently, we have plans to

1 build 30 single-family homes in that area,  
2 south of Georgia Avenue, bounded by Georgia and  
3 McKinley and the -- the property line. What  
4 we're going to do is make a proposal for  
5 outright sale, to sell it as a  
6 lease-to-purchase.

7 Some of you may recall we have built Askew  
8 Place, TN 1-51, which is on the north side of  
9 Georgia Avenue, right between McKinley and  
10 Orleans, 25 single-family homes. Residents  
11 were given the opportunity to participate and  
12 look at moving towards self-sufficiency and  
13 ultimately towards home ownership. Those  
14 residents are in their, what, second year now?

15 MS. PARTEE: They're still in the first  
16 year now.

17 MR. KURTZ: First year? They're in their  
18 first year of occupancy in a single-family  
19 rental situation. A little bit different than  
20 being in public housing, but it's one step  
21 towards that economic self-sufficiency and  
22 self-reliance. We will follow with the  
23 construction of 30 single-family homes across  
24 the street from Askew Place.



1           Some residents in those Askew Place houses  
2           are already looking forward to the opportunity  
3           of home ownership and want to stay in that  
4           neighborhood. So this will be a natural  
5           progression for them. And we think it's a good  
6           demonstration of our commitment to enhance the  
7           lives of the residents.

8           Next, I want to mention is Fowler Homes at  
9           4th and Crump. We, with our development  
10          partners, Wesley Housing, are building the  
11          80-unit senior building. You can drive past  
12          there or look past, you can see that the  
13          building status has been excavated for the  
14          senior building already. We do have the set  
15          infrastructure going throughout the site.

16          And on the backside of that tract of land  
17          towards the south, we're going to be building  
18          25 -- or 24 single-family rental homes and 4  
19          apartment buildings with 4 units each for a  
20          total of 40 public housing units. We have 40  
21          public housing units there plus the 80 from  
22          Latham Terrace makes 120, which is a nice  
23          little community to be adjacent to the COGIC  
24          land to the east. Eventually, COGIC plans to

1 build north from the Mason temple, and we'll  
2 see what that plan looks like.

3 Barry Towers -- Barry Towers, I've got  
4 some work that I need to do on the condensate  
5 drainage system in that building. We're going  
6 to be looking at getting that repaired this  
7 year. We also are looking at ornamental  
8 fencing at Barry Towers. They, like this  
9 building, we'll be included in the physical  
10 needs assessment and the seismic analysis.

11 Same thing with Venson Center with regard  
12 to the seismic analysis and all that. We may  
13 add an ornamental awning to the front of that  
14 building.

15 Graves Manor in southwest Memphis is one  
16 of the major development sites we're looking at  
17 for the out years. We do have an application  
18 in preparation for the demolition of Graves  
19 Manor. We're looking at developing a senior  
20 center, multifamily sites, and single-family  
21 sites on that side of town. In addition, we  
22 may have some commercial development  
23 opportunities on South 3rd Street.

24 Let's see. Jefferson Square, it's a

1 similar situation as all the other high-rises.  
2 We have no specific work planned for it this  
3 year.

4 Let me mention Montgomery Plaza, southwest  
5 Memphis on South Park -- South Parkway. We  
6 will be designing for an implemented site  
7 improvement to improve drainage in that area,  
8 and we do need a new roof on the admin  
9 building. We're going to take care of that.

10 I've already talked about our plans for  
11 Borda Towers.

12 Lastly -- let's see. To make this brief,  
13 I've got three items. First, Ford Road. Ford  
14 Road, we will be building 72 units of housing  
15 at the former Ford Road site to be renamed the  
16 Harold E. Ford, Sr., Villas. Be 32 duplex  
17 buildings, 72 total units. Of those, half of  
18 them will be public housing units.

19 We did receive some low housing tax  
20 credits, and we're expected to submit the next  
21 finance plan to HUD in the summer. If we get  
22 it in this summer, we will be starting  
23 construction this fall. That will allow us to  
24 complete it by the fall of 2007.

1 Cypress Wood. Cypress Wood is on South  
2 Horn Lake Road. We are looking at between 120  
3 to 150 units in that facility. Our design was  
4 142 originally. We may, depending on how the  
5 budget goes, may have to reduce that. We do  
6 intend to apply for loan from housing tax  
7 credit this spring. And since we have the  
8 design at about 99 percent done, it's a matter  
9 of just reducing the number of units. We may  
10 be able to start it this year, at the end of  
11 the calendar year, which would bring another  
12 125,000 -- 125 units available by the end of  
13 the calendar year 2007.

14 We have two applications going into HUD  
15 for disposition or sale of property. That  
16 would be Alabama Plaza on Alabama Avenue, the  
17 near north side here. And Texas Courts on the  
18 near south side near Trigg.

19 I want to mention one development that --  
20 we have unique situation at Crockett Place  
21 Apartments we did formerly have off Hawkins  
22 Mill and North Range Line Road. The housing  
23 authority disposed of that land. A private  
24 developer has constructed a 84-unit apartment

1 complex on that site. The housing authority  
2 applied to HUD for authority to put 26 public  
3 housing units into that site. We have HUD's  
4 approval to do that, and lease-up is underway.  
5 There are 26 public housing units available up  
6 at Hawkins Mill known as Crockett Place  
7 Apartments.

8 A little bit different kind of arrangement  
9 than we've ever done in terms of development.  
10 We actually didn't contribute in the overall  
11 development process.

12 Last thing I want to mention is we  
13 continue to look at acquisitions for other  
14 properties to see if there might be an  
15 opportunity for us to improve the number units  
16 that are available. We have received one  
17 proposal so far, and we're taking a look at,  
18 evaluating whether it fits within our needs and  
19 the needs of our residents.

20 That pretty much covers all that I have in  
21 terms of capital improvements. Are there any  
22 questions about Borda Towers in particular?  
23 How about any questions about any of the other  
24 activities the housing authority is going to be

1           conducting over the next three to five years?

2           Mr. Tate.

3           BORDA TOWER PRESIDENT TATE: What is going  
4           to be done about the security around here?

5           MR. KURTZ: What's going to be done about  
6           the security? To the best of my knowledge,  
7           there is not going to be a change in the  
8           security posture of the buildings. If you have  
9           a specific comment with your recommendations, I  
10          would encourage you to put that in writing and  
11          send that in.

12          BORDA TOWER PRESIDENT TATE: Specifically,  
13          you've got -- and they put this fence up around  
14          here and these cards supposed to work this  
15          event. That ain't happening. Cards do not  
16          work. The security that half the people, they  
17          cannot call when they're supposed to be able to  
18          call and get a person or whatever. You got a  
19          lot of people that just moved in here.

20          MR. KURTZ: Uh-huh.

21          BORDA TOWER PRESIDENT TATE: They got  
22          phones, but can't nobody call them because the  
23          system is down and they can't program it in.

24          MR. KURTZ: And let me -- I will take that

1 back and discuss that issue with Mr. Webb.  
2 That did come up at the other high-rise sites.  
3 We did turn the system over to operations for  
4 implementation at the high-rises, and so I  
5 don't know where he's at in terms of remedying  
6 that issue. I will get an answer back on that.

7 BORDA TOWER PRESIDENT TATE: Okay.  
8 Another thing is y'all going to be coming over  
9 here, you say you going to be redoing the lobby  
10 area, the downstairs area. That means that  
11 y'all going to be working on getting that  
12 asbestos and stuff out of here and things? I  
13 have two elderly people down here on this first  
14 floor.

15 MR. KURTZ: Okay.

16 BORDA TOWER PRESIDENT TATE: And there's  
17 no way that y'all can sit up in here and do  
18 anything about this asbestos and these two  
19 people stay down here in the apartments.

20 MR. KURTZ: Well, there's --

21 THE GUESTS: I mean, you know --

22 MR. KURTZ: The issue is how do you take  
23 out the asbestos, and there are techniques that  
24 can be used that don't -- it's not something

1           that you grind out of the materials to create  
2           dust. So it would be encapsulated first before  
3           it gets to the public.

4           I appreciate that concern, and I -- what I  
5           will do when we discuss that with the  
6           consultant, we'll make sure with your input we  
7           know exactly where these residents are.

8           BORDA TOWER PRESIDENT TATE: Right there  
9           where y'all got to take it out at. They are  
10          right there.

11          MR. KURTZ: What we'll do is we'll -- if  
12          we have to, we'll -- whatever necessary  
13          accommodations we need to make, it won't be a  
14          long operation to take the asbestos out, I can  
15          guarantee it. I doesn't take long at all.

16          BORDA TOWER PRESIDENT TATE: Like you  
17          said, it doesn't take long. It doesn't take  
18          but a little bit of that. This woman right  
19          here stays right there.

20          MR. KURTZ: Uh-huh.

21          THE GUESTS: It's another one that just  
22          stays right there. At their age it doesn't  
23          take -- now, it'll affect a younger man --

24          MR. KURTZ: Uh-huh.



1           THE GUESTS: I worked in construction. I  
2 worked with this here.

3           MR. KURTZ: Uh-huh.

4           THE GUESTS: It doesn't take much. Can't  
5 nobody say that you can contain it 100 percent,  
6 and if they're working right there at it -- I  
7 mean, you know, it -- it's not feasible for  
8 their health, you know.

9           MR. KURTZ: Well, if -- you know, if we  
10 have to -- if we have to make other  
11 arrangements for a short period of time, then  
12 the housing authority will do that.

13          MS. PARTEE: We'll do that.

14          THE GUESTS: I just want to make sure  
15 because I'm concerned about their -- their  
16 health, and you can -- you can tell right now.

17          MR. KURTZ: Well, I appreciate -- I  
18 appreciate you bringing that up, and rest  
19 assured, I will talk it over with Michael  
20 Robinson, who is our project manager. And if  
21 it -- if I have to find a place for that  
22 resident to stay for a day, two days, three  
23 days, then that's what we'll do. If that's  
24 what it takes for us to make sure that we have

1 a good, safe environment.

2 BORDA TOWER PRESIDENT TATE: That's what I  
3 want to hear.

4 MR. KURTZ: Okay. Are there any other  
5 questions?

6 Yes, sir.

7 THE GUESTS: I want to know, Ms. Partee,  
8 are you going to address us? There's one  
9 important question I need to ask you so they  
10 will know. It's because of the ages here at  
11 Borda. We do have a lot of seniors here. We  
12 do have a lot of people who are handicapped,  
13 but you need to explain this community service  
14 to them because there are a lot of people in  
15 here who are not doing community service. And  
16 so I need you to just address that a few  
17 minutes so they will know. And most of the  
18 people who need to be in this meeting are not  
19 here.

20 We've got a lot of people in their 40 and  
21 50 age and they're not really what you call  
22 handicapped, and they're going to have to do  
23 that community service, 8 hours a month, 96  
24 hours a year, or when you come for your

1           recertification, you will not have a place to  
2           stay. And they need to hear this.

3           MS. PARTEE: You've made that  
4           presentation.

5           THE GUESTS: Okay. But, Ms. Partee, it  
6           needs to come -- it needs to coming from you  
7           because you're the director of human services  
8           and you've got -- no, I'm saying.

9           MS. PARTEE: There probably are some  
10          people in here who got lease cancellations  
11          because they don't meet the criteria or they  
12          did not provide the adequate documentation. If  
13          you are 62 and above, you are automatically  
14          exempt. But if you're younger than 62 and  
15          you're disabled, you must provide a statement  
16          from the doctor saying that you are unable to  
17          perform community services.

18          Mr. Kurtz said the operative word and that  
19          is economic self-sufficiency, and that's what  
20          we're promoting, that everyone should be able  
21          to be economically self-sufficient. And to be  
22          that, if you're not already receiving some kind  
23          of income because you're retired or disabled,  
24          you should work.

1           So it's mandated by HUD that if you're not  
2           working, that you must perform at least eight  
3           hours of community services every month.

4           THE GUESTS: Thank you.

5           MS. PARTEE: And if you don't have that  
6           information in your recertification file,  
7           you're going to get notices from them where  
8           they are not going to renew your lease, and you  
9           could be evicted.

10          THE GUESTS: Thank you.

11          MS. PARTEE: Okay.

12          THE GUESTS: What kind of letter is this  
13          we're supposed to get from our doctor? What is  
14          they supposed to say?

15          MS. PARTEE: The letter needs to say that  
16          you are unable to perform community services  
17          because of your disability.

18          Yes.

19          THE GUESTS: Where is the community  
20          services supposed to be at?

21          MS. PARTEE: You can do it with Mr. Tate,  
22          like putting out flyers on the property,  
23          attending the meetings, coming to training at  
24          our central office and our resident employment

1 center. Those are ways you can get your  
2 community service hours. Go to Michael, go to  
3 the library.

4 Yes, sir.

5 THE GUESTS: Yes. Who do we get the  
6 letter addressed to?

7 MS. PARTEE: Memphis Housing Authority.

8 THE GUESTS: Yes, ma'am. Thank you.

9 MS. PARTEE: Say Memphis Housing  
10 Authority.

11 THE GUESTS: So what you're saying, if  
12 you're 100 percent disabled and get a  
13 disability check, you still need a letter in  
14 your file.

15 MS. PARTEE: You still need a letter  
16 because there are people who are disabled who  
17 work.

18 THE GUESTS: Oh, okay.

19 MS. PARTEE: Right. Mr. Sanders used to  
20 work, and he wasn't disabled. But he worked,  
21 but he fell within that category of elderly.  
22 But even when he was younger, he always worked,  
23 but he was -- he could be seen as either  
24 disabled or elderly, so --

1           THE GUESTS: How long do we have to get  
2 the letter to the Memphis Housing --

3           MS. PARTEE: Did you get an eviction  
4 notice?

5           THE GUESTS: No, ma'am.

6           MS. PARTEE: Did you provide that kind of  
7 information when you first moved in here?

8           THE GUESTS: Yes, ma'am. I'm on dialysis.

9           MS. PARTEE: You probably need to provide  
10 it every year to be safe. You go to the doctor  
11 regularly --

12          THE GUESTS: Yes, ma'am.

13          MS. PARTEE: -- so just tell him when you  
14 go, Give me a statement, and keep your record  
15 accurate so that by what -- somebody lose it or  
16 it gets misplaced or misfiled, you sent enough  
17 copies in, it's in your file.

18          THE GUESTS: That's true.

19          MS. PARTEE: Yeah.

20          THE GUESTS: Thank you.

21          MS. PARTEE: If every time you go to the  
22 doctor, ask for it have one. You at least need  
23 it every year, I'll say that.

24          THE GUESTS: Yes, ma'am.

1           MS. PARTEE: Uh-huh. Okay. But do  
2           you-all know Ms. Yancy? I wish Ms. Ford was  
3           still in here. Ms. Yancy lives in the  
4           metropolitan.

5           THE GUESTS: She does.

6           MS. PARTEE: And she's very, very, very,  
7           very, very happy. Very, very happy. So the  
8           opportunity is there for you who are  
9           interested, and if you have her number, call  
10          her and see how everything is going. It's  
11          affordable on her income, okay? So you can  
12          relocate. The opportunity is there. But we  
13          don't want everybody in the building moving.

14          BORDA TOWER PRESIDENT TATE: Thank you,  
15          Ms. Partee, for that. We really needed that.

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C E R T I F I C A T E

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STATE OF TENNESSEE:  
COUNTY OF SHELBY:

I, L. Brittiny Mays, Court Reporter and  
Notary Public, Shelby County, Tennessee,  
CERTIFY:

The foregoing proceedings were taken before me at  
the time and place stated in the foregoing styled cause with  
the appearances as noted.

Being a Court Reporter, I then reported the  
proceedings in Stenotype, and the foregoing pages contain a  
true and correct transcript of my said Stenotype notes then  
and there taken.

I am not in the employ of and am not related to  
any of the parties or their counsel, and I have no interest  
in the matter involved.

I further certify that in order for this document  
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original signature and that any reproduction in whole or in  
part of this document is not authorized and not to be  
considered authentic.

Witness my signature this the 28th  
day of February, 2006.

\_\_\_\_\_  
L. BRITTINY MAYS, Court Reporter



1 MEMPHIS HOUSING AUTHORITY ANNUAL FIVE YEAR PLAN

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SITE: BARRY TOWERS

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FEBRUARY 07, 2006

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11:00 A.M.

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14 PRESENT FROM MEMPHIS HOUSING AUTHORITY:

15

ROBERT KURTZ

16

LURETHA PHILLIPS

17

JACKIE PARTEE

18

VERNUA HARAHAN

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VARIOUS MEMBERS OF THE MHA

20

21

22

L. BRITTINY MAYS, COURT REPORTER

23

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1

2           RESIDENT, BARRY TOWERS: As our chaplain,  
3 we're going to say a prayer if you keep this  
4 song in your heart, God will take care of you.  
5 Through everything that you do daily and in  
6 every way, God will take care of you. So in  
7 spite of what you hear, believe God will take  
8 care of us and of you as individuals, okay?

9           So without further adieu, we're going to  
10 let Ms. Joy Reese, who is our chaplain of the  
11 resident association, to say a few words of  
12 encouragement, and we'll then turn the meeting  
13 over to Mr. Kurtz, who in turn will turn the  
14 meeting over to whoever follows behind him,  
15 okay? Is that all right with everybody?

16           RESIDENT, BARRY TOWERS: All right.

17           MS. ????: Are y'all still asleep, too?

18           ASSOCIATION CHAPLAIN: All right. Good  
19 morning.

20           MS. ????: All right.

21           ASSOCIATION CHAPLAIN: Good morning, dear  
22 sisters and brothers of Barry Towers.

23           RESIDENT, BARRY TOWERS: Good morning.

24           ASSOCIATION CHAPLAIN: What I want to do

1 is just read Psalms 112 for praise of God  
2 because that's what we got to be doing is  
3 praising God.

4 Okay. As follows (as read):

5 "1Praise ye the Lord. Blessed is the man  
6 that feareth the Lord, that delighteth greatly  
7 in his commandments.

8 "2His seed shall be mighty upon earth:  
9 The generations of the upright shall be  
10 blessed.

11 "3Wealth and riches shall be in his house:  
12 And his righteousness endureth forever.

13 "4Unto the upright them -- unto the  
14 upright there ariseth light in the darkness:  
15 He is grateful [sic] and full of compassion,  
16 and righteousness.

17 "5A good man sheweth favour, and lendeth:  
18 He will guide his affairs with discretion.

19 "6Surely he shall not be moved forever:  
20 The righteous shall be in everlasting  
21 remembrance."

22 Now, I just read five -- six verses of  
23 Psalms 112, but it was to let everybody in the  
24 building know that God is able, He -- He will

1 provide all our needs. He is a healer, He is a  
2 counselor, He is a deliverer. All we got to do  
3 is put our hands in the Master's hand.

4 And we've got to belief, and we've got to  
5 keep on going because we don't know what's up  
6 ahead of us. We know what has been behind us,  
7 but we don't know what's up ahead of us, so  
8 we've got to trust God.

9 And we have really witnessed some natural  
10 disasters that has not hit us yet. It has not  
11 hit us yet, but we don't know -- we're sitting  
12 on a fault line. We don't know when it's going  
13 to hit. It has hit all around us.

14 So we've got to stay prayed up, and we've  
15 got to treat each other right.

16 RESIDENT, BARRY TOWERS: Amen.

17 ASSOCIATION CHAPLAIN: We've got to treat  
18 each other right. And this wickedness that  
19 we're doing, God sees it all. He sees  
20 everything we do. He woke us up this morning,  
21 he started us on our way, and he is going to  
22 continue to protect us if we allow it. But we  
23 step outside the line, then we on our own. So  
24 stay prayed up and pray for each other. Thank

1           you.

2                     RESIDENT, BARRY TOWERS: Amen.

3                     CHAIRMAN: Okay. Thank you, Ms. Joy  
4 Reese.

5                     And without further adieu, we're going to  
6 turn the meeting over to Mr. Bob Kurtz.

7                     MR. KURTZ: Thank you, Rosie. Thank you  
8 everybody for that welcome. It's good to be  
9 back at Barry Towers again. And it looks quite  
10 a bit different than what it did a few years  
11 ago. I was very thankful for that. We've got  
12 some things that we need to finish here, minor  
13 things, but all in all, we've -- we've got this  
14 in a -- this property in a situation where  
15 we're going to maintain it for the -- for the  
16 near future.

17                     I want to cover for you a variety of  
18 things. I do want to welcome you on behalf of  
19 Mr. Barry Lipscomb. I am standing in for  
20 Mr. Perry, the staff attorney, who is out  
21 today. I'm going to cover some of his areas  
22 that he would normally have covered with you.

23                     After I talk about his areas, I've got  
24 some areas to talk about with respect to the

1 overall capital improvements and the  
2 revitalization underway here with Memphis  
3 Housing Authority.

4 Certain aspects of that revitalization are  
5 governed by HOPE VI grants, and our Luretha  
6 Phillips from the HOPE VI office is here.  
7 She's going to address each of those particular  
8 projects with you in totality. You'll want to  
9 see -- we are midstream of a major change in  
10 how we have provided public housing for the  
11 citizens of the City of Memphis.

12 Without further adieu, we'll go ahead and  
13 talk about what we have underway. This, of  
14 course, is a meeting to obtain your input into  
15 the annual plan process, along with the  
16 five-year plan. Every year we submit that plan  
17 to HUD.

18 This year our time line is such that we  
19 have meetings at each of the open developments  
20 between the 1st of February and the end of this  
21 week. And then the public comment period runs  
22 from the 1st of February through the 19th of  
23 March. If you have specific written comments,  
24 you can address those comments to Mr. Lipscomb

1 at the housing authority. You can give them to  
2 Ms. Meredith and we'll make sure that we get  
3 those taken into consideration.

4 The housing authority will have a board  
5 meeting, an additional public hearing, on the  
6 21st of March at the housing authority for any  
7 person public that -- in the public who would  
8 like to come to make comments about the plan or  
9 any provisions of the plan.

10 After that we intend to take that input,  
11 take a look at it in light of what the plan  
12 says, and take the plan -- the finalized plan  
13 version to the housing authority board on the  
14 30th of March of 2006.

15 Following that board meeting and their  
16 anticipated approval, we will submit that plan  
17 to HUD. It has to be submitted by, I believe,  
18 April the 17th. HUD has 75 days to review  
19 the plan, and then we start our fiscal year on  
20 the 1st of July of 2006.

21 Well, that's the overall scheme. We do  
22 have copies of the entire plan available at the  
23 public library over on Poplar. We also have a  
24 complete plan available at the housing



1 authority in the human resources department,  
2 personnel office, and I believe that a copy has  
3 been made and provided here at the development.

4 You don't have one yet? I will talk to  
5 Mr. Perry and make sure that he gets that plan  
6 distributed so that there's a copy for review  
7 with the management.

8 Okay. Let me touch base on three major  
9 themes before I go into the  
10 development-by-development aspect of it.

11 First of all, the housing authority is  
12 going to be conducting physical needs  
13 assessment at all of the MHA-operated  
14 developments, as well as the privately-managed,  
15 like Uptown Village across the way. That's a  
16 request that HUD gave to us this past year to  
17 analyze how much money we are spending on the  
18 current properties and how much money we have  
19 committed within the future to the  
20 revitalization plans that we have proposed. So  
21 they're -- they're taking a look at that.

22 Included within that physical needs  
23 assessment, for the high-rises in particular,  
24 is the seismic analysis. I appreciate you're

1            mentioning we do live in tumultuous times, and  
2            we do live on the New Madrid fault.  
3            Consequently, we as an authority take that very  
4            seriously, and we are going to be conducting  
5            the analysis of the building structure to  
6            determine the impacts of an earthquake to the  
7            high-rises.

8                       Each of the high-rises, as you know, were  
9            built 30 to 35 years ago. Different  
10            -- different building codes applied at the  
11            time, different understanding of how  
12            earthquakes affect different soils and all  
13            that. So we're going to take a look at that  
14            and see what it tells us with respect to the  
15            costs that would be required to repair or  
16            renovate each of the high-rises.

17                       We'll proceed on that path, and probably  
18            six months down the line we'll have a better  
19            idea from our consultants as to the what ifs of  
20            an earthquake. Once we have that information,  
21            we'll be able to take that into account in our  
22            future planning for the housing authority.

23                       Secondly, we have an energy audit underway  
24            and that includes a utility allowance study.

1           That utility allowance study, of course, has  
2           impact on the amount of rent that is paid by  
3           each of the residents in public housing.

4           It's a public process. Once we go through  
5           the analysis with our consultant of the  
6           consumption data for each of the various  
7           utilities, we'll establish a proposed rate for  
8           that utility allowance. We will then put that  
9           out for public comment. I believe it's a  
10          60-day public comment period. And then  
11          somewhere in the May to June timeframe, we  
12          would take that utility allowance to the  
13          housing authority board for their review and  
14          approval. With their approval, those new  
15          utility allowances would be applied to  
16          individual public housing tenants' rent.

17          Lastly, a major initiative that we have  
18          underway across the entire housing authority is  
19          to improve the availability of affordable  
20          housing for our Sr. citizens. As you know, we  
21          have 80 units of public housing at an  
22          elder-only-designated site at College Park.

23          This past year Ms. Phillips pulled  
24          together the application necessary and sent it

1 to HUD to gain approval for 3 additional  
2 elderly-only sites, and those elderly-only  
3 sites will allow individuals 62 years old and  
4 older to be in that site separate and distinct  
5 from the general population of the public  
6 housing authority.

7 We have underway in construction an  
8 80-unit building at Latham Terrace. Latham  
9 Terrace is the first few acres on the north  
10 part of Fowler Homes at 4th and Crump. We  
11 broke ground on that about a month ago. We  
12 expect lease-up for that facility to start  
13 sometime in the late fall of this year.

14 RESIDENT, BARRY TOWERS: Excuse me, what  
15 kind of housing will it be?

16 MR. KURTZ: Be elderly-only. It'll be a  
17 3-story high-rise -- 3-story building, not a  
18 high-rise. And it will have 72 one-bedroom  
19 units and 8 two-bedroom units.

20 RESIDENT, BARRY TOWERS: Okay.

21 MR. KURTZ: We also are -- our development  
22 partners, and Ms. Phillips will talk in greater  
23 detail, is preparing a site for the  
24 construction of an elderly building at the

1 former Lamar Terrace site, now known as  
2 University Place, 118 units there of which 82  
3 of those are public housing.

4 Lastly, we're finalizing -- Ms. Phillips  
5 will address it -- the Uptown senior center,  
6 which will have 69 units in it.

7 Yes, ma'am.

8 RESIDENT, BARRY TOWERS: This allocated  
9 utility.

10 MR. KURTZ: Uh-huh.

11 RESIDENT, BARRY TOWERS: Okay. Are you  
12 saying --

13 ATTORNEY 6: Please state your name.

14 RESIDENT, BARRY TOWERS: Joy Reese. The  
15 allocated utility that you're saying, are you  
16 saying that you've got to go to MLG&W and get  
17 the approval for the allocation of the utility,  
18 just the -- are -- are you saying for the all  
19 high-rises or --

20 MR. KURTZ: Well, no. What I'm saying is  
21 that we go to MLGW to get the consumption data.

22 RESIDENT, BARRY TOWERS: Okay.

23 MR. KURTZ: So we get an idea of how much  
24 electricity, how much water, how much gas is

1           used at all the various sites across the agency  
2           and what it costs us for all of that utility,  
3           and then that goes through a process of  
4           analysis to determine here's what each of the  
5           individual allowances is for the resident at  
6           that particular development. It's on a  
7           development-by-development basis.

8           RESIDENT, BARRY TOWERS: Okay. And has  
9           that been done all the time, or is this  
10          something new?

11          MR. KURTZ: This is a five-year  
12          requirement by HUD. I've only been in the  
13          housing authority about three years. I dope  
14          know when the last time it was -- it was done.  
15          But I know that it -- I found out, let's put it  
16          that way. I found out -- I was told it had to  
17          be done every five years, so we did that in  
18          conjunction with the energy audit. The energy  
19          audit is required every five years. HUD likes  
20          to make sure that we're looking at operational  
21          efficiencies.

22          Let me touch on Mr. Perry's portion of  
23          this briefing, and then I want to ask  
24          Ms. Phillips to address the HOPE VI aspect of

1           our presentation today.

2                   Our vision statement for the housing  
3 authority remains the same as it has for the  
4 last several years, to become a model in  
5 community revitalization. We do have a lot of  
6 revitalization underway across the city, and  
7 it's really phenomenal to see the change that  
8 has been made. We're not quite there yet.  
9 We're not where we want to be, but we've come a  
10 long ways from where we were five to ten years  
11 ago.

12                   Our mission statement is to provide a  
13 community revitalization through a seamless  
14 system of support services, affordable housing,  
15 and new business development.

16                   I don't know if Ms. Partee -- did she make  
17 it today? You-all know Jackie Partee and the  
18 great input she and her staff have to try and  
19 help the lives of each of our residents.

20                   Our goals are to increase the availability  
21 of decent, safe, and affordable housing,  
22 improve quality of life and economic vitality,  
23 promote self-sufficiency and asset development  
24 of families and home -- and individuals.

1           We talked about asset development for  
2 families. That really focused on moving  
3 individuals from public housing/rental  
4 environment to a situation where they can  
5 acquire their own home, okay? Because that's  
6 how you build assets and equity that you  
7 possess that no one's going to -- no one's  
8 going to take from you and you can pass that on  
9 to your heirs.

10           So the housing authority is committed to  
11 that, as we'll discuss in a little bit later  
12 with respect to home ownerships. We want to  
13 insure equal opportunity in housing.

14           In our executive summary, these are the  
15 major points. We are replacing obsolete public  
16 housing stock. We've demolished about 3,000  
17 units over the last three years. We are  
18 guaranteeing housing for current residents and  
19 have the application procedures in place for  
20 movement back into the sites as they're  
21 revitalized. We have mobility counselors to  
22 help train residents.

23           We are renovating where possible in public  
24 housing. We have a renovation schedule that



1 we're going to do this year down at Cleaborn  
2 homes to help in the relocation from Dixie  
3 Homes. Over the last several years we've spent  
4 money at Montgomery Plaza to renovate there.  
5 We continue to look for those opportunities.

6 We have the senior and disabled  
7 developments that I mentioned. We want to  
8 reduce the vacancy rate. We've done that  
9 significantly with the exception perhaps of  
10 Cleaborn Homes, and this is the year that we're  
11 really going to focus on Cleaborn.

12 We have site-based professional management  
13 for those sites that are under private  
14 management. We have a coordinated case  
15 management system, and we want to improve  
16 self-sufficiency.

17 We have a major need in the city, as you  
18 are all well aware. We have in Section 8 over  
19 2900 people on the waiting list. We have over  
20 10,000 on the public housing waiting list. We  
21 are -- we have closed both of those waiting  
22 lists because the backlog is too great for our  
23 production rate right now as we try to  
24 revitalize sites. And once we are in a

1 position of seeing more units come online, that  
2 will likely change.

3 Overall total resources 151 million,  
4 including federal grants, past year grants,  
5 rental and some other income, and nonfederal  
6 sources. Pages 16 and 17 of the annual plan  
7 break that out for you.

8 Okay. One last note before I ask  
9 Ms. Phillips to address the HOPE VI. In asset  
10 management, we're going to continue to engage  
11 in activities to contribute to the long-term  
12 asset management of the public housing stock.  
13 Keep looking at what we have, we determine  
14 what's efficient, what's affordable, and what's  
15 in the interest of the agency and the residents  
16 to maintain.

17 That can include long-term operating  
18 investment, capital investment, rehab,  
19 modernization, or it could include disposition  
20 or demolition. We continue to look at each of  
21 the sites and determine what is the best course  
22 to go, and as we develop those plans and  
23 purposes, then we come back to each of the  
24 developments in the subsequent annual plan, the

1 five-year plan, and say, Here's where we think  
2 we're headed.

3 Other major activities that we have  
4 underway, private management. We have quite a  
5 few sites now: Uptown Village, Lauderdale.  
6 You used to be Lauderdale Courts, you have the  
7 Greenlawn site, you have metropolitan now. We  
8 have a lot of places that are -- we call it the  
9 whole College Park area under private  
10 management.

11 What has changed in additional aspect of  
12 this business, they've asked us to implement  
13 what's called development-based accounting.  
14 What that does is it says you need to operate  
15 each of these sites as a business, and you,  
16 housing authority, have to look at what your  
17 income is at that site, what your subsidy is at  
18 that site, and then whatever the -- however the  
19 balance is, you need to start keeping that  
20 money at those places on the operating site so  
21 that you don't run into problems.

22 They will continue to look at us to see  
23 what's a viable site, and that's a lot of where  
24 HUD is going with this is what is a viable

1 site. HUD has over the last few years  
2 continued to lose funding, and consequently, we  
3 have to adjust the way we operate the housing  
4 to accommodate that change in financial  
5 picture.

6 One of the principle means that we do that  
7 is to change from a pure public housing site to  
8 a mixed income site where we attract some  
9 higher rental to help cover the expenses at the  
10 site.

11 And I mentioned before, we're doing a  
12 comprehensive stock assessment under that  
13 physical means assessment.

14 I have a long run of things that I will  
15 talk about with the various sites. I thought  
16 it'd probably be good to let Ms. Phillips talk  
17 about HOPE VI first, and then I'll just jump  
18 back in when she's complete.

19 MS. PHILLIPS: Good morning.

20 RESIDENT, BARRY TOWERS: Good morning.

21 MS. PHILLIPS: I'm Luretha Phillips, and  
22 I'm the assistant director of asset management  
23 and responsible for implementation of some of  
24 the -- as Bob mentioned, the private sites

1 under the HOPE VI program. And as many of you  
2 may know, HOPE VI began in 1992, and it was  
3 HUD's answer to redevelopment of distressed  
4 public housing community.

5 We go in, make a general assessment of  
6 those neighborhoods, determine that those  
7 neighborhoods need revitalization, and we pull  
8 the partnerships together from the local  
9 community and with HUD, the City of Memphis, to  
10 revitalize those communities and the  
11 families -- move the families out. Those  
12 families that qualify to come back will be  
13 provided services and benefits once they leave  
14 the site and to assist them while they're away  
15 and to help them return to the site.

16 So I'm just going to give you a highlight  
17 of what we do in the HOPE VI department with  
18 the four HOPE VI grants that we currently  
19 administer.

20 The first grant was awarded in 1995. It's  
21 for -- it was for the LeMoyne Gardens site. As  
22 you know, LeMoyne Gardens has been  
23 redeveloped -- torn down, redeveloped, and it's  
24 now College Park. And at that site we have 411

1 units that we have revitalized. These 411  
2 units include a home ownership component of 70  
3 units. There is a 80-unit senior-only facility  
4 out there. And by -- what we mean by  
5 senior-only is those residents that are 62 and  
6 above that may or may not be disabled, are  
7 living in that site.

8 It's a 4 -- well, a 3-story senior-only  
9 facility. There are 261 what we call family  
10 rental utilities for low and moderate income  
11 families, and we have affordable housing out  
12 there as well.

13 We also having a 70-unit home ownership  
14 component. Those 70 houses, we're happy to  
15 report that they are sold and families have  
16 moved into those 70 houses out at College Park.

17 The second HOPE VI was awarded in 2000.  
18 It was for the uptown neighborhood, and you're  
19 part of -- really the part of the Uptown  
20 neighborhood, with Barry sitting here and  
21 Uptown Square sitting around you. Metropolitan  
22 Apartments, Greenlawn Apartments.

23 And overall for the Uptown neighborhood,  
24 we have 936 units that we're redeveloping.

1           We're about 60 percent complete, and we should  
2           be complete with the entire site by -- our  
3           target date is December of '06.

4           Those sites will contain rental units, as  
5           I mentioned, family rental units, a senior  
6           development, as Mr. Kurtz mentioned, a 69-unit  
7           senior facility, all 1-bedroom units, and we  
8           have market rate units, 100 of those units. We  
9           also have 120 homes and 100 what we call  
10          scattered sites, single-family homes that  
11          public housing residents can qualify. Those  
12          are 3, 4, and 5 bedrooms, single-family rental  
13          homes for public housing residents to live in,  
14          and it's scattered throughout this downtown and  
15          north Memphis area, in the Greenlawn-Manassas  
16          area.

17          Our third HOPE VI is University Place.  
18          That was awarded in 2003 -- it was in 2004, but  
19          it's part of the HUD 2003 grant. We've already  
20          started on those in terms of demolishing Lamar  
21          Terrace. We will start construction hopefully  
22          by March of this year. First phase is 118  
23          units of senior-only facility, 1-bedroom and  
24          some 2-bedroom units. Those units will be

1 finished and occupied by 2007, and we have a  
2 development period of 2006 through -- we will  
3 2007 through 2009 for the units out at  
4 University Place. Lamar Terrace has been  
5 renamed University Place.

6 We have 68 single-family homes as part of  
7 the Lamar Terrace project or University Place  
8 and a total of 1500 new units. But as part of  
9 the HOPE VI effort or the HOPE VI sponsored --  
10 the grant program, you'll have about 491 units.

11 We have a local developer, Community  
12 Capital, and they're in partnership with  
13 McCormack Baron, who was the master developer  
14 for the redevelopment of the University Place  
15 project.

16 Our fourth HOPE VI was just awarded in  
17 October. That's for Dixie Homes. We'll go  
18 through a planning process and -- well  
19 completion of a planning process and the  
20 relocation of some 500 families out at that  
21 site. Those families will start to be  
22 relocated beginning this month and will go  
23 through probably 9, 12 months of relocation for  
24 the families out there. Move them either



1 through Section 8 or other public houses where  
2 they can fit in, but those are the housing  
3 options for those families.

4 We have 404 unit -- 175 public housing, 74  
5 what we call our affordable housing units for  
6 families, and 155 market rate units for Dixie  
7 Homes project. We'll have commercial space.  
8 The whole redevelopment process, of course,  
9 will involve new streets, new sidewalks,  
10 lighting, and public improvements throughout  
11 the entire area for Dixie Homes.

12 As Bob mentioned, we have four senior-only  
13 facilities. Those four facilities are Uptown;  
14 the existing one is College Park, which has  
15 been in operation about three or four years  
16 now; University Place; and then we have one  
17 that is under construction, and that is at  
18 Latham Terrace, which is part of the old Fowler  
19 Home site.

20 Those are our four HOPE VI projects. It's  
21 kind of a brief overview of what we have in the  
22 HOPE VI area that we're implementing through  
23 four HUD grants. If any of you have any  
24 questions, I'll be glad to try to answer those

1           for you.

2           Yes, ma'am.

3           RESIDENT, BARRY TOWERS: Okay. What --

4           MS. PHILLIPS: Your name.

5           RESIDENT, BARRY TOWERS: Lela Oddly.

6           MS. PHILLIPS: Okay.

7           RESIDENT, BARRY TOWERS: What is going to  
8           happen to Barry Tower after this five-year  
9           plan?

10          MS. PHILLIPS: Okay. Mr. Kurtz, that's  
11          part of the capital improvement area --

12          RESIDENT, BARRY TOWERS: Yes, ma'am.

13          MS. PHILLIPS: -- under MHA. We're  
14          handling the HOPE VI or the privately-managed  
15          sites, so he'll give you some information on  
16          what plans the MHA may have in the -- in this  
17          year, and I guess over the five-year period  
18          for -- that may involve Barry Homes.

19          RESIDENT, BARRY TOWERS: Thank you,  
20          Ms. Phillips.

21          MS. PHILLIPS: Okay. Thank you.

22          RESIDENT, BARRY TOWERS: Joy Reese. How  
23          many units in the University --

24          MS. PHILLIPS: University Place?

1           RESIDENT, BARRY TOWERS: How -- how many  
2 senior units?

3           MS. PHILLIPS: Okay. Senior units is 118.

4           RESIDENT, BARRY TOWERS: Okay.

5           MS. PHILLIPS: 82 of those 118 are for  
6 public housing residents. The priority will be  
7 first priority to the residents, the senior  
8 residents, that relocated from Lamar Terrace.

9           RESIDENT, BARRY TOWERS: Okay.

10          MS. PHILLIPS: And then second priority  
11 will be other public housing residents that may  
12 want to apply to live over at the new site.

13          RESIDENT, BARRY TOWERS: From 62 and  
14 older?

15          MS. PHILLIPS: Sixty-two and older.

16          RESIDENT, BARRY TOWERS: For the seniors.

17          MS. PHILLIPS: Yes, ma'am. But they do  
18 have, as part of the overall development,  
19 family rental units where seniors may choose to  
20 live in the family setting as opposed to senior  
21 units.

22          RESIDENT, BARRY TOWERS: Okay.

23          MS. PHILLIPS: Okay. Thank you. Are  
24 there any other questions?

1           RESIDENT, BARRY TOWERS: Right here.

2           MS. PHILLIPS: Yes, ma'am.

3           RESIDENT, BARRY TOWERS: Rosie Meredith.

4           Ms. Phillips, I'd like to ask the question  
5           as -- with the new units, senior development  
6           units being built, and you have to be 62 years  
7           or older, will there any -- be any units for  
8           disabled residents under 62? And, also, how  
9           will we apply for those apartments for senior  
10          citizens --

11          MS. PHILLIPS: Okay. What --

12          RESIDENT, BARRY TOWERS: -- 62 and older?

13          MS. PHILLIPS: Right. At this time the  
14          senior building, which is the 62 and above,  
15          those residents that are 62 and above can  
16          qualify to live in the building. However,  
17          there are situations where families can be  
18          accommodated, and those are under 62 years of  
19          age can be accommodated in handicap-accessible  
20          units and other units in the regular family  
21          development, which will be located on the same  
22          site. But if you're 62 and above, you may  
23          choose to live in the senior building or in the  
24          family section.

1           RESIDENT, BARRY TOWERS: Okay. Also, if  
2           you're -- if -- how is the housing authority  
3           planning to implement your entering into  
4           -- your entrance into those buildings? Are you  
5           going to have to do a separate application?

6           MS. PHILLIPS: Yes, ma'am. There will be  
7           a site-based waiting list. For all of the  
8           privately-managed sites, HUD allows the housing  
9           authority through its private manager to  
10          administer what we call a site-based waiting  
11          list. That means that you will -- if you're  
12          interested in one of the private sites, you  
13          will have to actually go to that site, to that  
14          management company, and apply for admission to  
15          the site.

16          They go through a qualifications process  
17          where you submit your application. You'll have  
18          to have a background check the same as, you  
19          know, when you came here. A credit check, they  
20          do a housekeeping inspection, and there's --  
21          for those that qualify are required to, there's  
22          an SRA or a self-reliance agreement.

23          You can get an exemption from the  
24          self-reliance agreement. And what I mean by a

1 self-reliance agreement, you either have to --  
2 if you're a senior, you're exempt. If you're  
3 disabled, you're exempt. But otherwise, you  
4 have to submit to the requirements of a  
5 self-reliance agreement if you live in one of  
6 the private --

7 RESIDENT, BARRY TOWERS: Okay. Could you  
8 explain to the residents what the self-reliance  
9 agreement is?

10 MS. PHILLIPS: The self-reliance agreement  
11 is HUD's -- and actually, MHA's policy  
12 regarding self-reliance for those residents  
13 that choose to be -- or you would have to  
14 actually be self-reliant to live at one of the  
15 revitalized communities.

16 It used to be called the self-sufficiency  
17 agreement, but it's a self-reliance agreement.  
18 Either you will have to work 30 hours a week or  
19 more. You will have to -- if you work less  
20 than 30 hours, you'll have to either be in  
21 school or in a job-training program, and you'll  
22 have to actually participate in -- actively  
23 participate in case management. And case  
24 management is offered through the housing

1 authority through Ms. Partee's department. So  
2 that's pretty much in a nutshell what the  
3 self-reliance agreement involves.

4 We have had a self-reliance agreement for  
5 about three to four years now, and we're going  
6 through a process of revising the self-reliance  
7 agreement. But the revisions include requiring  
8 that the -- to be considered a full-time  
9 employed person 30 hours a week or more, but  
10 that doesn't -- you know, if you are either --  
11 you can be exempt from the self-reliance  
12 agreement, and those are basically two  
13 exemptions, either a medical or by virtue of  
14 being 62 or above.

15 RESIDENT, BARRY TOWERS: Oh, you just  
16 answered -- you just answered my question.

17 MS. PHILLIPS: Okay. But the medical  
18 exemption you just have to check the necessary  
19 blocks, so to speak, that you are 62 and we  
20 have documentation of that, or that you have a  
21 medical exemption.

22 RESIDENT, BARRY TOWERS: So that exempts  
23 you from --

24 MS. PHILLIPS: From the self-reliance

1 agreement.

2 RESIDENT, BARRY TOWERS: Okay. Is the  
3 self-reliance agreement and the community  
4 service in conjunction with one another.

5 MS. PHILLIPS: There are two separate HUD  
6 policies. The self-reliance agreement actually  
7 is an MHA policy, but HUD allows us to  
8 implement that policy.

9 The community service requirement is a  
10 HUD-mandated program where those that are not  
11 employed or not exempt will have to work 80 --  
12 excuse me, 8 hours per month in an approved  
13 program. You'll have to volunteer to work in a  
14 program. Ms. Partee has a list of those  
15 approved sites, an 8-hour-a-month requirement  
16 if you're 18 and above and are not working or  
17 you're not in school.

18 Okay. Are there any more questions?

19 Okay.

20 RESIDENT, BARRY TOWERS: Yes. My name is  
21 Cathreen Karl. Do you have -- will those sites  
22 have priority where you can be -- get in them  
23 through priority, a list?

24 MS. PHILLIPS: Yes, ma'am. The private



1 sites, when the families are relocated from  
2 that site, they sign what they -- what we call  
3 a conditional right of return, meaning that  
4 they will have a priority. If they chose to  
5 come back and apply to come back to those  
6 sites, that have first priority.

7 RESIDENT, BARRY TOWERS: Okay.

8 MS. PHILLIPS: And typically we have more  
9 units than the families that left typically in  
10 a HOPE VI site, so those families will be  
11 considered for those units first, those  
12 families that we relocated.

13 RESIDENT, BARRY TOWERS: Right.

14 MS. PHILLIPS: And then it -- the second  
15 priority typically is for other public housing  
16 residents that may be interested in applying  
17 for those sites --

18 RESIDENT, BARRY TOWERS: Uh-huh.

19 MS. PHILLIPS: -- before they open it up  
20 to the general public.

21 Okay. Are there any more questions? All  
22 right. Thank you.

23 RESIDENT, BARRY TOWERS: Thank you.

24 MR. KURTZ: Thank you, Luretha. I always

1           enjoy hearing Luretha go through the update on  
2           the HOPE VI. It's really a great program, and  
3           Luretha's been at it for how many years now?  
4           Five years?

5           MS. PHILLIPS: Well, about --

6           MR. KURTZ: Six years?

7           MS. PHILLIPS: -- nine.

8           MR. KURTZ: Nine years? She's really been  
9           the driving force in the housing authority to  
10          get the HOPE VI program off the ground, get it  
11          done, and -- you know, we've seen great results  
12          at College Park, at Uptown. We're looking  
13          forward to continued results at Lamar Terrace,  
14          University Place, and Dixie Homes is the next  
15          big hurdle. So I think I can say that she's  
16          taking a deep breath like I'm taking deep  
17          breath, and we're going to tackle Dixie Homes  
18          over the next several years. I appreciate -- I  
19          appreciate you, Luretha, and I appreciate all  
20          that work.

21          Let me -- instead of going through on a  
22          development-by-development basis, starting with  
23          TN1-1, I'm going to start with TN1-13 --

24          RESIDENT, BARRY TOWERS: Thank you.

1           MR. KURTZ: -- Barry Towers, so we can  
2 focus our attention on Barry, first, and then  
3 I'll go and cover all the other sites so you  
4 get an idea of what else we have on the way.

5           At Barry over this next year, we don't  
6 have a lot of work that we intend to do. We  
7 are going to be coming back. We'll take a look  
8 at the condensate drain system on the balconies  
9 and fix those ceilings that are deteriorated.

10          Now, we are looking at providing  
11 ornamental fencing around the front of the  
12 property. We will be matching the  
13 specification to what you see behind you at  
14 Uptown Village, but we're not -- we don't think  
15 we're going to be able to put gates on this  
16 site because of the fire code that has a  
17 -- there's a queuing lane is what it's called.

18          You have to have a certain distance to be  
19 able to queue the traffic on the property  
20 instead of in the public right-of-way. There  
21 is not really sufficient room to put that on  
22 hear. I don't think it's going to happen.  
23 We're going to proceed, though, with putting  
24 the fencing up, leaving the existing sidewalks

1 to go through a passageway out to the public.  
2 So you won't see any change other than people  
3 having to walk on the sidewalk to exit the  
4 property rather than across the grass.

5 Yes.

6 RESIDENT, BARRY TOWERS: We have a lot of  
7 residents in wheelchairs.

8 MR. KURTZ: Uh-huh.

9 RESIDENT, BARRY TOWERS: This building is  
10 not really wheel -- it's not accessible for the  
11 handicapped.

12 MR. KURTZ: I appreciate you pointing that  
13 out. We do have some -- we do have some issues  
14 that we need to clarify on handicapped  
15 accessibility. One of the things that is  
16 considered in the physical needs assessment  
17 process is the handicapped accessibility of the  
18 building and the site. I do know we dealt with  
19 a little issue on this north end when we had to  
20 put a different ramp and slope for the ramp  
21 going out to the -- I guess this is exchange  
22 right-of-way --

23 RESIDENT, BARRY TOWERS: Uh-huh.

24 MR. KURTZ: -- to make that compliant.

1 One of the challenges in that -- that ties into  
2 what a big challenge we have at Barry, as well  
3 as each of the other high-rises.

4 When we look at renovating these  
5 high-rises, we have to and we will bring them  
6 up to the required standards for accessibility.  
7 HUD says that we need to do that, they provide  
8 the funding to do that.

9 We haven't looked at the floor plan in  
10 detail of Barry Towers yet to see what that  
11 impact would be. We did look at Venson Center  
12 over the last year and determined that we would  
13 have to really redesign each floor, changing  
14 the layout of the apartments. We'll probably  
15 have the same number of apartments, but the  
16 doorframes aren't wide enough at Venson Center  
17 to accommodate wheelchair traffic. Okay. I  
18 presume you're going to -- we would find  
19 similar-type things here.

20 So let me just say what we're looking at  
21 for Barry is obtaining the results of that  
22 physical needs assessment for this site, and  
23 that will include that seismic analysis that I  
24 mentioned. The seismic analysis to determine

1           how a building would respond under an  
2           earthquake will give us an idea of what type of  
3           cost we would incur for renovation or repair.

4           I think we would like to be able to say,  
5           We're going to come in and renovate everything  
6           and make this a -- extend the life of the  
7           building for another 30 years, but we have to  
8           be able to say that if it's economical. And  
9           one of the things we have to look at is what is  
10          the cost to retrofit the building to withstand  
11          earthquake-type forces here. We don't have  
12          that analysis don't yet. We hope to have that  
13          through this year, and that'll give us a better  
14          idea of how do we proceed, what can we do to  
15          improve the conditions at Barry Towers.

16          So I don't have any specific projects in  
17          mind, other than that -- those two I mentioned  
18          before.

19          One of the additional parts of that  
20          fencing project that we are looking at is some  
21          additional security lighting in the back of the  
22          building, see if that might help. I've got the  
23          consultant supposed to come to do light meter  
24          testing and see what the actual light is out in

1 the backside of the building during the  
2 nighttime.

3 So that in a nutshell is what we are  
4 talking about for Barry Towers for this plan  
5 here. You won't see a lot of activity  
6 unless -- well, we'll see how the -- what the  
7 assessment tells me on fixing those ceilings on  
8 the balconies based on the condensate drain  
9 system.

10 Are there any questions on Barry Towers  
11 before I go back and pick up the others?

12 RESIDENT, BARRY TOWERS: Well, I've got  
13 one more. Joy Reese. The painting, okay. Do  
14 you have to be in the building five years  
15 before you get your apartment painted? Is  
16 that -- I mean, I'm trying to find out what the  
17 rules are.

18 MR. KURTZ: I can't answer that question.

19 Ms. Taylor, are you here? Mr. --

20 RESIDENT, BARRY TOWERS: Randolph.

21 MR. KURTZ: -- Randolph, I'm sorry. Can  
22 you answer that question? The question came  
23 up, Is there a policy on how -- you have to be  
24 in the building for five years before a unit

1 gets repainted, what type of -- is there a  
2 policy here? I'm not --

3 MS. TAYLOR: Yes. We do have a five-year  
4 plan. Each unit is supposed to be painted five  
5 years. However --

6 MR. KURTZ: Uh-huh.

7 MS. TAYLOR: -- that has not been the case  
8 in several years, so we're playing catchup.

9 MR. KURTZ: Okay. So I guess you'll want  
10 to talk to Ms. Taylor and her staff as to when  
11 your particular unit would be scheduled for  
12 painting.

13 RESIDENT, BARRY TOWERS: Okay.

14 MR. KURTZ: Yes, Rosie.

15 RESIDENT, BARRY TOWERS: Okay. Rosie  
16 Meredith. I have a couple of questions,  
17 Mr. Kurtz.

18 MR. KURTZ: Uh-huh.

19 RESIDENT, BARRY TOWERS: One of my  
20 questions is at the Memphis Housing Authority  
21 at 700 Adams, they have a handicap-accessible  
22 door.

23 MR. KURTZ: Uh-huh.

24 RESIDENT, BARRY TOWERS: I think that's



1           what Mrs. Reese was trying to say about the  
2           front door, not about the apartment. Is it  
3           possible you could put in your capital  
4           improvement five-year plan where we have a  
5           handicap-accessible door at the front? We have  
6           many residents in chairs.

7           MR. KURTZ: Uh-huh. We'll certainly take  
8           a look at that.

9           RESIDENT, BARRY TOWERS: Okay. And --  
10          and, also, when you were saying about Barry and  
11          the -- the balcony, yeah.

12          MR. KURTZ: Yes. The balconies --

13          RESIDENT, BARRY TOWERS: Balconies --

14          MR. KURTZ: -- and condensate systems,  
15          uh-huh.

16          RESIDENT, BARRY TOWERS: You're going  
17          to -- you're going to work on that in your  
18          five-year plan, also?

19          MR. KURTZ: Right. Yes.

20          RESIDENT, BARRY TOWERS: Okay. What was  
21          that, Joey?

22          RESIDENT, BARRY TOWERS: You said it.

23          RESIDENT, BARRY TOWERS: Okay. And, also,  
24          you said you were going to give us outside

1           lighting, especially for that area over there  
2           by that little house.

3           MR. KURTZ: Well, what I -- what I said  
4           was, We're going to look at the strength of the  
5           existing lighting along the backside of the  
6           building, and then once I get the results of  
7           that testing --

8           RESIDENT, BARRY TOWERS: Uh-huh.

9           MR. KURTZ: -- That'll tell us whether  
10          it's within standard or not. If it's out of  
11          standard, then we would come back -- when we  
12          put the fencing in, we would come back to put  
13          additional lighting in.

14          RESIDENT, BARRY TOWERS: An additional  
15          light in --

16          MR. KURTZ: Right.

17          RESIDENT, BARRY TOWERS: -- on the side of  
18          the building.

19          MR. KURTZ: Right. Yes. It depends on  
20          the results --

21          RESIDENT, BARRY TOWERS: Because the  
22          building is awful dark. It's awful dark at  
23          night on that side of the building.

24          MR. KURTZ: Right. And that's -- well,

1           when you -- when we do these types of things,  
2           we -- where we have the consultants come at  
3           night with the light meter and determine what  
4           the lighting is at various spots so they get an  
5           idea --

6           RESIDENT, BARRY TOWERS: Okay.

7           MR. KURTZ: -- of what the lighting is out  
8           there and where they could potentially put a  
9           light that would improve the lighting in the  
10          best fashion.

11          RESIDENT, BARRY TOWERS: Okay. Let me go  
12          as to the earthquake tolerance of this  
13          building. On your own personal judgment, do  
14          you think we could stand an earthquake?

15          RESIDENT, BARRY TOWERS: Huh-uh. We can't  
16          stand a strong wind.

17          MR. KURTZ: I haven't --

18          RESIDENT, BARRY TOWERS: I mean, I'm  
19          serious because I understand that you're saying  
20          at some of the other developments that you're  
21          bringing the building down to a three-story  
22          level; am I correct?

23          MR. KURTZ: What I -- what I said was --

24          RESIDENT, BARRY TOWERS: Three-story

1 level?

2 MR. KURTZ: What we said was, The  
3 buildings that we're building now --

4 RESIDENT, BARRY TOWERS: Uh-huh.

5 MR. KURTZ: -- the new buildings are only  
6 going up to the third floor level --

7 RESIDENT, BARRY TOWERS: Okay.

8 MR. KURTZ: -- and they are being built --  
9 I didn't say this, but they are being built to  
10 the code as it's required today.

11 RESIDENT, BARRY TOWERS: Right.

12 MR. KURTZ: Okay. And that code today  
13 does require some different type of seismic --  
14 most of the buildings -- well, I don't believe  
15 that --

16 RESIDENT, BARRY TOWERS: How old is our  
17 building, do you know?

18 MR. KURTZ: It's about 35 years old.

19 RESIDENT, BARRY TOWERS: 35 years old.

20 MR. KURTZ: I believe the old -- the  
21 building in Uptown is going to be a steel  
22 frame; is that correct? All the other  
23 buildings -- all the other buildings that we're  
24 building three-story are wood frame, and

1           there's specific techniques that are used to  
2           help the structural integrity under a seismic  
3           load for those type of things.

4                     With respect to this building, I haven't  
5           looked in detail at the foundation plan of this  
6           building.

7                     RESIDENT, BARRY TOWERS:  Okay.  What --

8                     MR. KURTZ:  I'm really not qualified  
9           enough to be able to make a professional  
10          judgment on it.

11                    RESIDENT, BARRY TOWERS:  Well, I'm not  
12          qualified either, Mr. Kurtz, but I --

13                    MR. KURTZ:  Uh-huh.

14                    RESIDENT, BARRY TOWERS:  -- know on that  
15          side of the building, there's a hole from a  
16          slab over the stairs --

17                    MR. KURTZ:  Uh-huh.

18                    RESIDENT, BARRY TOWERS:  -- about that --  
19          that far away from the slab of the building --

20                    MR. KURTZ:  Uh-huh.

21                    RESIDENT, BARRY TOWERS:  -- on that side,  
22          so I know if we get a jitter, that side's going  
23          to definitely come down.

24                    MR. KURTZ:  Again --

1           RESIDENT, BARRY TOWERS: Because the plank  
2 is not -- to the building, not attached, and  
3 this is wrong.

4           RESIDENT, BARRY TOWERS: It's not flat.

5           MR. KURTZ: Right.

6           RESIDENT, BARRY TOWERS: It -- it -- it's  
7 not flat. It's important. Now -- now, I'm  
8 saying that while you-all doing you-all study,  
9 I would like for you-all to study that, also.

10          MR. KURTZ: I would appreciate -- yeah.  
11 Point that out to us, and I'll know when the  
12 consultants come to do that seismic --

13          RESIDENT, BARRY TOWERS: There's going to  
14 be -- right.

15          MR. KURTZ: -- analysis, they'll look at  
16 that specific point. There's a lot of  
17 different factors that go into a seismic  
18 analysis. There's a lot of different forces  
19 that work on a building. You have sway forces,  
20 you have shear forces, you have the whole  
21 weight of the building --

22          RESIDENT, BARRY TOWERS: Uh-huh.

23          MR. KURTZ: -- and so the -- someone with  
24 a professional engineering license really has

1 to be the one to make the determination what  
2 would happen under a given type of activity  
3 from an earthquake.

4 RESIDENT, BARRY TOWERS: Right. Because  
5 even when it rains, it rains in the apartments.

6 MR. KURTZ: Hmm.

7 RESIDENT, BARRY TOWERS: It rains in the  
8 apartments. So I know if we get a strong  
9 earthquake or a --

10 MR. KURTZ: Uh-huh.

11 RESIDENT, BARRY TOWERS: -- strong wind,  
12 we -- we might not be here, you know, because  
13 of the -- the building itself. You can see  
14 along the walls where the -- the ceiling, you  
15 see holes. When you go to the apartments, you  
16 can see holes up there. It needs to be sealed.

17 MR. KURTZ: Okay. I know --

18 RESIDENT, BARRY TOWERS: So I know with a  
19 strong wind or a strong earthquake --

20 MR. KURTZ: Yeah.

21 RESIDENT, BARRY TOWERS: -- we're not  
22 going to be here. So I want you-all --

23 MR. KURTZ: Well, obviously, I'm not --

24 RESIDENT, BARRY TOWERS: -- to take that

1           into consideration --

2           MR. KURTZ:  We --

3           RESIDENT, BARRY TOWERS:  -- while you're  
4           doing your study, please.

5           RESIDENT, BARRY TOWERS:  We definitely  
6           will.

7           RESIDENT, BARRY TOWERS:  You know, just to  
8           fol- -- excuse me, Joy Reese.  Just to follow  
9           up, okay.  I live on the 11th floor.  Now,  
10          when the strong winds come, it actually sways  
11          the building.

12          MR. KURTZ:  Uh-huh.

13          RESIDENT, BARRY TOWERS:  You know what I'm  
14          saying?  And so a earthquake in two or three  
15          minutes, it's over anyway.

16          MR. KURTZ:  Uh-huh.

17          RESIDENT, BARRY TOWERS:  But I'm only  
18          saying that it can't even stand the wind.

19          MR. KURTZ:  These are all -- I'm not  
20          downplaying your concern.

21          RESIDENT, BARRY TOWERS:  I know.

22          MR. KURTZ:  I do know that I've been in  
23          many very tall buildings that sway in the wind,  
24          and they are earthquake designed.  So just



1           because you have some movement in the building  
2           doesn't necessarily mean that it's going to  
3           collapse in an earthquake. Okay.

4                     RESIDENT, BARRY TOWERS: My name is  
5           Katherine Kurr.

6                     MR. KURTZ: Yes.

7                     RESIDENT, BARRY TOWERS: And my concern  
8           is, is the plan to save this building?

9                     MR. KURTZ: Well, let's go back to how we  
10          look at a building. We have to look at it in  
11          terms of the economics of repairing it, okay?  
12          We have to see what could be done structurally  
13          if it's necessary to make this building  
14          withstand a certain level of an earthquake.  
15          And then on top of that, add the cost for  
16          renovation to each of the individual units.

17                    So once we get the analysis back from our  
18          consultants in terms of the costs -- the  
19          projected costs for repair, then we have to  
20          look at that and say, well, how much money does  
21          HUD give us? And they have a -- they have a  
22          cap on how much money they allow you to spend  
23          on new construction or renovation, and  
24          they'll -- they can say, well, that's probably

1 not a -- that may not be a viable approach.

2 So we have to go through a study to say  
3 how much would it cost us to fix the building  
4 as is. If it be- -- if it becomes a matter  
5 that it's too expensive, then we would have to  
6 develop some alternative plans. We aren't at  
7 that point yet, but we have to go through this  
8 process of determining a cost, and to do that,  
9 we have to take into account all those factors  
10 before we can make that determination.

11 Yes, sir.

12 RESIDENT, BARRY TOWERS: Okay. I'm pretty  
13 sure this is on everybody's mind. Every year  
14 you-all come and mention the five-year plan.  
15 Where do that plan begin and where do it end?

16 MR. KURTZ: The five-year plan -- there's  
17 two parts to it. You have the annual plan,  
18 which is what the housing authority intends to  
19 do in the fiscal year that's starting  
20 July 1st of 2006. And it'll run from  
21 July 1st of 2006 to June 30th of 2007.  
22 That's year one.

23 The five-year plan then extends the next  
24 four consecutive fiscal years, okay? And the

1 annual plan goes through in detail what we  
2 believe we're actually going to do. And that's  
3 where it lists each of these activities and  
4 lists which properties we're going to work on.  
5 Here's -- it allocates the budget towards those  
6 specific sites. It covers a lot of other  
7 issues, pet policy. I've got the whole list of  
8 them here. Pet policies, lease agreements,  
9 grievance procedures, all those type of things.  
10 All those are within the annual plan.

11 Those last four years of the plan only  
12 lists potential projects that might be done  
13 based on a projected receipt of funds from HUD.

14 RESIDENT, BARRY TOWERS: Very good. Okay.  
15 I'm sorry, my name is George Hill. But the  
16 last three years, you-all have been talking  
17 about the five-year plan. Okay. Say, three  
18 years ago. So where would this plan end back  
19 from three years ago, the five-year plan?

20 MR. KURTZ: Yeah. Well, every year we  
21 come it's in -- we update the five-year plan,  
22 okay.

23 RESIDENT, BARRY TOWERS: Uh-huh.

24 MR. KURTZ: We update it.

1           RESIDENT, BARRY TOWERS: In other words,  
2           it's renewed every year.

3           MR. KURTZ: It's renewed every year.

4           RESIDENT, BARRY TOWERS: Okay.

5           MR. KURTZ: Right. Now, what it does, the  
6           five-year -- the four-year portion, if you  
7           will, that's not in that first year lists a lot  
8           of projects that we have on the future to do.  
9           What it allows us to do is it allows us to look  
10          at our resources in a given year, look at what  
11          we may have planned for three or four years  
12          down the road, and if the need -- and if the  
13          executive director says, you know, we have got  
14          to deal with this issue sooner than we thought,  
15          it gives him the authority to go out and, say,  
16          well, in year three we plan to do this work,  
17          but we need to do it now.

18          It allows us to have already brought it  
19          into the public visibility, gotten HUD to  
20          understand that this is a future requirement.  
21          And it says, okay. Well, that future  
22          requirement is more immediate than we thought,  
23          okay.

24          RESIDENT, BARRY TOWERS: Mr. Kurtz --

1 Rosie Meredith, I'm sorry. You-all -- you-all  
2 often amend the five-year plan according to  
3 what the emergency needs are?

4 MR. KURTZ: We don't amend the five-year  
5 plan very often. We don't amend the five-year  
6 plan very often because amending the five-year  
7 plan necessitates going for a public comment  
8 period.

9 RESIDENT, BARRY TOWERS: Okay.

10 MR. KURTZ: So what the five-year plan  
11 does is it provides us with that flexibility  
12 with projects that are already -- have already  
13 been submitted for public review and comment  
14 without a lot of detail because you don't know  
15 what's going to happen --

16 RESIDENT, BARRY TOWERS: Right.

17 MR. KURTZ: -- four years from now.

18 Yes, ma'am.

19 RESIDENT, BARRY TOWERS: Brenda Blevin.  
20 Are they going to look at security cameras?

21 MR. KURTZ: That's a -- that's a question  
22 that's come up at -- in another site, and I'm  
23 going to have to go back and talk to Mr. Webb  
24 about that because it had been a project, we

1           deferred that project, and I'm not sure where  
2           that project went.

3                     RESIDENT, BARRY TOWERS:  You know,  
4           especially since security is no longer in the  
5           building --

6                     MR. KURTZ:  Uh-huh.

7                     RESIDENT, BARRY TOWERS:  -- we've seen a  
8           lot of different incidents happen.

9                     MR. KURTZ:  Right.  And I would encourage  
10          you, if you have a concern about the security  
11          in this particular facility, put that -- write  
12          that down as a comment and submit it.

13                    Okay.  Let me -- is there another  
14          question?

15                    Yes, ma'am.  I guess she's stretching.

16                    RESIDENT, BARRY TOWERS:  Yeah.

17                    MR. KURTZ:  Okay.

18                    RESIDENT, BARRY TOWERS:  Uh-huh, I'm just  
19          stretching.

20                    MR. KURTZ:  Okay.  Well, let me -- I  
21          appreciate -- I appreciate all the questions.  
22          Let me cover what we have in store for the  
23          other sites, and I'll cover those in fairly  
24          quick fashion.

1           In addition to the senior center that  
2           Ms. Phillips mentioned, we in our department  
3           are completing multiple demolition projects to  
4           support subsequent phases at University Place.  
5           Those of you who remember the Baptist rehab  
6           hospital there at Crump and Pauline. We're in  
7           the process of tearing that structure down  
8           right now.

9           Behind that property was the old Memphis  
10          Furniture factory. We're in the process of  
11          tearing that down right now. Across the street  
12          from that was the Big A Auto Parts warehouse.  
13          We are completing the demolition of that site.

14          We have a couple of other demolitions in  
15          that revitalization zone south of Crump that  
16          we're going to undertake this year. That will  
17          clear the way for the subsequent Phase 2 and  
18          Phase 3 development that Ms. Phillips talked  
19          about.

20          Talk about Dixie Homes. I alluded to it  
21          before. Dixie Homes is going to be a major  
22          challenge for us this year. We are going to be  
23          relocating the residents. We've developed a  
24          relocation plan to be implemented so as to

1 minimize the impact on residents with children  
2 in school.

3 The first residents to be relocated prior  
4 to the start of -- excuse me, prior to the end  
5 of this school year will be those who do not  
6 have children and can be accommodated either  
7 through Section 8 or other vacancies at other  
8 public housing sites.

9 Once school completes this spring, we will  
10 shift focus and a lot of effort will go towards  
11 relocating families from Dixie Homes. And then  
12 we'll shift back to completing the relocation.  
13 Our goal is to have everybody relocated from  
14 Dixie Homes by the end of this calendar year.  
15 That would allow us to start the demolition of  
16 Dixie Homes shortly thereafter.

17 New Chicago is another project area that  
18 we're in the process of developing. Some of  
19 you recall Oates Manor up on the north side  
20 there at Manassas and Marble.

21 RESIDENT, BARRY TOWERS: Near Firestone?

22 MR. KURTZ: Firestone, yeah. It's just  
23 south of Firestone Avenue. That property is  
24 now owned by the Memphis city schools there.



1           Their intention is to build a new Manassas High  
2           School there.

3                   We have -- we're in the process of  
4           acquiring some other land just east of Manassas  
5           High School on the south side of Firestone  
6           Avenue. We'll be planning up to 150 units for  
7           construction there. In the event that HUD does  
8           open up a notice of funds available for an  
9           application for HOPE VI, we will submit an  
10          application for HOPE VI for that site. There  
11          are -- it's currently an industrial site.  
12          We'll demolish it and then come back with the  
13          housing. We'll also be looking at a second  
14          phase of acquisitions in that area.

15                   At Cleaborn Homes we've got some things  
16          that we need to finish up in the landscaping  
17          contract that we suspended because of the  
18          weather. We have about 55 units vacant that we  
19          are going to be repairing through this spring  
20          and summer to accommodate relocation of  
21          residents from Dixie Homes.

22                   I do have one fire damaged building that  
23          I'm going to take down there, assuming I get a  
24          good bid on it. We bid it out once, and

1           unfortunately, people wanted us to pay three  
2           times what we ought, so we -- but we're not  
3           going to do that. We are looking at repairing  
4           a roof, too, at the central office.

5                     Another portion of Cleaborn Homes, which  
6           is south of Georgia Avenue, is the site for our  
7           Dixie Homes off-site home ownership program.  
8           We will be building 30 single-family residences  
9           there, and they will be made available either  
10          through lease-to-purchase or outright purchase.  
11          We hope to be able to get started late this  
12          fall or early next spring on the construction  
13          there.

14                    In addition, there's a small triangle of  
15          land across the street from the home ownership  
16          site that is excess to our housing authority  
17          needs. We'll be submitting the application to  
18          HUD to put that particular piece up for sale.

19                    Let's see. What else we got? We talked  
20          about Barry Towers. Venson Center, I don't  
21          have a lot planned there. We're looking at an  
22          ornamental awning perhaps. Venson Center is in  
23          the same type situation as the rest of the  
24          high-rises. Look at the physical needs

1 assessment and the seismic analysis and we'll  
2 make a determination on how to structure our  
3 approach from here on out.

4 Graves Manor on south -- in southwest  
5 Memphis, we're planning to demolish that. We  
6 have to finalize our application for submittal,  
7 and once we do that, we will be planning new  
8 development there. We're looking at another  
9 senior center, as well as multifamily and  
10 single-family rental.

11 We are going to re-advertise to sell  
12 Walter Simmons, and we thought we were going to  
13 be able to sell that to the City of Memphis.  
14 However, they've withdrawn their bid, so we're  
15 going to seek other parties to buy that.

16 Okay. Nothing at Jefferson Square this  
17 year.

18 Horn Lake Heights we have -- we are not  
19 prepared to proceed with revitalization there.

20 Montgomery Plaza, I've got some site  
21 improvements to do at that particular  
22 development. They had some drainage problems  
23 over the last few years.

24 At Borda Towers, we do have some first

1 floor asbestos that we're going to remove and  
2 do some common area repairs. They did not get  
3 the repairs to the first floor that were --  
4 last several years.

5 Go to Harold Ford Village. That's going  
6 to be a new development that we're going to  
7 build on the former Ford Road site. We'll be  
8 building 72 units, 36 of which will be public  
9 housing. We expect to get approval from HUD  
10 this summer and hopefully start the  
11 infrastructure construction late this fall.

12 Cypress Wood is off Horn Lake Road. We're  
13 going to finalize our design of about 125  
14 units. We will be applying for loan from  
15 housing tax credit to fund new construction  
16 there.

17 Let me touch base on Texas Courts and  
18 Alabama Plaza. Those two sites are both very  
19 small sites. We will be submitting to HUD/SAC  
20 a disposition action, obtain their approval to  
21 sell those.

22 Ms. Phillips mentioned Uptown family  
23 housing. A lot of construction underway in the  
24 Uptown area.

1           Crockett Place Apartments, I believe we  
2 mentioned that last year. At the former  
3 Hawkins Mill site we had disposed of the  
4 property. A private developer has built an  
5 84-unit complex there. And we have gained HUD  
6 approval to place 26 public-housing units in  
7 that new development.

8           They are leasing-up now as we speak, so if  
9 anybody's interested in that type of housing  
10 upon Range Line Road across the street from  
11 Crockett Park, you'll want to sign up at that  
12 development.

13           RESIDENT, BARRY TOWERS: These are senior  
14 apartments?

15           MR. KURTZ: This site is not senior-only.

16           RESIDENT, BARRY TOWERS: Oh, okay.

17           MR. KURTZ: I did mention already Latham  
18 Terrace. We expect late fall 2006 for that.

19           Fowler multifamily. We have 40 units.  
20 We're pending construction. We expect to get  
21 HUD approval either this week or next for that  
22 whole development process and have that  
23 construction finished by the end of this fall.  
24 There are 4 quadruplex buildings there of 4

1 units each and 24 single-family houses. All of  
2 them are public housing, so that's 40 more  
3 units.

4 Yes.

5 RESIDENT, BARRY TOWERS: Yes. My name is  
6 Erline Brown, and I want to know if y'all going  
7 to do anything about inside of the units? You  
8 know, like the closet door done fell down. Go  
9 to inspect, they don't write it down on the  
10 paper. They write --

11 RESIDENT, BARRY TOWERS: They didn't come  
12 in.

13 RESIDENT, BARRY TOWERS: -- other things  
14 down, but the closet door falling down. I got  
15 very expensive clothes. They don't say nothing  
16 about it. I don't understand it.

17 MR. KURTZ: All right. If I -- let me  
18 recommend that you write that comment down, and  
19 we can refer that to the property manager.

20 Yes, sir.

21 RESIDENT, BARRY TOWERS: Devin Dumont.  
22 Apartment ceiling have collapsed, and the  
23 concrete and the -- what you call it?

24 RESIDENT, BARRY TOWERS: Plaster.

1           RESIDENT, BARRY TOWERS:  What do they call  
2           it?

3           RESIDENT, BARRY TOWERS:  Sheetrock.

4           MR. KURTZ:  Sheetrock.

5           RESIDENT, BARRY TOWERS:  Right.  Sheetrock  
6           is what I'm trying to say.  All of it is  
7           falling down on the floor.  I have a lung  
8           condition.  I'm on a nebulizer machine --

9           MR. KURTZ:  Uh-huh.

10          RESIDENT, BARRY TOWERS:  -- and I'm  
11          breathing in all that dust and stuff, you know.

12          MR. KURTZ:  Uh-huh.

13          RESIDENT, BARRY TOWERS:  I can taste the  
14          dust.

15          MR. KURTZ:  Okay.  I'm not --

16          RESIDENT, BARRY TOWERS:  And I'm opposing  
17          it, and I wish they would do something.

18          MR. KURTZ:  I do intend to fix that this  
19          year, yes.

20          RESIDENT, BARRY TOWERS:  Okay.  My name is  
21          Joy Reese.  I'm talking about renter's rights.  
22          I'm talking about when people -- when  
23          maintenance come into your apartment.

24          MR. KURTZ:  Uh-huh.

1           RESIDENT, BARRY TOWERS: You don't know  
2           that they are there. They can see you going  
3           out. And when you leave, they go in your  
4           apartment. Okay. Shouldn't they put some type  
5           of a letter or something letting you know that  
6           they've been in your apartment?

7           I mean, you can see the tracks. I wear a  
8           5 shoe. I don't wear a 12. So in other words,  
9           they come in and they leave, you know, and  
10          you -- you can see where they've been in there,  
11          but you don't know what they were in there for.

12          I don't have anything illegal in my  
13          apartment, but I don't know when the people  
14          come in there what they would leave in my  
15          apartment. That's my concern. So shouldn't  
16          they leave something?

17          MR. KURTZ: That's --

18          MS. TAYLOR: Yes, ma'am. Each time  
19          maintenance comes into your apartment, they  
20          should be leaving you a while-you-were-out  
21          slip --

22          RESIDENT, BARRY TOWERS: You know they  
23          don't.

24          MS. TAYLOR: -- so you know exactly what



1           they were doing in your unit and what time they  
2           were there.

3           RESIDENT, BARRY TOWERS: They don't.

4           RESIDENT, BARRY TOWERS: They be different  
5           people, I think, in my apartment. And I'm  
6           saying as her. I was supposed to get some kind  
7           of stamp.

8           RESIDENT, BARRY TOWERS: Sammy Knight.

9           RESIDENT, BARRY TOWERS: Sammy Knight.

10          RESIDENT, BARRY TOWERS: Sammy Knight.

11          RESIDENT, BARRY TOWERS: Sammy Knight,

12          305. I was saying that.

13          MR. KURTZ: Okay. All right. The last  
14          thing that I want to mention is we're looking  
15          at additional acquisitions of property so that  
16          we can provide additional housing. Mentioned  
17          we had over 10,000 backlog, a waiting list on  
18          public housing, so we're going to be looking at  
19          that.

20          Okay. That completes my discussion of the  
21          annual plan. Are there any other questions or  
22          comments?

23          RESIDENT, BARRY TOWERS: Yes. My name is  
24          Katherine Kurl.

1           RESIDENT, BARRY TOWERS: What did you say?

2           RESIDENT, BARRY TOWERS: About the waiting  
3 list, y'all were going to try to do about the  
4 waiting list?

5           MR. KURTZ: We have -- the waiting list  
6 has been closed. There are approximately  
7 10,000 people on the waiting list. We're going  
8 to continue to go through the revitalization  
9 effort and look for acquisition of other  
10 properties, if it makes sense to acquire it, so  
11 that we can provide more housing for the  
12 citizens of Memphis.

13           Yes, ma'am, you had a question.

14           RESIDENT, BARRY TOWERS: Yeah. What about  
15 the satellite?

16           RESIDENT, BARRY TOWERS: Make sure you say  
17 your name.

18           RESIDENT, BARRY TOWERS: Stella Cons.  
19 What about the satellite?

20           MR. KURTZ: Well, we did a feasibility  
21 study, and I got some costs back on that, and  
22 there hasn't been a final decision made on how  
23 we're going to proceed with that. One of the  
24 issues that we deal with is routing cables

1 through the building and whether that's an  
2 advisable thing to do given some of the  
3 asbestos that's in the building. So I don't  
4 have an answer for you on that right now.

5 RESIDENT, BARRY TOWERS: Okay. I have a  
6 question. My name is Rosie Meredith.  
7 Mr. Kurtz, you mentioned asbestos. Is asbestos  
8 still in the building?

9 MR. KURTZ: There is asbestos in some  
10 places, uh-huh.

11 RESIDENT, BARRY TOWERS: They didn't  
12 get -- they didn't finish -- finish getting all  
13 the asbestos here?

14 MR. KURTZ: Well --

15 RESIDENT, BARRY TOWERS: They came in --

16 MR. KURTZ: -- it depends on -- it depends  
17 on where it is, and usually, it's not in a  
18 condition that has to be removed. There are  
19 different techniques you can use to  
20 encapsulate. For example, in the walls many  
21 times it's embedded within the joint compound.  
22 As long as the painting is maintained  
23 satisfactorily, it presents no hazard.

24 RESIDENT, BARRY TOWERS: Oh, okay. All

1 right.

2 MR. KURTZ: Yes, sir.

3 RESIDENT, BARRY TOWERS: I'm Bishop A.  
4 Reed. We come out of a ten-room house into two  
5 rooms, and my wife keeps a clean house. You  
6 can eat off the floor. Is it any way, by me  
7 being a man of the cloth, we could have one  
8 more bedroom? We -- I got -- I'm the father of  
9 15 children.

10 MR. KURTZ: Uh-huh.

11 RESIDENT, BARRY TOWERS: And I don't want  
12 you to do nothing special for me, but is  
13 that -- can 2 rooms, 702 where we are.

14 MR. KURTZ: So you have a two-bedroom  
15 apartment right now?

16 RESIDENT, BARRY TOWERS: No. I'm asking  
17 you is it possible?

18 MS. TAYLOR: Not in public housing, no.

19 MR. KURTZ: Not in public housing. I  
20 think the way it works in public housing --

21 RESIDENT, BARRY TOWERS: Anything is  
22 possible.

23 MR. KURTZ: -- is every individual --

24 MS. TAYLOR: You're housed according to

1 your family size, and you're in your  
2 appropriate family size right now.

3 RESIDENT, BARRY TOWERS: My wife came  
4 here -- we came here in '97.

5 MR. KURTZ: Uh-huh.

6 RESIDENT, BARRY TOWERS: We come out of a  
7 ten-room house. We ought to have some place  
8 for the person besides me and Mrs. Reed to lay  
9 down, because she -- I'm the senior bishop of  
10 the Church of God in Christ.

11 MR. KURTZ: Uh-huh.

12 RESIDENT, BARRY TOWERS: I'm not asking  
13 for no favor --

14 MR. KURTZ: Uh-huh.

15 RESIDENT, BARRY TOWERS: -- but I'm just  
16 asking you do you have --

17 MR. KURTZ: As I think Ms. Taylor has  
18 said, public housing entitles you to certain  
19 numbers.

20 RESIDENT, BARRY TOWERS: That's my wife  
21 sitting right over behind you.

22 MR. KURTZ: Hi, how are you?

23 Public housing entitlement is based on the  
24 family as it exists.

1           RESIDENT, BARRY TOWERS: Well, see, I  
2           didn't choose it, Mrs. Reed chose it.

3           MR. KURTZ: That's probably not a  
4           situation I want to get in between, although  
5           I'm standing in between it right now.

6           RESIDENT, BARRY TOWERS: When she came  
7           here, I traveled a lot, but she -- but on her  
8           and our ten-room house, and I told her to find  
9           a place where I could be satisfied when I'm  
10          gone, and she found this place. They had  
11          24-hour security then, but they don't have  
12          nothing now.

13          MR. KURTZ: Okay. If you have any  
14          comments about the security, please make sure  
15          you write that down and send it in. Thank you,  
16          sir.

17          RESIDENT, BARRY TOWERS: All right.

18          MR. KURTZ: Is there another question?

19          RESIDENT, BARRY TOWERS: My name is Albert  
20          Simms.

21          RESIDENT, BARRY TOWERS: I think I'm  
22          trying to understand. I know you value  
23          opinion, and most of this, we have the wrong  
24          understanding. I understand that you have

1           answered some questions that they should be  
2           asked asking the manager. And I know you can't  
3           tell us about -- about these things, but we  
4           want to understand what you saying about they  
5           building different places so we can find out  
6           where to move, where to go. They usually have  
7           the manager tell -- tell most of the people in  
8           here what you're about and what you can tell  
9           us. I think it would be more easier on you,  
10          and we can try to get out of here in a little  
11          bit.

12                 MR. KURTZ: Okay. All right. Well, I  
13           work together with the operations and the asset  
14           management staff to work through the issues of  
15           what they're going to take on in terms of work  
16           and what my department needs to take on. We do  
17           need to take on that balcony repair --

18                 RESIDENT, BARRY TOWERS: Right.

19                 MR. KURTZ: -- and that's on my list to  
20           take care of, yes. Other issues, Ms. Taylor  
21           and her staff are more than capable of handling  
22           those repair items. We can and will make  
23           available back through Ms. Taylor those sites  
24           that are being constructed so that she's aware

1 of what those potential availabilities are.

2 Okay. Jackie, do you have some things you  
3 want to share?

4 MS. PARTEE: Huh-uh. I don't have  
5 anything. Just good morning, Rosie, now --

6 RESIDENT, BARRY TOWERS: Yes. Thank you,  
7 Mr. Kurtz.

8 MR. KURTZ: Well, thank you.

9 RESIDENT, BARRY TOWERS: And I'm going to  
10 have Ms. Jackie Partee because I have a couple  
11 of questions that I would like to ask her.

12 MS. PARTEE: Well, we're just here to talk  
13 about the five-year plan.

14 RESIDENT, BARRY TOWERS: No. But I wanted  
15 to ask you some questions --

16 MS. PARTEE: Well, I can't answer them  
17 because you --

18 RESIDENT, BARRY TOWERS: Yes, you can.

19 MS. PARTEE: -- should have given me the  
20 questions before I got here --

21 RESIDENT, BARRY TOWERS: Yes, you can.  
22 Yes, you can.

23 MS. PARTEE: -- and I'd be prepared.

24 RESIDENT, BARRY TOWERS: You are prepared.



1           You're always prepared. That's what the Bible  
2           says, always be prepared, right?

3                     Now, I want to ask Ms. Partee about the  
4           self-reliance program. Is it going to be  
5           implemented at Barry? That's A. And also  
6           about the community service program. Those are  
7           your -- thank you.

8                     MS. PARTEE: Do you-all know what the  
9           self-reliance agreement is? The self-reliance  
10          agreement is a document that our board has  
11          approved that stipulates that if you're not  
12          exempt because you're 62, that you're disabled  
13          and you have documentation that you're disabled  
14          and not working, that you don't have to perform  
15          what's called community service hours. So if  
16          you're not 62, if you're not disabled, you must  
17          work.

18                    If you're not working, you need to perform  
19          eight hours of community services. Otherwise,  
20          we will not renew your lease. It's mandated by  
21          congress that you must work. So they gave you  
22          an option that if you're not working, you must  
23          perform community service hours.

24                    Yes, ma'am.

1           RESIDENT, BARRY TOWERS: Ms. Partee, I  
2           have a question. Do you consider the security  
3           monitor volunteer at this desk as volunteer --

4           MS. PARTEE: Who are you doing it for?

5           RESIDENT, BARRY TOWERS: Rosie.

6           MS. PARTEE: Yes.

7           RESIDENT, BARRY TOWERS: Okay. Thank you.

8           RESIDENT, BARRY TOWERS: That don't mean  
9           everybody volunteer for the desk.

10          MS. PARTEE: You can work with Rosie to  
11          perform your community service hours, and she  
12          can sign off on it. But you must get it into  
13          our office because when it comes time for your  
14          recertification, they are not going to renew  
15          your lease. If they do not renew your lease,  
16          they're going to give you an eviction notice.

17          RESIDENT, BARRY TOWERS: How many days?

18          MS. PARTEE: Thirty days eviction notice.  
19          And some of you may have gotten them because  
20          you're not turning the documentation in. If  
21          you are elderly, you don't have to worry about  
22          it. But if you get a letter, it means that  
23          some documentation may have been found in  
24          somebody else's file or lost, so you need to

1 get the information to recertification or to  
2 Stacie Grange.

3 Okay. If you are a resident in public  
4 housing, you're going to have to sign the  
5 self-reliance agreement regardless of your age  
6 or disability. Everybody must sign it because  
7 everybody must have a case manager or a service  
8 coordinator, everybody.

9 Okay. And so it will automatically tell  
10 you once you sign it that you are exempt if you  
11 meet the criteria for exemption. Sixty-two, if  
12 you're already working, if you're already in  
13 school, if you're doing something for Rosie --

14 RESIDENT, BARRY TOWERS: Or Brenda.

15 MS. PARTEE: -- you -- no. Not a staff.

16 RESIDENT, BARRY TOWERS: Not staff. Okay.

17 MS. PARTEE: Huh-uh. It has to be for the  
18 resident association. If a school bus is  
19 stopping somewhere and you're helping the  
20 children on the bus. Volunteer, but you can't  
21 volunteer forever because the reason they're  
22 telling you to do the community service is so  
23 you go to work if you're not exempt. Everybody  
24 should be paying his rent, which means you need

1 to be working if you're not 62 years old and if  
2 you're not disabled.

3 So if you have come in here saying you're  
4 disabled, you must have a doctor's statement  
5 that says you are unable to perform community  
6 service hours. Tell your doctor that's what  
7 you need to go in your record. If you don't  
8 need have that in your record, we are not going  
9 to renew your lease.

10 Yes, sir.

11 RESIDENT, BARRY TOWERS: I am disabled and  
12 I still received a letter saying I was not in  
13 compliance with community service.

14 MS. PARTEE: Uh-huh.

15 RESIDENT, BARRY TOWERS: But I did speak  
16 to someone -- well, I tried contacting  
17 Ms. Stacie Grande, but her supervisor told me  
18 that she don't know what the reason was behind  
19 her sending me a letter.

20 MS. PARTEE: Do you have documentation --

21 RESIDENT, BARRY TOWERS: Yes, ma'am.

22 MS. PARTEE: -- from your doctor saying  
23 you cannot perform community services, and does  
24 the housing authority have it?

1           RESIDENT, BARRY TOWERS: Her supervisor  
2 told me that --

3           MS. PARTEE: I'm her supervisor.

4           RESIDENT, BARRY TOWERS: Oh, well, you  
5 might have talked to me last week.

6           MS. PARTEE: What's your name?

7           RESIDENT, BARRY TOWERS: Mr. Simms.

8           MS. PARTEE: Well, you didn't talk to me.

9           RESIDENT, BARRY TOWERS: Okay.

10          MS. PARTEE: Huh-uh. You didn't talk to  
11 me. You may have talked to somebody in  
12 recertification.

13          RESIDENT, BARRY TOWERS: Right.

14          MS. PARTEE: That's who you talked to.

15          RESIDENT, BARRY TOWERS: That's what I'm  
16 talking about, right. Stacie Grande's  
17 supervisor.

18          MS. PARTEE: No. You didn't talk to  
19 Stacie Grande's supervisor.

20          RESIDENT, BARRY TOWERS: Because she's  
21 Stacie Grande's supervisor.

22          MS. PARTEE: You need to get the  
23 documentation over, that's what you need.  
24 Because if we can't tell legal that you are --

1           RESIDENT, BARRY TOWERS: Well, she  
2           straightened it out.

3           MS. PARTEE: Oh, okay. Oh, okay.

4           RESIDENT, BARRY TOWERS: I want to ask --

5           RESIDENT, BARRY TOWERS: You say get it  
6           over --

7           RESIDENT, BARRY TOWERS: -- a question.

8           RESIDENT, BARRY TOWERS: -- who is that?

9           MS. PARTEE: To Stacie Grande at MHA.

10          RESIDENT, BARRY TOWERS: Okay. At 700  
11          Adams.

12          MS. PARTEE: 700 Adams.

13          RESIDENT, BARRY TOWERS: Okay. A lot of  
14          you-all receive checks, okay? We -- lot of us  
15          receive social security, SSI. Do you still --  
16          you still need it.

17          MS. PARTEE: Let me give you an example.  
18          Are you disabled? Answer the question.

19          RESIDENT, BARRY TOWERS: Yes.

20          MS. PARTEE: But you work. You have  
21          worked.

22          RESIDENT, BARRY TOWERS: Yes.

23          MS. PARTEE: So it means some disabled  
24          people -- just because you're disabled doesn't

1 mean you can't work. So you would have to  
2 provide us a statement saying you cannot  
3 perform community service hours, or you're  
4 going to get a lease cancellation.

5 RESIDENT, BARRY TOWERS: All right.

6 MS. PARTEE: Y'all get it?

7 RESIDENT, BARRY TOWERS: Uh-huh.

8 MS. PARTEE: Because you do have disabled  
9 people who work.

10 RESIDENT, BARRY TOWERS: Yes.

11 MS. PARTEE: Okay. So the doctor needs to  
12 say, You can't perform community services.

13 RESIDENT, BARRY TOWERS: And your name is  
14 Partee.

15 MS. PARTEE: Yes, Bishop.

16 RESIDENT, BARRY TOWERS: What about me  
17 and --

18 MS. PARTEE: You exempt. You and Ms. Reed  
19 are exempt. You're mature adults. Yes, sir.

20 Yes, ma'am.

21 RESIDENT, BARRY TOWERS: I'm 68. Do I  
22 have to --

23 MS. PARTEE: You're exempt.

24 RESIDENT, BARRY TOWERS: All right. Thank

1           you.

2                   MS. PARTEE:  If you're 62 -- how many  
3           people in here 62?

4                   RESIDENT, BARRY TOWERS:  Don't say you  
5           ain't.

6                   MS. PARTEE:  Raise your hand if you're 62  
7           or above 62.  If you're older than 62 years  
8           old, you are exempt, but you still need to fill  
9           the forms out so we can say in your file you  
10          are exempt because of your age.  You can -- and  
11          none of you would be exempt because you're  
12          caring for somebody who is disabled because you  
13          don't have have -- is anybody in here caring  
14          for somebody disabled?  That's another reason  
15          you can be exempt, but you have to have the  
16          documentation.

17                   Does everybody understand?  So pass the  
18          word on.  We need your doctor to say, if you  
19          are younger than 62, they you are unable to  
20          perform community services.  If that's not in  
21          your file, you're going to get a lease  
22          termination.  Do you understand?

23                   RESIDENT, BARRY TOWERS:  But if you're 68,  
24          you need the doctor to sign that you --



1           RESIDENT, BARRY TOWERS:  If you're 62, you  
2           ain't got to worry about it, Katie.

3           RESIDENT, BARRY TOWERS:  Oh, I thought she  
4           said you had to --

5           RESIDENT, BARRY TOWERS:  No.

6           RESIDENT, BARRY TOWERS:  She said you got  
7           to sign the forms -- you still have to fill the  
8           forms out from the office -- by my office.  I'm  
9           going to come to everybody's apartment.  From  
10          the management office, Ms. Taylor's office.

11          Right, Ms. Taylor?  They have to find --  
12          they have to sign their forms from your office  
13          when they go in there.

14          MS. PARTEE:  Y'all stop making it hard.  
15          Stop making it hard.  Okay.

16          RESIDENT, BARRY TOWERS:  One more  
17          question.  Now, I have to perform community  
18          service work, you see?  But I performed mine  
19          because days they ain't nobody at that desk, I  
20          know I'm there.  But -- well, where I have to  
21          go to volunteer at night?

22          MS. PARTEE:  Mr. Simmons have to sign the  
23          form for what you do at the residents  
24          association.

1           RESIDENT, BARRY TOWERS: Oh, good. God  
2           bless you. Thank you, sweetie.

3           Now, with the commun- -- can we come over  
4           to your place to get a job?

5           MS. PARTEE: (Shakes head negatively).

6           RESIDENT, BARRY TOWERS: We can't go over  
7           there?

8           MS. PARTEE: Because then you're taking  
9           the place of someone we could have hired, and  
10          they will sue us because we're allowing you to  
11          come in and do volunteer work when they could  
12          have come and gotten paid. And you wouldn't  
13          like that yourselves.

14          RESIDENT, BARRY TOWERS: Well, I want to  
15          get paid, too.

16          MS. PARTEE: Sure. Now, let me tell you  
17          another way you can get your hours. You know  
18          we have the resident employment and training  
19          center?

20          RESIDENT, BARRY TOWERS: Right. Over  
21          at --

22          MS. PARTEE: You can come there and do job  
23          search, you can come there and look for jobs,  
24          you can come there and fill out applications,

1 and you are performing community services when  
2 you do that.

3 RESIDENT, BARRY TOWERS: That's what I was  
4 talking about, to your place.

5 MS. PARTEE: Right. Train -- yeah. Come  
6 over to the resident employment and training  
7 center that's on the bottom floor.

8 Yes, sir.

9 RESIDENT, BARRY TOWERS: Ms. Partee, some  
10 of the meeting here is to help Ms. Brenda with  
11 the --

12 MS. PARTEE: Passing out the  
13 commodities --

14 RESIDENT, BARRY TOWERS: Right. Help her  
15 with those sacks --

16 MS. PARTEE: -- and passing out fliers for  
17 Rosie on your floor when you have -- like this  
18 meeting, there should be more people here. She  
19 needed help. Did you pass the fliers out?  
20 Whoever is the captain on that floor, she  
21 shouldn't have had to go to every floor. She  
22 could have said, If you're the floor captain of  
23 12, 10, 9, you all could have passed and you  
24 would have gotten credit.

1           RESIDENT, BARRY TOWERS: The floor  
2 captains -- forget it.

3           MS. PARTEE: Okay. Is everybody doing  
4 okay today otherwise?

5           RESIDENT, BARRY TOWERS: Yes.

6           MS. PARTEE: Good to see you.

7           RESIDENT, BARRY TOWERS: Yes, ma'am,  
8 Ms. Partee, I'm trying to go out on a daily  
9 ticket, and I've worked like a day and a half  
10 on a daily ticket, and I turned that income  
11 into --

12          MS. PARTEE: You've been turning it in?

13          RESIDENT, BARRY TOWERS: Yes, ma'am.

14          MS. PARTEE: Okay.

15          RESIDENT, BARRY TOWERS: That's good.

16          MS. PARTEE: Always turn your income in,  
17 even if it's somebody giving you a contribution  
18 and you tell -- let's say you're getting a  
19 check from social security and you tell them  
20 you're getting a contribution from a child,  
21 that's in their system. So when you come to  
22 our recert, tell them you're getting a  
23 contribution because we have access to social  
24 security's system, to the unemployment, to the

1 department of human services, and if you don't  
2 tell us, it's like you're committing what?

3 RESIDENT, BARRY TOWERS: Fraud.

4 MS. PARTEE: So don't commit fraud because  
5 that's another way you can get evicted, and we  
6 don't want to lose any of you. We want to see  
7 your face in the place. Bye.

8 RESIDENT, BARRY TOWERS: Bye.

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## 1 C E R T I F I C A T E

2

3 STATE OF TENNESSEE:

4 COUNTY OF SHELBY:

5

6 I, L. Brittiny Mays, Court Reporter and  
7 Notary Public, Shelby County, Tennessee,  
8 CERTIFY:

9 The foregoing proceedings were taken before me at  
10 the time and place stated in the foregoing styled cause with  
11 the appearances as noted.

12 Being a Court Reporter, I then reported the  
13 proceedings in Stenotype, and the foregoing pages contain a  
14 true and correct transcript of my said Stenotype notes then  
15 and there taken.

16 I am not in the employ of and am not related to  
17 any of the parties or their counsel, and I have no interest  
18 in the matter involved.

19 I further certify that in order for this document  
20 to be considered a true and correct copy, it must bear my  
21 original signature and that any reproduction in whole or in  
22 part of this document is not authorized and not to be  
23 considered authentic.

24 Witness my signature this the 28th  
day of February, 2006.

\_\_\_\_\_  
L. BRITTINY MAYS, Court Reporter

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1

MEMPHIS HOUSING AUTHORITY  
FIVE YEAR PLAN MEETING

2

3

4

5

SITE: FOOTE HOMES COMMUNITY BUILDING

6

FEBRUARY 8, 2006

7

TIME: 9:00 a.m.

8

9

10 PRESENT FROM MEMPHIS HOUSING AUTHORITY:

11

ROBERT KURTZ

12

YVETTE CAMEL-SMITH

13

LURETHA PHILLIPS

14

JACKIE PARTEE

15

16

17

18

19

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14:06:42 1 MR. KURTZ: I am Bob Kurtz with the  
14:06:42 2 capital improvements department. I'm glad to  
14:06:42 3 be back here. I think it's my fourth  
14:06:42 4 consecutive year to discuss the plan. Yvette  
14:06:42 5 Camel-Smith is our deputy executive director  
14:06:42 6 and general counsel. She's going to give some  
14:06:42 7 introductory remarks about the overall  
14:06:42 8 objectives of the plan.

14:06:42 9 And then I will follow up with some more  
14:06:42 10 specific details to include specific projects  
14:06:42 11 and initiatives that we have under way with  
14:06:42 12 construction on the various sites. We also  
14:06:42 13 have Luretha Phillips with us in the back.

14:06:42 14 She will be discussing the Hope VI  
14:06:42 15 program, which is a major component of our  
14:06:42 16 revitalization of public housing here in the  
14:06:42 17 city of Memphis. We will pass it over to  
14:06:42 18 Yvette Camel-Smith.

14:06:42 19 MS. CAMEL-SMITH: Good morning. I am  
14:06:42 20 Yvette Camel-Smith. I am better known, I  
14:06:42 21 guess, as the general counsel for the Memphis  
14:06:42 22 Housing Authority. I would like to say welcome  
14:06:42 23 on behalf of our executive director, Robert  
14:06:42 24 Lipscomb. We appreciate not only your presence



14:06:42 1 but your participation in this process; and, of  
14:06:42 2 course we welcome that participation at each  
14:06:42 3 and every hearing.

14:06:42 4 We are here this morning to discuss our  
14:06:42 5 annual plan for the fiscal year 2006. And I  
14:06:42 6 would like to begin by emphasizing the Memphis  
14:06:42 7 Housing Authority's vision for our 2006 annual  
14:06:42 8 plan. Our vision is to become a national model  
14:06:42 9 in the community for revitalization.

14:06:42 10 Our mission statement includes to provide  
14:06:42 11 community revitalization through a seamless  
14:06:42 12 system of support of services, affordable  
14:06:42 13 housing, and new business development.

14:06:42 14 The goals of the housing authority include  
14:06:42 15 the following: Our first goal is to increase  
14:06:42 16 the availability of decent, safe, and  
14:06:42 17 affordable housing. The second goal is to  
14:06:42 18 improve community quality of life and economic  
14:06:42 19 vitality.

14:06:42 20 The third goal is to promote  
14:06:42 21 self-sufficiency and asset development of  
14:06:42 22 families and individuals. The fourth goal of  
14:06:42 23 the housing authority is to ensure equal  
14:06:42 24 opportunity in housing for all Americans. Just



14:06:42 1 to give you an outline, a brief summary of our  
14:06:42 2 executive director summary that is admitted  
14:06:42 3 with our annual plan -- I will go over in  
14:06:42 4 bullet form exactly what his executive summary  
14:06:42 5 entails.

14:06:42 6 It includes replacing obsolete public  
14:06:42 7 housing stock, guaranteed housing for current  
14:06:42 8 residents, mobility counselors to train  
14:06:42 9 residents, renovation of viable family housing,  
14:06:42 10 senior and disabled development, reduced  
14:06:42 11 vacancy rate, site based professional  
14:06:42 12 management, coordinated case management,  
14:06:42 13 increased job opportunities, and to promote  
14:06:42 14 self-sufficiency.

14:06:42 15 And I think I will turn it back over to  
14:06:42 16 Mr. Kurtz and let him take over, and I will  
14:06:42 17 come back on the legal aspect.

14:06:42 18 MR. KURTZ: Thank you, Yvette. I  
14:06:42 19 appreciate that. One of the things I enjoy  
14:06:42 20 about working -- one of the things I really  
14:06:42 21 enjoy about working with the housing authority  
14:06:42 22 is that I work with a lot of great people who  
14:06:42 23 have a real heart for caring for our residents.

14:06:42 24 And that comes out in terms of our case



14:06:42 1 management. It comes out in terms of how we  
14:06:42 2 manage the assets in the Hope VI sites or pure  
14:06:42 3 public housing sites. I work with great people  
14:06:42 4 and they are very graceful and they overlook my  
14:06:42 5 omissions. I did want to mention Jackie Partee  
14:06:42 6 is here with us, director of human services,  
14:06:42 7 and Belinda Allen from Wood Homes.

14:06:42 8 I appreciate their understanding in my  
14:06:42 9 omission. It is a team at the housing  
14:06:42 10 authority. And we do work consistently  
14:06:42 11 together to bring the best quality product that  
14:06:42 12 we are able. Let me say at the outset that  
14:06:42 13 this focus for this meeting remains on the  
14:06:42 14 capital construction program and five-year  
14:06:42 15 plan.

14:06:42 16 It is not specifically entailed to  
14:06:42 17 maintenance issues on the site. If you have  
14:06:42 18 any maintenance issues on the site, you can  
14:06:42 19 direct those to Belinda. We will contact the  
14:06:42 20 office directly after the meeting to make sure  
14:06:42 21 that you get your requirements in to them.

14:06:42 22 Let me pick it up where we left off. I  
14:06:42 23 did mention -- did you mention the housing  
14:06:42 24 needs?





14:06:42 1 MS. CAMEL-SMITH: No, I did not.

14:06:42 2 MR. KURTZ: We know that there's a  
14:06:42 3 continuing need for affordable housing in the  
14:06:42 4 city of Memphis. Our waiting list for Section  
14:06:42 5 8 is over 2900 families, and our public housing  
14:06:44 6 waiting list is over 10,000 families. Just  
14:06:44 7 recently the board, the housing authority  
14:06:44 8 board, approved closing the waiting list for  
14:06:44 9 public housing because we have such a backlog.

14:06:44 10 We are in a major revitalization effort  
14:06:44 11 both in the Hope VI side as well as the capital  
14:06:44 12 improvement side to bring back a lot of public  
14:06:44 13 housing, a lot of affordable housing, over the  
14:06:44 14 next three to five years. We will talk about  
14:06:44 15 that in detail shortly.

14:06:44 16 In sum, we have over \$151 million of  
14:06:44 17 resources. That's a combination of federal  
14:06:44 18 grants, prior year federal grants, rental  
14:06:44 19 income, other sources of income, and  
14:06:44 20 non-federal sources. That would include grants  
14:06:44 21 from the city of Memphis, which it does often  
14:06:44 22 include with our major reconstruction efforts.

14:06:44 23 It could include low income housing tax  
14:06:44 24 credits, which is a program that we work



14:06:44 1 through the state of Tennessee and through  
14:06:44 2 private financing channels and get a lot of the  
14:06:44 3 money we need for reinvestment in the  
14:06:44 4 community.

14:06:44 5 If you want more details on where all of  
14:06:44 6 that money comes from, you can look on Pages 16  
14:06:44 7 and 17 of the annual plan. Let me relate that  
14:06:44 8 the plan itself is available for viewing at the  
14:06:44 9 public library on Poplar Avenue. It's also  
14:06:44 10 available in the human resources department on  
14:06:44 11 the first floor in the central office.

14:06:44 12 I believe that the resident president has  
14:06:44 13 a copy of the annual plan. And if we have not  
14:06:44 14 already done so, we will be making available to  
14:06:44 15 the management office here a copy of the annual  
14:06:44 16 plan. So you will have opportunity to go take  
14:06:44 17 a look at it for yourselves, see what's in  
14:06:44 18 there. We encourage your comments.

14:06:44 19 This is not only a HUD requirement for us,  
14:06:44 20 but it's something that we really believe in --  
14:06:44 21 coming, talking at each of the cites,  
14:06:44 22 encouraging public involvement, getting the  
14:06:44 23 feedback of what's going on so that where it's  
14:06:44 24 feasible we tailor what we can do with the



14:06:44 1 given resources to what the needs of the  
14:06:44 2 community are.

14:06:44 3 So I want to encourage you to do that.

14:06:44 4 Let me discuss briefly the timeline. The  
14:06:44 5 public comment period for this particular plan  
14:06:44 6 opened on February 1st. We are in our fifth of  
14:06:44 7 ten meetings with residents at each of the  
14:06:44 8 developments this week.

14:06:44 9 The comment period ends the 19th of March.

14:06:44 10 If you have specific comments, we encourage  
14:06:44 11 those. We would ask that you submit them in  
14:06:44 12 writing addressed to the executive director.

14:06:44 13 You can provide them through your resident  
14:06:44 14 president. You can provide them through the  
14:06:44 15 management office. You can bring them to the  
14:06:44 16 central office, whichever way you desire. But  
14:06:44 17 we want your comments.

14:06:44 18 There will be an additional public hearing  
14:06:44 19 on the 21st of March. I believe it's at  
14:06:44 20 9:00 o'clock. I still got to confirm that  
14:06:44 21 time, but it will be in the board room of the  
14:06:44 22 housing authority. That's where we will have  
14:06:44 23 another public hearing for anybody interested  
14:06:44 24 to review the plan, discuss the plan, and



14:06:44 1 submit their comments.

14:06:44 2 Following that, the staff will look at  
14:06:44 3 those comments, review them, incorporate  
14:06:44 4 changes as required and discuss them with the  
14:06:44 5 executive director, and then we tentatively  
14:06:44 6 intend to take the plan to the board of  
14:06:44 7 commissioners for their review and approval.

14:06:44 8 That meeting is scheduled for the 30th of  
14:06:44 9 March with a subsequent submittal to HUD. HUD  
14:06:44 10 has 75 days to review that from receipt. That  
14:06:44 11 would put us right around the 1st of July,  
14:06:44 12 which is the start of the fiscal year. That is  
14:06:44 13 the timeline.

14:06:44 14 Let me shift into some of the major  
14:06:44 15 efforts that I have under way in the capital  
14:06:44 16 improvements area. Then I will ask Luretha  
14:06:44 17 Phillips to come, give you an overview of the  
14:06:44 18 Hope VI areas. And then I will jump back and  
14:06:44 19 go in detail on each of the sites.

14:06:44 20 Three major themes that I wanted to  
14:06:44 21 stress -- we do have a physical needs  
14:06:44 22 assessment that we're going to be conducting at  
14:06:44 23 each of the public housing sites as well as the  
14:06:44 24 privately managed sites. The purpose of that





14:06:44 1 is to determine needs and help us in our  
14:06:44 2 planning for the future in terms of allocating  
14:06:44 3 resources to construction requirements.

14:06:44 4 This was an old requirement under the  
14:06:44 5 capital grant program. It's not required under  
14:06:44 6 the capital fund program unless -- I say that  
14:06:44 7 unless HUD requested it from us. They  
14:06:44 8 requested it because we had proposed to them a  
14:06:44 9 financing plan where we would pledge our future  
14:06:44 10 receipt of funds from them to pay back a loan  
14:06:44 11 that we received from the city of Memphis.

14:06:44 12 We will use that money from the city of  
14:06:44 13 Memphis in the immediate term to rebuild  
14:06:44 14 various sites, five or six sites around the  
14:06:44 15 city. HUD asked us to do the physical needs  
14:06:44 16 assessment. We're going to complete that. We  
14:06:44 17 think it's a good thing to do.

14:06:44 18 In addition, as a part of that, we are  
14:06:44 19 going to complete a seismic analysis of each of  
14:06:44 20 the high rise developments that we have. Borda  
14:06:44 21 Towers, Jefferson Square. We have completed an  
14:06:44 22 analysis already, a seismic analysis, at Venson  
14:06:44 23 Center. We are reviewing those results as we  
14:06:44 24 speak.



14:06:44 1            Secondly, we have an energy audit under  
14:06:44 2            way. That energy audit is being conducted at  
14:06:44 3            each of the public housing sites, pure public  
14:06:44 4            housing. We will shortly have an in-house  
14:06:44 5            staff member conducting energy -- a utility  
14:06:44 6            allowance study at the privately managed sites.

14:06:44 7            We will get that utility allowance study  
14:06:44 8            from the MHA managed sites. We expect that to  
14:06:44 9            happen over the next 30 days. What will happen  
14:06:44 10            is, once we receive the results of that study,  
14:06:45 11            we will put that utility allowance study out  
14:06:45 12            for public comment. I believe it's a 60-day  
14:06:45 13            public comment period requirement.

14:06:45 14            Subsequent to that, we will bring it to  
14:06:45 15            the board of commissioners for approval and  
14:06:45 16            implementation. What that will do is it will  
14:06:45 17            adjust the utility allowance at each of public  
14:06:45 18            housing residences, on their monthly rent.  
14:06:45 19            It's based on consumption data of the utilities  
14:06:45 20            that we receive from MLG&W to allow us to see  
14:06:45 21            energy efficiencies and adjust utility  
14:06:45 22            allowances accordingly.

14:06:45 23            Lastly, we have a major initiative --  
14:06:45 24            RESIDENT: On the utilities, will you all



14:06:45 1 be having MLG&W come out and read the meters  
14:06:45 2 monthly, or will they be estimating the bills?  
14:06:45 3 Because I know by estimating the bills it be a  
14:06:45 4 lot higher than them actually coming out and  
14:06:45 5 reading the meters every month.

14:06:45 6 MR. KURTZ: Could you state your name,  
14:06:45 7 please.

14:06:45 8 RESIDENT: Gary Williams.

14:06:45 9 MR. KURTZ: Jerry Williams?

14:06:45 10 RESIDENT: Gary.

14:06:45 11 MR. KURTZ: Gary Williams?

14:06:45 12 RESIDENT: Uh-huh.

14:06:45 13 MR. KURTZ: I believe that MLG&W comes out  
14:06:45 14 every month to read the meters. What we do is  
14:06:45 15 we go to the utility because we don't maintain  
14:06:45 16 your records for a three-year period. And then  
14:06:45 17 the utility allowance study -- you go back and  
14:06:45 18 look at a three-year assumption data of all the  
14:06:45 19 utilities.

14:06:45 20 That gives us an idea of what is an  
14:06:45 21 appropriate utility allowance based on the  
14:06:45 22 usage and then the cost of that usage over  
14:06:45 23 time. When there's a change in the cost -- and  
14:06:45 24 we all know the utility costs have been going



14:06:45 1 on -- HUD allows us to go back in and provide  
14:06:45 2 that additional allowance to residents. That's  
14:06:45 3 what we're in the process of doing right now.

14:06:45 4 Probably given mid-February right now for  
14:06:45 5 placing the study, it will be in the May-June  
14:06:45 6 timeframe before we actually get a public  
14:06:45 7 comment period finished and implement that new  
14:06:45 8 utility allowance.

14:06:45 9 Okay. The last major program is senior  
14:06:45 10 designations. And I will let Luretha -- I will  
14:06:45 11 let you talk about senior centers since you  
14:06:45 12 have done the bulk of the effort over the last  
14:06:45 13 year.

14:06:45 14 MS. PHILLIPS: Thank you. Good morning  
14:06:45 15 everybody. I'm Luretha Phillips. I am in the  
14:06:45 16 Hope VI office. We are responsibility for the  
14:06:45 17 implementation of our Hope VI revitalized  
14:06:45 18 sites. That's where we go in, tear a site  
14:06:45 19 down, tear a delapidated development down, and  
14:06:45 20 rebuild that site and have in the community  
14:06:45 21 homeowners, renters, public housing.

14:06:45 22 It's called a mixed income approach that  
14:06:45 23 we use to revitalize those communities. We  
14:06:45 24 have four existing public housing sites. Hope





14:06:45 1 VI grants are used to revitalize those public  
14:06:45 2 housing sites. The first one, as you know, is  
14:06:45 3 LeMoyné Gardens. Now, it has been renamed  
14:06:45 4 College Park.

14:06:45 5 We are finished with that site, and we're  
14:06:45 6 expected to do a closeout with all of the  
14:06:45 7 physical revitalization activities by March of  
14:06:45 8 this year. All of the families, of course,  
14:06:45 9 have moved back. We have sold all of the 70  
14:06:45 10 homes that's out at that site as well as the  
14:06:45 11 designated elderly facility at the site for  
14:06:45 12 senior only living.

14:06:45 13 That means seniors 62 and above live at  
14:06:45 14 that site. The housing authority believes that  
14:06:45 15 they can improve the quality of living for --  
14:06:45 16 for our seniors; and, therefore, we have  
14:06:45 17 designated an elderly only building.

14:06:45 18 We have four such buildings. Three are in  
14:06:45 19 the planning stage, and one has been developed  
14:06:45 20 and has been occupied by the residents at  
14:06:45 21 College Park. The second Hope VI grant was  
14:06:45 22 awarded in 2000. That was for the Uptown or  
14:06:45 23 the Hurt Village site.

14:06:45 24 That site -- we're about 60 percent



14:06:45 1 complete with development activities. The  
14:06:45 2 residents have moved back in to three of the  
14:06:45 3 phases. Uptown Square. We have Greenlaw  
14:06:45 4 Apartments and the Metropolitan Apartments. We  
14:06:45 5 have about 21 single family homes for public  
14:06:45 6 housing residents that have been built so far.

14:06:45 7 We will have a hundred of those such homes  
14:06:45 8 rebuilt over the next few months. We are  
14:06:45 9 actually scheduled to complete the development  
14:06:45 10 activities for the Hurt Village grant by  
14:06:45 11 December of this year. We have a 69-unit  
14:06:45 12 senior building, senior only building, at that  
14:06:45 13 site as well in the Greenlaw and Manassas  
14:06:45 14 neighborhood.

14:06:45 15 Our third Hope VI is for University Place  
14:06:45 16 or Lamar Terrace. We are scheduled to start  
14:06:45 17 construction in March of this year. That's for  
14:06:45 18 a 118-unit senior only facility. That facility  
14:06:45 19 will contain 82 public housing units. And  
14:06:45 20 those are for seniors as well, 62 and above.

14:06:45 21 We also have the family rental units that  
14:06:45 22 will be part of that site as well. A total of  
14:06:45 23 400 -- or 391 total units will be built back at  
14:06:45 24 the Lamar Terrace or University Place. Our



14:06:45 1 fourth Hope VI, which is the latest one that  
14:06:45 2 has been awarded, was awarded in October of  
14:06:45 3 last year. That's for our Dixie Homes site.

14:06:45 4 We will start in the next few weeks with  
14:06:45 5 the massive relocation process that we will  
14:06:45 6 have to undertake, relocating some 500 families  
14:06:45 7 from that site. It's going to take possibly  
14:06:45 8 another 9 to 12 months to relocate the  
14:06:45 9 families.

14:06:45 10 We will find other suitable public housing  
14:06:45 11 for them, or they will take the Section 8  
14:06:45 12 option. So -- yes, ma'am.

14:06:45 13 RESIDENT: Rosetta Woodly. Okay. You say  
14:06:45 14 you're going to seek to find other public  
14:06:45 15 housing when there are only four public housing  
14:06:45 16 complexes.

14:06:45 17 MS. PHILLIPS: Of the development?

14:06:45 18 RESIDENT: Of the development.

14:06:45 19 All of those peoples probably -- is not  
14:06:45 20 eligible for Section 8.

14:06:45 21 MS. PHILLIPS: Right.

14:06:45 22 RESIDENT: And where are all of those  
14:06:45 23 people going to go to? What's going to happen  
14:06:45 24 to all of those people?



14:06:45 1 MS. PHILLIPS: HUD has awarded 385  
14:06:45 2 vouchers. So many of the families -- possibly  
14:06:45 3 some 200 families will choose the Section 8  
14:06:45 4 option and qualify for Section 8. And we have  
14:06:45 5 a hundred and -- I believe somewhere around 120  
14:06:45 6 at this point.

14:06:45 7 But public housing -- we have actually  
14:06:45 8 frozen all of the waiting list for the Hope VI  
14:06:45 9 sites and other public housing sites that we  
14:06:45 10 will have to accommodate those families in  
14:06:45 11 those available units at the public housing  
14:06:45 12 sites, at the Hope VI sites. And the other  
14:06:45 13 families will actually be accommodated through  
14:06:45 14 Section 8.

14:06:45 15 RESIDENT: Rosetta Woodly again. Okay.  
14:06:45 16 The criteria for returning to Dixie and Lamar  
14:06:45 17 Terrace -- are those people from Dixie Homes --  
14:06:45 18 so in a sense, the criteria is good  
14:06:45 19 housekeeping, paying rent on time, and et  
14:06:45 20 cetera.

14:06:45 21 Those are going to be qualified to move  
14:06:45 22 into those units when there's a whole lot of  
14:06:45 23 people that have moved out and not yet has been  
14:06:45 24 qualified to move into some of those units?





14:06:45 1 MS. PHILLIPS: They still have to qualify  
14:06:45 2 to be accepted at a Hope VI, and that is, as  
14:06:45 3 you mentioned, housekeeping. There's a  
14:06:45 4 background check. There's a credit check. And  
14:06:45 5 there's also SRA compliance. They have to  
14:06:45 6 comply with the self-reliance agreement that  
14:06:45 7 the housing authority has implemented.

14:06:45 8 And for those families that meet those  
14:06:45 9 basic qualifications, they will be accepted and  
14:06:45 10 accommodated at Hope VI sites. For those  
14:06:45 11 families that do not meet that criteria, they  
14:06:45 12 will have to be accommodated, and they will be  
14:06:45 13 accommodated in available public housing units.

14:06:45 14 Some may choose a private option, to go  
14:06:45 15 out on their own. That's still an option  
14:06:45 16 available to them, and the rest will be  
14:06:45 17 accommodated through Section 8. But we do have  
14:06:45 18 385 HUD approved vouchers for those that will  
14:06:45 19 go into Section 8. Yes, ma'am.

14:06:45 20 RESIDENT: My name is Linda Ellis. And  
14:06:45 21 those Hope VI projects that you say are  
14:06:45 22 completed -- are they -- are there still  
14:06:45 23 vacancies at those sites in the different --  
14:06:45 24 you know, in the senior facilities and the



14:06:46 1 other facilities, single family facilities?

14:06:46 2 MS. PHILLIPS: Yes, we do. Pretty much we  
14:06:46 3 give dates on the available units at those  
14:06:46 4 sites. We have units available at College  
14:06:46 5 Park. That's the existing Hope VI as well as  
14:06:46 6 Uptown. We have some available units at  
14:06:46 7 Uptown.

14:06:46 8 Some of the -- we have some Katrina  
14:06:46 9 victims there. They have moved out and  
14:06:46 10 selected a permanent housing choice. So those  
14:06:46 11 families that qualify will be accommodated in  
14:06:46 12 the Hope VI site as well as in other public  
14:06:46 13 housing units that we have available.

14:06:46 14 And I don't know what the count is today,  
14:06:46 15 but we have -- it's over 120 units that are  
14:06:46 16 available for the families from Dixie first.

14:06:46 17 RESIDENT: So the public housing residents  
14:06:46 18 do get a priority over other applicants? Is  
14:06:46 19 that part of how it works?

14:06:46 20 MS. PHILLIPS: Yes, ma'am. But at this  
14:06:46 21 point, Dixie Homes has the priority because we  
14:06:46 22 are going through a process of redeveloping  
14:06:46 23 that site. And we will have to relocate the  
14:06:46 24 families. So they get the priority in terms of



14:06:46 1 the vacant units that are available for public  
14:06:46 2 housing.

14:06:46 3 Then there's Section 8 that has been  
14:06:46 4 specifically designed for those -- awarded for  
14:06:46 5 those families of Dixie Homes, and that's 385  
14:06:46 6 units for the total 470-something units.

14:06:46 7 RESIDENT: One more question I got. Other  
14:06:46 8 than for public housing people, how are you  
14:06:46 9 marketing those sites? I mean, you know, I  
14:06:46 10 know there are a lot -- they are for different  
14:06:46 11 type income people; right?

14:06:46 12 MS. PHILLIPS: Right. You're asking about  
14:06:46 13 the Hope VI sites?

14:06:46 14 RESIDENT: Yeah. Because for Uptown, for  
14:06:46 15 example -- the Uptown site, there are so many  
14:06:46 16 units over there that are allotted for  
14:06:46 17 subsidized housing. Is that right?

14:06:46 18 MS. PHILLIPS: Correct.

14:06:46 19 RESIDENT: How is the other one marketed?

14:06:46 20 MS. PHILLIPS: At Uptown, there are 314  
14:06:46 21 public housing units.

14:06:46 22 RESIDENT: Uh-huh.

14:06:46 23 MS. PHILLIPS: Those sites are under  
14:06:46 24 private management. And as part of their



14:06:46 1 requirements, they maintain a site based  
14:06:46 2 waiting list. And they market when there is --  
14:06:46 3 when they are scheduled to open, to reopen the  
14:06:46 4 waiting list. They're closed at this point  
14:06:46 5 because we have asked them to close the waiting  
14:06:46 6 list because we do need to accommodate the  
14:06:46 7 Dixie families.

14:06:46 8 But when the waiting list opens back up,  
14:06:46 9 they publicly advertise as well as sending out  
14:06:46 10 direct mail out to those families -- to those  
14:06:46 11 that we consider to be the Uptown families, the  
14:06:46 12 Hurt Village relocated families, the Lauderdale  
14:06:46 13 Courts relocated families.

14:06:46 14 Of course, it's in the -- they notify  
14:06:46 15 those on the MHA waiting list, and they notify  
14:06:46 16 those on the Section 8 waiting list. So that's  
14:06:46 17 pretty much how the marketing is handled for  
14:06:46 18 those sites. Of course, those sites have some  
14:06:46 19 four or five thousand families that are on the  
14:06:46 20 waiting list.

14:06:46 21 So they can draw from that for some time  
14:06:46 22 to come. When they purge that waiting list,  
14:06:46 23 then they will reopen it.

14:06:46 24 RESIDENT: When you say it's a private





14:06:46 1 management company, they are under contract  
14:06:46 2 with HUD? Is that the way it works?

14:06:46 3 MS. PHILLIPS: They're under contract with  
14:06:46 4 the Memphis Housing Authority, and we provide  
14:06:46 5 subsidies directly from HUD to those -- for  
14:06:46 6 those public housing families that live at  
14:06:46 7 those sites. Yes, ma'am.

14:06:46 8 RESIDENT: The housing is beautiful, the  
14:06:46 9 apartments and everything. But what I'm  
14:06:46 10 concerned about is security. There's nothing  
14:06:46 11 like not being able to get out of your  
14:06:46 12 apartment because several people are sitting on  
14:06:46 13 your steps.

14:06:46 14 There is nothing like walking up under  
14:06:46 15 trees and the limbs should be cut. They are  
14:06:46 16 hanging. My name is Jimmy Jones. They know me  
14:06:46 17 because I have sit down there at the office.

14:06:46 18 And also why should you have to beg  
14:06:46 19 somebody when you go pay your rent -- have to  
14:06:46 20 go two or three times because there isn't  
14:06:46 21 somebody available to take it?

14:06:46 22 MS. PHILLIPS: Are those specific sites  
14:06:46 23 that you're referencing?

14:06:46 24 RESIDENT: I'm referencing Foote Homes. I



14:06:46 1 am diabetic. Sometimes I be feeling bad. And  
14:06:46 2 I go down there, and there's nobody there. And  
14:06:46 3 you can't get nobody on the telephone. I have  
14:06:46 4 never been able to get anybody on the  
14:06:46 5 telephone.

14:06:46 6 Maybe other people, you know, may be able  
14:06:46 7 to get them on the phone, but I haven't. I  
14:06:46 8 haven't always lived in housing. But I thought  
14:06:46 9 public housing had the same obligation as a  
14:06:46 10 private real estate, to let you know what is  
14:06:46 11 available and don't get mad at you because you  
14:06:46 12 want to see more than one apartment design.

14:06:46 13 And I've heard people say, oh, that bitch  
14:06:46 14 know we doing her a favor. I don't think  
14:06:46 15 you're doing me no favor when I'm paying my  
14:06:46 16 rent. They don't say it to your face, but what  
14:06:46 17 I'm saying is, if you walk slow, you'd be  
14:06:46 18 surprised at what you hear.

14:06:46 19 MS. PHILLIPS: Okay. I will certainly  
14:06:46 20 make -- I've made note of your complaint. And  
14:06:46 21 I will turn it over to the asset management  
14:06:46 22 apartment. William Webb is the director of  
14:06:46 23 that department.

14:06:46 24 RESIDENT: And I think if you say



14:06:46 1 something about the area where you are -- you  
14:06:46 2 know, your neighbors should respect your  
14:06:46 3 territory. I don't go and sit on her porch  
14:06:46 4 without her permission.

14:06:46 5 I don't think something around the corner  
14:06:46 6 from me should sit on my porch without my  
14:06:46 7 permission because the police is going to say  
14:06:46 8 if you get attacked as you're going in your  
14:06:46 9 home -- you know, if a man put his feet in your  
14:06:46 10 door, you cannot get it out.

14:06:46 11 They are going to say you let that person  
14:06:46 12 in. You don't want to hurt somebody, but you  
14:06:46 13 don't want to be hurt either. And the gates  
14:06:46 14 are, you know -- about the gates -- that  
14:06:46 15 doesn't bother me because you get calls all  
14:06:46 16 through the night. People calling you.

14:06:46 17 The gates are not even fixed, and a lot of  
14:06:46 18 times they're rammed and all this kind of  
14:06:46 19 stuff. But I'm just saying basic security. I  
14:06:46 20 believe in live and let live --

14:06:46 21 MS. CAMEL-SMITH: Ms. Jones, can I ask you  
14:06:46 22 a question?

14:06:46 23 RESIDENT: Yes.

14:06:46 24 MS. CAMEL-SMITH: Have you made a written



14:06:46 1 report to the property management office or  
14:06:46 2 have you spoken to the property manager and  
14:06:46 3 voiced, you know, all of your concerns?

14:06:46 4 RESIDENT: I haven't voiced all of my  
14:06:46 5 concerns, but I tell you what I have went down  
14:06:46 6 and I said, well, you know, when I get ready to  
14:06:46 7 go out in my yard to pick up, I have got those  
14:06:46 8 overhanging limbs like they are going to fall  
14:06:46 9 in any minute.

14:06:46 10 So if I'm picking up under the tree and I  
14:06:46 11 get hit -- I already got high blood pressure.

14:06:46 12 MS. CAMEL-SMITH: Yeah. Well, of course,  
14:06:46 13 MHA has another liability at that point.  
14:06:46 14 That's why I'm asking. Have you reported these  
14:06:46 15 things to the property manager?

14:06:46 16 RESIDENT: I have reported them before. I  
14:06:46 17 haven't reported them recently.

14:06:46 18 MS. CAMEL-SMITH: Can I ask you to do  
14:06:46 19 that?

14:06:46 20 RESIDENT: Yes. I'll be glad to.

14:06:46 21 MS. CAMEL-SMITH: All right. Thank you.

14:06:46 22 RESIDENT: But I have also received word  
14:06:46 23 from HUD that sometimes when you report  
14:06:46 24 something that you get --





14:06:46 1 MS. CAMEL-SMITH: What?

14:06:46 2 RESIDENT: Where you get a flack-back from  
14:06:46 3 it because, you know, people do not like for  
14:06:46 4 you to speak out. They like for you to take it  
14:06:46 5 and just go. They don't like for to you speak  
14:06:46 6 up.

14:06:46 7 The same thing about -- I don't have no  
14:06:46 8 babies, but I have more diapers on my side than  
14:06:47 9 anybody. I haven't had a baby in 30 years. I  
14:06:47 10 asked about -- I asked about a larger apartment  
14:06:47 11 and everything. You know what I was told? You  
14:06:47 12 will have to have a baby.

14:06:47 13 Well, I ain't going to have no baby.

14:06:47 14 MS. PARTEE: One second. All of those  
14:06:47 15 comments are very important to us, but those  
14:06:47 16 comments will need to be made at a meeting with  
14:06:47 17 your manager and your asset management  
14:06:47 18 department. This meeting is about a five-year  
14:06:47 19 plan, those items that they are introducing to  
14:06:47 20 you today. But the maintenance is important.

14:06:47 21 We understand that, but we want to get  
14:06:47 22 through the five-year plan process; and after  
14:06:47 23 we finish that, I'm sure Ms. Allen will stay  
14:06:47 24 and I will stay and listen to whatever



14:06:47 1 maintenance-type issues you all may have. But  
14:06:47 2 let's stay on focus with the five-year plan  
14:06:47 3 meeting that they are here for because they are  
14:06:47 4 going to have another meeting to go to.

14:06:47 5 So don't forget what you want to talk  
14:06:47 6 about because we will stay after the meeting  
14:06:47 7 and talk about it with you. I didn't mean to  
14:06:47 8 cut you off. Okay. Thank you.

14:06:47 9 RESIDENT: I had a question concerning the  
14:06:47 10 jobs at the office. They have job listings  
14:06:47 11 available, but I would like to know will you  
14:06:47 12 all be providing jobs where there isn't so much  
14:06:47 13 experience needed for some of, you know, the  
14:06:47 14 residents that don't have much training in the  
14:06:47 15 jobs?

14:06:47 16 Just say for instance janitorial work. I  
14:06:47 17 don't see a lot of that posted because I have  
14:06:47 18 tried to move over in College Park in one of  
14:06:47 19 the houses because I have three kids. I wasn't  
14:06:47 20 able because my income is not high enough.

14:06:47 21 And like I said, a lot of jobs, as you  
14:06:47 22 know, even in restaurants now -- they're asking  
14:06:47 23 for more experience. I'm saying, as far as --  
14:06:47 24 are you all giving us opportunities to work



14:06:47 1 starting off by training us? That is the only  
14:06:47 2 way we will have opportunities because nobody  
14:06:47 3 will ever have opportunities without a fresh  
14:06:47 4 start somewhere. Terry Williams

14:06:47 5 MS. PARTEE: Can you stay after this  
14:06:47 6 five-year plan meeting, and I can talk with you  
14:06:47 7 specifically about that.

14:06:47 8 RESIDENT: My name is Margaret Locket, and  
14:06:47 9 I want to know are y'all going to be doing the  
14:06:47 10 same thing in Foote Homes that you do for Dixie  
14:06:47 11 Homes?

14:06:47 12 MS. PHILLIPS: In terms of the Hope VI?

14:06:47 13 RESIDENT: Yes. Uh-huh.

14:06:47 14 MS. PHILLIPS: I think the housing  
14:06:47 15 authority is making decisions as to whether  
14:06:47 16 they will apply for a Hope VI for this year.  
14:06:47 17 And I'm not aware of which development, but  
14:06:47 18 Mr. Kurtz will be able to address that at his  
14:06:47 19 presentation.

14:06:47 20 MR. KURTZ: It is not -- we're not going  
14:06:47 21 to demolish Foote Hopes. We don't have any  
14:06:47 22 intention to demolish Foote Homes.

14:06:47 23 MS. PHILLIPS: Yes, ma'am.

14:06:47 24 RESIDENT: My name is Betty Thorn. I was



14:06:47 1 told they were going to remove us from over  
14:06:47 2 there because I have FedEx --

14:06:47 3 MR. KURTZ: Let me just say that in the  
14:06:47 4 capital improvements department, I have the  
14:06:47 5 responsibility for listing every type of  
14:06:47 6 demolition and disposition application that we  
14:06:47 7 will submit in the next year.

14:06:47 8 We do not have any plans for demolition or  
14:06:47 9 disposition, sale, donation, of any of the land  
14:06:47 10 or any of the buildings or any of the property  
14:06:47 11 with respect to Foote Homes. We don't have  
14:06:47 12 anything in the immediate future of changing  
14:06:47 13 the current configuration of Foote Homes.

14:06:47 14 We -- as Ms. Phillips was saying, we go  
14:06:47 15 through our whole review of our portfolio  
14:06:47 16 seeing what we have. I'm not saying it won't  
14:06:47 17 happen five years from now. I don't know  
14:06:47 18 what's going to happen five years from now.

14:06:47 19 What I can tell you is today and for this  
14:06:47 20 next fiscal year, we will have no intention  
14:06:47 21 whatsoever of doing any changes to Foote Homes.  
14:06:47 22 Okay.

14:06:47 23 MS. PHILLIPS: Thank you. Okay. I think  
14:06:47 24 that pretty much wraps up the activity that we





14:06:47 1 have at our Hope VI sites. If you don't have  
14:06:47 2 any other questions, that concludes my  
14:06:47 3 presentation. Thank you.

14:06:47 4 MR. KURTZ: Thank you. Let me cover  
14:06:47 5 briefly -- we do have some home ownership  
14:06:47 6 opportunities that's we continue to support.  
14:06:47 7 There are home ownership opportunities at each  
14:06:47 8 one of the Hope VI sites or there have been.

14:06:47 9 And there will be in the Dixie Homes site  
14:06:47 10 as well. You may see some of that. It's a  
14:06:47 11 little bit nearer to the neighborhood here.  
14:06:47 12 Some of you may remember we had public housing  
14:06:47 13 on the south side of Georgia Avenue at Cleaborn  
14:06:47 14 Homes.

14:06:47 15 As part of the Dixie Homes hope VI  
14:06:47 16 program, we will be constructing 30 single  
14:06:47 17 family home ownership units. We see that as a  
14:06:47 18 good initiative in that neighborhood. Last  
14:06:47 19 year, we completed the construction of 25  
14:06:47 20 single family rental homes at Askew Place  
14:06:47 21 working with Jackie and some of the case  
14:06:47 22 management people.

14:06:47 23 We are helping those residents who have  
14:06:47 24 located from places like Foote Homes, Cleaborn



14:06:47 1 Homes, and other developments into single  
14:06:47 2 family housing rentals over at Askew Place.

14:06:47 3 While there, they are being assisted in  
14:06:47 4 establishing and maintaining better credit,  
14:06:47 5 working on job skills, working on  
14:06:47 6 self-sufficiency, and self reliance with the  
14:06:47 7 ultimate goal of home ownership. We think  
14:06:47 8 that's an integral part of every American's  
14:06:47 9 desire for asset management.

14:06:47 10 They call it obtaining your own home,  
14:06:47 11 having something that you can pass on to your  
14:06:47 12 heirs. You can only do that if you own it. So  
14:06:47 13 that's what home ownership allows you to do.

14:06:47 14 We see then the building of these 30  
14:06:47 15 single family homes at the corner of McKinley  
14:06:47 16 and Georgia Avenue as a real big step forward  
14:06:47 17 of changing that whole neighborhood from what  
14:06:47 18 it had been before to a little laboratory, if  
14:06:47 19 you will, an experimentation and demonstration  
14:06:47 20 of what we can do together in building new  
14:06:47 21 houses and working with people's legitimate  
14:06:47 22 needs and requirements and help move them a  
14:06:47 23 step toward home ownership. Yes, ma'am.

14:06:47 24 RESIDENT: I have a concern about all of



14:06:47 1           these Hope VI projects that I didn't hear  
14:06:47 2           anybody say anything about. A lot of these  
14:06:47 3           families that these Hope VI projects may help  
14:06:47 4           have children, and I think it would be a good  
14:06:47 5           idea -- because y'all will have some more  
14:06:47 6           meetings about what y'all can do with these  
14:06:47 7           places.

14:06:47 8           If I don't get to those meetings, I want  
14:06:47 9           somebody to bring up the fact that you are  
14:06:47 10          building houses and living places and that's  
14:06:47 11          great, but what about community centers right  
14:06:47 12          here, right here on the site?

14:06:47 13          And you know, a big community center might  
14:06:47 14          be able to house a day care, you know, that  
14:06:47 15          might be able to provide jobs for the people  
14:06:47 16          there.

14:06:47 17          MR. KURTZ: Did you want to talk about the  
14:06:48 18          community center at College Park?

14:06:48 19          COURT REPORTER: Can I have your name?

14:06:48 20          RESIDENT: Linda Ellis.

14:06:48 21          MS. PHILLIPS: At the Hope VI sites, when  
14:06:48 22          we go through a planning process, not every  
14:06:48 23          site is going to get a community center. Not  
14:06:48 24          every site is going to get a day care center.



14:06:48 1 It's based on the needs and the assessments  
14:06:48 2 that are made at that time.

14:06:48 3 For example, Dixie Homes has a day care  
14:06:48 4 center currently, and we're partnering with  
14:06:48 5 different agencies to bring back comparable  
14:06:48 6 services to what were there at the time and to  
14:06:48 7 bring additional services based on needs.

14:06:48 8 We have done -- Ms. Partee's group has  
14:06:48 9 done resident assessments. Some 50 percent --  
14:06:48 10 over 50 percent of those residents have said  
14:06:48 11 what they need or what they see as things that  
14:06:48 12 will help them, you know, improve or better  
14:06:48 13 their situation.

14:06:48 14 We go through a process of planning and  
14:06:48 15 partnering with different groups who bring back  
14:06:48 16 services. For example, College Park -- the  
14:06:48 17 planning team and the stake holders and the  
14:06:48 18 residents wanted to see a community center  
14:06:48 19 because there was not a community center in the  
14:06:48 20 area.

14:06:48 21 That's a multi-service center that has a  
14:06:48 22 bank that has a Boys and Girls Club and that  
14:06:48 23 has social services, educational facilities  
14:06:48 24 sponsored by LeMoyne Owen College. Those are





14:06:48 1 some of the things they say that they need, and  
14:06:48 2 now a day care center has opened up.

14:06:48 3 That is something that LeMoyné Owen Garden  
14:06:48 4 had, some of those things. And the housing  
14:06:48 5 authority was fortunate enough to pool those  
14:06:48 6 services under one facility.

14:06:48 7 At University Place, the needs are  
14:06:48 8 different. The residents as well as the  
14:06:48 9 planning team and -- of course, it's driven by  
14:06:48 10 budget as well. Some of those University  
14:06:48 11 Places are so close to College Park, and they  
14:06:48 12 can take advantage of some of those services,  
14:06:48 13 University Place and College Park.

14:06:48 14 But there is a community center that is 30  
14:06:48 15 thousand square feet. I don't know if you're  
14:06:48 16 familiar with the Ball Road facility, a group  
14:06:48 17 in the local community --

14:06:48 18 MS. PARTEE: Memphis Athletic Ministries.

14:06:48 19 MS. PHILLIPS: Thank you, Jackie. They  
14:06:48 20 actually have a facility on Walnut Grove. They  
14:06:48 21 are going to build a similar facility at  
14:06:48 22 University Place. They are going to have  
14:06:48 23 soccer fields, athletic fields, for the  
14:06:48 24 residents there. That's something that that



14:06:48 1 community said they needed and wanted to see  
14:06:48 2 happen, and we were fortunate enough to get it  
14:06:48 3 through the grant and through the partnering  
14:06:48 4 with community agencies.

14:06:48 5 Dixie Homes -- we're looking at different  
14:06:48 6 services, other services that the residents  
14:06:48 7 need, and then drawing a connection with the  
14:06:48 8 hospitals that are currently there. And we are  
14:06:48 9 rebuilding that site based on different needs  
14:06:48 10 that were acknowledged during the planning  
14:06:48 11 process.

14:06:48 12 And with Uptown, we don't have a community  
14:06:48 13 center planned, but there is an existing  
14:06:48 14 facility that the park commission runs. And  
14:06:48 15 that is the Greenlaw Community Center. It sits  
14:06:48 16 in the heart of Uptown. So they can take  
14:06:48 17 advantage of that. I don't know if you're  
14:06:48 18 familiar with the --

14:06:48 19 MS. PARTEE: And Holy Community Church and  
14:06:48 20 Bridges.

14:06:48 21 MS. PHILLIPS: They run gym facilities.  
14:06:48 22 They serve the residents of that area, Uptown  
14:06:48 23 area; and that's something that -- we partner  
14:06:48 24 with them. They already have those facilities,



14:06:48 1 and the residents can take advantage of those  
14:06:48 2 facilities. And they have a swimming pool at  
14:06:48 3 Uptown Square. So the residents can utilize  
14:06:48 4 that facility.

14:06:48 5 So we're not going to be able to put the  
14:06:48 6 same services -- and I guess it doesn't make  
14:06:48 7 good economic sense to put the same services at  
14:06:48 8 all of the sites when you partner with agencies  
14:06:48 9 that can provide those services at a much more  
14:06:48 10 reasonable cost and a better fit than what you  
14:06:48 11 would be able to do.

14:06:48 12 RESIDENT: Rosetta Woodly again. So what  
14:06:48 13 you're saying is that at University Place, they  
14:06:48 14 will not have a community center?

14:06:48 15 MS. PHILLIPS: They will have a community  
14:06:48 16 center at the University Place. It will be a  
14:06:48 17 MAN facility, Memphis Athletic Ministries.  
14:06:48 18 It's a 30,000 square foot community center.  
14:06:48 19 They already have one on Ball Road. They are  
14:06:48 20 building one in the heart of that development.

14:06:48 21 And for the seniors, they have walking  
14:06:48 22 trails. They have billiard rooms, amenities in  
14:06:48 23 the senior facility, a beauty shop and --

14:06:48 24 MS. PARTEE: Clinic.



14:06:48 1 MS. PHILLIPS: Clinic, yes, where you can  
14:06:48 2 receive services -- the seniors can receive  
14:06:48 3 services there. And a fountain, terrace --

14:06:48 4 MS. CAMEL-SMITH: I think there's going to  
14:06:48 5 be a work-out facility.

14:06:48 6 MS. PHILLIPS: Yes. They have a facility  
14:06:48 7 for you to exercise indoor and outdoor.  
14:06:48 8 Exercise.

14:06:48 9 RESIDENT: Does the funding provide for  
14:06:48 10 salaries for people to work in these places?

14:06:48 11 MS. PHILLIPS: It will be staffed, and  
14:06:48 12 primarily there will be space that will be  
14:06:48 13 available for a doctor to come in if it's --  
14:06:48 14 you know, for examinations. They will provide  
14:06:48 15 the space and partner with agencies to come in  
14:06:48 16 and provide those services, that will provide  
14:06:48 17 space for a beauty shop.

14:06:48 18 Laundry facilities on every floor -- this  
14:06:48 19 is for the senior building. The units will  
14:06:48 20 have laundry facilities inside of the  
14:06:48 21 individual units, but there will be a community  
14:06:48 22 center at that site that will provide  
14:06:48 23 activities for the youth and outdoor athletic  
14:06:48 24 fields to accommodate the recreation needs of





14:06:48 1 the families out there.

14:06:48 2 COURT REPORTER: What is your name again?

14:06:48 3 RESIDENT: Linda Ellis.

14:06:48 4 MS. PHILLIPS: I'm going to let Mr. Kurtz  
14:06:48 5 get back to his presentation.

14:06:48 6 MR. KURTZ: Thank you, Luretha. I  
14:06:48 7 appreciate that. I might add with respect to  
14:06:48 8 the jobs and opportunities, we do have the  
14:06:48 9 resident employment training center in the  
14:06:48 10 housing authority central office.

14:06:48 11 We have embarked on major construction  
14:06:48 12 efforts over the last several years and will  
14:06:48 13 continue with that trend over the next  
14:06:48 14 foreseeable future. In every one of the  
14:06:48 15 construction contracts that my department  
14:06:48 16 handles that we are involved in, we  
14:06:48 17 specifically encourage job employment  
14:06:48 18 opportunities to the contractors.

14:06:48 19 We encourage residents or people in the  
14:06:48 20 community to identify themselves with Mr. Bruce  
14:06:48 21 Young in the resident employment training  
14:06:48 22 center. He has some capabilities, some  
14:06:48 23 programs that they can use to help enhance some  
14:06:48 24 job skills.



14:06:48 1           And at the same time, I direct all my  
14:06:48 2           contractors to talk to Bruce so that Bruce ends  
14:06:48 3           up being that -- the match maker type who can  
14:06:48 4           say, well, there's -- there are so many  
14:06:48 5           openings of construction jobs of this type with  
14:06:48 6           this general contractor.

14:06:48 7           And then the individual involved with it,  
14:06:48 8           of course, needs to meet those employer's  
14:06:48 9           requirements for employment. But we try to  
14:06:48 10          facilitate that and encourage that because we  
14:06:48 11          realize that that's an important component of  
14:06:48 12          our restoration of economic vitality in each of  
14:06:48 13          the communities.

14:06:48 14          RESIDENT: Darlene Griggs. Okay. My  
14:06:48 15          question is will University Place be anything  
14:06:48 16          like Foote Homes? I can make an example. I  
14:06:48 17          live at 418 Park Place. We got some  
14:06:48 18          apartments, you know, down on the ground. We  
14:06:48 19          got apartments up above your head.

14:06:48 20          Now, if I got to hear people's  
14:06:48 21          conversation outside -- what happen to y'all  
14:06:48 22          construction work? You should not have to hear  
14:06:48 23          people's conversation out doors in your living  
14:06:48 24          room. I got one bedroom -- which I got three



14:06:48 1 bedrooms. If my daughter was to come back home  
14:06:48 2 from Atlanta and sleep in her room -- she  
14:06:48 3 cannot sleep in there.

14:06:48 4 You know why? Because I got an upstairs  
14:06:48 5 building over my head. When they slam the  
14:06:48 6 doors, we can't get no sleep. Now, you tell me  
14:06:48 7 University Place -- please tell me it's not  
14:06:48 8 going to be like that. If it is, we might as  
14:06:48 9 well stay where we at. Don't waste money now.  
14:06:48 10 Please don't waste money at University Place.

14:06:48 11 MR. KURTZ: Okay. I can't address what  
14:06:48 12 went into the renovations here. The buildings  
14:06:48 13 that will be built over at University Place  
14:06:48 14 will meet the current construction code for  
14:06:48 15 those types of deadening of noise.

14:06:48 16 RESIDENT: Feel free to come over my  
14:06:48 17 house. I want y'all to hear what y'all are  
14:06:48 18 wasting your money on.

14:06:48 19 MR. KURTZ: With respect to your situation  
14:06:48 20 with neighbors, that's an issue that I would  
14:06:48 21 encourage you to talk to the resident president  
14:06:48 22 about and property management if you have a  
14:06:48 23 problem with an adjacent tenant.

14:06:48 24 Okay. Let me run through the list of what



14:06:48 1 we're going to do at various developments. We  
14:06:48 2 have no -- nothing planned in the capital  
14:06:48 3 program for Foote Homes for this year or in the  
14:06:48 4 near future. In the event that we have some  
14:06:48 5 change, we will let you know.

14:06:48 6 The only thing that I could foresee in the  
14:06:48 7 next several years is if -- and this is an  
14:06:48 8 "if" -- if the operations department needs  
14:06:48 9 assistance from capital to repair units to make  
14:06:48 10 them available for occupancy in a timely  
14:06:48 11 manner, we may get involved in that.

14:06:48 12 At the present time, I think the occupancy  
14:06:48 13 rate is pretty good. We have got 98 percent.  
14:06:48 14 Pretty close. And because of the amount of he  
14:06:48 15 investment that was done over the last several  
14:06:48 16 years, the quality of the apartments are -- and  
14:06:49 17 the durability of those are better than some of  
14:06:49 18 the other sites.

14:06:49 19 Consequently, people moving in -- when  
14:06:49 20 they move out, it's a shorter time for our  
14:06:49 21 in-house staff to be able to make them ready  
14:06:49 22 for the next occupants. So that's a good  
14:06:49 23 thing.

14:06:49 24 Let me address University Place. In





14:06:49 1 addition to the senior center construction that  
14:06:49 2 Luretha talked about, we in the capital  
14:06:49 3 improvements department have a lot of activity  
14:06:49 4 under way. If you're interested, if you go  
14:06:49 5 take a look, we are in the process of  
14:06:49 6 demolishing the former Baptist Rehab hospital.

14:06:49 7 We're also in the process of demolishing  
14:06:49 8 the former Memphis Furniture Factory. We are  
14:06:49 9 also finishing the demolition clean-up at the  
14:06:49 10 former Big A Auto Parts warehouse. There will  
14:06:49 11 be some additional acquisitions of land over in  
14:06:49 12 that area. We have been engaged in the process  
14:06:49 13 of acquisition for a year or two.

14:06:49 14 Once we complete that acquisition on those  
14:06:49 15 sites to include the properties on the east  
14:06:49 16 side of Woodward Street and some of the  
14:06:49 17 properties on the west side of Dudley, south of  
14:06:49 18 Crump, we will take on the demolition of those  
14:06:49 19 sites.

14:06:49 20 University Place is going to be a really  
14:06:49 21 great area, and we are working in conjunction  
14:06:49 22 with the Hope VI department, a lot of funding  
14:06:49 23 from the city of Memphis, to put together a  
14:06:49 24 real good community there.



14:06:49 1 Dixie Homes is the next major effort that  
14:06:49 2 the housing authority is going to undertake in  
14:06:49 3 the Hope VI. In terms of capital improvements,  
14:06:49 4 I have a single building that I intend to  
14:06:49 5 demolish. We're in the stages of finalizing a  
14:06:49 6 contract with a vendor.

14:06:49 7 Other than that, we will be assisting and  
14:06:49 8 supporting the planning and the relocation of  
14:06:49 9 the residents. We have a plan that's been  
14:06:49 10 developed. Mr. Lipscomb is very concerned  
14:06:49 11 about the impact relocation has on families.

14:06:49 12 His guidance to us and our plan is that,  
14:06:49 13 as soon as we are able to, we will relocate  
14:06:49 14 families or individuals who do not have school  
14:06:49 15 age children as long as we are still in the  
14:06:49 16 school year.

14:06:49 17 As soon as the school year ends this year,  
14:06:49 18 we will shift focus, and we will make every  
14:06:49 19 effort to relocate those families during the  
14:06:49 20 summertime so that, when school starts in the  
14:06:49 21 fall, they will be already relocated to a new  
14:06:49 22 location.

14:06:49 23 As this proceeds, then we will return back  
14:06:49 24 to a primary emphasis on other residents who



14:06:49 1 need relocation that don't necessarily have  
14:06:49 2 school age children. Our goal is to have that  
14:06:49 3 complete by the end of the calendar year 2006.

14:06:49 4 Assuming that goes well, we would then  
14:06:49 5 start the demolition of Dixie Homes in support  
14:06:49 6 of actually the second phase of the  
14:06:49 7 construction for Dixie Homes under the Hope VI  
14:06:49 8 grant.

14:06:49 9 The first phase, as I mentioned earlier,  
14:06:49 10 is that off site home ownership area at  
14:06:49 11 Cleaborn Homes. We have another development  
14:06:49 12 project that we're working on on the north side  
14:06:49 13 of town at New Chicago. Some of you may recall  
14:06:49 14 Oates Manor. That property has been demolished  
14:06:49 15 by the housing authority.

14:06:49 16 Subsequently, the school board obtained  
14:06:49 17 the property, and their intention is to build a  
14:06:49 18 new Manassas High school there. We are in the  
14:06:49 19 process of acquiring land just east of the  
14:06:49 20 existing Manassas High school at -- on that  
14:06:49 21 site. We will demolish the industrial area  
14:06:49 22 south of Firestone Avenue, demolish those  
14:06:49 23 properties in preparation for construction of  
14:06:49 24 approximately 150 units of housing.



14:06:49 1 Overall that will be the first of three  
14:06:49 2 phases of development in the New  
14:06:49 3 Chicago-Firestone area. The second phase would  
14:06:49 4 entail an additional acquisition south of the  
14:06:49 5 railroad tracks that run on the southern line  
14:06:49 6 or southern boundary of Manassas High school.

14:06:49 7 We acquired some property on the south  
14:06:49 8 side of that railroad tracks. That will be the  
14:06:49 9 second phase for additional residential  
14:06:49 10 construction. And the third phase will be an  
14:06:49 11 actual acquisition of the existing Manassas  
14:06:49 12 High school.

14:06:49 13 Once the new one is built, we will  
14:06:49 14 demolish the existing high school and then turn  
14:06:49 15 that land back over to the city for their  
14:06:49 16 construction of a police precinct.

14:06:49 17 As you can see in every one of our  
14:06:49 18 developments, we coordinate with city agencies,  
14:06:49 19 whether it's the Memphis city schools or the  
14:06:49 20 police department so that we get the best type  
14:06:49 21 of community using various resources so that  
14:06:49 22 we're not duplicating efforts and spending  
14:06:49 23 money for things that are already in a  
14:06:49 24 community or, in this case, needing a police





14:06:49 1 precinct or needing a school.

14:06:49 2 RESIDENT: There's a police precinct  
14:06:49 3 located right across from Cleaborn Homes. But  
14:06:49 4 what I wanted to know is there used to be  
14:06:49 5 police officers patrolling the Foote Homes  
14:06:49 6 also.

14:06:49 7 I wanted to know why isn't there a strict  
14:06:49 8 rule on curfew because I see younger school  
14:06:49 9 students out later than I am. That's where  
14:06:49 10 problems come in. Vandalism -- our complexes  
14:06:49 11 are being vandalized when they are spray  
14:06:49 12 painting things on the bricks and stuff.

14:06:49 13 And that's the time they do it, at night  
14:06:49 14 when they are really supposed to be under  
14:06:49 15 strict curfew to be in their houses. I don't  
14:06:49 16 see the police officers patrolling to send  
14:06:49 17 these kids into their homes. Gary Williams.

14:06:49 18 MR. KURTZ: We will refer that to Mr. Webb  
14:06:49 19 and the security department. We do rely  
14:06:49 20 heavily on the Memphis Police Department for  
14:06:49 21 assistance in patrolling.

14:06:49 22 RESIDENT: Because I do believe it's  
14:06:49 23 affecting our -- affecting your budget to help  
14:06:49 24 us more and quicker by you all having to



14:06:49 1 constantly come and repair the things that they  
14:06:49 2 tear up.

14:06:49 3 And I know that is coming out the budget,  
14:06:49 4 and it's making the process slower with you all  
14:06:49 5 building homes for other people.

14:06:49 6 MR. KURTZ: Thank you for that comment.

14:06:49 7 RESIDENT: My name is Kimberly Cole. Do  
14:06:49 8 you recall the Walter Simmons development?

14:06:49 9 MR. KURTZ: Yes.

14:06:49 10 RESIDENT: What do y'all have in the  
14:06:49 11 future?

14:06:49 12 MR. KURTZ: With respect to the Walter  
14:06:49 13 Simmons development, we have approval to sell  
14:06:49 14 that property. We thought we had an agreement  
14:06:49 15 to sell that property to the city of Memphis  
14:06:49 16 for their use. They had talked about doing  
14:06:49 17 some things with the police department down  
14:06:49 18 there.

14:06:49 19 They have since withdrawn their bid.  
14:06:49 20 Because they have withdrawn their bid, we are  
14:06:49 21 going to re-advertise that in the paper for  
14:06:49 22 some other party to buy it. Let me move along.

14:06:49 23 At Cleaborn Homes, we will be building --  
14:06:49 24 correction, repairing 55 public housing units



14:06:49 1 at Cleaborn Homes to support the relocation  
14:06:49 2 from Dixie. I have a fire damaged building  
14:06:49 3 there that I hope to be able to get demolished  
14:06:49 4 this year. I have the money for it from  
14:06:49 5 insurance.

14:06:49 6 It's just been difficult getting a  
14:06:49 7 reasonable bid. We put it out, and some of  
14:06:49 8 them want us to pay three times what we ought  
14:06:49 9 to pay. Obviously, we're not going to do that;  
14:06:49 10 so we will re-advertise it. And so hopefully  
14:06:49 11 somebody else will give us a more reasonable  
14:06:49 12 bid.

14:06:49 13 We have some site improvements at Cleaborn  
14:06:49 14 Homes. We are going to finish -- we suspended  
14:06:49 15 those activities because of the weather. Some  
14:06:49 16 of them are more weather dependent --  
14:06:49 17 landscaping, tree planting, that type of thing.  
14:06:49 18 Okay.

14:06:49 19 Fowler Homes and Latham Terrace. Some of  
14:06:49 20 you are familiar with that location. Fourth  
14:06:49 21 and Crump. We have partnered with the Wesley  
14:06:49 22 Housing Corporation to build an 80-unit senior  
14:06:49 23 center. It's an elderly designated site. 72  
14:06:49 24 one bedroom and 82 bedroom units. The



14:06:49 1 contractor has started the construction,  
14:06:49 2 excavation for the building, and the foundation  
14:06:49 3 work.

14:06:49 4 Lease-up will begin sometime in the late  
14:06:49 5 fall of 2006. Immediately behind that building  
14:06:49 6 will be another development called Fowler  
14:06:49 7 Multifamily. We expect to obtain HUD approval  
14:06:49 8 within a week to start that construction  
14:06:49 9 process. We will be having 40 public housing  
14:06:49 10 units there.

14:06:49 11 Four buildings will be apartment buildings  
14:06:49 12 with four units each for a total of 16 units  
14:06:49 13 plus 24 single family rental units at that  
14:06:49 14 location. The high rises -- let me touch base  
14:06:49 15 on them. I will cover them in aggregate  
14:06:49 16 because they are pretty much all the same.

14:06:49 17 We have the physical needs assessment  
14:06:49 18 under way, and we will be making determinations  
14:06:49 19 based on that physical needs assessment and the  
14:06:49 20 seismic analysis as to what the future will  
14:06:49 21 hold, how we are going to handle each of those  
14:06:49 22 high rise buildings.

14:06:49 23 We will be doing some emergency work at  
14:06:49 24 Borda Towers in the near future, fix the piping





14:06:49 1 on the first floor. I've got other issues with  
14:06:49 2 fire stopping, fire safety of the first floor.

14:06:49 3 I do have some necessary repairs to the  
14:06:49 4 balconies at Barry Towers that we're going to  
14:06:49 5 be doing this year. Yes.

14:06:49 6 RESIDENT: What is the highest your  
14:06:49 7 buildings are, the high rises? What is the  
14:06:49 8 highest?

14:06:49 9 MR. KURTZ: I believe they are 11 stories.  
14:06:49 10 13.

14:06:49 11 RESIDENT: What is the highest ladder that  
14:06:49 12 the fire department have?

14:06:49 13 MR. KURTZ: I believe it's six. Is it  
14:06:49 14 seven? Seven.

14:06:49 15 RESIDENT: Well, you know, they hate to --  
14:06:49 16 I'm a healthy sized lady. They hate to take  
14:06:49 17 you down.

14:06:49 18 MR. KURTZ: Okay.

14:06:49 19 RESIDENT: My name is Alvin Sanders. This  
14:06:49 20 is the five-year plan. And these little  
14:06:49 21 problems that you all come up with, we will  
14:06:49 22 talk to you or talk to Ms. Allen. Let's get on  
14:06:49 23 with this plan -- it's a long process -- so we  
14:06:49 24 can get out of here and do something else.



14:06:49 1           So if you got complaints, please address  
14:06:49 2           them to your resident manager. And you need to  
14:06:50 3           come to your resident meeting every month so  
14:06:50 4           these things can be dealt with.

14:06:50 5           This is a five-year plan. Please let  
14:06:50 6           these people do what they need to do. If  
14:06:50 7           you're going to ask a question, ask one  
14:06:50 8           pertaining to that plan. If you've got a  
14:06:50 9           problem with something else, we will stay here  
14:06:50 10          after the meeting and talk about.

14:06:50 11          RESIDENT: What about the sidewalks?  
14:06:50 12          You're in construction; right?

14:06:50 13          MR. KURTZ: Yes. Is there --

14:06:50 14          RESIDENT: I notice that we don't have  
14:06:50 15          that many ramps for people that have  
14:06:50 16          wheelchairs that live on the Foote Homes side.

14:06:50 17          MR. KURTZ: Well, in the physical needs  
14:06:50 18          assessment, our consultants will look at that.  
14:06:50 19          And if there is a requirement for additional  
14:06:50 20          sidewalk and ramps, they will help us identify  
14:06:50 21          that requirement.

14:06:50 22          RESIDENT: Okay.

14:06:50 23          MR. KURTZ: All right. At Grace Manor in  
14:06:50 24          southwest Memphis, we have submitted an



14:06:50 1 application for the -- we will be submitting an  
14:06:50 2 application for the demolition of that site.  
14:06:50 3 We plan on putting multifamily rental units  
14:06:50 4 there, single family rental units, as well as a  
14:06:50 5 senior center.

14:06:50 6 We have a market study that we're working  
14:06:50 7 on to identify how that will all come together.  
14:06:50 8 I have already answered Walter Simmons.

14:06:50 9 Horn Lake Heights will probably be a  
14:06:50 10 couple of years down the road depending on the  
14:06:50 11 identification of funding. At Montgomery Plaza  
14:06:50 12 on South Parkway, we will have a design for and  
14:06:50 13 implement some site improvements there. We got  
14:06:50 14 some drainage issues, and I believe we got to  
14:06:50 15 take care of some playground equipment at that  
14:06:50 16 site.

14:06:50 17 We will be repairing an administrative  
14:06:50 18 office there as well. Hopefully, this fall we  
14:06:50 19 will start the construction at Ford Road or  
14:06:50 20 former Ford Road, now Harold E. Ford, Senior,  
14:06:50 21 Villas. That will be a tax credit funded  
14:06:50 22 project with 72 units. 36 of which will be  
14:06:50 23 public housing units.

14:06:50 24 We will have some capital money that we're



14:06:50 1 going to invest in that from the housing  
14:06:50 2 authority as well. This spring we will be  
14:06:50 3 applying for low income housing tax credits to  
14:06:50 4 rebuild Cypresswood on Horn Lake Road. We will  
14:06:50 5 put anywhere from 120 to 150 units there.

14:06:50 6 We have a design already done on  
14:06:50 7 Cypresswood for 142 units already, depending on  
14:06:50 8 how the financing works out and figuring out  
14:06:50 9 how many we can actually build. We will make  
14:06:50 10 the necessary changes on that completed design.

14:06:50 11 Hopefully, if things work quickly, we can  
14:06:50 12 start construction at Cypresswood by the end of  
14:06:50 13 the calendar year. More likely, it will be in  
14:06:50 14 the spring of 2007 that we start, which will be  
14:06:50 15 really good. We will be on track for that  
14:06:50 16 completion by the end of 2007.

14:06:50 17 Let me address two properties together.  
14:06:50 18 Texas Courts and Alabama Plaza. We have  
14:06:50 19 decided to submit applications for the  
14:06:50 20 disposition of sale of both of those properties  
14:06:50 21 to HUD. A Texas Courts application has already  
14:06:50 22 gone to HUD, was listed in last year's plan;  
14:06:50 23 and Alabama Plaza will be going in probably  
14:06:50 24 within 90 days.





14:06:50 1 Ms. Phillips has talked about Uptown. I  
14:06:50 2 will continue an off-site rental home  
14:06:50 3 construction over the next year. Let me add,  
14:06:50 4 this is a rather -- this is a different type of  
14:06:50 5 situation that we have at the former Hawkins  
14:06:50 6 Mill location. The housing authority  
14:06:50 7 demolished the site.

14:06:50 8 We disposed of the land, and we now have a  
14:06:50 9 private developer who has built on the site 84  
14:06:50 10 units of housing. We applied to HUD for  
14:06:50 11 authority to put 26 public housing units back  
14:06:50 12 into that facility. That was approved.  
14:06:50 13 Lease-up is under way right now, as I  
14:06:50 14 understand it, for those units.

14:06:50 15 Lease-up is under way for those units on  
14:06:50 16 north Range Line Road. The last thing I wanted  
14:06:50 17 to mention is we continue to look for other  
14:06:50 18 acquisition of properties so that we can  
14:06:50 19 improve the number of quality of units  
14:06:50 20 available for public housing.

14:06:50 21 I do have a -- we did receive one  
14:06:50 22 submittal several weeks ago that we're in the  
14:06:50 23 process of reviewing right now to see whether  
14:06:50 24 that fits within the needs of the authority and



14:06:50 1 the needs of the residents. That's what I have  
14:06:50 2 to cover for capital improvements.

14:06:50 3 Are there any other questions about the  
14:06:50 4 five-year plan or the annual plan?

14:06:50 5 RESIDENT: My name is Linda Ellis. And  
14:06:50 6 somebody mentioned earlier that they had  
14:06:50 7 suspended the waiting list. They had stopped  
14:06:50 8 taking names for the waiting list.

14:06:50 9 So I'm assuming that all of those places  
14:06:50 10 are going to open up for public housing -- the  
14:06:50 11 people that are going to be moving into those  
14:06:50 12 units as they become available are off the  
14:06:50 13 current list. Is that right?

14:06:50 14 MR. KURTZ: Well, each one will be a site  
14:06:50 15 based waiting list. Jackie, do you want to  
14:06:50 16 address that?

14:06:50 17 MS. PARTEE: The waiting lists were closed  
14:06:50 18 because of the Hope VI relocation that has to  
14:06:50 19 occur for Dixie Homes. So we needed to make  
14:06:50 20 sure that there was housing available for those  
14:06:50 21 residents in Dixie public housing because, as  
14:06:50 22 Darlene had asked, some of them may not qualify  
14:06:50 23 for Section 8.

14:06:50 24 Some of them may not go out into the



14:06:50 1 private market on their own. They want to  
14:06:50 2 continue to live in public housing. So we're  
14:06:50 3 making that option available.

14:06:50 4 RESIDENT: Okay. So once they are all  
14:06:50 5 relocated, then the list is going to open back  
14:06:50 6 up?

14:06:50 7 MS. PARTEE: Uh-huh. We have to go back  
14:06:50 8 to the board of commissioners.

14:06:50 9 MR. KURTZ: At the revitalized sites --  
14:06:50 10 and I know Luretha addressed that earlier --  
14:06:50 11 typically, the priority goes to the residents  
14:06:50 12 that were initially relocated from that site,  
14:06:50 13 and then it comes to other public housing.

14:06:50 14 MS. CAMEL-SMITH: Do you want to emphasize  
14:06:50 15 the preference, Luretha? That there is a  
14:06:50 16 preference in place?

14:06:50 17 MS. PHILLIPS: Yes. Because the housing  
14:06:50 18 authority is engaging in redevelopment  
14:06:50 19 activities, we have an obligation to serve  
14:06:50 20 those that we relocated first and to  
14:06:50 21 accommodate the families of Dixie Homes.

14:06:50 22 We have closed the waiting list, and those  
14:06:50 23 families will be served first before other  
14:06:50 24 public housing relocatees will be served. But



14:06:50 1 the priority will go at this point to the Dixie  
14:06:50 2 Homes families.

14:06:50 3 MR. KURTZ: Okay. Well, that's all that I  
14:06:50 4 have. Do you have anything else you want to  
14:06:50 5 add?

14:06:50 6 MS. CAMEL-SMITH: No.

14:06:50 7 MR. KURTZ: Okay. Yes.

14:06:50 8 RESIDENT: My name is Kimberly Cole. On  
14:06:50 9 the flyers that I saw advertising this meeting  
14:06:50 10 today, there was mention of some community  
14:06:50 11 service program offers. And I was wondering if  
14:06:50 12 you were still going to address it, or did I  
14:06:50 13 miss it?

14:06:50 14 MR. KURTZ: Jackie Partee, our director of  
14:06:50 15 human services, is most familiar with that.  
14:06:50 16 Perhaps you can address that question.

14:06:50 17 MS. PARTEE: Okay. Community services  
14:06:50 18 requirements is a mandate from HUD that anyone  
14:06:50 19 who does not meet the exemption which means --  
14:06:50 20 to be exempt, that means you're working, you're  
14:06:50 21 62 years of age or above, or that you are  
14:06:50 22 disabled with proof from your doctor that says  
14:06:50 23 you're unable to work.

14:06:50 24 If you meet none of those criteria, you





14:06:50 1 must perform community services hours,  
14:06:50 2 volunteer eight hours a month, and present that  
14:06:51 3 information to the housing authority. If you  
14:06:51 4 don't do that and it comes time for your  
14:06:51 5 recertification, we cannot renew your lease.

14:06:51 6 You would receive a 30-day lease  
14:06:51 7 cancellation, and you will be evicted. You can  
14:06:51 8 perform your community service hours at school,  
14:06:51 9 at church, with the resident association here  
14:06:51 10 on the development, MICA, the Porter Gym Boys  
14:06:51 11 Club, the day care, the head start program,  
14:06:51 12 crossing guard, helping the children cross the  
14:06:51 13 street.

14:06:51 14 There are many volunteer activities that  
14:06:51 15 you can perform to earn those community service  
14:06:51 16 hours, but why would somebody want to get up  
14:06:51 17 and do eight hours when you can go to work and  
14:06:51 18 get paid? So that's the premise behind it.  
14:06:51 19 That, if you're able bodied, you should be  
14:06:51 20 working. Okay?

14:06:51 21 And your lease is going to be renewed.  
14:06:51 22 And we're at a point now we cannot give people  
14:06:51 23 pure agreements to go back and make them up  
14:06:51 24 because you've already received pure



14:06:51 1 agreements. So if you haven't done your  
14:06:51 2 community service hours in the last two years,  
14:06:51 3 you're going to be evicted. Our hands are  
14:06:51 4 tied.

14:06:51 5 RESIDENT: Something else --

14:06:51 6 MS. PARTEE: Let me add this: If you are  
14:06:51 7 receiving AFDC and you are in a work component  
14:06:51 8 and you can provide us with your family  
14:06:51 9 responsibility plan, your personal  
14:06:51 10 responsibility plan, we can count that.

14:06:51 11 RESIDENT: I am involved with something  
14:06:51 12 with job skills training.

14:06:51 13 MS. PARTEE: Now, if you haven't been  
14:06:51 14 providing us that, you need to hurry up and do  
14:06:51 15 that. There's a timeline for everything. You  
14:06:51 16 can't sit back. Every month you need to  
14:06:51 17 provide that information to us. Okay.

14:06:51 18 RESIDENT: Okay. There was -- there's an  
14:06:51 19 issue of -- I live at 510 Vance Park Place,  
14:06:51 20 Apartment 110. I say maybe once or twice  
14:06:51 21 during the week, there are -- there's a mob of  
14:06:51 22 children. And they're right there on the  
14:06:51 23 corner, and they are harassing. They're horse  
14:06:51 24 playing.



14:06:51 1           They are doing everything, and this big  
14:06:51 2           green buggy comes through and picks them up,  
14:06:51 3           but there are no parents out there with those  
14:06:51 4           children. I saw one child -- I had to stop a  
14:06:51 5           boy from stomping a little girl almost to the  
14:06:51 6           ground.

14:06:51 7           I think the name on this bus was Reedland  
14:06:51 8           Church or something. I tried to talk to the  
14:06:51 9           driver; but the children were so wild and  
14:06:51 10          cursing, I couldn't even talk to him. And then  
14:06:51 11          he wouldn't -- he gave negative feedback. He  
14:06:51 12          didn't want to answer why he was there picking  
14:06:51 13          them up.

14:06:51 14          I was wondering is that something that  
14:06:51 15          Foote Homes has coordinated --

14:06:51 16          MS. PARTEE: I don't --

14:06:51 17          RESIDENT: -- or is this something that  
14:06:51 18          somebody just --

14:06:51 19          MS. PARTEE: The organization may be doing  
14:06:51 20          it on their own.

14:06:51 21          RESIDENT: Well, somebody needs to  
14:06:51 22          supervise them.

14:06:51 23          MS. PARTEE: What's the name of it?

14:06:51 24          RESIDENT: Reedland. Cursing and



14:06:51 1 screaming.

14:06:51 2 RESIDENT: My name is Gary Williams. I  
14:06:51 3 had a problem because, when I went to renew my  
14:06:51 4 lease, I thought it was over with once I, you  
14:06:51 5 know, gave -- they told me -- I said, do I need  
14:06:51 6 to give any information?

14:06:51 7 She said, no, ma'am. I said, well, I was  
14:06:51 8 working a job for two weeks. But I'm no longer  
14:06:51 9 working because of the time schedule at night  
14:06:51 10 and my kids.

14:06:51 11 And she was saying, no, ma'am. We don't  
14:06:51 12 need that information because she was saying I  
14:06:51 13 didn't need to report it if I'm not working  
14:06:51 14 over two weeks. So that's what I'm saying.  
14:06:51 15 They wanted me to go through all the way back  
14:06:51 16 to 2003 to when I was in school and working  
14:06:51 17 different jobs.

14:06:51 18 And I'm like I cannot go back that far.  
14:06:51 19 Every time I renew my lease, I give you that  
14:06:51 20 information. I was like, why am I held  
14:06:51 21 accountable for you not keeping up with the  
14:06:51 22 information I provided to you. So that's my  
14:06:51 23 problem.

14:06:51 24 MS. PARTEE: Let's talk after this





14:06:51 1 meeting, but let me just make one point. When  
14:06:51 2 you all have documentation you need to give to  
14:06:51 3 somebody, you always keep a copy. You always  
14:06:51 4 keep a copy. We will talk about it after this  
14:06:51 5 meeting. Thank you.

14:06:51 6 MR. KURTZ: Okay. Well, if there are no  
14:06:51 7 other questions other than talking with Jackie,  
14:06:51 8 we appreciate everybody coming. Look forward  
14:06:51 9 to you --

14:06:51 10 RESIDENT: You said there's going to be a  
14:06:51 11 meeting before you all -- my name is Linda  
14:06:51 12 Ellis. Before y'all present this all to the  
14:06:51 13 board. What is the day of that meeting?

14:06:51 14 MR. KURTZ: March 21st.

14:06:51 15 RESIDENT: March 21st.

14:06:51 16 MR. KURTZ: Right.

14:06:51 17 RESIDENT: It's going to be where?

14:06:51 18 MR. KURTZ: At the Memphis Housing  
14:06:51 19 Authority, 700 Adams. I believe it's  
14:06:51 20 9:00 o'clock in the morning.

14:06:51 21 The authority board -- I will make sure  
14:06:51 22 that information is disseminated back to the  
14:06:51 23 resident president. It's the 21st. I'm not  
14:06:51 24 sure of the time.



14:06:51 1 Thank you very much. Appreciate everybody  
14:06:51 2 coming.

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## C E R T I F I C A T E

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STATE OF TENNESSEE:

14:06:51 5

COUNTY OF SHELBY:

14:06:51 6

14:06:51 7 I, TAKIYAH SANDERS, Certified Shorthand  
 14:06:51 8 Reporter and Notary Public at Large for the State of  
 14:06:51 9 Tennessee, do hereby certify that I reported in  
 14:06:51 10 machine shorthand the above-captioned proceedings.

14:06:51 9

14:06:51 10 I HEREBY CERTIFY that the foregoing pages  
 14:06:51 11 contain a full, true, and correct transcript of my  
 14:06:51 12 said Stenotype notes then and there taken.

14:06:51 11

14:06:51 12 I FURTHER CERTIFY that I am not an  
 14:06:51 13 attorney or counsel of any of the parties, nor a  
 14:06:51 14 relative or employee of any of the parties, nor am I  
 14:06:51 15 a relative or employee of any attorney or counsel  
 14:06:51 16 connected with the action, nor am I financially  
 14:06:51 17 interested in the action.

14:06:51 14

14:06:51 15 I FURTHER CERTIFY that in order for this  
 14:06:51 16 document to be authentic and genuine, it must bear  
 14:06:51 17 my original signature and my embossed notarial seal  
 14:06:51 18 and that any reproduction in whole or in part of  
 14:06:51 19 this document is not allowed or condoned and that  
 14:06:51 20 such reproductions should be deemed a forgery.

14:06:51 18

14:06:51 19 THEREFORE, witness my hand and my official  
 14:06:51 20 seal in the State of Tennessee on  
 14:06:51 21 \_\_\_\_\_, 2006.

14:06:51 20

14:06:51 21

14:06:51 22 \_\_\_\_\_  
 14:06:51 23 TAKIYAH F. SANDERS, CSR, RPR  
 14:06:51 24 Notary Public at Large  
 My Commission Expires:  
 October 30, 2006

14:06:51 23

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MEMPHIS HOUSING AUTHORITY  
FIVE YEAR PLAN MEETING

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4

5

SITE: DIXIE HOMES ELEMENTARY SCHOOL

6

FEBRUARY 8, 2006

7

TIME: 4:20 p.m.

8

9

10 PRESENT FROM MEMPHIS HOUSING AUTHORITY:

11

ROBERT KURTZ

12

DENISE HALL

13

LURETHA PHILLIPS

14

JACKIE PARTEE

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16:21:01 2 MS. HALL: We're here tonight for a  
16:22:03 3 five-year plan. If you have any questions,  
16:22:05 4 direct them to Mr. Kurtz. And Luretha Phillips  
16:22:10 5 is here. When you ask a question, please state  
16:22:14 6 your name, and then state your question. We  
16:22:19 7 have a stenographer here that will get all the  
16:22:22 8 information we need because this needs to go on  
16:22:25 9 record; so that's all I have.

16:22:26 10 We will have a meeting at the home  
16:22:32 11 resident association the 22nd of this month at  
16:22:35 12 11:30 at 948 Del Mar, Apartment 8. Prizes will  
16:22:39 13 be given. Thank you.

16:22:58 14 MR. KURTZ: Good evening, everyone. My  
16:23:01 15 name is Bob Kurtz from the Capital Improvements  
16:23:03 16 Department. If you have not signed in, I  
16:23:06 17 believe Laverne Walks is here. She is  
16:23:12 18 currently in possession of the sign-in sheet.  
16:23:15 19 If you have not signed in, please do so.

16:23:18 20 We want to thank you for your  
16:23:19 21 participation in this annual presentation of  
16:23:23 22 this annual plan, the five-year plan. We will  
16:23:26 23 be talking about the major issues and elements  
16:23:29 24 that comprise the plan. We have several other



16:23:32 1 Memphis Housing Authority staff members here  
16:23:35 2 today. I would like to introduce them.

16:23:38 3 First of all, Luretha Phillips. Some of  
16:23:41 4 you have met Luretha in the past. Luretha will  
16:23:45 5 become a very known figure to every one of you  
16:23:48 6 over the next year and a half as she heads up  
16:23:52 7 our Hope Six Department with the primary  
16:23:55 8 responsibility of bringing together all those  
16:23:57 9 issues that we need to resolve for the Hope Six  
16:24:00 10 revitalization of Dixie Homes.

16:24:03 11 Another key member of our staff is  
16:24:05 12 currently sitting in the back there, Mr. Alfred  
16:24:10 13 Robertson. Alfred and I go back a long ways  
16:24:16 14 now, about three or four years. Alfred is from  
16:24:16 15 our Relocation Department. I sure appreciate  
16:24:19 16 him joining us tonight. You will become very  
16:24:23 17 familiar with him as he assists in this major  
16:24:28 18 endeavor that we're going to undertake together  
16:24:31 19 over the next year.

16:24:35 20 Okay. Let me cover just some general  
16:24:37 21 things about the plan, and I will have  
16:24:40 22 Ms. Phillips come and talk about Hope Six. We  
16:24:44 23 have several -- four Hope Six sites that we are  
16:24:50 24 currently working on. Then I will come back



16:24:53 1 and give an overall step by step of each of the  
16:24:56 2 developments.

16:24:57 3 To my left now entering the room is the  
16:24:59 4 director of human services for the Housing  
16:25:03 5 Authority. Jackie Partee. If you don't know  
16:25:07 6 her, she will also be a key -- key point of  
16:25:11 7 contact for you as we go through this next year  
16:25:13 8 of change for Dixie Homes.

16:25:22 9 I think this is probably the fourth time  
16:25:25 10 that I've had an opportunity to talk to the  
16:25:26 11 Dixie Homes residents in the annual planning  
16:25:30 12 process. I remember having met at Tennessee  
16:25:33 13 Tech one time. I remember having met in the  
16:25:36 14 old gym over at Dixie Homes. I'm not sure  
16:25:40 15 where I met the other year. Sometimes my  
16:25:42 16 memory is a little faded.

16:25:44 17 But we do this every year. It's a  
16:25:47 18 requirement from HUD, and it's also something  
16:25:50 19 that we want to do to ensure we capture your  
16:25:53 20 comments and your input to the annual planning  
16:25:57 21 process. The annual plan was made public the  
16:26:03 22 1st of February.

16:26:04 23 We have a comment period that runs from  
16:26:06 24 the 1st of February through the 19th of March.



16:26:12 1 The comments that -- if you have any, we would  
16:26:15 2 appreciate those in writing. You can give them  
16:26:19 3 to your resident president Denise Hall. I saw  
16:26:22 4 her walking over here. Denise will be able to  
16:26:24 5 receive those, or you can send them to us at  
16:26:28 6 the housing authority to the attention of the  
16:26:30 7 executive director.

16:26:32 8 We will take a look at those comments,  
16:26:35 9 review them, and see what modifications can be  
16:26:38 10 made or need to be made in the annual plan. So  
16:26:43 11 we will have another public hearing on the 21st  
16:26:47 12 of March at the housing authority in the board  
16:26:51 13 room. I believe it's at 9:00 o'clock in the  
16:26:53 14 morning.

16:26:53 15 That will be another opportunity for you,  
16:26:56 16 other residents, as well as the general public  
16:26:59 17 to make comments on this plan. The plan is  
16:27:02 18 available at the public library for viewing.  
16:27:06 19 Denise Hall has a copy of it. Mr. Booker now  
16:27:09 20 has a copy of it. He will have that at the  
16:27:12 21 management office. Glad to see you,  
16:27:15 22 Mr. Booker. So he will have that. He can make  
16:27:18 23 that available for your viewing at the  
16:27:20 24 management office.





16:27:23 1           And we have one also at the MHA central  
16:27:26 2           office in the Human Resources Department. I've  
16:27:30 3           covered the general plan, the timelines. Once  
16:27:33 4           we finish with the comment period, we intend to  
16:27:37 5           take the plan to the housing authority board on  
16:27:41 6           the 30th of March. The plan must be submitted  
16:27:44 7           to HUD by the 17th of April.

16:27:47 8           HUD then has 75 days to review it.  
16:27:49 9           Following their review and approval, we would  
16:27:55 10          start to implement that plan as of the 1st of  
16:27:59 11          July. So that's how that all works out. I  
16:28:02 12          have three major -- well, actually, I have --  
16:28:07 13          I'm going to cover some things that our staff  
16:28:10 14          attorney was going to cover.

16:28:12 15                 He unfortunately had a car accident  
16:28:13 16                 yesterday; so he's not been able to attend the  
16:28:16 17                 meetings. But let me give you the  
16:28:18 18                 summarization of the initial parts of the plan.  
16:28:31 19                 Within the plan, we have stated our vision  
16:28:33 20                 statement, which is to become a national model  
16:28:35 21                 in community revitalization.

16:28:38 22                 Our mission statement is to provide  
16:28:40 23                 community revitalization through a seamless  
16:28:42 24                 system of supportive services, affordable



16:28:43 1 housing, and new business development.

16:28:45 2 Each one of those components, as you see  
16:28:48 3 there, ties to various elements of the housing  
16:28:51 4 authority's staff. You can see supportive  
16:28:53 5 services, and a lot of that depends on Jackie  
16:28:58 6 Partee, affordable housing, and new business  
16:29:02 7 development. That works with Ms. Phillips,  
16:29:04 8 myself, and some of the other people involved  
16:29:07 9 with the contracting of services and goods that  
16:29:11 10 we -- we use to revitalize neighborhoods.

16:29:17 11 Our goals are to increase the availability  
16:29:20 12 of decent, safe, and affordable housing. We  
16:29:22 13 want to improve the community quality of life  
16:29:25 14 and the economic vitality. We want to promote  
16:29:29 15 self-sufficiency and asset development of  
16:29:31 16 families and individuals.

16:29:33 17 That asset development -- that is often  
16:29:36 18 where we will see more home ownership, and the  
16:29:42 19 housing authority really wants to promote home  
16:29:42 20 ownership among all the people that are capable  
16:29:45 21 of doing that.

16:29:52 22 We want to ensure equal opportunity in  
16:29:55 23 housing for all Americans. Within the  
16:29:57 24 executive summary, we have some listed topic



16:30:00 1 items. Our goals are to replace obsolete  
16:30:04 2 public housing stock. If you look back over  
16:30:07 3 the years, you can recall quite a few  
16:30:09 4 developments that we used to have that were  
16:30:11 5 obsolete. They were unsanitary. They were  
16:30:14 6 unsafe.

16:30:15 7 We have taken a lot of those off line. We  
16:30:17 8 have demolished some. We have sold some. We  
16:30:20 9 have taken the steps necessary to change that.  
16:30:25 10 It was a long needed change with a lot of  
16:30:28 11 assistance from HUD financially as well as the  
16:30:31 12 City of Memphis and other parties.

16:30:33 13 We're really starting to make changes in  
16:30:36 14 the way public housing is run in the city of  
16:30:39 15 Memphis. We do guarantee housing for current  
16:30:41 16 residents. We have mobility counselors to  
16:30:45 17 train residents. That's where Mr. Robinson  
16:30:48 18 would come in.

16:30:49 19 We are working on renovations of viable  
16:30:52 20 family housing. We use that as a support basis  
16:30:57 21 for other activities within the agency. We are  
16:31:03 22 focused this year and over the past several  
16:31:05 23 years on the development of -- senior  
16:31:08 24 developments. Ms. Phillips will talk in more



16:31:11 1 detail about elderly designated sites that we  
16:31:13 2 have now that gained approval from HUD.

16:31:16 3 We want to reduce the vacancy over all.  
16:31:19 4 We have done a good job of that for most of the  
16:31:22 5 developments. We have got a little work to go  
16:31:24 6 on some. But this year I think we are going to  
16:31:27 7 be pretty close to capacity by the end of the  
16:31:30 8 calendar year.

16:31:32 9 We are instituting site based professional  
16:31:35 10 management. That is normally what we do in the  
16:31:39 11 mixed finance sites or the 06 sites where a  
16:31:42 12 private management company comes in to run the  
16:31:45 13 site. We do have coordinated case management.  
16:31:48 14 We are increasing job opportunities. We  
16:31:52 15 emphasize that.

16:31:53 16 We do have the resident education and  
16:31:56 17 training center at the housing authority there  
16:31:59 18 on the first floor. Mr. Bruce Young -- he and  
16:32:02 19 I and my staff communicate regularly on  
16:32:07 20 available job positions for the many contracts  
16:32:07 21 that we are running for the revitalization for  
16:32:11 22 various areas.

16:32:12 23 I do encourage you, if you don't have  
16:32:14 24 employment and you're looking for employment,





16:32:16 1 talk to Bruce Young. He can show you what  
16:32:19 2 people are looking for. He can help accentuate  
16:32:23 3 some of the skills that you may need to acquire  
16:32:26 4 to make yourself more marketable.

16:32:28 5 In following up on that, we do want to  
16:32:31 6 promote self-sufficiency. Our waiting list --  
16:32:33 7 our waiting list for both Section 8 and public  
16:32:36 8 housing are now closed. We have a significant  
16:32:40 9 backlog on each of those, over 2,900 families  
16:32:43 10 in Section 8 and over 10,000 on the public  
16:32:46 11 housing.

16:32:48 12 Because of the situation here with the  
16:32:51 13 Dixie Homes, relocation requirements, we have  
16:32:54 14 frozen the waiting list on public housing and  
16:32:57 15 Section 8. Dixie Homes -- we have top priority  
16:32:58 16 over this next year to make sure we can  
16:32:58 17 accommodate everybody's requirements.

16:33:06 18 Our strategy -- we'll continue to address  
16:33:09 19 each of those topics I just listed over the  
16:33:12 20 next three to four years. Again, I want to  
16:33:16 21 look back over time to see where we were three  
16:33:19 22 years ago. And standing here today, I can only  
16:33:24 23 imagine what the change will be like three  
16:33:25 24 years from now.



16:33:27 1                   Three years from now we will have  
16:33:29 2                   hopefully completed the Dixie Homes  
16:33:32 3                   redevelopment. We will have completed the  
16:33:34 4                   University Place redevelopment and the former  
16:33:36 5                   Lamar Terrace site. We will have completed the  
16:33:39 6                   redevelopment at Fowler Homes. We will have  
16:33:43 7                   completed the redevelopment at Ford Road, what  
16:33:45 8                   we are now calling the Harold Ford, Senior,  
16:33:48 9                   Villas.

16:33:50 10                  We should be at that time engaged in  
16:33:51 11                  reconstruction at Cypresswood. We will have  
16:33:54 12                  new construction hopefully under way at the New  
16:33:56 13                  Chicago area as a replacement for Oates Manor.

16:34:01 14                  What you have seen is change in the past.  
16:34:03 15                  We are continuing to change. We continue to  
16:34:06 16                  believe that where we're headed is providing  
16:34:08 17                  better quality affordable housing for you and  
16:34:12 18                  for the rest of the citizens in the city of  
16:34:15 19                  Memphis.

16:34:17 20                  RESIDENT: My name is Denise Combs,  
16:34:20 21                  resident of Dixie Homes. You said in the next  
16:34:22 22                  three years y'all will have renovated Dixie  
16:34:26 23                  Homes?

16:34:27 24                  MR. KURTZ: We will have started the



16:34:29 1 revitalization of Dixie Homes.

16:34:31 2           RESIDENT: The revitalization. How long  
16:34:35 3 will it take for the revitalization to be  
16:34:38 4 finished at Dixie Homes? Every one is there  
16:34:42 5 now. All total people in the Lauderdale  
16:34:46 6 Courts, Lamar Terrace -- the same thing. Lamar  
16:34:49 7 Terrace has been down for almost five years  
16:34:53 8 having bricks being put up on that property.  
16:34:54 9 Those people are still scattered everywhere.  
16:34:57 10 And they haven't been placed yet.

16:35:03 11           Now, how are you going to come in and take  
16:35:06 12 Dixie Homes, tear it down, and put it back up  
16:35:07 13 in less than three years when you haven't done  
16:35:10 14 the rest like that?

16:35:11 15           MR. KURTZ: That's not quite the case with  
16:35:13 16 Lamar Terrace because I have been in Memphis  
16:35:17 17 less than five years. I've been in Memphis  
16:35:19 18 less than five years, and I remember Lamar  
16:35:21 19 Terrace when it was still occupied with  
16:35:25 20 residents. So five years is not quite the  
16:35:27 21 case.

16:35:27 22           What happened with Lamar Terrace is we had  
16:35:32 23 to move the residents out, and we did that  
16:35:35 24 approximately three years ago. We applied for



16:35:38 1 a Hope VI demolition grant. We were not  
16:35:41 2 successful the first year in acquiring that  
16:35:43 3 because of the regulatory requirements that we  
16:35:47 4 have to go through in gaining approval for that  
16:35:51 5 action.

16:35:52 6 RESIDENT: Denise Hall. What you're  
16:35:54 7 saying is that when y'all moved those people  
16:35:58 8 out of Lamar Terrace you didn't have grant  
16:36:01 9 money to revitalize?

16:36:04 10 MR. KURTZ: Right. We --

16:36:05 11 RESIDENT: Y'all uprooted those people for  
16:36:07 12 no reason.

16:36:08 13 MR. KURTZ: No, we didn't relocate them  
16:36:09 14 for no reason, ma'am.

16:36:10 15 RESIDENT: If you didn't have the money,  
16:36:12 16 why did they have to move?

16:36:14 17 MR. KURTZ: It was not a safe and sanitary  
16:36:17 18 place to live. And we determined it was in  
16:36:20 19 their interest and in ours to relocate  
16:36:21 20 residents to more safe and sanitary conditions.

16:36:25 21 RESIDENT: When was Lamar Terrace built?

16:36:28 22 MR. KURTZ: 1940.

16:36:33 23 RESIDENT: Dixie Homes was built in 1938  
16:36:37 24 and 40.





16:36:43 1 MS. PHILLIPS: It was earlier than that.

16:36:45 2 It was one of the --

16:36:46 3 MR. KURTZ: It was one of the earliest

16:36:46 4 sites built. 1939, 1940. Dixie Homes was

16:36:52 5 built in like 1936, but that's really not where

16:36:56 6 we are at right now.

16:36:57 7 RESIDENT: But what y'all are planning --

16:36:58 8 the plans that y'all have -- you bring them to

16:37:04 9 these residents every year. The residents have

16:37:06 10 their input on the plan. But it seem like to

16:37:11 11 me y'all not doing what's good for the

16:37:13 12 residents.

16:37:14 13 You're doing what's good for yourselves

16:37:17 14 and the agency. But when it come down to the

16:37:23 15 residents, we are being pushed aside until

16:37:23 16 things are like y'all want them to be, not like

16:37:26 17 we think they should be.

16:37:28 18 MR. KURTZ: I appreciate your comments.

16:37:29 19 And we look forward to seeing those in writing.

16:37:35 20 Let me continue on with the introduction first.

16:37:39 21 RESIDENT: (Inaudible.)

16:37:48 22 MR. KURTZ: You're going to have to come

16:37:50 23 forward. I can't hear your question.

16:37:54 24 RESIDENT: Which apartment am I going to



16:37:55 1 be moved to?

16:37:57 2 MR. KURTZ: We haven't --

16:38:00 3 RESIDENT: He hasn't been certified. He's  
16:38:02 4 trying to figure out which apartment he will be  
16:38:05 5 moving to.

16:38:05 6 MR. KURTZ: Let's just set aside all the  
16:38:08 7 questions about relocation of Dixie homes until  
16:38:10 8 we get into that portion of the presentation.

16:38:19 9 We have approximately 151 million dollars  
16:38:21 10 worth of total money -- federal grants, prior  
16:38:23 11 year grants, rental income, other sources. And  
16:38:25 12 we use that across all the sites for the  
16:38:28 13 overall development process.

16:38:30 14 If you're interested in seeing where the  
16:38:32 15 money comes from and where it's allocated to  
16:38:35 16 go, it's on Pages 16 and 17 of the plan. We  
16:38:42 17 will continue to contribute to the long-term  
16:38:43 18 asset management of the public housing stock.

16:38:47 19 We do that by looking at the long-term  
16:38:49 20 operating and capital investment requirements.  
16:38:52 21 We rehab where we can. We modernize where we  
16:38:54 22 can. When we're not able to do that  
16:38:57 23 economically, we look at alternate means of  
16:39:00 24 housing residents while we proceed with the



16:39:03 1 revitalization effort.

16:39:06 2 Okay. I've covered the overall plan and  
16:39:11 3 the summaries. Luretha, would you like to come  
16:39:14 4 forward and start to address the Hope VI area?

16:39:18 5 MS. PHILLIPS: Sure. Thank you. Good  
16:39:23 6 afternoon. I'm Luretha Phillips, and I'm the  
16:39:27 7 Hope VI manager responsible for the  
16:39:29 8 coordination of the overall -- coordinating  
16:39:32 9 with different departments, Mr. Kurtz  
16:39:34 10 department being one and the other MHA  
16:39:38 11 departments to implement the revitalization of  
16:39:42 12 Dixie Homes and the other Hope VI sites. We  
16:39:44 13 currently have four sites that are designated  
16:39:47 14 as what we call Hope VI sites or redevelopment  
16:39:51 15 sites.

16:39:51 16 And, as many of you know, Hope VI is about  
16:39:55 17 rebuilding the stress blighted public housing  
16:39:58 18 communities and revitalizing those sites,  
16:40:02 19 making them into communities of choice for  
16:40:06 20 renters, homeowners, safer streets for our  
16:40:10 21 children, for the residents that live there,  
16:40:13 22 and providing job training so that residents  
16:40:18 23 that choose that option can become  
16:40:20 24 self-sufficient and to help them through a



16:40:23 1 whole redevelopment social service case  
16:40:26 2 management process to help them become  
16:40:29 3 self-sufficient, move into the new housing at  
16:40:33 4 those sites, and for those that have this as  
16:40:36 5 their goal to become homeowners.

16:40:39 6 And I'm sure many of you would like to  
16:40:41 7 choose that option that is available to you and  
16:40:44 8 the services that we provide in order to help  
16:40:47 9 you with your goals. As I mentioned, we have  
16:40:51 10 four Hope VI sites. The first was College  
16:40:55 11 Park.

16:40:55 12 We are completed with that site, and we  
16:40:58 13 will -- it was the old LeMoyne Gardens. We  
16:41:04 14 will go through the process of closing it out  
16:41:06 15 with HUD by March of this year. Our second  
16:41:09 16 Hope VI site was for Uptown or the Hurt Village  
16:41:15 17 site, a fixed finance program that we have. A  
16:41:19 18 grant is also for the other phase of Hurt  
16:41:25 19 Village. It was Hurt Village and Lauderdale  
16:41:28 20 Courts.

16:41:29 21 We call that site Uptown. We have a grant  
16:41:31 22 to revitalize that site. We're about  
16:41:34 23 60 percent or so complete with the  
16:41:36 24 redevelopment process. Many of the residents





16:41:39 1 have moved back, and we're working on the home  
16:41:42 2 ownership phase, a senior housing development  
16:41:46 3 for 69 senior only families, and those seniors  
16:41:50 4 are 62 and above.

16:41:52 5 We just received approval last month for  
16:41:56 6 four designated senior housing facilities. One  
16:42:01 7 is Uptown. We have an existing one for the  
16:42:04 8 last three years at College Park. That plan  
16:42:07 9 has just been renewed as well. And we have  
16:42:11 10 Latham Terrace. That is a new site that is  
16:42:14 11 under construction now.

16:42:16 12 It's an 80-unit senior facility. And the  
16:42:20 13 third -- the fourth one is University Place.  
16:42:23 14 That is the facility at Lamar Terrace that will  
16:42:28 15 be starting next month, and hopefully we will  
16:42:31 16 finish with that one in the spring of '07.

16:42:34 17 Typically a Hope VI process is 54 months  
16:42:36 18 from the time that the grant is executed, it's  
16:42:41 19 awarded. Within a month or so after that, it  
16:42:44 20 is executed by HUD. And typically the  
16:42:49 21 redevelopment process is 54 months.

16:42:55 22 So moving on, I mentioned that we have  
16:42:58 23 four elderly housing facilities. We have a  
16:43:01 24 rental housing option. Those options are



16:43:07 1 available to seniors that do not choose to live  
16:43:07 2 within a senior designated facility.

16:43:10 3 Believe it or not, we have seniors who do  
16:43:14 4 not want to live in a low rise building. They  
16:43:17 5 choose to live with other families, or their  
16:43:20 6 family situation dictates they cannot live in  
16:43:22 7 the senior building. So they choose to live  
16:43:24 8 with other families.

16:43:25 9 We have a number of -- approximately 2100  
16:43:29 10 units that will be redeveloped as part of the  
16:43:33 11 Hope VI program for the four developments that  
16:43:37 12 we're currently working with. The family  
16:43:43 13 rental components are at each site.

16:43:46 14 Some -- the Dixie Homes site will have 404  
16:43:51 15 family rental units. Thirty of those will be a  
16:43:56 16 lease purchase program for those that want to  
16:43:59 17 become homeowners. We have a --

16:44:03 18 RESIDENT: How many -- well, housing  
16:44:08 19 authority you have in there? It's like they  
16:44:11 20 are putting all of them back. When they put  
16:44:14 21 them back, they got like 34. You take 600  
16:44:16 22 people out of here half the time. Then when  
16:44:19 23 you coming back, you got 39 houses. All of  
16:44:22 24 those people don't have no where to go.



16:44:24 1 MS. PHILLIPS: We have 400 homes -- excuse  
16:44:27 2 me, 400 rental units that will come back as  
16:44:30 3 part of Dixie Homes. Some families will be --  
16:44:33 4 as far as the relocation process, will be  
16:44:37 5 accommodated through Section 8; but those  
16:44:39 6 families that qualify to come back to Dixie  
16:44:44 7 Homes -- we will have the 400 units for them.

16:44:47 8 They can go to other public housing, and  
16:44:50 9 they can go to another Hope VI site if they so  
16:44:54 10 choose. But that is part of the overall  
16:44:57 11 20 million-dollar grant. You have to -- we had  
16:45:00 12 to submit a plan that was doable for -- and  
16:45:05 13 feasible, financially feasible, and made sense  
16:45:09 14 and that we could, of course, afford to do.

16:45:12 15 That was submitted as part of the overall  
16:45:15 16 program that got approved through HUD. And  
16:45:21 17 we'll be tearing down some 600 units. But only  
16:45:24 18 400 of those -- 450 of those are actually  
16:45:27 19 occupied units.

16:45:29 20 RESIDENT: What I'm saying is how many  
16:45:31 21 coming back? How many houses is housing  
16:45:35 22 authority?

16:45:39 23 MR. KURTZ: How many public housing units.

16:45:42 24 MS. PHILLIPS: There will be 175 public



16:45:44 1 housing.

16:45:45 2 RESIDENT: That's what I'm talking about.

16:45:46 3 MS. PHILLIPS: For Dixie. And that will  
16:45:48 4 be -- of course, it will be under private  
16:45:52 5 management. But it will be 175 planned units.

16:45:56 6 RESIDENT: Will we have to re-qualify to  
16:45:59 7 come back?

16:46:00 8 MS. PHILLIPS: Yes, ma'am. That's part of  
16:46:02 9 the overall Hope VI redevelopment process. It  
16:46:04 10 will be under private management. You will  
16:46:08 11 have to submit to some of the same  
16:46:10 12 qualifications that you did to come into public  
16:46:12 13 housing plus a few others that have been  
16:46:15 14 approved by HUD.

16:46:16 15 As part of a Hope VI redevelopment  
16:46:20 16 process, it allows the housing authority  
16:46:23 17 through private management to go through an  
16:46:26 18 overall screening process. Part of that  
16:46:29 19 screening process is a landlord verification,  
16:46:33 20 compliance with what we call a step reliance  
16:46:36 21 agreement.

16:46:37 22 And that means that you will either have  
16:46:40 23 to be working, be in a job training program, or  
16:46:45 24 be in an educational program with the potential





16:46:46 1 of getting a job after completing that. If  
16:46:50 2 you're disabled, you're exempt. And if you  
16:46:53 3 have a medical exemption -- medical disability,  
16:46:57 4 you will be exempt from the SRA requirement.  
16:47:00 5 And if you're 62 and above, you're exempt from  
16:47:04 6 the SRA requirement.

16:47:08 7 There will be -- again, as I mentioned,  
16:47:12 8 404 units will be undergoing the relocation  
16:47:16 9 process as you are aware now starting within  
16:47:19 10 the next month. And you will probably go  
16:47:21 11 through a 12-month process of relocating  
16:47:24 12 families.

16:47:28 13 RESIDENT: Denise Hall. Now, what you're  
16:47:30 14 saying is in the next month or so, Dixie Homes  
16:47:33 15 residents can apply for Section 8?

16:47:37 16 MS. PHILLIPS: Yes. We were awarded last  
16:47:39 17 month 300 -- excuse me. December, we were  
16:47:42 18 awarded 385 Section 8 vouchers for the families  
16:47:49 19 that choose the Section 8 option and qualify  
16:47:52 20 for the Section 8 program.

16:47:56 21 RESIDENT: Now, did you state to the  
16:47:58 22 residents -- see, this is a lot. So,  
16:48:03 23 therefore, could y'all put a brochure together  
16:48:08 24 to let them know the criteria -- the home



16:48:13 1 ownership, how they can return, why they can't  
16:48:18 2 return because we know that, if we move out  
16:48:20 3 into a Section 8 voucher, we cannot come back  
16:48:23 4 to public housing unless we go back on the  
16:48:26 5 waiting list.

16:48:30 6 Those things haven't been explained to the  
16:48:34 7 residents. Plus, instead of the elderly, we  
16:48:39 8 have disabled. Why the disabled is not  
16:48:41 9 qualified as elderly?

16:48:44 10 MS. PHILLIPS: We have disabled elderly.  
16:48:49 11 If you're speaking of those that would go into  
16:48:49 12 a senior facility, they have to be elderly and  
16:48:52 13 disabled. But HUD has definitions of what they  
16:48:56 14 consider as a senior household, disabled  
16:49:02 15 household.

16:49:02 16 And I don't have those requirements here  
16:49:05 17 with me, but those are HUD defined terms, you  
16:49:08 18 know, what is considered a disabled or a senior  
16:49:12 19 household. Now, we did -- July the 8th when  
16:49:16 20 the granted was submitted to HUD, we did attach  
16:49:20 21 and include in that correspondence that we sent  
16:49:23 22 out to each of the Dixie Homes residents --  
16:49:25 23 some of you -- many of you may remember that  
16:49:28 24 you received that piece of correspondence.



16:49:30 1           It was a grant information notice. It was  
16:49:35 2           a letter stating that we applied for a Hope VI  
16:49:38 3           grant, a little bit about what the application  
16:49:44 4           involved, and there was a relocation brochure  
16:49:48 5           from our relocation department that was  
16:49:50 6           included in that information.

16:49:51 7           And the relocation brochure generally  
16:49:54 8           describes -- you know, answers frequently asked  
16:49:57 9           questions about relocation. Now, that was at  
16:50:00 10          the point that we did not have any  
16:50:03 11          notifications at the submission stage.

16:50:05 12          So there's no detailed -- no further  
16:50:08 13          details that we could give at that point. In  
16:50:10 14          early December, December the 9th, I believe,  
16:50:14 15          there was another correspondence that went out  
16:50:17 16          saying that Memphis Housing Authority and the  
16:50:20 17          city of Memphis had been awarded a Hope VI  
16:50:23 18          grant and that you would be contacted at a  
16:50:26 19          later date about details regarding your  
16:50:29 20          eligibility for relocation assistance.

16:50:32 21          The effort -- the notice of -- we had a  
16:50:36 22          meeting on the 26th. That was a relocation  
16:50:40 23          meeting to give you more information on the  
16:50:42 24          relocation process and to help address some of



16:50:45 1 your questions.

16:50:45 2 That was at Mississippi Boulevard, and the  
16:50:48 3 notice of -- you were informed that a notice of  
16:50:52 4 eligibility would be sent out. And I believe  
16:50:54 5 that was sent out last week.

16:50:57 6 RESIDENT: We received those.

16:50:59 7 MS. PHILLIPS: Okay. That was a certified  
16:51:00 8 letter that went out to you. Ms. Gray's  
16:51:02 9 department also has a very detailed booklet on  
16:51:11 10 eligibility standards that each family could  
16:51:15 11 possibly qualify for different -- there's a  
16:51:19 12 standard relocation packet that each of the  
16:51:25 13 families is entitled to.

16:51:25 14 Plus based on family needs, household  
16:51:28 15 needs, you may qualify for additional  
16:51:31 16 assistance. That packet -- all of the letters  
16:51:42 17 in the -- the first letter July the 8th did not  
16:51:45 18 go out certified. That's why we followed up  
16:51:48 19 with one December the 9th, and it went  
16:51:50 20 certified.

16:51:51 21 We followed up last week with another  
16:51:54 22 certified letter. But you received the two  
16:51:56 23 letters? Okay. Great. If you're --  
16:52:01 24 whatever -- if you're in the system, MHA's





16:52:07 1 database, then you were sent a letter, and you  
16:52:11 2 should have gotten three pieces of  
16:52:13 3 correspondence by now. Ma'am, in the pink, you  
16:52:17 4 had a question?

16:52:17 5 RESIDENT: What about the ones that --  
16:52:20 6 Shannon Williams. The ones that weren't sent  
16:52:23 7 out these letters?

16:52:25 8 MS. PHILLIPS: Everybody that was in the  
16:52:28 9 MHA database was sent out a letter. And we  
16:52:31 10 kept a record of everybody that received one.  
16:52:33 11 I'm not saying that each of you got one.

16:52:35 12 But if you -- if you did not receive one,  
16:52:39 13 if you will give us -- see the relocation  
16:52:44 14 department.

16:52:44 15 RESIDENT: I received one certified  
16:52:44 16 letter, but I did not receive the second one.

16:52:49 17 MS. PHILLIPS: You have received one  
16:52:49 18 certified? Was that the one from last week?

16:52:52 19 RESIDENT: No. It was not. It was the  
16:52:53 20 one before then.

16:52:54 21 MS. PHILLIPS: Okay. Would you let Mr.  
16:52:57 22 Robinson know, and they will be glad to send it  
16:53:00 23 out to you again, but it explains that you are  
16:53:02 24 eligible for relocation assistance and some



16:53:06 1 stipulations that, you know, you're in good  
16:53:09 2 standing, you are renting and you're the home  
16:53:12 3 owner -- you're the head household and some  
16:53:15 4 other details. All right.

16:53:23 5 RESIDENT: I'm Martha Jackson with the  
16:53:25 6 child care center. Do you all know how many  
16:53:31 7 clients household -- people you all have mailed  
16:53:33 8 that cannot read or cannot read enough to  
16:53:38 9 understand what you all are sending out?

16:53:41 10 MS. PHILLIPS: No, ma'am. I'm not aware  
16:53:43 11 of that. I don't know if Ms. Partee is still  
16:53:46 12 in the room or not, but that was -- all of that  
16:53:53 13 was taken into consideration. And that's, I  
16:53:57 14 guess, part of the reason why we have a  
16:53:59 15 meeting. So you can hear it. You can read it.  
16:54:02 16 You can hear it and/or read it.

16:54:06 17 There will be many, many more meetings on  
16:54:08 18 relocation that will be provided by Alfred  
16:54:14 19 Robertson and the relocation department. Each  
16:54:15 20 family will be met with individually. But we  
16:54:17 21 have to by HUD requirements pretty much follow  
16:54:21 22 a prescribed format so that we can document our  
16:54:26 23 records.

16:54:27 24 And then the families will be, as I said,



16:54:30 1 contacted directly and counseled on relocation  
16:54:36 2 and case management regarding their relocation  
16:54:39 3 options.

16:54:43 4 RESIDENT: Shannon Williams. I was  
16:54:46 5 wondering as far as community service, being in  
16:54:50 6 compliance -- how would this come into play as  
16:54:53 7 far as the relocation plan, you know, as far as  
16:54:56 8 that?

16:54:57 9 If you're not -- if you're exempt or  
16:54:59 10 elderly or going to school, how would this  
16:55:03 11 affect us being relocated?

16:55:05 12 MS. PHILLIPS: In terms of --

16:55:07 13 RESIDENT: And not in compliance and  
16:55:08 14 you're --

16:55:09 15 MS. PHILLIPS: Do you want to --

16:55:16 16 MS. PARTEE: It could affect you.

16:55:19 17 MS. PHILLIPS: It is not affecting it at  
16:55:18 18 this point but --

16:55:19 19 MS. PARTEE: Community service is a  
16:55:21 20 mandate by HUD. If you have not completed your  
16:55:24 21 community service requirement at the time that  
16:55:28 22 the relocation occurs, it could affect your  
16:55:32 23 relocation.

16:55:39 24 MS. PHILLIPS: What she said was it could



16:55:42 1 affect your -- because it is a HUD mandated  
16:55:43 2 requirement, it could affect your status, and  
16:55:49 3 it is required. Performance of the community  
16:55:53 4 service, the eight hours a month, is required  
16:55:56 5 by HUD.

16:55:57 6 And you have to show documentation that  
16:55:59 7 you are participating and, if you are not  
16:56:03 8 exempt, that you are performing community  
16:56:05 9 service. Ms. Partee's department tracks the  
16:56:09 10 community service hours that you have to report  
16:56:12 11 to her.

16:56:15 12 RESIDENT: I would like to make a  
16:56:16 13 statement. The day care center -- Ms. Jackson,  
16:56:32 14 you could do community service -- tell them,  
16:56:33 15 Ms. Jackson. You could do community service at  
16:56:36 16 the day care center.

16:56:39 17 The ones that have children in the day  
16:56:41 18 care center -- you can do community service  
16:56:44 19 there.

16:56:45 20 RESIDENT: They also have stated they can  
16:56:47 21 have community service here at this particular  
16:56:50 22 location.

16:56:50 23 RESIDENT: At this school?

16:56:51 24 RESIDENT: At this school.





16:56:52 1 MS. PHILLIPS: And Ms. Partee has a list  
16:56:56 2 of, I guess, eligible opportunities that you  
16:56:58 3 can participate in community service.

16:57:02 4 RESIDENT: You can pick it up at 916  
16:57:05 5 Poplar, at the office. They have a list of  
16:57:07 6 places that you can do your community service.  
16:57:09 7 Please do your community service. Please. And  
16:57:11 8 pay your rent.

16:57:14 9 MS. PHILLIPS: Thank you. I think that's  
16:57:22 10 pretty much -- go ahead.

16:57:22 11 RESIDENT: Michelle Goss, G-O-S-S. If we  
16:57:36 12 have school and a job, do we still have to do  
16:57:38 13 community service?

16:57:40 14 MS. PHILLIPS: No. If you're working, you  
16:57:42 15 do not have to do community service. I'm  
16:57:45 16 sorry.

16:57:48 17 MS. PARTEE: You must be working 30 hours.  
16:57:51 18 If you're working less than 30 hours, you still  
16:57:55 19 have to do community service.

16:58:00 20 RESIDENT: What about school?

16:58:02 21 MS. PARTEE: Did you get a letter or  
16:58:03 22 something stating you were not in compliance?  
16:58:05 23 See me afterwards.

16:58:09 24 RESIDENT: Okay.



16:58:11 1 MS. PHILLIPS: Were there any other  
16:58:12 2 questions?  
16:58:13 3 RESIDENT: My name is Tanya Turner. Okay.  
16:58:16 4 If you are doing 30 hours and they send you a  
16:58:20 5 letter out saying that you're not in compliance  
16:58:21 6 with community service -- if you're doing 30  
16:58:26 7 hours working, you're not supposed to do  
16:58:28 8 community service.  
16:58:28 9 But then when you call them to tell them  
16:58:30 10 that you are not supposed to do community  
16:58:33 11 service, you can't get anybody.  
16:58:35 12 MS. PHILLIPS: Okay.  
16:58:37 13 MS. PARTEE: Call me.  
16:58:41 14 RESIDENT: They are giving us Ms. Grundy,  
16:58:42 15 and you cannot get her.  
16:58:45 16 MS. PARTEE: Because everybody is calling  
16:58:45 17 her.  
16:58:47 18 RESIDENT: She's the one that -- somebody  
16:58:50 19 sent out some letters.  
16:58:51 20 MS. PARTEE: You can call me too. What  
16:58:56 21 you have to do -- if you can't get Ms. Grundy,  
16:59:00 22 you can fax your information in because there's  
16:59:03 23 a fax number on the letter, or you can bring  
16:59:05 24 your information down to central office or you



16:59:08 1 can give it to the property manager, and they  
16:59:10 2 will send it to us.

16:59:14 3 RESIDENT: They referred me like that, to  
16:59:16 4 come to the central office.

16:59:17 5 MS. PARTEE: Well, come to central office.  
16:59:18 6 If you can't get Ms. Grundy, you can see me or  
16:59:21 7 my secretary. Don't not do it, report the  
16:59:24 8 information. You've got to do that because our  
16:59:26 9 hands are tied.

16:59:30 10 Congress created this law. It's a law.  
16:59:36 11 It's statutory. There's nothing we can do. We  
16:59:40 12 wanted to -- some of you may have gotten a  
16:59:43 13 letter saying there was a mandatory meeting.  
16:59:46 14 HUD said you couldn't do it.

16:59:47 15 They have given you two years to complete  
16:59:50 16 those hours. We couldn't give you any more  
16:59:54 17 time because you had two years to do it.

16:59:57 18 So now they said if they have not  
16:59:59 19 performed those community service hours, you  
17:00:03 20 must send them a 30-day lease cancellation, and  
17:00:08 21 they are at the office now reviewing our files  
17:00:12 22 to see if we issued those lease cancellations.  
17:00:18 23 That's why I was late.

17:00:19 24 MS. PHILLIPS: Thank you, Ms. Partee. If



17:00:22 1 there are no more questions, that concludes my  
17:00:26 2 presentation.

17:00:26 3 RESIDENT: I'm not a resident, per se. I  
17:00:30 4 am in a way because I have got to move from the  
17:00:33 5 child care center, but I got to ask a question.  
17:00:36 6 If it is mandated by HUD to lease all the  
17:00:40 7 buildings private after -- that MHA would have  
17:00:45 8 anything to do with it after you rebuild Dixie  
17:00:48 9 Homes. Is that mandated?

17:00:50 10 MS. PHILLIPS: Yes. We actually do still  
17:00:52 11 have a relationship. The relationship turns  
17:00:54 12 into an asset management role for the housing  
17:00:58 13 authority. The Hope VI program was originally  
17:01:03 14 designed and is structured such that the  
17:01:06 15 housing authority through a fixed finance  
17:01:11 16 approach can use as a tool to redevelop public  
17:01:15 17 housing.

17:01:16 18 Once those units come back on line, we  
17:01:18 19 have a private manager that will actually  
17:01:21 20 manage the site that we hired, and we pass on  
17:01:27 21 subsidies to the private manager for management  
17:01:31 22 of the public housing units as well as the  
17:01:33 23 market rate units. So we still do have a  
17:01:37 24 relationship.





17:01:38 1           We do not own the development. We  
17:01:40 2           still -- we lease the land because we cannot  
17:01:43 3           give the land away. But we are in an asset  
17:01:48 4           management role, but the site and the  
17:01:51 5           improvements are managed and owned by a private  
17:01:54 6           manager.

17:01:55 7           And we monitor the manager, so to speak.  
17:01:58 8           And we still have a relationship in that we  
17:02:03 9           monitor the way they operate the new units, and  
17:02:08 10          we pass subsidies onto them and pay them a fee  
17:02:12 11          for managing the units.

17:02:17 12          RESIDENT: Richard Arden. If community  
17:02:22 13          service people that are working and are working  
17:02:25 14          sufficiently, will they get notified of whether  
17:02:27 15          they are going to be replaced once they start  
17:02:30 16          to change?

17:02:31 17          MS. PHILLIPS: I'm sorry. I don't quite  
17:02:33 18          understand your question.

17:02:34 19          RESIDENT: The people that are working in  
17:02:36 20          community service -- will there be changes for  
17:02:40 21          them if they have to be relocated?

17:02:43 22          MS. PHILLIPS: Changes in terms of --

17:02:45 23          RESIDENT: Of where they are located on  
17:02:47 24          the job sites of community service. You know,



17:02:50 1 the long list we have for community service  
17:02:53 2 placements.

17:02:54 3 MS. PHILLIPS: It's a little hard to  
17:02:56 4 address your question in that we don't know  
17:02:58 5 where the families will choose to be relocated  
17:03:01 6 to.

17:03:01 7 But given that the list is quite  
17:03:04 8 extensive, I would imagine -- and Ms. Partee  
17:03:07 9 may want to address that directly. I would  
17:03:12 10 imagine that there would be opportunities they  
17:03:12 11 could switch to that would be more convenient  
17:03:14 12 to work.

17:03:15 13 MS. PARTEE: Some people don't perform  
17:03:16 14 their community service hours at the same  
17:03:19 15 location every month. They move around from  
17:03:22 16 agency to agency. It's just you have to do  
17:03:25 17 eight hours. It doesn't dictate where every  
17:03:30 18 month.

17:03:34 19 MS. PHILLIPS: Thank you.

17:03:36 20 RESIDENT: Will you all be helping us with  
17:03:39 21 our relocation process?

17:03:42 22 MS. PHILLIPS: You have a non-profit  
17:03:44 23 business?

17:03:45 24 RESIDENT: Yes.



17:03:46 1 MS. PHILLIPS: In the regulation, it  
17:03:48 2 provides for relocation assistance that the  
17:03:51 3 housing authority must go through, a  
17:03:53 4 negotiation process with any businesses that  
17:03:55 5 are on site. So I guess the short answer is  
17:03:58 6 yes.

17:03:58 7 I can't tell you that, you know, you will  
17:04:00 8 receive a million dollars and, you know -- that  
17:04:03 9 would be nice. But I can't tell you -- begin  
17:04:06 10 to tell you, you know, what -- what is fair.

17:04:11 11 But all will be taken into consideration.  
17:04:13 12 I guess, the type of services or the number of  
17:04:20 13 children that you serve, the accommodations  
17:04:23 14 that you will be moving to, and other factors  
17:04:26 15 will be taken into consideration.

17:04:28 16 But the regulation does provide for  
17:04:30 17 relocation assistance to those businesses or  
17:04:34 18 non-profits that are on the site. Okay. I  
17:04:36 19 believe you're the only one that is on the site  
17:04:39 20 that's a business. Okay.

17:04:43 21 I'm not sure of how it will be handled,  
17:04:46 22 but I'm sure that whatever we'll do will come  
17:04:53 23 with executive approval to offer you what is  
17:04:57 24 fair.



17:04:57 1 RESIDENT: Okay.

17:04:59 2 MS. PHILLIPS: Okay.

17:05:00 3 RESIDENT: You know what other -- I'm

17:05:06 4 sorry. Carrie Hicks. And I wanted to know if

17:05:10 5 you already know what development that you

17:05:12 6 would like to go through in the area like --

17:05:16 7 for me, I like to stay in the medical center

17:05:20 8 area.

17:05:23 9 And I only know of just two -- Cleaborn

17:05:27 10 Homes and Foote Homes and Downtown Square,

17:05:34 11 Downtown Square.

17:05:38 12 MS. PHILLIPS: Barry or --

17:05:40 13 RESIDENT: I don't know what -- where is

17:05:41 14 Barry?

17:05:42 15 RESIDENT: You want high rise or --

17:05:42 16 RESIDENT: No, I want --

17:05:44 17 RESIDENT: Well, you don't have any

17:05:44 18 children.

17:05:44 19 MS. PHILLIPS: Okay. You want low rise.

17:05:45 20 Family development.

17:05:47 21 RESIDENT: Uh-huh.

17:05:48 22 MS. PHILLIPS: That's a question that the

17:05:50 23 relocation department would have to address

17:05:52 24 with you during the counseling process. They





17:05:54 1 will go through, as I mentioned, one on one and  
17:05:58 2 take into consideration, you know, your needs.

17:06:01 3 But the relocation department will be able  
17:06:07 4 to better address that with you directly.

17:06:07 5 Okay. All right. That concludes my  
17:06:11 6 presentation. If there are no more questions,  
17:06:13 7 thank you.

17:06:19 8 MR. KURTZ: Thank you, Luretha.  
17:06:24 9 Appreciate that. Let me step back and talk  
17:06:27 10 about the overall capital improvements, plans;  
17:06:30 11 and then I will go over development by  
17:06:32 12 development. We are going to be conducting a  
17:06:35 13 physical needs assessment at each one of the  
17:06:38 14 public housing sites as well as those that are  
17:06:40 15 privately managed.

17:06:42 16 When we, as an agency, submitted to HUD a  
17:06:45 17 request to use moneys that we would receive as  
17:06:49 18 subsidy from HUD as payment for a loan from the  
17:06:54 19 City of Memphis for reconstruction, HUD asked  
17:06:58 20 that we perform this physical needs assessment  
17:07:00 21 to get an idea of what types of issues there  
17:07:03 22 were on each of the developments and whether we  
17:07:05 23 were placing enough money in the capital fund  
17:07:08 24 to be able to support that.



17:07:09 1 We're going to do that assessment this  
17:07:12 2 year. One highlight of that or one aspect of  
17:07:15 3 it we have included is a seismic analysis for  
17:07:17 4 each of the high rise buildings. We want to  
17:07:21 5 make sure we got a good understanding of what  
17:07:24 6 our obligations are and what kind of costs it  
17:07:26 7 would take to renovate each of those  
17:07:29 8 structures.

17:07:29 9 Next, we have an energy audit under way  
17:07:33 10 right now with an associated utility allowance  
17:07:36 11 study. That utility allowance study directly  
17:07:40 12 impacts residents when it comes to what you  
17:07:42 13 will receive on your rent statement as the  
17:07:45 14 allowance for a given developer.

17:07:48 15 The process works like this. The  
17:07:51 16 consultant comes and analyzes the consumption  
17:07:55 17 of energy over the last three years. We obtain  
17:07:57 18 that information from the local utility and go  
17:08:01 19 through an analysis process to determine what  
17:08:04 20 that cost should be and what the average  
17:08:07 21 consumptions ought to be.

17:08:07 22 Then it becomes a public comment process  
17:08:10 23 for 60 days. We will post that and make it  
17:08:13 24 available for viewing. Somewhere in the May or



17:08:16 1 June timeframe we will take that new utility  
17:08:19 2 allowance to the housing authority for their  
17:08:22 3 review for an approval and subsequent  
17:08:25 4 implementation.

17:08:25 5 It will be in the summertime before that  
17:08:28 6 really takes effect. We also do the utility  
17:08:33 7 allowance study. We will be doing the utility  
17:08:35 8 allowance study on those privately managed  
17:08:37 9 sites where there are public housing units.

17:08:40 10 The last thing I want to mention as an  
17:08:43 11 overall theme is we have a considerable amount  
17:08:46 12 of effort under way for elderly designated  
17:08:50 13 sites. Ms. Phillips talked about College Park  
17:08:54 14 being that first site that was built at the  
17:08:57 15 former LeMoyne Gardens site, 80 units of  
17:08:57 16 elderly owned housing.

17:09:02 17 We have broken ground for Latham Terrace,  
17:09:03 18 which will be an 80-unit facility for the  
17:09:07 19 elderly only. On Fourth and Crump, adjacent to  
17:09:12 20 the what's now owned by the Church of God and  
17:09:15 21 Christ headquarters, we will have 118 units at  
17:09:20 22 University Place. Of which 82 of those are  
17:09:22 23 public housing and following up with 69 in the  
17:09:26 24 Uptown area.



17:09:28 1           Let me cover the other activities now  
17:09:32 2           development by development. First of all, I  
17:09:34 3           wanted to mention Lamar Terrace, University  
17:09:37 4           Place. Aside from the new construction, we are  
17:09:40 5           completing the demolition of a lot of the old  
17:09:44 6           industrial sites and the hospital sites.

17:09:47 7           Once we complete the demolition, the  
17:09:49 8           clearing of all of those areas, we will have  
17:09:52 9           them positioned for the reconstruction effort  
17:09:54 10          that will begin over the next year and a half.  
17:09:58 11          We do have some additional acquisitions that  
17:10:00 12          we're making in that area to ensure we acquire  
17:10:05 13          all the property necessary to build back  
17:10:09 14          University Place.

17:10:10 15          Foote Homes, we had no specific plan  
17:10:15 16          within -- within this year for project at Foote  
17:10:17 17          Homes. It was renovated about four or five  
17:10:21 18          years ago; so we don't have any need to invest  
17:10:26 19          any capital money there.

17:10:28 20          Dixie Homes -- starting to talk about  
17:10:31 21          that. We do have one fire damaged building. I  
17:10:35 22          finally have a bid that I think we're going to  
17:10:38 23          be able to use. We'll take down that building  
17:10:40 24          at Mosby and Decatur. And then we will be





17:10:44 1 assisting the relocation department in the  
17:10:47 2 relocation effort.

17:10:50 3           You probably have all been told and it  
17:10:53 4 bears repeating that we are looking at  
17:10:56 5 relocating families with children in school  
17:10:58 6 after the school year ends. Our intent is to  
17:11:05 7 have everybody with school age children  
17:11:05 8 relocated over the summertime so that the  
17:11:06 9 children will be in a new school district  
17:11:10 10 before school starts in the late summer.

17:11:13 11           We -- the other residents without any  
17:11:17 12 children have the potential to move earlier  
17:11:21 13 than the end of the school year or through the  
17:11:23 14 summer or again after the school year starts in  
17:11:26 15 the late summer depending on the availability  
17:11:29 16 of housing and the use of the vouchers that you  
17:11:35 17 will each receive individual counseling on how  
17:11:37 18 to take that voucher and put it to use.

17:11:48 19           We have another initiative that we're  
17:11:50 20 preparing to embark on in the Oates Manor area.  
17:11:54 21 Oates Manor was on North Manassas. We  
17:11:58 22 demolished that site. It has been acquired by  
17:12:01 23 the Memphis City Schools. They do intend to  
17:12:04 24 build a new Manassas High school on that site.



17:12:07 1           We are in the process of acquiring about  
17:12:10 2           nine or ten acres of land on the south side of  
17:12:13 3           Firestone Avenue across from the old Firestone  
17:12:16 4           plant. That will be the first phase of New  
17:12:19 5           Chicago revitalization as a replacement site  
17:12:23 6           for Oates Manor.

17:12:24 7           We expect that will be done within the  
17:12:28 8           month. Once that is completed, we will  
17:12:32 9           initiate the demolition of that industrial  
17:12:34 10          area, and then in the fall -- well, probably  
17:12:37 11          the spring of next year hopefully we will be  
17:12:40 12          able to get started on new construction.

17:12:42 13          The housing authority does intend to apply  
17:12:44 14          for a Hope VI grant from HUD for that site in  
17:12:48 15          this fiscal year. We will have on the boards  
17:12:55 16          two subsequent phases to that first phase. The  
17:12:59 17          second phase will be south of the first one,  
17:13:01 18          and the third phase will include the  
17:13:04 19          acquisition of the old Manassas high school.

17:13:09 20          Crump school board will be demolishing  
17:13:10 21          that and then placing on the site by the city  
17:13:15 22          of Memphis a new police precinct. Okay.

17:13:18 23          Cleaborn Homes. Cleaborn Homes has got  
17:13:21 24          two parts to it. Cleaborn Homes, TN 1-8, which



17:13:23 1 is the main part of Cleaborn. We will be  
17:13:27 2 initiating repairs of 55 of the vacant units  
17:13:30 3 there. That will help in the making units  
17:13:33 4 available for the relocation of families from  
17:13:36 5 Dixie Homes.

17:13:38 6 In fact, the contract is about ready to go  
17:13:41 7 on the street for bidding. We have a couple of  
17:13:45 8 site improvement issues we need to clean up  
17:13:46 9 there. We suspended a contract because of the  
17:13:49 10 winter. And once the weather improves, we will  
17:13:52 11 be able to get back and finish the sodding,  
17:13:55 12 seeding, planting, that type of thing.

17:13:57 13 RESIDENT: Did you say you all repaired  
17:13:59 14 those at Cleaborn Homes for people at Dixie  
17:14:03 15 Homes? Did you not say that?

17:14:04 16 MR. KURTZ: Yes. What I said was we have  
17:14:06 17 a contract we're preparing to get bids on --  
17:14:09 18 for repairs of the units at Cleaborn Homes.  
17:14:12 19 That would help accommodate the residents to  
17:14:14 20 relocate from Dixie.

17:14:16 21 RESIDENT: That's what I thought you said.

17:14:18 22 MR. KURTZ: Yes.

17:14:19 23 RESIDENT: So the people from Dixie Homes  
17:14:20 24 can go to Cleaborn Homes after you all --



17:14:24 1 MR. KURTZ: Yes. That's correct. We  
17:14:25 2 have -- my department will be working those 55  
17:14:28 3 units. There are 15 to 20 more units at  
17:14:35 4 Cleaborn Homes that are vacant right now that  
17:14:37 5 the in-house staff will prepare for occupancy.

17:14:40 6 There are some units that are available at  
17:14:43 7 the high rise developments. There are some  
17:14:45 8 units that are available at Montgomery Plaza.  
17:14:50 9 And there are some -- I'm not sure of the  
17:14:51 10 numbers at Foote Homes as well.

17:14:53 11 RESIDENT: Not that these people are  
17:14:55 12 illiterate, but you need to use terms that they  
17:14:58 13 can understand.

17:15:00 14 MR. KURTZ: Okay. Let me address the  
17:15:04 15 other part of Cleaborn Homes. This area that  
17:15:08 16 is south of Georgia Avenue -- we will be using  
17:15:10 17 that as the off-site location for construction  
17:15:13 18 of 30 single family for-sale homes as Ms.  
17:15:17 19 Phillips talked about under the Dixie Homes  
17:15:20 20 grant.

17:15:22 21 Some of you are familiar with the Cleaborn  
17:15:24 22 Homes area. You may know we built 25 single  
17:15:29 23 family rental houses at Mckinley and Georgia  
17:15:32 24 Avenue. Those were occupied this past year by





17:15:37 1 residents who expressed an interest in  
17:15:40 2 self-sufficiency and movement towards home  
17:15:43 3 ownership.

17:15:44 4 I believe they are given three years in  
17:15:46 5 that program in support, and we are expected to  
17:15:50 6 have the for-sale units across the street built  
17:15:54 7 by the time the first residents coming out of  
17:15:57 8 that development will be interested in buying a  
17:16:00 9 home.

17:16:00 10 That will allow people to stay in the same  
17:16:02 11 neighborhoods but make that investment and  
17:16:05 12 acquisition of their own home. I think that's  
17:16:07 13 going to be a good program for us. It was  
17:16:11 14 really one of the strong points on our  
17:16:12 15 application to HUD for this Hope VI grant for  
17:16:14 16 Dixie homes.

17:16:17 17 There also is one acre of land that's  
17:16:19 18 adjacent to that that we have to put in an  
17:16:22 19 application to HUD for permission to sell it.  
17:16:24 20 It is a small acre that we really didn't  
17:16:26 21 believe we can develop effectively.

17:16:31 22 Fowler Homes -- I mentioned briefly the  
17:16:34 23 senior center we are going to be building with  
17:16:37 24 our partners at Wesley Housing Group that will



17:16:39 1 be elderly only. That should be ready for  
17:16:42 2 lease-up in the fall of 2006. The -- to the  
17:16:48 3 south of that, we have approximately five to  
17:16:50 4 six acres more of land on that that we will be  
17:16:53 5 building 40 additional public housing units.

17:16:56 6 We expect to get HUD approval to start  
17:16:58 7 construction within a week. Once that  
17:17:01 8 construction starts, we will have everything  
17:17:03 9 built by the fall of 2006 and lease-up will  
17:17:07 10 begin in the fall of 2006 for those 40 units.

17:17:12 11 RESIDENT: Wilma Campbell. Where is that  
17:17:15 12 one acre of land that you said you will not be  
17:17:17 13 using?

17:17:19 14 MR. KURTZ: That one acre of land is --  
17:17:22 15 it's in front of -- on Crump Boulevard. It's  
17:17:26 16 right at the corner of Crump and Mckinley.

17:17:33 17 RESIDENT: Thank you.

17:17:34 18 MR. KURTZ: Sure. Let me talk to each of  
17:17:43 19 the high rises. At Barry Towers, we have some  
17:17:46 20 work that we need to do to repair some of the  
17:17:49 21 balconies from a previous project. We are also  
17:17:53 22 looking at putting metal fencing around the  
17:17:57 23 perimeter of that site to match the existing  
17:18:02 24 fence from the Uptown Village Apartments.



17:18:05 1 At Venson Center, we may put an awning on  
17:18:08 2 that building. That like the other  
17:18:10 3 buildings -- we are looking at the cost of  
17:18:13 4 renovating to include any requirements for  
17:18:15 5 making it earthquake proof.

17:18:19 6 Grace Manor is on the southwest part of  
17:18:22 7 town. It's currently vacant. We have  
17:18:25 8 requested -- or we are requesting approval from  
17:18:27 9 HUD to tear it down. We will be building back  
17:18:29 10 there multifamily units, a senior building, and  
17:18:33 11 single family renters.

17:18:36 12 We are exploring options for commercial  
17:18:39 13 development on South Third Street as well. At  
17:18:44 14 Walter Simmons, we had approval to sell that.  
17:18:47 15 We received a price from the City. They have  
17:18:52 16 since withdrawn their bid for that particular  
17:18:55 17 property, and we are going to re-advertise that  
17:18:57 18 for sale.

17:19:01 19 Jefferson Square, we have -- we're going  
17:19:04 20 to look at the size and condition of that  
17:19:07 21 building and other physical needs. We don't  
17:19:08 22 have any specific work plan for this year at  
17:19:11 23 Jefferson Square.

17:19:13 24 Montgomery plaza. Montgomery Plaza, we're



17:19:16 1 going to do some site improvements there. We  
17:19:18 2 got some drainage issues, site drainage, and  
17:19:21 3 playgrounds that we need fixed there. We are  
17:19:24 4 also going to place a roof on the building. We  
17:19:27 5 just had a fire down there in Montgomery this  
17:19:28 6 past week, and I haven't had a chance to look  
17:19:32 7 at it yet with the rest of the staff.

17:19:35 8 That may become a project that we take on  
17:19:38 9 this fiscal year as well where all of the  
17:19:40 10 families are relocated out of that building.  
17:19:43 11 Okay. The Borda Towers -- I had some emergency  
17:19:46 12 work that we're going to be working on the  
17:19:49 13 first floor and taking care of some asbestos  
17:19:51 14 and some other common area improvements.

17:19:56 15 At Ford Road -- we're going to be  
17:19:57 16 rebuilding Ford Road as Henry D. Ford, Senior,  
17:20:04 17 Villas, and that will be a 72-unit development.  
17:20:09 18 36 of those will be public housing. We hope to  
17:20:12 19 be able to get HUD's approval for that in the  
17:20:15 20 late summer and start construction in the fall,  
17:20:18 21 2006.

17:20:19 22 If we stay on that course, we will have  
17:20:21 23 units ready by the end of the calendar year  
17:20:27 24 2007. Cypresswood is on South Horn Lake. We





17:20:32 1 are hoping to apply for multiple housing tax  
17:20:36 2 credits this spring that will allow us to build  
17:20:39 3 anywhere from 120 to 150 units at that  
17:20:42 4 location.

17:20:44 5 We will touch base on two developments  
17:20:46 6 together. Texas Courts and Alabama Plaza. We  
17:20:51 7 have submitted an application to sell  
17:20:53 8 Alabama -- Texas Court, and we are developing  
17:20:57 9 an application to HUD to sell Alabama Plaza.

17:21:01 10 We expect to gain approval for both of  
17:21:03 11 those this year, and then they may be up for  
17:21:06 12 sale. The last site I want to mention to you  
17:21:09 13 is known as Crockett Place Apartments. This is  
17:21:13 14 located on the corner of the Hawkins Mill site.

17:21:17 15 We had sold the land, gave the land off to  
17:21:20 16 a private developer. They have developed an  
17:21:23 17 84-unit brand new apartment complex across the  
17:21:28 18 street from Crockett Park. We gained HUD  
17:21:30 19 approval earlier this year to establish 26  
17:21:34 20 units of public housing in that 84-unit  
17:21:38 21 complex. That property is going through their  
17:21:42 22 lease-up right now.

17:21:43 23 If you're interested in that location,  
17:21:45 24 that's available for your application now. The



17:21:49 1 last thing I want to mention is acquisitions.  
17:21:51 2 The housing authority continues to look at  
17:21:55 3 acquisitions of other developments throughout  
17:21:57 4 the city as a means of improving our  
17:22:01 5 opportunity to provide affordable housing.

17:22:04 6 We currently have one submittal that we're  
17:22:05 7 looking at as an option for acquisition.  
17:22:10 8 That's all I have for all the developments. Do  
17:22:12 9 you have any questions?

17:22:28 10 RESIDENT: They are going to rebuild --

17:22:30 11 COURT REPORTER: Did you understand that  
17:22:30 12 question?

17:22:34 13 MR. KURTZ: The question is are you going  
17:22:35 14 to be rebuilding Cypresswood? Are you going to  
17:22:39 15 build Horn Lake as well.

17:22:40 16 Horn Lake is probably going to be at least  
17:22:43 17 a year behind Cypresswood. It's based on how  
17:22:46 18 many projects we can get started and how much  
17:22:48 19 funding we can get at a given time. It's about  
17:22:52 20 a year behind Cypresswood. We had a design for  
17:22:55 21 about a hundred units put back at Horn Lake.

17:23:07 22 Jackie, did you want to talk about a few  
17:23:08 23 issues?

17:23:12 24 MS. PARTEE: I want to say something.



17:23:14 1 Yes. Good evening. I want to tell you all  
17:23:17 2 that we realize the urgency you have. We  
17:23:22 3 realize the stress that you all are probably  
17:23:25 4 under now.

17:23:27 5 We realize that there is a lot of  
17:23:30 6 confusion, but we want you to trust us. You  
17:23:33 7 need to trust us, and you need to stay in  
17:23:36 8 contact with us. And you should not move  
17:23:39 9 because you become frustrated.

17:23:43 10 I talked to the director of asset  
17:23:45 11 management today, and we are going to make  
17:23:48 12 every accommodation possible to make it as  
17:23:53 13 smooth as a process can be. So we need you to  
17:23:57 14 work with us. And I know that your tempers are  
17:24:01 15 being agitated, that your dispositions are  
17:24:07 16 ugly. But I'm asking you all to work with us.

17:24:11 17 Now, one of the plans that we are  
17:24:14 18 considering that we're going to do -- not  
17:24:16 19 considering, is that we are going to make sure  
17:24:19 20 staff is on-site in the management office. So  
17:24:23 21 for those of you who can't get down to central  
17:24:26 22 office, we are going to have staffing at  
17:24:30 23 management office.

17:24:30 24 So we are going to make every



17:24:31 1 accommodation possible to assist you. Our  
17:24:36 2 relocation department is in conversations with  
17:24:40 3 other apartment owners to make sure that we  
17:24:44 4 have housing for you all. We're not going to  
17:24:46 5 leave anybody out there not having anywhere to  
17:24:52 6 live.

17:24:53 7 And we're going to make sure that it does  
17:24:55 8 not stretch your budget. We know that you have  
17:25:01 9 certain incomes, and that is the kind of  
17:25:03 10 housing we're going to find for you. So you  
17:25:05 11 must work with us, and we are going to work  
17:25:08 12 with you. So please trust us, maintain as even  
17:25:16 13 a disposition as you can because, you know, if  
17:25:18 14 you're mad, you're going to make me mad; and  
17:25:21 15 can't nothing get done.

17:25:23 16 If you come in with a nasty attitude  
17:25:26 17 cursing me out, I'm not going to want to deal  
17:25:29 18 with you, nor will the staff. So pass that on.  
17:25:33 19 You come in with the right attitude, and really  
17:25:35 20 and truly, you're going to be able to live in a  
17:25:40 21 better place. And, no, everybody won't be able  
17:25:44 22 to come back, but wherever you go, it's going  
17:25:48 23 to be better than Dixie.

17:25:50 24 So work with us. This is really a new day





17:25:55 1 for public housing all over the country. But  
17:26:00 2 the housing authority and Memphis Housing  
17:26:03 3 Authority can actually toot its horn because of  
17:26:06 4 our track record and the number of Hope VI  
17:26:09 5 grants we have gotten. This is the fourth one.

17:26:14 6 So it's not to throw you all away.  
17:26:18 7 Please. I wouldn't let them do that, just  
17:26:21 8 throw you all away. That's not the intent at  
17:26:23 9 all. But you all know what the conditions are  
17:26:26 10 like over there. Something has to be done.

17:26:29 11 And we have been fixing it and fixing it  
17:26:32 12 and fixing it, and it still needs fixing. So  
17:26:38 13 you all trust us, work with us, and we are  
17:26:42 14 going to work with you and make sure that you  
17:26:45 15 are in contact with Mr. Robertson.

17:26:49 16 You can come -- call me. You can call  
17:26:52 17 Mr. Kurtz. He will respond. But let's try to  
17:26:59 18 be appropriate, and let's be reasonable. You  
17:27:05 19 can't move. You know what? We don't want all  
17:27:09 20 to move to east Memphis. We really don't. But  
17:27:12 21 that's where some people choose to be.

17:27:14 22 We want you to stay close to the  
17:27:16 23 development so that, when it comes back, the  
17:27:19 24 day care center will be around for those who



17:27:24 1 can use it. We are working with them to make  
17:27:25 2 sure they can stay in the neighborhood. So if  
17:27:27 3 you have a child or a grandchild using the  
17:27:29 4 center, they can continue to use it.

17:27:31 5 So you all work with us. I can feel the  
17:27:35 6 heaviness you all have because we have it too,  
17:27:38 7 but we see a good thing coming out of this. So  
17:27:42 8 I want you all to be positive. And let's work  
17:27:45 9 together. I appreciate you all attending the  
17:27:48 10 meetings. That's important.

17:27:49 11 Ms. Hall said some people haven't attended  
17:27:53 12 any meetings. They don't know what is going  
17:27:55 13 on. And if they start moving, they are going  
17:27:59 14 to lose some benefits. So you wait until you  
17:28:02 15 get your letters, wait until you talk to  
17:28:04 16 somebody with relocation.

17:28:06 17 But we're not going to have you sitting  
17:28:08 18 out there and -- it's dark and dreary, and the  
17:28:12 19 fence is all up like you're in jail. We're  
17:28:16 20 going to do the best we can because you're  
17:28:19 21 human beings. We know that. And we are going  
17:28:22 22 to treat you the way we would want to be  
17:28:24 23 treated. If they are not, you let me know.  
17:28:26 24 And I will take care of that.



17:28:28 1           They have got to treat you with dignity  
17:28:31 2           and respect. We won't take anything less than  
17:28:34 3           that. So if somebody -- if one of the staff  
17:28:36 4           comes out and they don't talk to like they  
17:28:39 5           should, you let us know because it's important  
17:28:42 6           for you all to feel comfortable in this  
17:28:45 7           process.

17:28:47 8           I know you are going to say where am I  
17:28:49 9           going? What am I going to do? Is my rent  
17:28:51 10          going up? Oh, my utilities is going to run me  
17:28:54 11          out of the house. When we start those  
17:28:57 12          individual sessions, we will let you know what  
17:28:58 13          you're eligible for. So make sure you come to  
17:29:03 14          meetings and ask questions.

17:29:07 15                 That's all I have to say.

17:29:15 16           MR. KURTZ: Jackie, I don't know if I  
17:29:17 17           could have said it any better. I appreciate  
17:29:20 18           you. That's all I have.

17:29:26 19           We will continue to work with everybody  
17:29:27 20           here and look forward to having a great year at  
17:29:31 21           Dixie Homes. Thank you.

17:29:32 22

17:29:32 23

\* \* \* \* \*

24



17:29:32 1

## C E R T I F I C A T E

17:29:32 2

17:29:32 3

17:29:32 4

STATE OF TENNESSEE:

17:29:32 5

COUNTY OF SHELBY:

17:29:32 6

17:29:32 7 I, TAKIYAH SANDERS, Certified Shorthand  
 17:29:32 8 Reporter and Notary Public at Large for the State of  
 17:29:32 9 Tennessee, do hereby certify that I reported in  
 17:29:32 10 machine shorthand the above-captioned proceedings.

17:29:32 9

17:29:32 10 I HEREBY CERTIFY that the foregoing pages  
 17:29:32 11 contain a full, true, and correct transcript of my  
 17:29:32 12 said Stenotype notes then and there taken.

17:29:32 11

17:29:32 12 I FURTHER CERTIFY that I am not an  
 17:29:32 13 attorney or counsel of any of the parties, nor a  
 17:29:32 14 relative or employee of any of the parties, nor am I  
 17:29:32 15 a relative or employee of any attorney or counsel  
 17:29:32 16 connected with the action, nor am I financially  
 17:29:32 17 interested in the action.

17:29:32 14

17:29:32 15 I FURTHER CERTIFY that in order for this  
 17:29:32 16 document to be authentic and genuine, it must bear  
 17:29:32 17 my original signature and my embossed notarial seal  
 17:29:32 18 and that any reproduction in whole or in part of  
 17:29:32 19 this document is not allowed or condoned and that  
 17:29:32 20 such reproductions should be deemed a forgery.

17:29:32 18

17:29:32 19 THEREFORE, witness my hand and my official  
 17:29:32 20 seal in the State of Tennessee on  
 17:29:32 21 \_\_\_\_\_, 2005.

17:29:32 20

17:29:32 21

17:29:32 22 \_\_\_\_\_  
 17:29:32 23 TAKIYAH F. SANDERS, CSR, RPR  
 17:29:32 24 Notary Public at Large  
 My Commission Expires:  
 October 30, 2006

17:29:32 23

24





12

1

MEMPHIS HOUSING AUTHORITY  
FIVE YEAR PLAN MEETING

2

3

4

5

SITE: JEFFERSON SQUARE COMMUNITY ROOM

6

FEBRUARY 9, 2006

7

TIME: 1:06 p.m.

8

9

10 PRESENT FROM MEMPHIS HOUSING AUTHORITY:

11

ROBERT KURTZ

12

YVETTE CAMEL-SMITH

13

LURETHA PHILLIPS

14

JACKIE PARTEE

15

16

17

18

19

ALPHA REPORTING CORPORATION  
TAKIYAH FRANKLIN-SANDERS, RPR, CSR  
100 North Main Street  
Memphis, Tennessee 38103  
(901) 523-8974

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ALPHA REPORTING CORPORATION  
(901) 523-8974

13:06:05 1 MR. KURTZ: Good to see everybody this  
13:06:08 2 afternoon. I'm Bob Kurtz with the capital  
13:06:10 3 improvements department.  
13:06:11 4 We have a presentation that we're going to  
13:06:14 5 give you to discuss the annual plan and the  
13:06:16 6 five-year plan. We have Takiyah here as our  
13:06:22 7 court reporter. So when we get to the question  
13:06:24 8 stage, please state your name and make your  
13:06:28 9 question clear and loud so that she can get it  
13:06:30 10 properly recorded.  
13:06:33 11 Our deputy executive director and general  
13:06:35 12 counsel for the housing authority Ms. Yvette  
13:06:36 13 Camel-Smith is here. She's going to give an  
13:06:41 14 overview of the plan. Ms. Luretha Phillips is  
13:06:44 15 here to give you a presentation of the ongoing  
13:06:47 16 Hope VI activities, and Jackie Partee is here  
13:06:50 17 because she takes care of us all.  
13:06:55 18 MS. PARTEE: I want to make sure they say  
13:06:56 19 it right the first time.  
13:06:58 20 MR. KURTZ: She's our all American back  
13:07:00 21 stop to take care of everything that we're not  
13:07:02 22 able to handle. So she will have a few things  
13:07:04 23 to say, and I will cover each of the projects  
13:07:08 24 that we have planned in the capital area over



13:07:11 1 the next year and the five year. I'll turn it  
13:07:14 2 over to Ms. Camel-Smith.

13:07:18 3 MS. CAMEL-SMITH: Good afternoon,  
13:07:20 4 everyone. Let's wake up. I feel people  
13:07:22 5 sleeping. It's after lunch, but I'm trying to  
13:07:26 6 stay up. So please stay up with me.

13:07:29 7 I'd like to welcome all of you to our  
13:07:31 8 annual hearing on our five-year plan on behalf  
13:07:33 9 of our executive director Mr. Robert Lipscom.  
13:07:37 10 Again, we welcome you. We ask that you  
13:07:39 11 participate in this process; and, again, we're  
13:07:44 12 delighted that all of you are here with us.

13:07:47 13 I'll begin by telling you our vision  
13:07:51 14 statement. It is our vision to become a  
13:07:54 15 national model in community revitalization.  
13:07:58 16 Our mission statement includes the following.  
13:08:00 17 To provide community revitalization through a  
13:08:04 18 seamless system of supportive services,  
13:08:06 19 affordable housing, and new business  
13:08:09 20 development.

13:08:11 21 The goals of the Memphis Housing Authority  
13:08:13 22 includes the following. Number one, to  
13:08:17 23 increase the availability of decent, safe, and  
13:08:20 24 affordable housing.



13:08:21 1                   Number two, to improve community quality  
13:08:24 2                   of life and economic vitality.

13:08:27 3                   Number three, to promote self-sufficiency  
13:08:30 4                   and asset development of families and  
13:08:33 5                   individuals.

13:08:33 6                   And fourthly, to ensure equal opportunity  
13:08:36 7                   in housing for all Americans. Our executive  
13:08:41 8                   summary is a summary that the executive  
13:08:43 9                   director put together to tell exactly where our  
13:08:44 10                  emphasis is, and our executive summary consists  
13:08:49 11                  of the following.

13:08:50 12                  Number one, to replace obsolete public  
13:08:53 13                  housing stock, to guarantee housing to current  
13:08:59 14                  residents, to train residents, to renovate our  
13:09:04 15                  current housing stock, to provide housing to  
13:09:09 16                  senior and disabled within our developments, as  
13:09:12 17                  well as to reduce the vacancy rate.

13:09:16 18                  The executive summary also consists of our  
13:09:20 19                  site based professional management, coordinated  
13:09:23 20                  case management, increase job opportunities,  
13:09:25 21                  and lastly to promote self-sufficiency.

13:09:29 22                  Our current housing needs consist of -- we  
13:09:32 23                  have a Section 8 waiting list consisting of  
13:09:36 24                  2,900 families and a public housing waiting





13:09:40 1 list consisting of a little over 10,000  
13:09:43 2 families. Please be advised that both of those  
13:09:46 3 waiting lists have, in fact, been closed to  
13:09:49 4 date. They are closed due to, of course -- as  
13:09:52 5 most of you may be aware of, we will be  
13:09:56 6 relocating people out of Dixie as well as the  
13:09:58 7 availability of units.

13:10:04 8 Our financial resources -- our total  
13:10:07 9 resources to date include \$151 million. That  
13:10:11 10 consists of federal grants, our rental income,  
13:10:14 11 as well as other sources. With that in mind,  
13:10:17 12 if you guys have any questions regarding  
13:10:19 13 anything that I've mentioned, please feel free  
13:10:22 14 to ask. Otherwise, I will ask Mr. Kurtz to go  
13:10:26 15 on to capital issues.

13:10:30 16 No questions? Thank you.

13:10:31 17 MR. KURTZ: Good afternoon. I'm going to  
13:10:36 18 mention three major items of emphasis that  
13:10:38 19 we're focused on across the housing authority.  
13:10:42 20 And then I will ask Ms. Phillips to address the  
13:10:45 21 Hope VI activity. And then I will go on to  
13:10:49 22 detail one by one development for your  
13:10:52 23 information.

13:10:52 24 First of all, we do have a physical needs



13:10:55 1 assessment that we're preparing to conduct at  
13:10:58 2 all of our developments. That physical needs  
13:11:01 3 assessment is something that HUD asked us to do  
13:11:04 4 since we are -- have proposed to use some of  
13:11:07 5 our funding to pay a loan that we had asked for  
13:11:12 6 from the City of Memphis for renovation,  
13:11:16 7 revitalization work.

13:11:19 8 We have -- we have changed our course  
13:11:21 9 right now. We're not going to get the loan  
13:11:23 10 from the City of Memphis at the present time.  
13:11:25 11 However, we are going to continue with the  
13:11:27 12 physical needs assessment. We think it's a  
13:11:30 13 good tool for us to get an idea of the  
13:11:32 14 conditions of the property and make sure that  
13:11:34 15 we allocate the funds in the right spots for  
13:11:37 16 the developments that we still have in the  
13:11:40 17 portfolio.

13:11:41 18 One aspect of that physical needs  
13:11:43 19 assessment I want you to be aware of is we have  
13:11:46 20 included within that a seismic analysis  
13:11:50 21 requirement for each of the high rise  
13:11:52 22 buildings. That means we're going to look at  
13:11:55 23 the structure of the building and see how it  
13:11:57 24 would withstand an earthquake.



13:12:01 1           There are guidelines that the government  
13:12:03 2           has in terms of what the structure should be  
13:12:05 3           able to withstand. We're going to look at that  
13:12:08 4           because, as you can understand, that has an  
13:12:10 5           impact on how much money we would need to  
13:12:13 6           renovate this building or any of the other high  
13:12:16 7           rise buildings.

13:12:17 8           We're going to go through that this year.  
13:12:19 9           In probably within six months or so, we will  
13:12:22 10          have an idea of what those renovations costs  
13:12:25 11          will be. Second, we're in the middle of an  
13:12:29 12          energy audit. That energy audit takes the last  
13:12:33 13          three years of utility data, gas, water  
13:12:36 14          electric, et cetera. As a part of that, we  
13:12:40 15          obtain a utility allowance study.

13:12:42 16          That takes into account the actual usage  
13:12:44 17          and the cost that is paid for that utility.  
13:12:48 18          Once we review all the input from our  
13:12:52 19          consultant, we will have a final energy utility  
13:12:56 20          allowance study that will make it possible for  
13:12:59 21          us to adjust the utility allowance that each of  
13:13:02 22          our residents see in their monthly bills.

13:13:05 23          It is a public process. Once we receive  
13:13:08 24          the consultants report, we will go out for a 60



13:13:10 1 day public comment period. Sometime in the May  
13:13:13 2 or June timeframe is when we would take that  
13:13:16 3 initiative to the housing authority, the board,  
13:13:18 4 for review and implementation.

13:13:21 5 Lastly, we have a major emphasis on senior  
13:13:25 6 housing. We have four sites that we either  
13:13:29 7 have in construction or are preparing to  
13:13:33 8 initiate construction in this calendar year.

13:13:37 9 I'm going to let Ms. Phillips address most  
13:13:39 10 of those because they are Hope VI sites. If  
13:13:45 11 you can pass the baton.

13:13:50 12 MS. PHILLIPS: Good afternoon, everybody.  
13:13:52 13 I'm Luretha Phillips, and I am responsible for  
13:13:55 14 managing the Hope VI department. In that  
13:13:59 15 department, we are responsibility for  
13:14:02 16 implementing with the assistance of our capital  
13:14:04 17 improvements department and other MHA  
13:14:07 18 departments -- implementing four Hope VI  
13:14:10 19 projects.

13:14:11 20 And Hope VI is about redeveloping blighted  
13:14:15 21 public housing communities. Redeveloping  
13:14:21 22 blighted public housing communities and  
13:14:26 23 transferring those into mixed income  
13:14:30 24 communities with renters and homeowners. Our





13:14:34 1 seniors have senior only facilities, and  
13:14:37 2 currently we have four public housing -- excuse  
13:14:40 3 me, Hope VI sites.

13:14:42 4 Our first was College Park. That was a  
13:14:43 5 grant awarded in 1995. We are complete with  
13:14:46 6 all the physical redevelopment activities, and  
13:14:49 7 we're just finishing some of the final  
13:14:51 8 activities so we can close that project out.  
13:14:54 9 Our second Hope VI was Uptown. It was -- we  
13:14:59 10 tore down Hurt Village and redeveloped  
13:15:02 11 Lauderdale Courts. We call that particular  
13:15:06 12 project Uptown.

13:15:08 13 And it consists of 936 public housing,  
13:15:14 14 mixed income units, home ownership units, and a  
13:15:19 15 senior facility that we will be starting  
13:15:22 16 construction within the next couple of months.  
13:15:26 17 We should finish that activity by December of  
13:15:30 18 2006, and we will close Uptown out.

13:15:35 19 Our third Hope VI was University Place,  
13:15:36 20 the old Lamar Terrace, which many of you are  
13:15:40 21 familiar with. We will get started on  
13:15:42 22 construction with that development next month.  
13:15:46 23 And we will close it out -- excuse me, have our  
13:15:48 24 first closing for the first phase, which is a



13:15:50 1 118-unit senior only facility.

13:15:54 2 We will finish that facility next spring,  
13:15:59 3 in 2007, and it will be a designated senior  
13:16:03 4 only facility for those residents that are 62  
13:16:07 5 and above and those seniors that are also  
13:16:10 6 disabled.

13:16:12 7 Our fourth Hope VI grant was just awarded.  
13:16:14 8 It's for Dixie Homes, which many of you may be  
13:16:17 9 familiar with the announcement back in October.  
13:16:20 10 We received another 20 million-dollar grant  
13:16:23 11 from HUD, and we're going to redevelop Dixie  
13:16:26 12 Homes. Dixie Homes will be demolished.

13:16:31 13 The residents will start the relocation  
13:16:36 14 process actually in the next few weeks, and it  
13:16:36 15 will continue probably for another 9 to 12  
13:16:39 16 months. We will move those residents out, make  
13:16:45 17 available Section 8 vouchers or other public  
13:16:48 18 housing for those families, redevelop that site  
13:16:50 19 into a 404-unit complex.

13:16:55 20 Again, 30 units of the total 404 will be  
13:16:59 21 home ownership units, and the remaining will be  
13:17:02 22 for seniors and families at that site, on and  
13:17:06 23 off site. Those are pretty much in the next  
13:17:11 24 three to five years we will be redeveloping



13:17:15 1 those particular sites; but in the next year,  
13:17:19 2 we will be undergoing, again, a major  
13:17:22 3 relocation process and construction activities  
13:17:27 4 for Uptown, completing those this year.

13:17:31 5 And for Lamar Terrace, finishing out the  
13:17:34 6 senior building -- starting the senior building  
13:17:36 7 and completing that by the spring of next year.  
13:17:40 8 Do any of you have any questions?

13:17:42 9 RESIDENT: Didn't y'all just get through  
13:17:45 10 doing something to Dixie Homes?

13:17:46 11 MS. PHILLIPS: I'm not aware of any -- are  
13:17:49 12 you asking about maintenance?

13:17:52 13 RESIDENT: Renovations.

13:17:53 14 MS. PHILLIPS: I'm not aware of any for  
13:17:55 15 Dixie, but Mr. Kurtz can address that for you.

13:17:57 16 MR. KURTZ: We did renovations of some  
13:17:59 17 units at Dixie Homes probably about two years  
13:18:01 18 ago when we finished the last round of  
13:18:04 19 renovation work.

13:18:05 20 RESIDENT: Now, you're going to demolish  
13:18:06 21 it and start again?

13:18:09 22 MR. KURTZ: Well, one of the things that  
13:18:10 23 happened is the housing authority applied for a  
13:18:13 24 Hope VI grant. And the Hope VI grant, as



13:18:17 1 Ms. Phillips has talked about, is a grant from  
13:18:20 2 HUD that allows you to revitalize a whole  
13:18:24 3 neighborhood.

13:18:25 4 When we have spent money in the past, we  
13:18:27 5 have fixed units at Dixies Homes, and we fixed  
13:18:30 6 them, and we fixed them again. But we had  
13:18:32 7 major problems with the infrastructure under  
13:18:36 8 the ground of that whole site.

13:18:37 9 So even though we have been fixing units,  
13:18:41 10 they are really not up to a modern standard.  
13:18:45 11 Dixie Homes was built in 1936. So the quality  
13:18:51 12 of the construction though was very good at the  
13:18:55 13 time but 60, 70 years later, it has  
13:18:58 14 deteriorated.

13:18:59 15 So it became an issue of how long were we  
13:19:01 16 going to be able to keep that site.

13:19:08 17 MR. KURTZ: What is your name, sir?

13:19:09 18 RESIDENT: Ronald Waldon.

13:19:12 19 MS. PHILLIPS: Are there any other  
13:19:17 20 questions?

13:19:17 21 Okay. That concludes my presentation. I  
13:19:19 22 will turn it back over to Mr. Kurtz.

13:19:21 23 MR. KURTZ: Thank you. I will address  
13:19:25 24 Jefferson Square first and foremost since





13:19:29 1 that's where we are today. We have no specific  
13:19:31 2 plans for any work this year at Jefferson  
13:19:33 3 Square. The only thing that from my department  
13:19:36 4 you will see is the consultants coming in and  
13:19:39 5 looking at the physical needs of the building  
13:19:42 6 as well as that seismic analysis to determine  
13:19:46 7 the earthquake readiness of this building.

13:19:50 8 I can't -- I don't even know what the  
13:19:54 9 structural integrity of the building looks  
13:19:56 10 like. I haven't looked at the drawings, the  
13:19:58 11 plans, and I'm not a licensed professional  
13:20:01 12 engineer to be able to state what's going to  
13:20:04 13 happen.

13:20:04 14 But we're going to look at that. As you  
13:20:06 15 can understand, if we -- and I know we need to  
13:20:10 16 do some work, particularly in the interior of  
13:20:13 17 each of your residences. If we were to come in  
13:20:16 18 and do that and not address the structural  
13:20:20 19 issues that the building may have, it probably  
13:20:23 20 would not be money well spent.

13:20:24 21 We are going to see what the results of  
13:20:27 22 that analysis tells us when we get the reports  
13:20:29 23 in. I'm going to pick up with the site by site  
13:20:35 24 overview. Ms. Phillips has mentioned the



13:20:38 1 senior center. That is preparing for  
13:20:40 2 construction at University Place, formerly  
13:20:43 3 Lamar Terrace. We in the housing authority  
13:20:47 4 currently have four construction projects under  
13:20:52 5 way for the demolition of properties adjacent  
13:20:55 6 to Lamar Terrace over the last two years.

13:20:58 7 The housing authority acquired those. We  
13:20:59 8 are, as we speak, demolishing the former  
13:21:03 9 Baptist Rehab hospital, the Memphis Furniture  
13:21:07 10 Factory, the former Big A Auto Parts warehouse.  
13:21:10 11 And we are destroying that site to level ground  
13:21:13 12 so that subsequent phases of University Place  
13:21:17 13 can be constructed.

13:21:18 14 Over the next year, we are going to finish  
13:21:21 15 the acquisition of some properties, some to the  
13:21:23 16 east of Lamar Terrace and others slightly to  
13:21:27 17 the west. That will complete the acquisition  
13:21:30 18 phase of all the requirements for University  
13:21:32 19 Place.

13:21:33 20 And then we will -- those are the smaller  
13:21:35 21 properties. We should be able to complete the  
13:21:38 22 demolition of those within six months of their  
13:21:43 23 actual acquisition. At Foote Homes -- we have  
13:21:45 24 no specific plan for Foote Homes this year. As



13:21:50 1 some of you may recall, we did major  
13:21:54 2 renovations about five years ago at Foote  
13:21:57 3 Homes. So we don't foresee any major  
13:22:00 4 requirements requiring capital investment  
13:22:04 5 there.

13:22:05 6 Dixie Homes -- we mentioned it briefly.  
13:22:08 7 Dixie Homes is going to be a major focus area  
13:22:11 8 for the housing authority this year. We have  
13:22:16 9 on a construction site one small fire damaged  
13:22:18 10 building that --

13:22:35 11 MS. CAMEL-SMITH: Excuse me, Mr. Kurtz.  
13:22:35 12 Could you move in, maybe like over here in the  
13:22:35 13 middle so the people in the rear can hear you?  
13:22:35 14 Thank you. Excuse me.

13:22:35 15 MR. KURTZ: Okay. Let me back up. Let me  
13:22:36 16 just talk about Jefferson Square just to make  
13:22:39 17 sure everybody in the back can hear it.  
13:22:41 18 Jefferson Square -- we have no specific plans  
13:22:43 19 for this year. We are going to be having  
13:22:45 20 consultants come in to look at the physical  
13:22:47 21 needs of the property.

13:22:49 22 We will be evaluating it in terms of its  
13:22:52 23 ability to withstand an earthquake. All of  
13:22:55 24 those factors we will look at and determine the



13:22:58 1 cost for renovation of this type of facility.  
13:23:00 2 We're doing that seismic analysis at this and  
13:23:02 3 all of the other high rises, and we're doing  
13:23:05 4 physical needs assessment at all of the other  
13:23:08 5 developments as well.

13:23:12 6 Picking back up, Dixie Homes -- it's going  
13:23:14 7 to be a major area of focus for us. The  
13:23:18 8 relocation effort has been planned. We are  
13:23:20 9 looking at relocation shortly, beginning with  
13:23:23 10 those individuals who do not have school age  
13:23:25 11 children.

13:23:26 12 After the school lets out in the  
13:23:28 13 springtime, our primary emphasis will be on  
13:23:32 14 that families who have children. They will be  
13:23:35 15 relocated to a variety of options. We have our  
13:23:38 16 relocation department ready to work with each  
13:23:41 17 of the residents to assist them in identifying  
13:23:43 18 either a Section 8 eligible location or public  
13:23:49 19 housing at one of the other existing sites.

13:23:53 20 We do have vacancies at some sites. I  
13:23:57 21 believe there may be even vacancies here. I'm  
13:24:00 22 not sure what the current situation is on that.  
13:24:04 23 Maybe Ms. Taylor would know. There may be some  
13:24:07 24 people that relocate here as an option.





13:24:17 1           We plan the relocation effort to run  
13:24:20 2           through the end of the calendar year. At that  
13:24:22 3           point, we expect to be able to initiate the  
13:24:25 4           demolition of the site that would clear  
13:24:27 5           everything for the subsequent reconstruction.  
13:24:33 6           The Courts Manor is another site up on the  
13:24:36 7           north side of town, Manassas. The city school  
13:24:41 8           board has acquired that site from us.

13:24:44 9           We are in the process of finalizing the  
13:24:47 10          purchase of land on the south side of Firestone  
13:24:51 11          Avenue, approximately 10 acres I believe is  
13:24:53 12          what it is. And we will plan to build about  
13:24:56 13          150 units there. HUD has published -- they  
13:25:02 14          have 100 million dollars in their budget for  
13:25:05 15          another Hope VI application process.

13:25:08 16          The housing authority intends to apply for  
13:25:10 17          a Hope VI application for that site in this  
13:25:14 18          fiscal year, assuming HUD submits a notice that  
13:25:19 19          says funds are available. That will be the  
13:25:21 20          first phase for us of what we see as a  
13:25:24 21          three-phase revitalization of New Chicago.

13:25:27 22          The second phase would be adjacent to the  
13:25:29 23          first, just to the south. And the third phase  
13:25:32 24          would be slightly to the west. As I mentioned,



13:25:36 1 the school board has acquired the former Rhodes  
13:25:39 2 Manor site and intends to build their new  
13:25:43 3 Manassas High school there. Assuming they fund  
13:25:46 4 that and build a new site there, they would  
13:25:49 5 sell to us at a nominal fee.

13:25:52 6 The old high school -- we would demolish  
13:25:53 7 that for the city, and the city would put a  
13:25:57 8 police precinct on that location. We move to  
13:26:03 9 Cleaborn Homes. Cleaborn Homes is going to be  
13:26:05 10 one of the sites that will receive more of the  
13:26:07 11 families coming from Dixie Homes.

13:26:10 12 I currently have a solicitation out for  
13:26:14 13 bid to obtain -- prepare units at Cleaborn.  
13:26:19 14 All told we will have 54 or 55 units that we  
13:26:23 15 will be working to repair at Cleaborn. We have  
13:26:26 16 some site improvements we are going to finish  
13:26:28 17 at Cleaborn Homes. We suspended the contract  
13:26:30 18 there because of the weather; and once the  
13:26:34 19 weather turns better, we will be able to finish  
13:26:36 20 the planting and seeding.

13:26:38 21 The next part I want to mention is also  
13:26:42 22 pertaining to Cleaborn Homes. But this is the  
13:26:44 23 Cleaborn Homes area that was south of Georgia  
13:26:46 24 Avenue, G-N 111. We included that area within



13:26:51 1 our Dixie Homes Hope VI application as an  
13:26:54 2 off-site home ownership location.

13:26:57 3 We previously had 79 units of public  
13:26:59 4 housing there. We are going to build 30 units  
13:27:02 5 of single family homes for purchase. We will  
13:27:06 6 either have -- we will have options to purchase  
13:27:09 7 outright or a lease purchase program. We  
13:27:13 8 haven't worked out all of the details of that  
13:27:14 9 yet. That will be the first phase of the Hope  
13:27:17 10 VI demolition process for Dixie Homes.

13:27:20 11 In addition within this plan, we have  
13:27:23 12 included a request to sell one acre worth of  
13:27:27 13 land that is across the street from our home  
13:27:30 14 ownership site at Cleaborn Homes. Another area  
13:27:34 15 of major effort for us this year is at that  
13:27:37 16 Fowler Homes, Latham Terrace area.

13:27:41 17 We have a partnership with the Wesley  
13:27:44 18 Housing Corporation. They are, as we speak,  
13:27:47 19 starting the construction of an 80-unit senior  
13:27:51 20 center, senior only designated, at the corner  
13:27:53 21 of Fourth and Crump. We expect that  
13:27:55 22 construction will proceed through the spring  
13:27:59 23 and summer.

13:28:00 24 Lease-up will begin the late fall, 2006.



13:28:05 1 The housing authority will be working on a --  
13:28:09 2 another development at Fowler Homes just to the  
13:28:12 3 south of that senior center. It will be 40  
13:28:15 4 units of public housing. We are expecting to  
13:28:19 5 finalize with HUD either this week or next,  
13:28:23 6 beginning their approval for this project.

13:28:24 7 That project will consist of 24 single  
13:28:28 8 family homes, four apartment buildings with  
13:28:30 9 four units each. We expect to have all of that  
13:28:34 10 constructed by the fall of 2006 for occupancy.  
13:28:44 11 Do I have any questions so far? Okay. Well,  
13:28:50 12 let me proceed then.

13:28:52 13 Barry Towers. Barry Towers -- we are  
13:28:54 14 going to do some necessary repairs on the  
13:28:58 15 condensate system, the drainage system on the  
13:29:01 16 exterior of the building. We are looking at  
13:29:03 17 putting some ornamental fencing around Barry.  
13:29:07 18 Some of you may know we did not include Barry  
13:29:09 19 in the fencing project, whereas all the other  
13:29:14 20 sites have the ornamental fencing around them.

13:29:17 21 We are going to match the fence to the  
13:29:19 22 fence from the Uptown Village Apartments that  
13:29:21 23 surround it. At Venson Center, we may be  
13:29:26 24 installing an ornamental awning there, but with





13:29:30 1 Venson Center and Barry, the same type of  
13:29:33 2 analysis will be done concerning the  
13:29:35 3 renovations. And future renovation costs  
13:29:38 4 include possible earthquake proofing.

13:29:43 5 The Graves Manor. Graves Manor is in  
13:29:44 6 southwest Memphis. We have included within  
13:29:46 7 this plan a request for the demolition of this  
13:29:48 8 site. We will conduct a market study and then  
13:29:53 9 look to develop and redevelop in southwest  
13:29:57 10 Memphis, most likely have a senior center on  
13:30:00 11 one portion.

13:30:01 12 We will have single family rental units.  
13:30:04 13 We will have multifamily rental units and  
13:30:07 14 potential commercial developments along South  
13:30:11 15 Third Street. Walter Simmons. Some of you may  
13:30:20 16 recall Walter Simmons. We have had that on our  
13:30:21 17 portfolio for a while. We did have approval to  
13:30:26 18 sell it. We did receive a bid from the City of  
13:30:27 19 Memphis.

13:30:27 20 However, as times and conditions changed,  
13:30:29 21 they have withdrawn their bid for that  
13:30:32 22 particular facility. We are going to  
13:30:34 23 re-advertise that for public bid. Hopefully,  
13:30:37 24 we will get someone to buy that property. Horn



13:30:42 1 Lake Heights on Horn Lake Road -- we demolished  
13:30:46 2 that site approximately two years ago. We have  
13:30:52 3 a plan done for approximately 100 units to be  
13:30:54 4 rebuilt back there.

13:30:57 5 We are working on identifying the funding  
13:30:59 6 source for that. Mostly likely, that will be  
13:31:03 7 two to three years before we actually do any  
13:31:05 8 construction at Horn Lake. Montgomery Plaza --  
13:31:09 9 we will be doing some site improvements there  
13:31:13 10 to remedy some drainage problems we have on the  
13:31:15 11 site.

13:31:16 12 We're looking at improving the playgrounds  
13:31:20 13 for the children. We do need to address some  
13:31:23 14 leaks in the administrative office building.  
13:31:27 15 Borda Towers -- we will conduct some emergency  
13:31:30 16 asbestos abatement. We're looking at some  
13:31:34 17 other first floor improvements that are  
13:31:36 18 necessary there.

13:31:39 19 The housing authority and its partner, The  
13:31:44 20 Land Bank, will be working on the  
13:31:45 21 reconstruction of Ford Road. It will be called  
13:31:50 22 Harold D. Ford, Senior, Villas. We expect to  
13:31:53 23 submit our application for approval to HUD this  
13:31:56 24 summer. There are low income housing tax



13:32:00 1 credits that we have obtained for that  
13:32:02 2 construction effort, which should start this  
13:32:04 3 fall.

13:32:04 4 Once that starts, we will have units ready  
13:32:07 5 for occupancy by the end of calendar year 2007.  
13:32:11 6 There will be 72 units there. 36 of those will  
13:32:15 7 be public housing units. All of them are in  
13:32:18 8 duplex type arrangements.

13:32:21 9 Cypresswood is also on our list. This  
13:32:25 10 spring we expect to apply for low income  
13:32:29 11 housing tax credits. With that award -- if  
13:32:33 12 we're awarded that in the summer time, we would  
13:32:34 13 submit our proposal for building anywhere from  
13:32:38 14 120 to 150 units of housing at the former  
13:32:43 15 Cypresswood site. We do have a design ready to  
13:32:47 16 go.

13:32:48 17 So if we get the award for tax credits, we  
13:32:51 18 may be able to get that started late this year  
13:32:54 19 or early in the spring of 2007, depending on  
13:32:59 20 the time we get it started. Of course, that  
13:33:02 21 dictates when we get it finished. But that  
13:33:03 22 will be anywhere from 130 to 150 units of  
13:33:07 23 housing.

13:33:09 24 I have two that I want to address



13:33:12 1 together. Texas Courts and Alabama Plaza --  
13:33:14 2 both of those properties are closed. We have  
13:33:18 3 already submitted our request to sell Texas  
13:33:20 4 Courts, and we will be submitting an  
13:33:22 5 application to obtain approval to sell Alabama  
13:33:27 6 Plaza.

13:33:33 7 The last site I want to mention for the  
13:33:36 8 purposes of housing -- it's known as Crockett  
13:33:40 9 Place Apartments. Some of you may recall we  
13:33:44 10 did own a site called Hawkins Mill. We  
13:33:47 11 disposed of that site. A private developer  
13:33:50 12 used their tax credits. He has built a 84-unit  
13:33:54 13 apartment complex there.

13:33:55 14 As they were constructing that site, the  
13:33:57 15 housing authority requested and gained approval  
13:33:58 16 from HUD to put 26 units of public housing on  
13:34:02 17 that site. That property is going into  
13:34:09 18 lease-up right now. So I understand there are  
13:34:12 19 vacancies there. We are looking for residents  
13:34:14 20 who might want to live right across the street  
13:34:18 21 from Crockett Park.

13:34:19 22 Lastly, the housing authority continues to  
13:34:22 23 look for other sites for purchase. We have one  
13:34:27 24 proposal in my office that we received. We





13:34:29 1 will look at that to see whether it fits within  
13:34:32 2 the needs of our portfolio, what we believe the  
13:34:35 3 residents need.

13:34:41 4 That covers everything that I have with  
13:34:43 5 respect to capital improvements. Are there any  
13:34:45 6 questions? We got a question way in the back.

13:34:49 7 RESIDENT: My name is Darryl Gonger. And  
13:34:53 8 I was a little late. But it's a lot. It's a  
13:34:56 9 lot of good information, but as far as 741  
13:35:00 10 Jefferson, I really don't understand as far as  
13:35:07 11 any -- did you make everything -- what are we  
13:35:11 12 going to do with Jefferson Square?

13:35:16 13 MR. KURTZ: The question was what are we  
13:35:16 14 going to do with Jefferson Square.

13:35:17 15 Jefferson Square -- we have no plans for  
13:35:19 16 any construction this year. What we will do is  
13:35:23 17 our consultants will be -- we are looking at  
13:35:25 18 the physical needs assessment of the property.  
13:35:27 19 That will include earthquake -- a seismic  
13:35:29 20 analysis to see what that will do to our cost  
13:35:35 21 of renovation.

13:35:54 22 RESIDENT: Did you mention something about  
13:35:55 23 assessment on utilities?

13:35:57 24 MR. KURTZ: Yes. Every five years the



13:35:59 1 housing authority is required to do an energy  
13:36:02 2 audit. Okay. We are in the process of doing  
13:36:05 3 that energy audit now. One of the other  
13:36:09 4 components of the energy audit is the utility  
13:36:12 5 allowance study. That's what allows us to look  
13:36:14 6 at assumption, the use of our electricity,  
13:36:20 7 water, et cetera.

13:36:21 8 We look at the costs that have to be paid  
13:36:23 9 for all of those. And it allows us to go and  
13:36:27 10 make an adjustment for the allowance that the  
13:36:29 11 residents are eligible for.

13:36:32 12 RESIDENT: It cannot be measured in a  
13:36:34 13 building like this when there are no separate  
13:36:36 14 meters. Bishop Fiddler.

13:36:47 15 MR. KURTZ: The question -- basically,  
13:36:48 16 he's talking about a master metering situation  
13:36:51 17 with this building having a single meter rather  
13:36:54 18 than having separate meetings for each unit.

13:36:57 19 You're correct. We still have to do the  
13:36:59 20 energy audit. The housing authority still has  
13:37:02 21 to look at the bills that are paid for all of  
13:37:04 22 the energy use at this facility.

13:37:06 23 RESIDENT: But not with any intent to  
13:37:10 24 assign figures of assessment on that to



13:37:15 1 individuals?

13:37:16 2 MR. KURTZ: Not to my knowledge. No. We  
13:37:18 3 certainly -- we have individual meters at the  
13:37:23 4 individual developments.

13:37:25 5 RESIDENT: That was tried before and was  
13:37:28 6 rejected.

13:37:30 7 MR. KURTZ: Yes, sir. You have a  
13:37:32 8 question. Could you state your name, please.

13:37:34 9 RESIDENT: Jeff Bradley. You mentioned  
13:37:37 10 the Memphis Housing Authority demolishing a lot  
13:37:45 11 of public housing. Those people that are --  
13:37:48 12 the number of units that are presently here,  
13:37:51 13 are those same type of -- many units are going  
13:37:55 14 to be replaced in the future?

13:37:57 15 MR. KURTZ: The question is when you  
13:37:58 16 demolish a site, do you put back the same  
13:38:03 17 number of units.

13:38:03 18 RESIDENT: No. I am talking about -- I  
13:38:03 19 know you got the same number of units. Are  
13:38:08 20 those same amount of people eligible for public  
13:38:12 21 housing?

13:38:13 22 MR. KURTZ: Are those -- are there going  
13:38:15 23 to be the same number of public housing  
13:38:18 24 available, and then what is the eligibility for



13:38:20 1 those units; is that right?

13:38:21 2 RESIDENT: Yeah.

13:38:23 3 MR. KURTZ: Okay. Well, let me -- I guess  
13:38:26 4 I can let Luretha address the eligibility  
13:38:28 5 because she's most familiar. But let me say on  
13:38:31 6 the development side -- the HUD rules only  
13:38:33 7 allow us to build back 50 percent at maximum  
13:38:38 8 when we identify a site that needs to be  
13:38:41 9 replaced because of its age or construction.

13:38:44 10 If we had a 100-unit site, HUD says you  
13:38:48 11 can only put back 50 units of public housing if  
13:38:51 12 you demolish that site and rebuild there.  
13:38:54 13 Those are the rules by HUD, and it comes from  
13:38:57 14 one of the regulations.

13:38:59 15 RESIDENT: So basically you're saying  
13:39:01 16 there's going to be a reduction in half about  
13:39:03 17 the amount of people in public housing now as  
13:39:06 18 will be in the future.

13:39:08 19 MR. KURTZ: Yes. That's one of the other  
13:39:09 20 reasons why we look at acquiring other sites.  
13:39:12 21 It goes back to 1998. Congress set a limit on  
13:39:16 22 the total number of housing authorizations that  
13:39:18 23 the City of Memphis could get for public  
13:39:20 24 housing.





13:39:21 1           We just continue to buy and build up to  
13:39:24 2           that limit, whether it's on an existing site or  
13:39:28 3           a public site.

13:39:30 4           RESIDENT: Memphis Housing Authority has  
13:39:32 5           no intention of doing that.

13:39:33 6           MR. KURTZ: Well, we -- our intention is  
13:39:34 7           to keep building until we're able to work our  
13:39:37 8           way back into that waiting list. We do have  
13:39:40 9           10,000 people who are on the waiting list now.

13:39:43 10          Do you want to address the eligibility?

13:39:45 11          MS. PHILLIPS: Yes, I will do that. In  
13:39:47 12          terms of the eligibility for the Hope VI site,  
13:39:55 13          it's governed and pretty much decided that we  
13:39:58 14          have a private management at those Memphis  
13:40:02 15          sites.

13:40:03 16          They are public housing rules that even a  
13:40:05 17          private manager has to follow, but there's  
13:40:09 18          criteria that the Hope VI sites have that  
13:40:12 19          regular public housing does not have. Included  
13:40:14 20          in that criteria is what we call a separate  
13:40:20 21          alliance agreement.

13:40:21 22          Although, the separate alliance agreement  
13:40:23 23          does not apply for those residents that are 62  
13:40:26 24          and above or those residents that have a



13:40:28 1 medical exemption. It also involves criteria  
13:40:36 2 such as housekeeping, check landlord  
13:40:37 3 verification, credit check, and those standard  
13:40:39 4 public housing requirements.

13:40:41 5 So those are the general requirements, but  
13:40:44 6 when the residents leave by way of relocating  
13:40:50 7 the residents from the site, they sign what we  
13:40:52 8 call a conditional right of return. And it  
13:40:55 9 explains some of the criteria that they must  
13:40:58 10 abide by in order to qualify to come back.

13:41:04 11 RESIDENT: Since you are displacing  
13:41:07 12 50 percent of the current residents in public  
13:41:09 13 housing, what plans do you have for public  
13:41:12 14 housing those people -- I mean those people.  
13:41:17 15 What plans do you have for housing for those  
13:41:20 16 people?

13:41:21 17 MS. PHILLIPS: Did you want to say your  
13:41:22 18 name.

13:41:23 19 RESIDENT: Jeff Bradley.

13:41:25 20 MS. PHILLIPS: What plans do we have for  
13:41:28 21 the --

13:41:28 22 RESIDENT: The 50 percent that are being  
13:41:31 23 displaced.

13:41:31 24 MS. PHILLIPS: Well, what we know is that



13:41:32 1 we have at the public housing sites -- for  
13:41:36 2 example, at College Park -- I can go way back.  
13:41:40 3 There were 842 units at that site. But there  
13:41:43 4 were only 350 families living there, and we  
13:41:47 5 replaced the old development with 411 units.

13:41:52 6 So there were plenty of public housing  
13:41:54 7 units for the families to qualify to come back  
13:41:57 8 to have housing options. At Uptown, there  
13:42:01 9 were -- well, Hurt Village, there were 450  
13:42:05 10 units. And Lauderdale Courts had 442, and we  
13:42:10 11 are building back some 936 units.

13:42:15 12 So there were plenty of public housing  
13:42:18 13 units for the families to relocate. Those who  
13:42:22 14 do not come back by way of their option, they  
13:42:25 15 do not choose to come back or do not qualify  
13:42:28 16 under those new requirements have Section 8 as  
13:42:31 17 a permanent housing choice; or they may choose  
13:42:34 18 to go outside of the public housing site.

13:42:38 19 RESIDENT: If they don't qualify? That's  
13:42:40 20 what you're saying.

13:42:40 21 RESIDENT: This concept that Memphis  
13:42:43 22 Housing Authority is shrinking the number of  
13:42:46 23 units that are available to poor folks in the  
13:42:49 24 public housing sector --



13:42:51 1 MS. PHILLIPS: As Mr. Kurtz said, it's  
13:42:52 2 mandated by HUD, and we do not build back more  
13:42:55 3 than 50 percent. And typically we do a third,  
13:43:00 4 a third, and a third. A third public housing,  
13:43:02 5 a third of what we consider affordable housing,  
13:43:06 6 and a third market rate.

13:43:12 7 That's the concept of a mixed finance,  
13:43:12 8 mixed income development in that you have  
13:43:14 9 people with all income levels living in the  
13:43:18 10 same new development, new community.

13:43:22 11 MS. CAMEL-SMITH: Sir, as opposed to  
13:43:24 12 looking at it as shrinking public housing,  
13:43:27 13 let's look at it as encouraging  
13:43:32 14 self-sufficiency.

13:43:34 15 RESIDENT: Self-sufficiency has to come  
13:43:36 16 with income.

13:43:36 17 MS. CAMEL-SMITH: That's right.

13:43:38 18 RESIDENT: Income level is never going to  
13:43:41 19 escalate up to self-sufficiency for everybody.

13:43:44 20 MS. PHILLIPS: It won't be  
13:43:44 21 self-sufficiency for everyone, but it will be  
13:43:46 22 depending on what your goal is. For some, the  
13:43:48 23 goal is self-sufficiency, those that are work  
13:43:52 24 bound. For seniors, it could be an improved





13:43:55 1 quality of life.

13:43:57 2 And we try to do that through other  
13:43:59 3 housing options. As we mentioned, the elderly  
13:44:02 4 only facilities -- or bringing up to standard  
13:44:06 5 those facilities that we currently have,  
13:44:08 6 maintaining those.

13:44:16 7 RESIDENT: Bishop Fiddler. So whatever  
13:44:26 8 diminishes in the construction projects, you're  
13:44:29 9 going to place those residents in public  
13:44:32 10 housing if they have to be moved from any  
13:44:35 11 facilities.

13:44:39 12 MS. PHILLIPS: Right. They will either go  
13:44:41 13 to other public housing as their option or  
13:44:44 14 Section 8. Those are the two options that we  
13:44:48 15 have available. Of course, some may choose to  
13:44:50 16 go outside of that and not return to public  
13:44:53 17 housing period, but that's their option.

13:44:57 18 RESIDENT: Without higher cost or with  
13:45:00 19 higher cost or what?

13:45:01 20 MS. PHILLIPS: Well, if they choose to go  
13:45:03 21 outside, you know, that's the decision that  
13:45:05 22 they have made. But if they stay in public  
13:45:09 23 housing, it's -- you know, it's the same cost.  
13:45:16 24 Some people have chosen that.



13:45:20 1                   Are there any other questions? Okay.

13:45:25 2                   Thank you. Thank you.

13:45:39 3                   MR. KURTZ: If there are no other

13:45:40 4                   questions, I'll ask Jackie Partee to come. She

13:45:44 5                   would like to impart to everybody here.

13:45:49 6                   MS. PARTEE: I don't have anything to say.

13:45:51 7                   Mr. Sanders had me over here a year ago

13:45:55 8                   regarding the community service hours. And he

13:45:59 9                   has been following us on this journey with the

13:46:04 10                  five-year plan to make sure that we restate

13:46:08 11                  what the community service requirements are.

13:46:11 12                  If you are 62 years of age, you are

13:46:15 13                  exempt. You do not have to perform these

13:46:18 14                  volunteer hours. If you are disabled and

13:46:24 15                  you've provided the appropriate documentation,

13:46:26 16                  that exempts you from the community service

13:46:29 17                  hours.

13:46:30 18                  If you are 18 to 61, you are not working,

13:46:37 19                  you're not in a training program, you're not in

13:46:41 20                  school, you are required by HUD to perform at

13:46:46 21                  least eight hours of volunteerism, which would

13:46:50 22                  be community service hours, a month.

13:46:54 23                  If any of you have received an eviction

13:46:57 24                  notice -- and probably some of you have -- it's



13:47:01 1 because you have not provided the adequate  
13:47:04 2 documentation; that is, that you're disabled or  
13:47:07 3 that you are working -- or we should know if  
13:47:11 4 you're elderly. But just by chance, some of  
13:47:14 5 you may have received that notice.

13:47:16 6 You need to get in touch with Stacy  
13:47:17 7 Grundy. Her name is on the letter. If you  
13:47:21 8 can't reach Stacy, you can contact my office or  
13:47:24 9 Mrs. Madeer right here in the building, and she  
13:47:28 10 will let me know. So that's the community  
13:47:31 11 service hours piece.

13:47:32 12 It's a law that congress passed two years  
13:47:35 13 ago. They said that, if you live in public  
13:47:39 14 housing, you will have to work. If you don't  
13:47:43 15 work, you will have to perform community  
13:47:46 16 service hours. Is that clear? Any questions?  
13:47:50 17 I see a hand.

13:47:55 18 RESIDENT: My name is Shirley Spruille.  
13:48:00 19 S-P-R-U-I-L-L-E.

13:48:06 20 MS. PARTEE: Thank you.

13:48:06 21 RESIDENT: I would like to know, if you  
13:48:08 22 are retired, do you still supposed to expect  
13:48:11 23 that person to work and do community service if  
13:48:15 24 they are, you know, retired?



13:48:22 1 MS. CAMEL-SMITH: I guess --

13:48:23 2 MS. PARTEE: How old are you?

13:48:26 3 RESIDENT: I'm 54.

13:48:31 4 MS. CAMEL-SMITH: Fifty-four and retired,  
13:48:34 5 yes.

13:48:34 6 RESIDENT: So you go to --

13:48:39 7 MS. PARTEE: Yes, ma'am. Come tomorrow or  
13:48:40 8 this evening. Stacy is there now.

13:48:43 9 MS. CAMEL-SMITH: Right. Retirement is  
13:48:43 10 not an exception.

13:48:46 11 MS. PARTEE: Mr. Sanders.

13:48:48 12 RESIDENT: Albert Sanders. Explain to  
13:48:50 13 them -- because the recertification team will  
13:48:52 14 be over here. If they haven't received any  
13:48:55 15 documentation that they are handicapped or  
13:48:59 16 having them start to doing those hours or don't  
13:49:02 17 have them completed, they are going to get a  
13:49:05 18 letter of termination.

13:49:07 19 MS. PARTEE: Yes. They cannot renew your  
13:49:08 20 lease if you have not provided the adequate  
13:49:11 21 documentation. And Mr. Sanders is letting me  
13:49:14 22 know that the recertification team will be over  
13:49:17 23 next week, and you need to bring your  
13:49:20 24 documentation. Now, we know 120 days prior to





13:49:24 1 your re-cert that you're going to come -- that  
13:49:31 2 they are going to come to re-cert you. So  
13:49:31 3 Tracy will start sending you letters to let you  
13:49:34 4 know that, if you haven't provided the  
13:49:37 5 documentation, you do so before your re-cert.  
13:49:40 6 Otherwise, you're going to get a lease  
13:49:43 7 termination.

13:49:45 8 That's hard. But that's the only way  
13:49:47 9 we've been able to get you to respond, is to  
13:49:50 10 send you a lease termination. I know you  
13:49:52 11 wonder why they are sending me this. It's  
13:49:54 12 because you haven't provided us with the  
13:49:56 13 information.

13:49:58 14 And HUD gets us if we don't do what they  
13:50:01 15 have mandated us to do. You've got to do it.  
13:50:07 16 And, you see, you didn't -- you didn't protest.  
13:50:12 17 So it became a law. Yes, ma'am.

13:50:18 18 RESIDENT: My name is Arley Metcalf. Last  
13:50:23 19 year when they sent me this letter, the lady  
13:50:26 20 come over here and abused me. And in August  
13:50:31 21 they sent me another letter that they was going  
13:50:35 22 to put me out.

13:50:38 23 I went over there and talked with the  
13:50:39 24 lady. You know what she said? Oh, the lady



13:50:43 1 that took your application didn't put it on  
13:50:48 2 file. I got that letter in my -- with my stuff  
13:50:54 3 right now that I can bring back to you where  
13:50:57 4 she said they didn't put it on file. And they  
13:51:01 5 was going to terminate me.

13:51:03 6 MS. PARTEE: I apologize. You should not  
13:51:05 7 have to go through that. I apologize.

13:51:08 8 RESIDENT: Thank you, ma'am.

13:51:10 9 MS. PARTEE: I will check into it,  
13:51:11 10 Ms. Arley.

13:51:14 11 RESIDENT: Thank you.

13:51:15 12 MS. PARTEE: I apologize because you are  
13:51:17 13 one of our elders.

13:51:18 14 RESIDENT: Yes, ma'am.

13:51:20 15 MS. PARTEE: I apologize.

13:51:21 16 RESIDENT: Thank you.

13:51:23 17 MS. PARTEE: Any other questions regarding  
13:51:24 18 community service? Well, thank you all. It's  
13:51:34 19 so good to see you all. You're looking good.  
13:51:36 20 Feeling good.

13:51:40 21 MR. KURTZ: Let me just finish up with  
13:51:42 22 outlining the timelines just so everybody has  
13:51:46 23 an understanding of where we're at. The public  
13:51:52 24 comment period for this plan is from



13:51:54 1 February 1st through March 19.

13:51:57 2 If you have specific comments regarding  
13:51:59 3 the plan, please put them in writing. You can  
13:52:02 4 give them to Ms. Taylor here. You can bring  
13:52:05 5 them over to the central office. It should be  
13:52:08 6 addressed to the executive director of the  
13:52:10 7 housing authority.

13:52:12 8 The plan is available for viewing. We  
13:52:14 9 have a copy at the human resources department  
13:52:17 10 right across the street. There's been a copy  
13:52:21 11 furnished here at the management office. And  
13:52:26 12 Mr. Sanders has a copy. So there are two  
13:52:27 13 copies within the building and one right across  
13:52:29 14 the street.

13:52:30 15 It's also available for viewing at the  
13:52:32 16 Memphis public library on Poplar Avenue. The  
13:52:35 17 housing authority will have a public hearing on  
13:52:38 18 the 21st of March. I believe it's 9:00 o'clock  
13:52:41 19 in the morning at the Memphis Housing Authority  
13:52:45 20 board room. We would encourage you to attend  
13:52:47 21 that if you have additional comments, or any  
13:52:50 22 other people in the general public can come to  
13:52:52 23 that meeting.

13:52:54 24 We intend to take the -- your comments and



13:52:57 1 look at them in light of the rest of the plan  
13:53:00 2 and bring the finalized plan to the housing  
13:53:03 3 authority board on the 30th of March for their  
13:53:08 4 review and anticipated approval. The document  
13:53:11 5 then is submitted to HUD who has 75 days to  
13:53:15 6 review the document.

13:53:17 7 Upon that 75-day review period, we obtain  
13:53:22 8 approval of the plan and implement it starting  
13:53:26 9 the 1st of July of 2006.

13:53:29 10 That's all I have for today. Anybody else  
13:53:30 11 have anything? We want to thank you again for  
13:53:34 12 coming out. We appreciate all of you, and we  
13:53:36 13 appreciate your input. Thank you.

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## C E R T I F I C A T E

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STATE OF TENNESSEE:

13:53:41 5

COUNTY OF SHELBY:

13:53:41 6

13:53:41 7 I, TAKIYAH SANDERS, Certified Shorthand  
 13:53:41 8 Reporter and Notary Public at Large for the State of  
 13:53:41 9 Tennessee, do hereby certify that I reported in  
 13:53:41 10 machine shorthand the above-captioned proceedings.

13:53:41 9

13:53:41 10 I HEREBY CERTIFY that the foregoing pages  
 13:53:41 11 contain a full, true, and correct transcript of my  
 13:53:41 12 said Stenotype notes then and there taken.

13:53:41 11

13:53:41 12 I FURTHER CERTIFY that I am not an  
 13:53:41 13 attorney or counsel of any of the parties, nor a  
 13:53:41 14 relative or employee of any of the parties, nor am I  
 13:53:41 15 a relative or employee of any attorney or counsel  
 13:53:41 16 connected with the action, nor am I financially  
 13:53:41 17 interested in the action.

13:53:41 14

13:53:41 15 I FURTHER CERTIFY that in order for this  
 13:53:41 16 document to be authentic and genuine, it must bear  
 13:53:41 17 my original signature and my embossed notarial seal  
 13:53:41 18 and that any reproduction in whole or in part of  
 13:53:41 19 this document is not allowed or condoned and that  
 13:53:41 20 such reproductions should be deemed a forgery.

13:53:41 18

13:53:41 19 THEREFORE, witness my hand and my official  
 13:53:41 20 seal in the State of Tennessee on  
 13:53:41 21 \_\_\_\_\_, 2005.

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\_\_\_\_\_  
 TAKIYAH F. SANDERS, CSR, RPR  
 Notary Public at Large  
 My Commission Expires:  
 October 30, 2006

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## 1 C E R T I F I C A T E

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3 STATE OF TENNESSEE:

4 COUNTY OF SHELBY:

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6 I, L. Brittiny Mays, Court Reporter and  
7 Notary Public, Shelby County, Tennessee,  
8 CERTIFY:

9 The foregoing proceedings were taken before me at  
10 the time and place stated in the foregoing styled cause with  
11 the appearances as noted.

12 Being a Court Reporter, I then reported the  
13 proceedings in Stenotype, and the foregoing pages contain a  
14 true and correct transcript of my said Stenotype notes then  
15 and there taken.

16 I am not in the employ of and am not related to  
17 any of the parties or their counsel, and I have no interest  
18 in the matter involved.

19 I further certify that in order for this document  
20 to be considered a true and correct copy, it must bear my  
21 original signature and that any reproduction in whole or in  
22 part of this document is not authorized and not to be  
23 considered authentic.

24 Witness my signature this the 14th  
day of March, 2006.

\_\_\_\_\_  
L. BRITTINY MAYS, Court Reporter

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MEMPHIS HOUSING AUTHORITY  
FIVE YEAR PLAN MEETING

SITE: COLLEGE PARK BUILDING

FEBRUARY 9, 2006

TIME: 4:48 p.m.

PRESENT FROM MEMPHIS HOUSING AUTHORITY:

ROBERT KURTZ

LURETHA PHILLIPS

JACKIE PARTEE

ALPHA REPORTING CORPORATION  
TAKIYAH FRANKLIN-SANDERS, RPR, CSR  
100 North Main Street  
Memphis, Tennessee 38103  
(901) 523-8974



16:48:04 1 MR. KURTZ: My name is Bob Kurtz. I'm  
16:48:06 2 from the capital improvement department from  
16:48:08 3 the Memphis Housing Authority. I am delighted  
16:48:13 4 to be here again this year. I would like to  
16:48:16 5 talk to everybody at College Park about our  
16:48:18 6 five-year plan, about our annual plan.

16:48:20 7 I do want to let you know we do have a  
16:48:22 8 court reporter here today. She will be writing  
16:48:24 9 down any kind of questions that you may have.  
16:48:28 10 It's important in our process that we hear  
16:48:30 11 everybody. We need to get their names so that  
16:48:33 12 we can get it properly recorded.

16:48:36 13 So please, if you have questions, state  
16:48:39 14 the questions loudly, and please tell us your  
16:48:42 15 name so we can get that for the record. We  
16:48:46 16 have several people from the MHA staff here  
16:48:48 17 tonight. I have Luretha Phillips here.

16:48:52 18 Everybody pretty much knows Luretha used  
16:48:56 19 to be in College Park, the first of our Hope VI  
16:48:59 20 sites. Jackie Partee and Verla Haterhan  
16:49:01 21 (phonetic). That's it from the central office.

16:49:11 22 What I'm going to do is I'm going to give  
16:49:13 23 you an overview of the annual plan. I will  
16:49:15 24 turn it over to Luretha. She will cover the





16:49:20 1 Hope VI sites, and then I will go through each  
16:49:24 2 of the individual properties and the plans we  
16:49:27 3 have for capital improvements over the next  
16:49:33 4 several years.

16:49:33 5 And then Jackie Partee may have a few  
16:49:36 6 words to share with everybody. I do want to  
16:49:39 7 welcome each of you on behalf of our executive  
16:49:42 8 director. We are here to discuss the annual  
16:49:44 9 plan and the five-year plan. Every year we  
16:49:47 10 come to each of the developments and obtain  
16:49:51 11 your input, your comments, on the annual plan  
16:49:54 12 that's been developed.

16:49:56 13 That annual plan, the five-year plan, is  
16:50:01 14 or will be located in your management office  
16:50:04 15 here for you to have an opportunity to review  
16:50:07 16 it and provide comments. If you have comments,  
16:50:10 17 please give them to us in writing and make  
16:50:13 18 those comments in writing, attention executive  
16:50:16 19 director of the housing authority.

16:50:19 20 The plan is also available for viewing at  
16:50:22 21 the Memphis Housing Authority, central office,  
16:50:24 22 in the human resources department and also at  
16:50:27 23 the public library on Poplar Avenue. Let me  
16:50:31 24 give a timeline for you of this process for



16:50:35 1 public comment. The plan was released for  
16:50:38 2 public comment on the 1st of February.

16:50:40 3 We closed the public comment period on the  
16:50:43 4 19th of March. We will be having a public  
16:50:47 5 hearing, an additional public hearing, for  
16:50:49 6 anybody that is interested, residents or the  
16:50:51 7 general public, on the 21st of March,  
16:50:54 8 9:00 o'clock at the Memphis Housing Authority,  
16:50:56 9 700 Adams.

16:50:58 10 If you're interested in additional  
16:51:00 11 comments, you can come to that hearing.  
16:51:02 12 Following that, the staff will take a look at  
16:51:05 13 all the comments we have received, take a look  
16:51:07 14 at the overall plan, review it with the  
16:51:10 15 executive director, and then take the plan as  
16:51:12 16 it's finalized to the housing authority board  
16:51:15 17 on the 30th of March for their review and  
16:51:19 18 approval.

16:51:21 19 Upon obtaining approval from the housing  
16:51:22 20 authority board, we will submit the plan to  
16:51:27 21 HUD. HUD will review it. They have 75 days to  
16:51:31 22 review it. Hopefully, they will approve our  
16:51:36 23 plan, and it will be implemented the 1st of  
16:51:38 24 July of 2006. So that's what the annual plan



16:51:42 1 process is.

16:51:46 2 Normally, our attorneys are here to talk  
16:51:48 3 about this first part of the briefing, but they  
16:51:52 4 had some other commitments. So I'm going to go  
16:51:56 5 through the summarized version of the first  
16:52:00 6 part of the plan.

16:52:01 7 The housing authority's goal is to become  
16:52:03 8 a national model in community revitalization.  
16:52:07 9 We really believe that this site here, College  
16:52:09 10 Park, has set a very high standard. We  
16:52:12 11 continue to take that standard and apply it to  
16:52:15 12 other areas in the city.

16:52:16 13 Ms. Phillips will talk about each of the  
16:52:20 14 three Hope VI cites that we have received after  
16:52:22 15 College Park, each of them at various stages of  
16:52:25 16 development. We look at -- look at that model  
16:52:28 17 and try to apply it in other areas with  
16:52:32 18 different funding sources, not necessarily Hope  
16:52:34 19 VI, so that we can bring a better affordable  
16:52:38 20 housing stock and make that available to the  
16:52:42 21 citizens of Memphis.

16:52:43 22 Our goal -- our mission statement is to  
16:52:46 23 provide community revitalization through  
16:52:48 24 seamless system of support of services,



16:52:50 1 affordable housing, and new business

16:52:53 2 development.

16:52:55 3 Ms. Partee is our lead person on the

16:52:59 4 support of services, and she does a great job.

16:53:02 5 Most of you have met her through the years, and

16:53:05 6 that's an integral part of everything that we

16:53:09 7 do.

16:53:12 8 We're also looking for new business

16:53:15 9 development opportunities. That is a challenge

16:53:19 10 for us. We think that we have got some

16:53:20 11 opportunities on some other sites that foster

16:53:22 12 some commercial development.

16:53:23 13 Our goals are to increase the availability

16:53:26 14 of decent, safe, and affordability housing. We

16:53:29 15 want to improve the quality of life and

16:53:34 16 economic vitality. We want to improve

16:53:35 17 self-sufficiency and asset development of

16:53:38 18 families and individuals. And always we want

16:53:40 19 to ensure equal opportunity in housing for all

16:53:43 20 Americans.

16:53:44 21 These are the key points within the

16:53:46 22 executive summary. First of all, we will

16:53:50 23 replace obsolete public housing stock. This is

16:53:52 24 a prime example. Over the last several years,





16:53:55 1 we have taken down approximately 2000, 2300  
16:53:59 2 units of delapidated old public housing that we  
16:54:04 3 couldn't afford to maintain, and it was not  
16:54:06 4 safe and sanitary.

16:54:08 5 We're in the process now of building that  
16:54:10 6 back in a variety of forms and in a variety of  
16:54:15 7 places. I will tell you about that.  
16:54:17 8 Guaranteeing housing for residents. We have  
16:54:18 9 mobility counselors and trained residents as we  
16:54:21 10 go through this process. We renovate viable  
16:54:24 11 housing. You have senior -- elderly only  
16:54:28 12 designated sites. This is the first of those  
16:54:30 13 sites.

16:54:31 14 Luretha will talk about the others that we  
16:54:33 15 just obtained approval for. We're going to  
16:54:36 16 reduce our vacancy rate. Part of that is going  
16:54:38 17 to be based on the major relocation effort that  
16:54:43 18 we're going to undertake for the residents at  
16:54:46 19 Dixie Homes.

16:54:47 20 We do have site based professional  
16:54:49 21 management thanks to our fine friends here at  
16:54:53 22 College Park and other of our private sites.  
16:54:58 23 We have coordinated case management. We're  
16:55:01 24 looking for an increase in job opportunities



16:55:03 1 particularly when it comes to construction  
16:55:05 2 contracts.

16:55:06 3           Every contract that my department has we  
16:55:10 4 encourage support of residents and employment  
16:55:14 5 of residents and make the resident employment  
16:55:17 6 training center available to our contractors.

16:55:21 7           We try to get them in contact with our  
16:55:24 8 manager of that department so we can find  
16:55:27 9 residents, and we have contractors with jobs,  
16:55:29 10 and we link them together because everybody  
16:55:32 11 here knows that getting people with good jobs  
16:55:34 12 is important to their self-sufficiency.

16:55:39 13           All right. Let's talk about housing  
16:55:41 14 needs. We recognize a great need in the city  
16:55:46 15 of Memphis. We have over 2900 families still  
16:55:46 16 on the waiting list for Section 8. We have  
16:55:49 17 over 10,000 families on public housing. Both  
16:55:52 18 of those lists have been frozen for several  
16:55:57 19 reasons.

16:55:58 20           One of which is the relocation of all the  
16:56:00 21 Dixie Homes residents. They get priority on  
16:56:04 22 the available public housing. The other is  
16:56:07 23 because we have demolished so much delapidated  
16:56:09 24 old housing that we still have a shortage that



16:56:13 1 we are working to put back into the system.

16:56:16 2 It's all depending on how much money we  
16:56:18 3 can acquire at a given time. Our strategy is  
16:56:21 4 we will continue to address the strategy that  
16:56:24 5 we have been going through over the last three  
16:56:26 6 to four years. We hold on to the sites that we  
16:56:31 7 can maintain. We demolish those that are  
16:56:34 8 unacceptable for living.

16:56:36 9 We rebuild where we can, and we continue  
16:56:38 10 to look for alternate funding sources. As HUD  
16:56:43 11 rules have changed, we look for other  
16:56:45 12 opportunities so that we can rebuild safe and  
16:56:47 13 affordable housing.

16:56:49 14 Overall we have about \$151 million in  
16:56:53 15 resources for this year. That's a combination  
16:56:55 16 of federal grants, prior year grants, rental  
16:56:58 17 income, other income sources. If you're  
16:57:00 18 interested in seeing how that all comes  
16:57:03 19 together, you can see it in the annual plan,  
16:57:06 20 Pages 16 and 17.

16:57:11 21 All that being said, that's the summary of  
16:57:16 22 the overall plan. Luretha, if you wouldn't  
16:57:20 23 mind now taking over and presenting where we're  
16:57:23 24 at on all Hope VI sites.



16:57:26 1 MS. PHILLIPS: Thank you. Good afternoon,  
16:57:28 2 everybody. This development is very special to  
16:57:31 3 me. I started with the housing authority in  
16:57:34 4 '96, and this is the first major project that I  
16:57:37 5 had an opportunity to work with.

16:57:40 6 Many of you were here then and working  
16:57:43 7 with the development, and I certainly  
16:57:45 8 appreciate that and appreciate an opportunity  
16:57:47 9 to get back out. I don't think I have to go  
16:57:49 10 through all the details telling you about Hope  
16:57:52 11 VI because you've gone through it. And  
16:57:55 12 hopefully you enjoy your facility here.

16:57:58 13 But I will summarize some of the  
16:58:03 14 components, major components, of the housing  
16:58:05 15 authority's Hope VI program. We administer and  
16:58:09 16 assist in administering with other MHA  
16:58:12 17 departments, Ms. Partee's department, and  
16:58:15 18 Mr. Kurtz's department administering four  
16:58:19 19 grants.

16:58:19 20 Those are grants from HUD for  
16:58:24 21 redevelopment of the stressed public housing  
16:58:25 22 communities and making those communities --  
16:58:27 23 rebuilding them and making them viable once  
16:58:30 24 again and giving them social service programs





16:58:35 1 so that the residents, those that are work  
16:58:39 2 bound, become self-sufficient.

16:58:41 3 As part of the four grants, College Park,  
16:58:44 4 as you know, being the first one -- Uptown is  
16:58:47 5 the second Hope VI grant. We're about 65  
16:58:51 6 complete with that grant. We will be finished  
16:58:53 7 in December. And that grant will provide  
16:58:59 8 another 936 public housing market rate  
16:59:03 9 affordable housing units for public housing  
16:59:07 10 families and those families that want to live  
16:59:10 11 in that type of setting.

16:59:12 12 It also provides, as part of the Hope VI,  
16:59:15 13 for Uptown, for College Park, for University  
16:59:20 14 Place, which is the old Lamar Terrace, and our  
16:59:24 15 newest grant, which is Dixie Homes. We just  
16:59:27 16 received in October a 20 million-dollar Hope VI  
16:59:32 17 grant for the redevelopment of Dixie.

16:59:36 18 We will have, again, four senior only  
16:59:38 19 developments. We have found that seniors  
16:59:40 20 prefer that style of living. We were fortunate  
16:59:46 21 to have our designation plan for elderly only  
16:59:50 22 housing units. So that was an activity that  
16:59:53 23 was completed this year.

16:59:55 24 Those, again, are at Uptown and College



16:59:58 1 Park and at University Place and Latham Terrace  
17:00:00 2 for the seniors only. The third Hope VI grant,  
17:00:07 3 as I mentioned, is University Place. We are  
17:00:09 4 going to have about 491 Hope VI units, a total  
17:00:14 5 of 1600 over the next four to five years.

17:00:18 6 We have already started with -- in terms  
17:00:20 7 of demolition of the site, and we will start  
17:00:23 8 next month with the redevelopment of the first  
17:00:27 9 phase, which is that senior building. It's an  
17:00:29 10 118-unit facility. That is, again, for senior  
17:00:33 11 only housing.

17:00:34 12 And it's pretty much right around the  
17:00:37 13 corner from where you are. That's a 404-unit  
17:00:46 14 complex primarily on the Dixie Homes site. We  
17:00:49 15 have a home ownership component that's a part  
17:00:51 16 of each Hope VI site. The Dixie Homes home  
17:00:55 17 ownership component will be developed as part  
17:00:57 18 of Cleaborn Homes.

17:00:58 19 It's considered off-site, but it's  
17:01:00 20 developed on the land that we cleared that was  
17:01:04 21 part of the Cleaborn Homes site. We have a  
17:01:08 22 home ownership program that you are aware here,  
17:01:13 23 70-unit home ownership. Three to five bedroom  
17:01:16 24 units. All of those with -- we are very glad



17:01:19 1 to say are complete. They are sold, and all of  
17:01:23 2 the families have moved in.

17:01:25 3 This site is considered, you know,  
17:01:27 4 complete. It's closed out. It will be closed  
17:01:30 5 out in March of this year. So we are glad that  
17:01:34 6 that we finally got to the point of officially  
17:01:38 7 closing out -- or the point of officially  
17:01:40 8 closing out College Park.

17:01:43 9 We have -- as I mentioned, we have four  
17:01:45 10 elderly housing programs. We have four home  
17:01:47 11 ownership programs, and the last component of  
17:01:51 12 Hope VI -- major component is we continue to  
17:01:56 13 implement our self-sufficiency program. And  
17:01:58 14 that falls directly under Ms. Partee's  
17:02:01 15 department.

17:02:02 16 But it supports the efforts for the Hope  
17:02:04 17 VI redevelopment process. So that pretty much  
17:02:08 18 summarizes the activities that we have under  
17:02:10 19 the Hope VI program. It's pretty much a  
17:02:15 20 54-month process with the exception of College  
17:02:18 21 Park, which was ten years. That pretty much  
17:02:23 22 summarizes the development process for our four  
17:02:26 23 Hope VI sites.

17:02:28 24 We're on a more rigid schedule of turning



17:02:31 1 these sites around in four to five -- well,  
17:02:34 2 four and a half years. So if you all have any  
17:02:38 3 questions, I will be glad to entertain any  
17:02:41 4 questions you may have about our activities we  
17:02:44 5 are implementing for this year or in the future  
17:02:47 6 years for the Hope VI program.

17:02:50 7 RESIDENT: Where is the senior only  
17:02:51 8 building going to be?

17:02:54 9 MS. PHILLIPS: Well, currently, the only  
17:02:56 10 one that we have so far is at College Park. We  
17:03:00 11 have four other sites. Three of them are Hope  
17:03:02 12 VI sites. Lamar Terrace, the old Lamar  
17:03:07 13 Terrace -- we are going to build a senior only  
17:03:09 14 facility on that site. It has been renamed  
17:03:12 15 University Place.

17:03:13 16 You know where that is. Off Crump. The  
17:03:16 17 second facility is in this -- the third  
17:03:19 18 facility is in this area as well. It's a  
17:03:21 19 little bit west. And that's Lakeland Terrace  
17:03:24 20 that used to be the old Fowler Homes at Fourth  
17:03:29 21 and Crump. That's the third facility.

17:03:33 22 And then in the north Memphis area, which  
17:03:37 23 is Greenlaw and Manassas area -- it's part of  
17:03:41 24 Uptown, and that's the fourth facility. That





17:03:45 1 one is in the Seventh Street area.

17:03:53 2 RESIDENT: I want to ask about the Section

17:03:56 3 8. Will that be available at the old Lamar

17:03:59 4 Terrace?

17:04:02 5 MS. PHILLIPS: I'm not sure if they will

17:04:03 6 accept Section 8 vouchers. Are you asking if

17:04:06 7 you can live there if you can have a Section 8

17:04:09 8 voucher?

17:04:10 9 RESIDENT: Yes.

17:04:11 10 MS. PHILLIPS: I'm not for sure if the

17:04:13 11 management company will accept Section 8. I do

17:04:15 12 know we accept Section 8 at Uptown.

17:04:18 13 RESIDENT: Which is what?

17:04:20 14 MS. PHILLIPS: Which is metropolitan.

17:04:24 15 Greenlaw.

17:04:26 16 MS. PARTEE: Old Hurt Village.

17:04:28 17 MS. PHILLIPS: Yes. Old Hurt Village.

17:04:29 18 One of the components is a multifamily phase of

17:04:34 19 114 units. That's Metropolitan Apartments.

17:04:39 20 It's just off of Crump. And Greenlaw

17:04:40 21 Apartments accepts Section 8, and we have

17:04:43 22 Uptown Square, which has already been developed

17:04:46 23 as part of what we are considering Uptown

17:04:49 24 projects.



17:04:50 1 I can't answer what we have -- whether or  
17:04:52 2 not they will accept Section 8, but they will  
17:04:54 3 have some affordable housing units, and they  
17:04:57 4 will have public housing units.

17:05:01 5 RESIDENT: That was my interest, the  
17:05:04 6 housing units. I wanted to see if I could  
17:05:07 7 purchase a home. I'm a disabled worker. Do  
17:05:10 8 they have the homes like those right there at  
17:05:13 9 the Uptown place? Do they have those where  
17:05:16 10 people like me that's disabled can afford them?

17:05:19 11 MS. PHILLIPS: We have the seven here, of  
17:05:22 12 course, but they are all purchased. But we  
17:05:25 13 have 120 homes as part of the Uptown program,  
17:05:29 14 and we will have 68 that we're going to build,  
17:05:33 15 those 68 homes when we build as part of Lamar  
17:05:37 16 Terrace or University Place.

17:05:40 17 The Uptown neighborhoods -- those homes  
17:05:42 18 will be developed this year and probably closed  
17:05:44 19 out by the spring. I can take your name and  
17:05:48 20 number and put you in contact with the leasing  
17:05:53 21 office, the sales office for the Uptown Homes,  
17:05:56 22 and they can give you more information on what  
17:05:58 23 is required in terms of buying one of those  
17:06:02 24 homes.



17:06:02 1           But we do -- will have starting sometime  
17:06:06 2           this summer -- probably fall before we can  
17:06:10 3           start the home ownership interest program  
17:06:13 4           that's part of Dixie Homes. It's going to be a  
17:06:15 5           lease purchase program. We have not put the  
17:06:18 6           financial packets together yet to determine how  
17:06:22 7           we will administer that program, but it will be  
17:06:25 8           a lease purchase.

17:06:27 9           RESIDENT: Most of the times I find out  
17:06:31 10          about it when I read it in the paper, but I  
17:06:31 11          don't know where to go to to see about, you  
17:06:32 12          know, signing up or getting into a program to  
17:06:36 13          learn how to purchase a home, own a home.

17:06:39 14          MS. PHILLIPS: She can also contact the  
17:06:42 15          self-sufficiency program.

17:06:44 16          MS. PARTEE: Yeah. She can. What is her  
17:06:46 17          name?

17:06:47 18          MS. PHILLIPS: Okay. Do you want to give  
17:06:49 19          your name, ma'am, to the reporter?

17:06:53 20          RESIDENT: Theresa Harper.

17:07:00 21          RESIDENT: The Rice Foundation -- there is  
17:07:02 22          a nice lady named Frederica Jones. The Rise  
17:07:06 23          Foundation will help you put up the money for  
17:07:09 24          the down payment.



17:07:13 1 MS. PARTEE: Is she employed?

17:07:14 2 RESIDENT: Well, there may be some

17:07:15 3 qualifications, but talk to her about that.

17:07:17 4 There may be some ways that she can help you

17:07:20 5 over there. That's what they are there for.

17:07:21 6 MS. PHILLIPS: And you will probably be

17:07:24 7 better served if you were to call directly to

17:07:26 8 the sales office, and I don't know if you're

17:07:30 9 participating in -- again, you can call

17:07:33 10 Frederica. She should contact the housing

17:07:36 11 authority's self-sufficiency program.

17:07:39 12 MS. PARTEE: You can call me. I will give

17:07:41 13 you my number.

17:07:43 14 RESIDENT: Your name is?

17:07:45 15 MS. PARTEE: Jackie Partee.

17:07:48 16 MS. PHILLIPS: Are there any other

17:07:49 17 questions?

17:07:50 18 RESIDENT: Michael Wilburn. I'm

17:07:54 19 interested in a close location that would allow

17:07:57 20 access to swimming.

17:08:00 21 MS. PHILLIPS: Okay.

17:08:02 22 RESIDENT: And I don't know where it fits

17:08:03 23 in. But --

17:08:05 24 MS. PARTEE: Across the street.





17:08:07 1 MS. PHILLIPS: LeMoyne Owen has a pool.  
17:08:09 2 LeMoyne Owen College has a pool. You're saying  
17:08:12 3 a site that you can live that has a pool?  
17:08:14 4 RESIDENT: LeMoyne Owen College pool is  
17:08:18 5 not in service. I already checked that.  
17:08:22 6 MR. KURTZ: Uptown Village Apartments.  
17:08:23 7 MS. PHILLIPS: Uptown Village. Uptown  
17:08:27 8 Square Apartments. That is part of Uptown  
17:08:30 9 neighborhood, but that is restricted to the  
17:08:33 10 families that live there unless you're an  
17:08:37 11 invited guest. I don't know of any --  
17:08:41 12 MS. PARTEE: There is a pool at Cleaborn.  
17:08:44 13 They haven't opened it in a couple of years. I  
17:08:49 14 think they are looking at opening that park  
17:08:52 15 this year, and there is a swimming pool there.  
17:08:54 16 MS. PHILLIPS: And Bigford has a center.  
17:09:00 17 MS. PARTEE: That's far from here.  
17:09:02 18 MS. PHILLIPS: And it's a little bit -- I  
17:09:02 19 don't know where you -- do you live on site?  
17:09:04 20 RESIDENT: Yeah. I live on site.  
17:09:11 21 MS. PHILLIPS: But Bigford has one that's  
17:09:14 22 open, you know, to the public. I'm not aware  
17:09:17 23 of any that are closer by.  
17:09:21 24 MS. PARTEE: A-Sharp. They have changed



17:09:23 1 it.

17:09:27 2 MS. PHILLIPS: Oh, at the Y?

17:09:28 3 MS. PARTEE: Uh-huh. They used to have a

17:09:28 4 pool.

17:09:29 5 MS. PHILLIPS: Are you familiar with the

17:09:31 6 Y?

17:09:32 7 RESIDENT: Not familiar with any of them.

17:09:34 8 MS. PHILLIPS: A-Sharp has a pool. That's

17:09:37 9 on Lauderdale.

17:09:38 10 MR. KURTZ: Linden.

17:09:40 11 MS. PARTEE: Linden and Lauderdale.

17:09:42 12 MS. PHILLIPS: Okay. So that's two pools

17:09:45 13 for you. Are there any other questions?

17:10:00 14 MR. KURTZ: I --

17:10:01 15 RESIDENT: I was going to ask since you

17:10:03 16 said all the housing over here are taken and --

17:10:06 17 everything is fine over here. It's lovely I

17:10:09 18 have to say. And I just wanted to ask no more

17:10:14 19 applications are being given out over here?

17:10:17 20 Because a lot of people be asking me, and I

17:10:19 21 really don't know.

17:10:21 22 MS. PHILLIPS: Management can address

17:10:23 23 whether or not applications -- we have asked,

17:10:25 24 and I believe the waiting list is closed.



17:10:31 1           RESIDENT:  Actually, we started accepting  
17:10:32 2           applications the 2nd of February, Tuesday and  
17:10:36 3           Thursday.  Right now everything is on hold.

17:10:42 4           RESIDENT:  Okay.  People ask me.

17:10:44 5           MS. PHILLIPS:  We have to accommodate the  
17:10:46 6           families, some 500 families, at Dixie; and  
17:10:49 7           we're obligated to find other public housing or  
17:10:53 8           Section 8 for them.  So that's why we are  
17:10:55 9           reserving as many public housing units as  
17:10:58 10          possible to accommodate those families.

17:11:06 11          Okay.  If there are no more questions, I  
17:11:09 12          will turn it back over to Mr. Kurtz.

17:11:11 13          MR. KURTZ:  Thank you, Luretha.  I'm going  
17:11:14 14          to cover the capital improvements activities.  
17:11:19 15          Let me say out front we have three major areas  
17:11:22 16          or initiatives that cover all the developments.

17:11:26 17          The first is a physical needs assessment,  
17:11:27 18          but that will entail our consultants coming out  
17:11:31 19          and looking at all the structures and  
17:11:34 20          facilities and saying, well, you need this and  
17:11:37 21          you need that and tabulate it all, and that  
17:11:40 22          will give us an idea of how to help plan for  
17:11:43 23          future activities.

17:11:45 24          One other aspect of that physical needs



17:11:47 1 assessment is the seismic analysis that we're  
17:11:51 2 going to conduct on all of our high rise  
17:11:54 3 buildings, not affecting this building here.  
17:11:58 4 As some of you know, our four high rises are  
17:12:00 5 anywhere from 11 to 14 stories. They were  
17:12:02 6 built 35 years ago.

17:12:05 7 The building construction codes were  
17:12:07 8 different then than what they are now. And our  
17:12:14 9 location on the New Madrid fault gives us  
17:12:14 10 reason for concern. Since these are federally  
17:12:17 11 funded buildings, if we were going to expend a  
17:12:22 12 significant amount of money in renovation, we  
17:12:25 13 need to take a look at what the implications or  
17:12:29 14 cost would be to make that better able to stand  
17:12:31 15 in an earthquake.

17:12:33 16 We're going to see how that goes over the  
17:12:35 17 next year. We also are conducting an energy  
17:12:38 18 audit at our public housing sites. To be  
17:12:43 19 included within that is a utility allowance  
17:12:46 20 study. We just recently decided after some  
17:12:51 21 discussion we're going to be doing a separate  
17:12:54 22 in-house utility allowance study at privately  
17:12:58 23 managed sites. That was a new change.

17:13:01 24 What that is going to entail is us looking





17:13:04 1 at the utility consumption over the last three  
17:13:07 2 years under the utility allowance study and  
17:13:10 3 then making a determination on what those rates  
17:13:13 4 are on individual residents, the bills for that  
17:13:17 5 utility allowance. It's a public process.

17:13:19 6 And the utility allowance in that we get  
17:13:23 7 the put, we analyze it, and we put it out for  
17:13:26 8 public comment for 60 days, and then we take it  
17:13:29 9 to the housing authority board for their  
17:13:32 10 review, approval, and implementation. That  
17:13:34 11 will happen sometime in the May, June,  
17:13:36 12 timeframe this year.

17:13:37 13 The energy audit is a little bit  
17:13:40 14 different. It's a five year -- every five-year  
17:13:44 15 requirement from HUD that we conduct an energy  
17:13:46 16 audit. Thankfully, a place like this was  
17:13:50 17 designed with the most recent energy code  
17:13:56 18 requirements. And all of our single family  
17:13:58 19 construction that we started last year is being  
17:14:00 20 built in accordance with MLG&W.

17:14:04 21 So we invest a little bit more money up  
17:14:07 22 front in the building, but we see a lower  
17:14:09 23 utility rate and we get a better pay back of  
17:14:12 24 that investment. That's a good thing. Lastly,



17:14:15 1 Luretha mentioned senior centers. We have four  
17:14:21 2 designated. This is the only one currently  
17:14:23 3 operational.

17:14:24 4 We have broken ground at Latham Terrace,  
17:14:27 5 which is that 80-unit senior building at Fourth  
17:14:33 6 and Crump. Our development partners are taking  
17:14:33 7 a lead on that. Occupancy and lease-up should  
17:14:38 8 start somewhere in the fall of 2006.

17:14:43 9 We have other development partners who are  
17:14:45 10 working site preparations at University Place.  
17:14:48 11 And Luretha mentioned the Uptown. I'm going to  
17:14:51 12 go ahead now and cover the other activities at  
17:14:55 13 all the other sites.

17:14:56 14 I will say that we do not have any specific  
17:14:59 15 capital improvement investments that we intend  
17:15:01 16 to do at the College Park area this year.  
17:15:03 17 There is nothing in the plan. We don't see any  
17:15:06 18 major glaring deficiencies that need repair.  
17:15:09 19 That's a good thing. We have got some other  
17:15:12 20 challenges at other locations.

17:15:14 21 First of all, let me talk about University  
17:15:16 22 Place. Aside from the reconstruction efforts  
17:15:19 23 that has already been talked about, we continue  
17:15:21 24 to do the demolition of all of those old



17:15:24 1 industrial sites on Crump Boulevard. We have a  
17:15:27 2 contract or currently tearing down the old  
17:15:29 3 Baptist rehab hospital. We are probably about  
17:15:33 4 40 percent done.

17:15:34 5 We have another contractor who is going to  
17:15:36 6 demolish the rest of that site. Another  
17:15:39 7 contractor who is tearing down the former  
17:15:41 8 Memphis Furniture Factory. That was behind  
17:15:45 9 Baptist hospital. We have already torn down  
17:15:47 10 the old Big A Auto Parts warehouse that was  
17:15:50 11 just south of Crump between Dudley and East  
17:15:54 12 Street.

17:15:55 13 I'm trying to think of all the other --  
17:15:57 14 these are all the demolition activities that we  
17:15:59 15 have underway right now. As we finish those,  
17:16:02 16 we are awaiting the final acquisitions of some  
17:16:05 17 other properties on either side of Lamar  
17:16:06 18 Terrace. Once those purchases are done, we  
17:16:10 19 will finish the demolition of those, and turn  
17:16:13 20 all the land over to our development partners  
17:16:16 21 for each of those phases of University Place  
17:16:19 22 that Luretha mentioned.

17:16:21 23 That's going to be a good thing. That's  
17:16:22 24 going to require a lot of our effort over the



17:16:25 1 next year. Foote Homes is another site not too  
17:16:26 2 far from here. We have no plans for capital  
17:16:31 3 investment there. Some of you may recall we  
17:16:34 4 did spend significant money about five years  
17:16:36 5 ago and completed five years a major renovation  
17:16:42 6 of Foote Homes.

17:16:43 7 Dixie Homes is going to be a major effort  
17:16:44 8 of the housing authority over the next four  
17:16:49 9 years. The first year is going to be critical  
17:16:50 10 because it focuses on taking care of the  
17:16:56 11 residents that are currently occupying the  
17:16:58 12 site. We have a plan that's been developed to  
17:17:01 13 relocate all the residents with our hope of  
17:17:04 14 having everything completed by the end of this  
17:17:07 15 calendar year.

17:17:08 16 We have structured the plan so that we are  
17:17:11 17 focused initially on those residents who do not  
17:17:15 18 have school age children. Once the school year  
17:17:17 19 ends, we will make our priority to those  
17:17:20 20 families with children so that they can be  
17:17:23 21 relocated in new housing prior to the start of  
17:17:26 22 the next school year.

17:17:28 23 After that is done, we will re-emphasize  
17:17:31 24 those residents who do not have children, and





17:17:35 1 we will complete the relocation effort. The  
17:17:40 2 relocation will be either through Section 8  
17:17:42 3 vouchers, or it will be through existing public  
17:17:45 4 housing for those individuals who choose.  
17:17:47 5 Otherwise, they can leave the public housing  
17:17:50 6 program.

17:17:53 7 Okay. I do with one building that I'm  
17:17:55 8 going to demolish at Dixie Homes before we  
17:17:58 9 start the whole big tear down. We had a fire  
17:18:01 10 over there. I finally am just able to get the  
17:18:05 11 money worked out and approval from HUD to tear  
17:18:07 12 it down. So it's one of those kind of things.

17:18:11 13 If you can believe me, but it takes almost  
17:18:14 14 a year just to get approval to tear down a  
17:18:17 15 single building.

17:18:18 16 MS. PARTEE: It seems like it's been two  
17:18:20 17 years that it burned.

17:18:22 18 MR. KURTZ: Yes, it is. But we got that  
17:18:24 19 finally. Let me talk about New Chicago.  
17:18:29 20 That's on the north side of town. We are  
17:18:31 21 looking at that as our replacement site for the  
17:18:35 22 former Oates Manor. Some of you may remember  
17:18:38 23 Oates Manor. We have demolished that site.  
17:18:42 24 Memphis city schools has taken possession of



17:18:44 1 that property.

17:18:45 2 They intend to build a new Manassas High  
17:18:49 3 school on that site. Several months ago, they  
17:18:52 4 had ground breaking on the land. I don't know  
17:18:54 5 what their timeline is for construction of the  
17:18:57 6 new high school. We are currently working to  
17:19:00 7 finish acquisition, purchase some property on  
17:19:03 8 Firestone Avenue just a little bit east of the  
17:19:06 9 existing Manassas high school where we will  
17:19:10 10 build about 120 to 150 new housing units.

17:19:18 11 That will be our Hope VI application site  
17:19:18 12 if HUD puts out a notice that you can apply for  
17:19:22 13 more funds for redevelopment. We don't have  
17:19:25 14 any residents to relocate at this point up  
17:19:27 15 there because we are buying former industrial  
17:19:33 16 property.

17:19:33 17 We will take all of that down and demolish  
17:19:35 18 it, clean it up; and then we will start the  
17:19:38 19 rebuilding process. That will be the first  
17:19:40 20 phase of our construction effort of New  
17:19:43 21 Chicago. The second phase will be just south  
17:19:45 22 of that several years from now.

17:19:47 23 The last phase would entail our taking  
17:19:50 24 possession of the existing Manassas High



17:19:54 1 school, assuming the new high school is built.  
17:19:57 2 And then we would demolish the old and turn the  
17:20:00 3 land back to the City of Memphis where they  
17:20:02 4 intend to put a new police precinct. We will  
17:20:05 5 see how that all comes together.

17:20:08 6 You all probably read the payments more  
17:20:10 7 than I do. And you get an idea where the city  
17:20:13 8 funding streams are, and that has an impact on  
17:20:16 9 when we can do some of the things that we plan  
17:20:18 10 to do. Cleaborn Homes is just up the street  
17:20:22 11 here.

17:20:23 12 We will be repairing about 55 units of  
17:20:26 13 family housing in that site. That will be made  
17:20:30 14 available through the summertime to support the  
17:20:33 15 relocation of the residents from Dixie Homes.  
17:20:36 16 Got a fire damage building there. Believe it  
17:20:38 17 or not, I put it out to bid, and people wanted  
17:20:41 18 us to pay them three times what it would cost  
17:20:46 19 normally. So I said forget it.

17:20:49 20 We will do it again. I think they just  
17:20:51 21 said, well, let's see whether they are willing  
17:20:55 22 to bite on it. We are not willing to. We will  
17:20:57 23 try that again. We have to replace the roof at  
17:20:59 24 the central office. We need to do some repairs



17:21:02 1 on there.

17:21:03 2 That's covered -- the way HUD works, that  
17:21:05 3 is covered under the Cleaborn Homes site. I do  
17:21:09 4 have one project that we are finishing. It's a  
17:21:12 5 carry-over from last year. Site improvements,  
17:21:16 6 landscaping. You can imagine trying to do that  
17:21:18 7 through the wintertime.

17:21:20 8 We didn't want to put in plants and trees  
17:21:23 9 and sod and seed and then it all get wasted; so  
17:21:26 10 we suspended the contract, and we will start  
17:21:29 11 that back up again in the spring when it's  
17:21:32 12 better for that. Luretha mentioned the other  
17:21:38 13 portion of Cleaborn Homes.

17:21:38 14 And this is really an exciting part for  
17:21:41 15 us. We will be building 30 additional for-sale  
17:21:45 16 homes at Cleaborn T-N 111. It's an area that's  
17:21:49 17 just south of Georgia Avenue right at the  
17:21:51 18 corner of Georgia and Mckinley. We will build  
17:21:55 19 30 homes there starting sometime late this  
17:21:57 20 year. And we will make them available to  
17:22:01 21 either purchase outright or under a lease to  
17:22:03 22 purchase arrangement.

17:22:05 23 We haven't worked out all the financing  
17:22:07 24 details on how that is going to work yet. Some





17:22:09 1 of you may know we did build 25 brand new  
17:22:13 2 rental -- family rental units at Askew Place on  
17:22:17 3 the north side of Georgia Avenue between  
17:22:19 4 Mckinley and Orleans, a very nice looking site.

17:22:23 5 All of the residents that were in there  
17:22:25 6 have been going through self-sufficiency  
17:22:28 7 training. They have been working with the Rise  
17:22:31 8 Foundation. They are working on their credit  
17:22:34 9 worthiness. We are hoping as we complete our  
17:22:37 10 new construction of homes for sale across the  
17:22:40 11 street, those residents who have obtained a  
17:22:43 12 measure of self-sufficiency with enough capital  
17:22:46 13 for that down payment will be able to stay in  
17:22:51 14 the neighborhood.

17:22:51 15 Some of them have expressed that design  
17:22:54 16 desire. They want to say in the same school,  
17:22:57 17 their neighbors. They know the area. We think  
17:23:00 18 that's a great thing. We are going to have  
17:23:02 19 houses ready for occupancy and hopefully expand  
17:23:06 20 on what we have already started on that change  
17:23:08 21 to the Cleaborn Homes area making rental  
17:23:11 22 housing and home ownership a reality.

17:23:16 23 Okay. Fowler Homes -- that was mentioned  
17:23:19 24 earlier. That's where we're building Latham



17:23:21 1 Terrace. That's in construction now. Also, on  
17:23:25 2 the same general area, just south of the Latham  
17:23:29 3 Terrace senior building, we are going to build  
17:23:33 4 40 additional public housing units.

17:23:36 5 So it will be 24 single family rental  
17:23:39 6 homes. There will also be four apartment  
17:23:41 7 buildings, four units in each of those  
17:23:44 8 apartments, and a total of 40 public housing  
17:23:47 9 units. That will be an exciting site as well.  
17:23:50 10 Adjacent to the Church of God and Christ  
17:23:53 11 headquarters, we think that's going to be  
17:23:55 12 another great site.

17:24:00 13 I will talk briefly about the high rises.  
17:24:03 14 Barry Towers -- we have some work to do to  
17:24:05 15 repair the condensate system on the exterior of  
17:24:08 16 that building. We will be looking at -- maybe  
17:24:10 17 looking at some fencing and some lighting, but  
17:24:12 18 not a whole lot of significant renovations.

17:24:14 19 We mentioned before we are going to do a  
17:24:16 20 physical needs assessment. Part of that is  
17:24:19 21 that seismic analysis and earthquake analysis.  
17:24:23 22 We have been doing that for our old high rises.  
17:24:28 23 Barry, Venson, Jefferson, Borda -- all the same  
17:24:31 24 treatment. Okay. Seismic evaluations.



17:24:35 1 Graves Manor. Graves Manor is in  
17:24:36 2 southwest Memphis and is a site that's  
17:24:40 3 currently vacant. We have applied -- are  
17:24:42 4 applying to HUD for permission to demolish that  
17:24:46 5 site. Our intention is to rebuild on site with  
17:24:49 6 another senior center, more rental housing, and  
17:24:53 7 more multifamily rental.

17:24:56 8 We got a market study under way to see how  
17:24:58 9 that would work. Walter Simmons -- some of you  
17:25:05 10 may be familiar with Walter Simmons. We had a  
17:25:09 11 bid from the City of Memphis to purchase that  
17:25:12 12 property. They have withdrawn their bid. We  
17:25:15 13 are now going to re-advertise that for public  
17:25:20 14 sale.

17:25:22 15 Horn Lake. Some of you may remember Horn  
17:25:24 16 Lake sites in southwest Memphis. We are  
17:25:27 17 looking at probably about two to three years  
17:25:30 18 out to do the new construction there. We are  
17:25:34 19 either going to put a 90 to 100-unit  
17:25:38 20 development or possibly another senior center  
17:25:40 21 on that site.

17:25:42 22 Montgomery Plaza on South Parkway -- we  
17:25:43 23 will be designing for and implementing drainage  
17:25:47 24 improvements on that site. We have had a lot



17:25:50 1 of rain this winter. We really noticed that  
17:25:54 2 the site needs a lot of work in terms of the  
17:25:56 3 drainage. The office building needs a new roof  
17:25:59 4 there too. So we will take care of that.

17:26:02 5 Ford Road. Ford Road is another exciting  
17:26:05 6 revitalization site that we will be hopefully  
17:26:08 7 kicking off this fall. We have low income  
17:26:13 8 housing tax credits. We will be building 72 --  
17:26:16 9 72 units of housing there and 36 duplex  
17:26:19 10 buildings. 36 of the units or half of the site  
17:26:23 11 will be public housing. And we expect to  
17:26:26 12 submit the application to HUD for approval of  
17:26:28 13 this project sometime in the summer.

17:26:32 14 Cypresswood is another site where we  
17:26:35 15 already demolished. We have plans ready to  
17:26:38 16 build up to 142 units, depending on the  
17:26:44 17 financing. We may have to cut back and only  
17:26:46 18 build 120 or so. We expect to apply for low  
17:26:51 19 income housing tax credits for this site. That  
17:26:54 20 will be one of the major sources of funding.

17:26:56 21 I would like to address two properties  
17:26:58 22 together. Texas Courts and Alabama Plaza.  
17:27:01 23 Both of those are fairly small sites. Each of  
17:27:04 24 those is closed now with no residents. Texas





17:27:08 1 Courts -- we have already applied to HUD for  
17:27:10 2 permission to sell that.

17:27:12 3 Alabama Plaza -- we are in the process of  
17:27:14 4 developing our application to HUD for  
17:27:17 5 permission to sell that site. The last site I  
17:27:21 6 want to mention is Crockett Place Apartments.  
17:27:23 7 Some of you may recall Hawkins Mill is a site  
17:27:28 8 we had in north Memphis in the Frayser area  
17:27:29 9 across from Crockett Park.

17:27:31 10 We demolished it and disposed of the land.  
17:27:34 11 The developer has built back on that site an  
17:27:38 12 84-unit apartment complex. While they were  
17:27:41 13 doing the construction, we submitted an  
17:27:44 14 application to HUD and obtained approval to put  
17:27:47 15 26 public housing units into that development.  
17:27:51 16 That property is leasing up as we speak.  
17:27:54 17 People are encouraged to put their applications  
17:27:56 18 in up there if they want to move to that area  
17:27:59 19 of town.

17:28:01 20 The last thing I want to mention is  
17:28:03 21 acquisitions. We did talk about the long  
17:28:06 22 waiting list. The housing authority is looking  
17:28:10 23 for other properties that might be -- that soon  
17:28:14 24 are affordable housing market. So we have an



17:28:17 1 open solicitation, ask any owners out there if  
17:28:22 2 think want to sell their property. We are  
17:28:26 3 taking a look at that.

17:28:27 4 We do have one owner who has submitted a  
17:28:30 5 proposal. We have started the review of that  
17:28:32 6 right now. We will look for other  
17:28:34 7 opportunities as they become available to be  
17:28:37 8 able to increase the number of public housing  
17:28:40 9 units that might be made available.

17:28:45 10 Okay. That's a general and quick overview  
17:28:48 11 of all of our activities. I appreciate  
17:28:50 12 everybody's patience. Do you have any  
17:28:54 13 questions on any of this?

17:28:55 14 RESIDENT: Sir, I had gotten some  
17:29:02 15 information over the radio. And I was told  
17:29:02 16 that there was a new national policy concerning  
17:29:04 17 railroad crossings, that if they had the  
17:29:08 18 correct type of arm bar that the railroad  
17:29:12 19 trains would not have to blow their horns  
17:29:15 20 within the cities or counties. HUD is not  
17:29:17 21 concerned with that or --

17:29:22 22 RESIDENT: I'm not familiar with that new  
17:29:24 23 law or regulation. What I do know is that,  
17:29:28 24 when HUD reviews our plans for any type of new



17:29:33 1 development, there is a noise evaluation that  
17:29:36 2 has to be conducted. So we take into account  
17:29:40 3 the proximity of any new construction site  
17:29:43 4 to -- whether it's railroad tracks, an  
17:29:47 5 interstate highway, and we have to adjust  
17:29:51 6 accordingly and -- the type of construction  
17:29:52 7 that's used to minimize the impact of that  
17:29:54 8 noise.

17:29:56 9 RESIDENT: If you will mention that --  
17:30:00 10 You're probably not the only resident that the  
17:30:09 11 train wakes up at night. So will you try to  
17:30:11 12 address that?

17:30:12 13 MR. KURTZ: That's not the Norfolk  
17:30:14 14 Southern line, is it?

17:30:14 15 RESIDENT: I don't know.

17:30:16 16 MR. KURTZ: I have to look at map and see  
17:30:18 17 which railroad. We have lots of -- we have  
17:30:23 18 lots of contact was the railroad.

17:30:25 19 RESIDENT: Yeah. We can at least give  
17:30:27 20 them a call, discuss it. Doesn't mean anything  
17:30:29 21 will happen. We have a hard enough time trying  
17:30:32 22 to get them to clean up.

17:30:34 23 MR. KURTZ: We had a same particular  
17:30:35 24 situation at the University Place area. We are



17:30:38 1 working with Norfolk Southern. There is one  
17:30:38 2 little spur line that runs all the way up to  
17:30:43 3 the Commercial Appeal. And we have had minimal  
17:30:47 4 contact.

17:30:47 5 It took us about -- I don't know. Almost  
17:30:50 6 a year to get them to remove this very huge  
17:30:52 7 pile of old abandoned railroad ties. But I --  
17:30:58 8 what I will do is I will look on the map to see  
17:30:59 9 if we can determine who owns the right-of-way,  
17:31:02 10 and we can pass the name on to the railroad  
17:31:05 11 here in town and maybe be able to get  
17:31:08 12 clarification on that.

17:31:09 13 RESIDENT: Mention that to Sandra, and we  
17:31:12 14 will give them a call.

17:31:13 15 RESIDENT: I was really concerned about  
17:31:17 16 the train coming. I live in a three bedroom  
17:31:20 17 townhouse. I'm getting a crack in my stairwell  
17:31:25 18 from the vibration.

17:31:29 19 RESIDENT: Have you recorded it?

17:31:30 20 RESIDENT: I just saw it the other way.

17:31:37 21 RESIDENT: Okay. Report it to us, and we  
17:31:37 22 will have somebody take a look at it.

17:31:37 23 RESIDENT: I'm trying to help my niece get  
17:31:38 24 into a place. She's 20. She's in college, and





17:31:42 1 she's working. I was wondering about the  
17:31:45 2 criteria for her to get into -- at least the  
17:31:47 3 Crockett Place over there you mentioned, the 26  
17:31:50 4 unit you just mentioned a minute ago. Is it a  
17:31:54 5 good idea for me to tell her to try to get into  
17:31:56 6 there?

17:31:58 7 MR. KURTZ: Well, that is a site based  
17:32:00 8 waiting list. So she can always go to the  
17:32:03 9 management office there and put in an  
17:32:06 10 application.

17:32:08 11 MS. PARTEE: Ambassador.

17:32:10 12 MR. KURTZ: Ambassador Management. Are  
17:32:13 13 they accepting applications downtown?

17:32:15 14 MS. PARTEE: They probably are.

17:32:15 15 MR. KURTZ: Their office is at 11 South  
17:32:17 16 Orleans.

17:32:19 17 MS. PARTEE: Right.

17:32:19 18 MR. KURTZ: The Ambassador Management  
17:32:22 19 Company. And they are the ones that are  
17:32:25 20 running that particular site. Okay.

17:32:29 21 Are there any other questions? Jackie, do  
17:32:33 22 you want to touch base on a couple of issues  
17:32:37 23 that we have been --

17:32:39 24 MS. PARTEE: Since they make me come to



17:32:41 1 these meetings, how is everybody? You all  
17:32:47 2 doing fine? I think everyone in here is 62  
17:32:54 3 years old. Is that right? Except two or three  
17:32:59 4 people.

17:32:59 5 So if you're 62 and above, it doesn't  
17:33:02 6 apply to you, and it has to do with the -- the  
17:33:05 7 work requirement that we have now for public  
17:33:10 8 housing. That is, if you're not 62 and above,  
17:33:14 9 if you're not disabled, you must work.

17:33:18 10 And if you're not working, in order for us  
17:33:21 11 to be able to renew your lease, you must  
17:33:25 12 perform eight hours of community service every  
17:33:28 13 month. And saying you're disabled doesn't say  
17:33:33 14 that you can't work if you're younger than 62.

17:33:38 15 So that means you would need to bring a  
17:33:40 16 doctor statement in saying you're unable to  
17:33:44 17 work and perform community service hours. I  
17:33:47 18 have a list in my office now of almost 300  
17:33:52 19 residents who have not recorded that either  
17:33:55 20 they are working, that they are exempt, or that  
17:33:59 21 they are performing community service hours.

17:34:01 22 And this is a mandate that HUD gave us two  
17:34:03 23 years ago. It's a law, a statutory law, which  
17:34:08 24 means there's nothing we can do about it. But



17:34:11 1 we cannot renew your lease either. If you're  
17:34:14 2 not performing those community service hours,  
17:34:16 3 we cannot renew your lease. And you had two  
17:34:21 4 years to do it. This is the third year.

17:34:28 5 So I don't think it applies to a lot of  
17:34:28 6 people in here. But that's a part of the  
17:34:29 7 presentation that they make me make.

17:34:34 8 So you have a doctor statement you're  
17:34:39 9 unable to work because you're disabled?

17:34:41 10 RESIDENT: Uh-huh.

17:34:42 11 MS. PARTEE: You do.

17:34:43 12 RESIDENT: Uh-huh. I've been told in the  
17:34:45 13 office that I was exempt. If it's not to my  
17:34:47 14 understanding that I've been mislead, but I'm  
17:34:51 15 exempt. I have arthritis in my spine.

17:34:54 16 MS. PARTEE: And you've brought in  
17:34:55 17 documentation from a doctor.

17:34:57 18 RESIDENT: I've signed that I was  
17:34:59 19 exempted, yes.

17:35:01 20 MS. PARTEE: Okay. All right. Thank you.

17:35:04 21 MR. KURTZ: Okay. Well, I appreciate,  
17:35:07 22 Jackie, your work, and I appreciate that quick  
17:35:10 23 summary.

17:35:10 24 Are there any questions of any of us?



17:35:13 1 Well, again, I want to thank you all for  
17:35:16 2 coming. Remember we do encourage you to  
17:35:19 3 provide input, give it to us in writing,  
17:35:22 4 please, address it to the executive director.  
17:35:25 5 March 21st is the public board -- public  
17:35:29 6 hearing at the housing authority.

17:35:31 7 And March 30 will be the board meeting for  
17:35:34 8 approval of the plan. Yes, ma'am.

17:35:36 9 RESIDENT: I was late coming in; so I know  
17:35:38 10 I did not find out much. But do you have any  
17:35:42 11 information that is written that I can have.

17:35:44 12 MR. KURTZ: Very good question. I'm glad  
17:35:46 13 you asked. We have right here, if you would  
17:35:49 14 like to have it, an extra copy of the five-year  
17:35:52 15 annual plan. I will be happy to give this  
17:35:56 16 personally to you.

17:35:57 17 MS. PARTEE: And share it.

17:35:58 18 MR. KURTZ: And share it, yes. There's  
17:36:00 19 another copy in the management office. Okay.  
17:36:03 20 Well, thank you again. Thank you for the  
17:36:05 21 hospitality too. Appreciate that.

17:36:10 22 MS. PARTEE: Let me ask you all one  
17:36:12 23 question particularly those of you that live in  
17:36:14 24 this building. Do you all remember the





17:36:17 1 creative aging activities that you had? Well,  
17:36:19 2 I'm going to get the list of what the  
17:36:22 3 activities are, let Angie see them.

17:36:24 4 She will have a meeting with you all to  
17:36:27 5 decide which programs you all want over here.  
17:36:30 6 Okay. So come to the meeting so we don't  
17:36:33 7 decide for you because I know you all like to  
17:36:37 8 have a good time sitting up here eating and  
17:36:40 9 drinking. Nobody else had eating and drinking  
17:36:43 10 at their meetings.

17:36:45 11 MR. KURTZ: Only College Park.

17:36:46 12 MS. PARTEE: Only College Park.

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STATE OF TENNESSEE:

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COUNTY OF SHELBY:

17:36:46 6

17:36:46 7 I, TAKIYAH SANDERS, Certified Shorthand  
 17:36:46 8 Reporter and Notary Public at Large for the State of  
 17:36:46 9 Tennessee, do hereby certify that I reported in  
 17:36:46 10 machine shorthand the above-captioned proceedings.

17:36:46 9

17:36:46 10 I HEREBY CERTIFY that the foregoing pages  
 17:36:46 11 contain a full, true, and correct transcript of my  
 17:36:46 12 said Stenotype notes then and there taken.

17:36:46 11

17:36:46 12 I FURTHER CERTIFY that I am not an  
 17:36:46 13 attorney or counsel of any of the parties, nor a  
 17:36:46 14 relative or employee of any of the parties, nor am I  
 17:36:46 15 a relative or employee of any attorney or counsel  
 17:36:46 16 connected with the action, nor am I financially  
 17:36:46 17 interested in the action.

17:36:46 14

17:36:46 15 I FURTHER CERTIFY that in order for this  
 17:36:46 16 document to be authentic and genuine, it must bear  
 17:36:46 17 my original signature and my embossed notarial seal  
 17:36:46 18 and that any reproduction in whole or in part of  
 17:36:46 19 this document is not allowed or condoned and that  
 17:36:46 20 such reproductions should be deemed a forgery.

17:36:46 18

17:36:46 19 THEREFORE, witness my hand and my official  
 17:36:46 20 seal in the State of Tennessee on  
 17:36:46 21 \_\_\_\_\_, 2006.

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\_\_\_\_\_  
 TAKIYAH F. SANDERS, CSR, RPR  
 Notary Public at Large  
 My Commission Expires:  
 October 30, 2006

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MEMPHIS HOUSING AUTHORITY  
FIVE YEAR PLAN MEETING

SITE: COLLEGE PARK BUILDING

FEBRUARY 9, 2006

TIME: 4:48 p.m.

PRESENT FROM MEMPHIS HOUSING AUTHORITY:

ROBERT KURTZ

LURETHA PHILLIPS

JACKIE PARTEE

ALPHA REPORTING CORPORATION  
TAKIYAH FRANKLIN-SANDERS, RPR, CSR  
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16:48:04 1 MR. KURTZ: My name is Bob Kurtz. I'm  
16:48:06 2 from the capital improvement department from  
16:48:08 3 the Memphis Housing Authority. I am delighted  
16:48:13 4 to be here again this year. I would like to  
16:48:16 5 talk to everybody at College Park about our  
16:48:18 6 five-year plan, about our annual plan.

16:48:20 7 I do want to let you know we do have a  
16:48:22 8 court reporter here today. She will be writing  
16:48:24 9 down any kind of questions that you may have.  
16:48:28 10 It's important in our process that we hear  
16:48:30 11 everybody. We need to get their names so that  
16:48:33 12 we can get it properly recorded.

16:48:36 13 So please, if you have questions, state  
16:48:39 14 the questions loudly, and please tell us your  
16:48:42 15 name so we can get that for the record. We  
16:48:46 16 have several people from the MHA staff here  
16:48:48 17 tonight. I have Luretha Phillips here.

16:48:52 18 Everybody pretty much knows Luretha used  
16:48:56 19 to be in College Park, the first of our Hope VI  
16:48:59 20 sites. Jackie Partee and Verla Haterhan  
16:49:01 21 (phonetic). That's it from the central office.

16:49:11 22 What I'm going to do is I'm going to give  
16:49:13 23 you an overview of the annual plan. I will  
16:49:15 24 turn it over to Luretha. She will cover the





16:49:20 1 Hope VI sites, and then I will go through each  
16:49:24 2 of the individual properties and the plans we  
16:49:27 3 have for capital improvements over the next  
16:49:33 4 several years.

16:49:33 5 And then Jackie Partee may have a few  
16:49:36 6 words to share with everybody. I do want to  
16:49:39 7 welcome each of you on behalf of our executive  
16:49:42 8 director. We are here to discuss the annual  
16:49:44 9 plan and the five-year plan. Every year we  
16:49:47 10 come to each of the developments and obtain  
16:49:51 11 your input, your comments, on the annual plan  
16:49:54 12 that's been developed.

16:49:56 13 That annual plan, the five-year plan, is  
16:50:01 14 or will be located in your management office  
16:50:04 15 here for you to have an opportunity to review  
16:50:07 16 it and provide comments. If you have comments,  
16:50:10 17 please give them to us in writing and make  
16:50:13 18 those comments in writing, attention executive  
16:50:16 19 director of the housing authority.

16:50:19 20 The plan is also available for viewing at  
16:50:22 21 the Memphis Housing Authority, central office,  
16:50:24 22 in the human resources department and also at  
16:50:27 23 the public library on Poplar Avenue. Let me  
16:50:31 24 give a timeline for you of this process for



16:50:35 1 public comment. The plan was released for  
16:50:38 2 public comment on the 1st of February.

16:50:40 3 We closed the public comment period on the  
16:50:43 4 19th of March. We will be having a public  
16:50:47 5 hearing, an additional public hearing, for  
16:50:49 6 anybody that is interested, residents or the  
16:50:51 7 general public, on the 21st of March,  
16:50:54 8 9:00 o'clock at the Memphis Housing Authority,  
16:50:56 9 700 Adams.

16:50:58 10 If you're interested in additional  
16:51:00 11 comments, you can come to that hearing.  
16:51:02 12 Following that, the staff will take a look at  
16:51:05 13 all the comments we have received, take a look  
16:51:07 14 at the overall plan, review it with the  
16:51:10 15 executive director, and then take the plan as  
16:51:12 16 it's finalized to the housing authority board  
16:51:15 17 on the 30th of March for their review and  
16:51:19 18 approval.

16:51:21 19 Upon obtaining approval from the housing  
16:51:22 20 authority board, we will submit the plan to  
16:51:27 21 HUD. HUD will review it. They have 75 days to  
16:51:31 22 review it. Hopefully, they will approve our  
16:51:36 23 plan, and it will be implemented the 1st of  
16:51:38 24 July of 2006. So that's what the annual plan



16:51:42 1 process is.

16:51:46 2 Normally, our attorneys are here to talk  
16:51:48 3 about this first part of the briefing, but they  
16:51:52 4 had some other commitments. So I'm going to go  
16:51:56 5 through the summarized version of the first  
16:52:00 6 part of the plan.

16:52:01 7 The housing authority's goal is to become  
16:52:03 8 a national model in community revitalization.  
16:52:07 9 We really believe that this site here, College  
16:52:09 10 Park, has set a very high standard. We  
16:52:12 11 continue to take that standard and apply it to  
16:52:15 12 other areas in the city.

16:52:16 13 Ms. Phillips will talk about each of the  
16:52:20 14 three Hope VI cites that we have received after  
16:52:22 15 College Park, each of them at various stages of  
16:52:25 16 development. We look at -- look at that model  
16:52:28 17 and try to apply it in other areas with  
16:52:32 18 different funding sources, not necessarily Hope  
16:52:34 19 VI, so that we can bring a better affordable  
16:52:38 20 housing stock and make that available to the  
16:52:42 21 citizens of Memphis.

16:52:43 22 Our goal -- our mission statement is to  
16:52:46 23 provide community revitalization through  
16:52:48 24 seamless system of support of services,



16:52:50 1 affordable housing, and new business

16:52:53 2 development.

16:52:55 3 Ms. Partee is our lead person on the

16:52:59 4 support of services, and she does a great job.

16:53:02 5 Most of you have met her through the years, and

16:53:05 6 that's an integral part of everything that we

16:53:09 7 do.

16:53:12 8 We're also looking for new business

16:53:15 9 development opportunities. That is a challenge

16:53:19 10 for us. We think that we have got some

16:53:20 11 opportunities on some other sites that foster

16:53:22 12 some commercial development.

16:53:23 13 Our goals are to increase the availability

16:53:26 14 of decent, safe, and affordability housing. We

16:53:29 15 want to improve the quality of life and

16:53:34 16 economic vitality. We want to improve

16:53:35 17 self-sufficiency and asset development of

16:53:38 18 families and individuals. And always we want

16:53:40 19 to ensure equal opportunity in housing for all

16:53:43 20 Americans.

16:53:44 21 These are the key points within the

16:53:46 22 executive summary. First of all, we will

16:53:50 23 replace obsolete public housing stock. This is

16:53:52 24 a prime example. Over the last several years,





16:53:55 1 we have taken down approximately 2000, 2300  
16:53:59 2 units of delapidated old public housing that we  
16:54:04 3 couldn't afford to maintain, and it was not  
16:54:06 4 safe and sanitary.

16:54:08 5 We're in the process now of building that  
16:54:10 6 back in a variety of forms and in a variety of  
16:54:15 7 places. I will tell you about that.  
16:54:17 8 Guaranteeing housing for residents. We have  
16:54:18 9 mobility counselors and trained residents as we  
16:54:21 10 go through this process. We renovate viable  
16:54:24 11 housing. You have senior -- elderly only  
16:54:28 12 designated sites. This is the first of those  
16:54:30 13 sites.

16:54:31 14 Luretha will talk about the others that we  
16:54:33 15 just obtained approval for. We're going to  
16:54:36 16 reduce our vacancy rate. Part of that is going  
16:54:38 17 to be based on the major relocation effort that  
16:54:43 18 we're going to undertake for the residents at  
16:54:46 19 Dixie Homes.

16:54:47 20 We do have site based professional  
16:54:49 21 management thanks to our fine friends here at  
16:54:53 22 College Park and other of our private sites.  
16:54:58 23 We have coordinated case management. We're  
16:55:01 24 looking for an increase in job opportunities



16:55:03 1 particularly when it comes to construction  
16:55:05 2 contracts.

16:55:06 3           Every contract that my department has we  
16:55:10 4 encourage support of residents and employment  
16:55:14 5 of residents and make the resident employment  
16:55:17 6 training center available to our contractors.

16:55:21 7           We try to get them in contact with our  
16:55:24 8 manager of that department so we can find  
16:55:27 9 residents, and we have contractors with jobs,  
16:55:29 10 and we link them together because everybody  
16:55:32 11 here knows that getting people with good jobs  
16:55:34 12 is important to their self-sufficiency.

16:55:39 13           All right. Let's talk about housing  
16:55:41 14 needs. We recognize a great need in the city  
16:55:46 15 of Memphis. We have over 2900 families still  
16:55:46 16 on the waiting list for Section 8. We have  
16:55:49 17 over 10,000 families on public housing. Both  
16:55:52 18 of those lists have been frozen for several  
16:55:57 19 reasons.

16:55:58 20           One of which is the relocation of all the  
16:56:00 21 Dixie Homes residents. They get priority on  
16:56:04 22 the available public housing. The other is  
16:56:07 23 because we have demolished so much delapidated  
16:56:09 24 old housing that we still have a shortage that



16:56:13 1 we are working to put back into the system.

16:56:16 2 It's all depending on how much money we  
16:56:18 3 can acquire at a given time. Our strategy is  
16:56:21 4 we will continue to address the strategy that  
16:56:24 5 we have been going through over the last three  
16:56:26 6 to four years. We hold on to the sites that we  
16:56:31 7 can maintain. We demolish those that are  
16:56:34 8 unacceptable for living.

16:56:36 9 We rebuild where we can, and we continue  
16:56:38 10 to look for alternate funding sources. As HUD  
16:56:43 11 rules have changed, we look for other  
16:56:45 12 opportunities so that we can rebuild safe and  
16:56:47 13 affordable housing.

16:56:49 14 Overall we have about \$151 million in  
16:56:53 15 resources for this year. That's a combination  
16:56:55 16 of federal grants, prior year grants, rental  
16:56:58 17 income, other income sources. If you're  
16:57:00 18 interested in seeing how that all comes  
16:57:03 19 together, you can see it in the annual plan,  
16:57:06 20 Pages 16 and 17.

16:57:11 21 All that being said, that's the summary of  
16:57:16 22 the overall plan. Luretha, if you wouldn't  
16:57:20 23 mind now taking over and presenting where we're  
16:57:23 24 at on all Hope VI sites.



16:57:26 1 MS. PHILLIPS: Thank you. Good afternoon,  
16:57:28 2 everybody. This development is very special to  
16:57:31 3 me. I started with the housing authority in  
16:57:34 4 '96, and this is the first major project that I  
16:57:37 5 had an opportunity to work with.

16:57:40 6 Many of you were here then and working  
16:57:43 7 with the development, and I certainly  
16:57:45 8 appreciate that and appreciate an opportunity  
16:57:47 9 to get back out. I don't think I have to go  
16:57:49 10 through all the details telling you about Hope  
16:57:52 11 VI because you've gone through it. And  
16:57:55 12 hopefully you enjoy your facility here.

16:57:58 13 But I will summarize some of the  
16:58:03 14 components, major components, of the housing  
16:58:05 15 authority's Hope VI program. We administer and  
16:58:09 16 assist in administering with other MHA  
16:58:12 17 departments, Ms. Partee's department, and  
16:58:15 18 Mr. Kurtz's department administering four  
16:58:19 19 grants.

16:58:19 20 Those are grants from HUD for  
16:58:24 21 redevelopment of the stressed public housing  
16:58:25 22 communities and making those communities --  
16:58:27 23 rebuilding them and making them viable once  
16:58:30 24 again and giving them social service programs





16:58:35 1 so that the residents, those that are work  
16:58:39 2 bound, become self-sufficient.

16:58:41 3 As part of the four grants, College Park,  
16:58:44 4 as you know, being the first one -- Uptown is  
16:58:47 5 the second Hope VI grant. We're about 65  
16:58:51 6 complete with that grant. We will be finished  
16:58:53 7 in December. And that grant will provide  
16:58:59 8 another 936 public housing market rate  
16:59:03 9 affordable housing units for public housing  
16:59:07 10 families and those families that want to live  
16:59:10 11 in that type of setting.

16:59:12 12 It also provides, as part of the Hope VI,  
16:59:15 13 for Uptown, for College Park, for University  
16:59:20 14 Place, which is the old Lamar Terrace, and our  
16:59:24 15 newest grant, which is Dixie Homes. We just  
16:59:27 16 received in October a 20 million-dollar Hope VI  
16:59:32 17 grant for the redevelopment of Dixie.

16:59:36 18 We will have, again, four senior only  
16:59:38 19 developments. We have found that seniors  
16:59:40 20 prefer that style of living. We were fortunate  
16:59:46 21 to have our designation plan for elderly only  
16:59:50 22 housing units. So that was an activity that  
16:59:53 23 was completed this year.

16:59:55 24 Those, again, are at Uptown and College



16:59:58 1 Park and at University Place and Latham Terrace  
17:00:00 2 for the seniors only. The third Hope VI grant,  
17:00:07 3 as I mentioned, is University Place. We are  
17:00:09 4 going to have about 491 Hope VI units, a total  
17:00:14 5 of 1600 over the next four to five years.

17:00:18 6 We have already started with -- in terms  
17:00:20 7 of demolition of the site, and we will start  
17:00:23 8 next month with the redevelopment of the first  
17:00:27 9 phase, which is that senior building. It's an  
17:00:29 10 118-unit facility. That is, again, for senior  
17:00:33 11 only housing.

17:00:34 12 And it's pretty much right around the  
17:00:37 13 corner from where you are. That's a 404-unit  
17:00:46 14 complex primarily on the Dixie Homes site. We  
17:00:49 15 have a home ownership component that's a part  
17:00:51 16 of each Hope VI site. The Dixie Homes home  
17:00:55 17 ownership component will be developed as part  
17:00:57 18 of Cleaborn Homes.

17:00:58 19 It's considered off-site, but it's  
17:01:00 20 developed on the land that we cleared that was  
17:01:04 21 part of the Cleaborn Homes site. We have a  
17:01:08 22 home ownership program that you are aware here,  
17:01:13 23 70-unit home ownership. Three to five bedroom  
17:01:16 24 units. All of those with -- we are very glad



17:01:19 1 to say are complete. They are sold, and all of  
17:01:23 2 the families have moved in.

17:01:25 3 This site is considered, you know,  
17:01:27 4 complete. It's closed out. It will be closed  
17:01:30 5 out in March of this year. So we are glad that  
17:01:34 6 that we finally got to the point of officially  
17:01:38 7 closing out -- or the point of officially  
17:01:40 8 closing out College Park.

17:01:43 9 We have -- as I mentioned, we have four  
17:01:45 10 elderly housing programs. We have four home  
17:01:47 11 ownership programs, and the last component of  
17:01:51 12 Hope VI -- major component is we continue to  
17:01:56 13 implement our self-sufficiency program. And  
17:01:58 14 that falls directly under Ms. Partee's  
17:02:01 15 department.

17:02:02 16 But it supports the efforts for the Hope  
17:02:04 17 VI redevelopment process. So that pretty much  
17:02:08 18 summarizes the activities that we have under  
17:02:10 19 the Hope VI program. It's pretty much a  
17:02:15 20 54-month process with the exception of College  
17:02:18 21 Park, which was ten years. That pretty much  
17:02:23 22 summarizes the development process for our four  
17:02:26 23 Hope VI sites.

17:02:28 24 We're on a more rigid schedule of turning



17:02:31 1 these sites around in four to five -- well,  
17:02:34 2 four and a half years. So if you all have any  
17:02:38 3 questions, I will be glad to entertain any  
17:02:41 4 questions you may have about our activities we  
17:02:44 5 are implementing for this year or in the future  
17:02:47 6 years for the Hope VI program.

17:02:50 7 RESIDENT: Where is the senior only  
17:02:51 8 building going to be?

17:02:54 9 MS. PHILLIPS: Well, currently, the only  
17:02:56 10 one that we have so far is at College Park. We  
17:03:00 11 have four other sites. Three of them are Hope  
17:03:02 12 VI sites. Lamar Terrace, the old Lamar  
17:03:07 13 Terrace -- we are going to build a senior only  
17:03:09 14 facility on that site. It has been renamed  
17:03:12 15 University Place.

17:03:13 16 You know where that is. Off Crump. The  
17:03:16 17 second facility is in this -- the third  
17:03:19 18 facility is in this area as well. It's a  
17:03:21 19 little bit west. And that's Lakeland Terrace  
17:03:24 20 that used to be the old Fowler Homes at Fourth  
17:03:29 21 and Crump. That's the third facility.

17:03:33 22 And then in the north Memphis area, which  
17:03:37 23 is Greenlaw and Manassas area -- it's part of  
17:03:41 24 Uptown, and that's the fourth facility. That





17:03:45 1 one is in the Seventh Street area.

17:03:53 2 RESIDENT: I want to ask about the Section

17:03:56 3 8. Will that be available at the old Lamar

17:03:59 4 Terrace?

17:04:02 5 MS. PHILLIPS: I'm not sure if they will

17:04:03 6 accept Section 8 vouchers. Are you asking if

17:04:06 7 you can live there if you can have a Section 8

17:04:09 8 voucher?

17:04:10 9 RESIDENT: Yes.

17:04:11 10 MS. PHILLIPS: I'm not for sure if the

17:04:13 11 management company will accept Section 8. I do

17:04:15 12 know we accept Section 8 at Uptown.

17:04:18 13 RESIDENT: Which is what?

17:04:20 14 MS. PHILLIPS: Which is metropolitan.

17:04:24 15 Greenlaw.

17:04:26 16 MS. PARTEE: Old Hurt Village.

17:04:28 17 MS. PHILLIPS: Yes. Old Hurt Village.

17:04:29 18 One of the components is a multifamily phase of

17:04:34 19 114 units. That's Metropolitan Apartments.

17:04:39 20 It's just off of Crump. And Greenlaw

17:04:40 21 Apartments accepts Section 8, and we have

17:04:43 22 Uptown Square, which has already been developed

17:04:46 23 as part of what we are considering Uptown

17:04:49 24 projects.



17:04:50 1 I can't answer what we have -- whether or  
17:04:52 2 not they will accept Section 8, but they will  
17:04:54 3 have some affordable housing units, and they  
17:04:57 4 will have public housing units.

17:05:01 5 RESIDENT: That was my interest, the  
17:05:04 6 housing units. I wanted to see if I could  
17:05:07 7 purchase a home. I'm a disabled worker. Do  
17:05:10 8 they have the homes like those right there at  
17:05:13 9 the Uptown place? Do they have those where  
17:05:16 10 people like me that's disabled can afford them?

17:05:19 11 MS. PHILLIPS: We have the seven here, of  
17:05:22 12 course, but they are all purchased. But we  
17:05:25 13 have 120 homes as part of the Uptown program,  
17:05:29 14 and we will have 68 that we're going to build,  
17:05:33 15 those 68 homes when we build as part of Lamar  
17:05:37 16 Terrace or University Place.

17:05:40 17 The Uptown neighborhoods -- those homes  
17:05:42 18 will be developed this year and probably closed  
17:05:44 19 out by the spring. I can take your name and  
17:05:48 20 number and put you in contact with the leasing  
17:05:53 21 office, the sales office for the Uptown Homes,  
17:05:56 22 and they can give you more information on what  
17:05:58 23 is required in terms of buying one of those  
17:06:02 24 homes.



17:06:02 1           But we do -- will have starting sometime  
17:06:06 2           this summer -- probably fall before we can  
17:06:10 3           start the home ownership interest program  
17:06:13 4           that's part of Dixie Homes. It's going to be a  
17:06:15 5           lease purchase program. We have not put the  
17:06:18 6           financial packets together yet to determine how  
17:06:22 7           we will administer that program, but it will be  
17:06:25 8           a lease purchase.

17:06:27 9           RESIDENT: Most of the times I find out  
17:06:31 10          about it when I read it in the paper, but I  
17:06:31 11          don't know where to go to to see about, you  
17:06:32 12          know, signing up or getting into a program to  
17:06:36 13          learn how to purchase a home, own a home.

17:06:39 14          MS. PHILLIPS: She can also contact the  
17:06:42 15          self-sufficiency program.

17:06:44 16          MS. PARTEE: Yeah. She can. What is her  
17:06:46 17          name?

17:06:47 18          MS. PHILLIPS: Okay. Do you want to give  
17:06:49 19          your name, ma'am, to the reporter?

17:06:53 20          RESIDENT: Theresa Harper.

17:07:00 21          RESIDENT: The Rice Foundation -- there is  
17:07:02 22          a nice lady named Frederica Jones. The Rise  
17:07:06 23          Foundation will help you put up the money for  
17:07:09 24          the down payment.



17:07:13 1 MS. PARTEE: Is she employed?

17:07:14 2 RESIDENT: Well, there may be some

17:07:15 3 qualifications, but talk to her about that.

17:07:17 4 There may be some ways that she can help you

17:07:20 5 over there. That's what they are there for.

17:07:21 6 MS. PHILLIPS: And you will probably be

17:07:24 7 better served if you were to call directly to

17:07:26 8 the sales office, and I don't know if you're

17:07:30 9 participating in -- again, you can call

17:07:33 10 Frederica. She should contact the housing

17:07:36 11 authority's self-sufficiency program.

17:07:39 12 MS. PARTEE: You can call me. I will give

17:07:41 13 you my number.

17:07:43 14 RESIDENT: Your name is?

17:07:45 15 MS. PARTEE: Jackie Partee.

17:07:48 16 MS. PHILLIPS: Are there any other

17:07:49 17 questions?

17:07:50 18 RESIDENT: Michael Wilburn. I'm

17:07:54 19 interested in a close location that would allow

17:07:57 20 access to swimming.

17:08:00 21 MS. PHILLIPS: Okay.

17:08:02 22 RESIDENT: And I don't know where it fits

17:08:03 23 in. But --

17:08:05 24 MS. PARTEE: Across the street.





17:08:07 1 MS. PHILLIPS: LeMoyne Owen has a pool.  
17:08:09 2 LeMoyne Owen College has a pool. You're saying  
17:08:12 3 a site that you can live that has a pool?  
17:08:14 4 RESIDENT: LeMoyne Owen College pool is  
17:08:18 5 not in service. I already checked that.  
17:08:22 6 MR. KURTZ: Uptown Village Apartments.  
17:08:23 7 MS. PHILLIPS: Uptown Village. Uptown  
17:08:27 8 Square Apartments. That is part of Uptown  
17:08:30 9 neighborhood, but that is restricted to the  
17:08:33 10 families that live there unless you're an  
17:08:37 11 invited guest. I don't know of any --  
17:08:41 12 MS. PARTEE: There is a pool at Cleaborn.  
17:08:44 13 They haven't opened it in a couple of years. I  
17:08:49 14 think they are looking at opening that park  
17:08:52 15 this year, and there is a swimming pool there.  
17:08:54 16 MS. PHILLIPS: And Bigford has a center.  
17:09:00 17 MS. PARTEE: That's far from here.  
17:09:02 18 MS. PHILLIPS: And it's a little bit -- I  
17:09:02 19 don't know where you -- do you live on site?  
17:09:04 20 RESIDENT: Yeah. I live on site.  
17:09:11 21 MS. PHILLIPS: But Bigford has one that's  
17:09:14 22 open, you know, to the public. I'm not aware  
17:09:17 23 of any that are closer by.  
17:09:21 24 MS. PARTEE: A-Sharp. They have changed



17:09:23 1 it.

17:09:27 2 MS. PHILLIPS: Oh, at the Y?

17:09:28 3 MS. PARTEE: Uh-huh. They used to have a

17:09:28 4 pool.

17:09:29 5 MS. PHILLIPS: Are you familiar with the

17:09:31 6 Y?

17:09:32 7 RESIDENT: Not familiar with any of them.

17:09:34 8 MS. PHILLIPS: A-Sharp has a pool. That's

17:09:37 9 on Lauderdale.

17:09:38 10 MR. KURTZ: Linden.

17:09:40 11 MS. PARTEE: Linden and Lauderdale.

17:09:42 12 MS. PHILLIPS: Okay. So that's two pools

17:09:45 13 for you. Are there any other questions?

17:10:00 14 MR. KURTZ: I --

17:10:01 15 RESIDENT: I was going to ask since you

17:10:03 16 said all the housing over here are taken and --

17:10:06 17 everything is fine over here. It's lovely I

17:10:09 18 have to say. And I just wanted to ask no more

17:10:14 19 applications are being given out over here?

17:10:17 20 Because a lot of people be asking me, and I

17:10:19 21 really don't know.

17:10:21 22 MS. PHILLIPS: Management can address

17:10:23 23 whether or not applications -- we have asked,

17:10:25 24 and I believe the waiting list is closed.



17:10:31 1           RESIDENT:  Actually, we started accepting  
17:10:32 2           applications the 2nd of February, Tuesday and  
17:10:36 3           Thursday.  Right now everything is on hold.

17:10:42 4           RESIDENT:  Okay.  People ask me.

17:10:44 5           MS. PHILLIPS:  We have to accommodate the  
17:10:46 6           families, some 500 families, at Dixie; and  
17:10:49 7           we're obligated to find other public housing or  
17:10:53 8           Section 8 for them.  So that's why we are  
17:10:55 9           reserving as many public housing units as  
17:10:58 10          possible to accommodate those families.

17:11:06 11          Okay.  If there are no more questions, I  
17:11:09 12          will turn it back over to Mr. Kurtz.

17:11:11 13          MR. KURTZ:  Thank you, Luretha.  I'm going  
17:11:14 14          to cover the capital improvements activities.  
17:11:19 15          Let me say out front we have three major areas  
17:11:22 16          or initiatives that cover all the developments.

17:11:26 17          The first is a physical needs assessment,  
17:11:27 18          but that will entail our consultants coming out  
17:11:31 19          and looking at all the structures and  
17:11:34 20          facilities and saying, well, you need this and  
17:11:37 21          you need that and tabulate it all, and that  
17:11:40 22          will give us an idea of how to help plan for  
17:11:43 23          future activities.

17:11:45 24          One other aspect of that physical needs



17:11:47 1 assessment is the seismic analysis that we're  
17:11:51 2 going to conduct on all of our high rise  
17:11:54 3 buildings, not affecting this building here.  
17:11:58 4 As some of you know, our four high rises are  
17:12:00 5 anywhere from 11 to 14 stories. They were  
17:12:02 6 built 35 years ago.

17:12:05 7 The building construction codes were  
17:12:07 8 different then than what they are now. And our  
17:12:14 9 location on the New Madrid fault gives us  
17:12:14 10 reason for concern. Since these are federally  
17:12:17 11 funded buildings, if we were going to expend a  
17:12:22 12 significant amount of money in renovation, we  
17:12:25 13 need to take a look at what the implications or  
17:12:29 14 cost would be to make that better able to stand  
17:12:31 15 in an earthquake.

17:12:33 16 We're going to see how that goes over the  
17:12:35 17 next year. We also are conducting an energy  
17:12:38 18 audit at our public housing sites. To be  
17:12:43 19 included within that is a utility allowance  
17:12:46 20 study. We just recently decided after some  
17:12:51 21 discussion we're going to be doing a separate  
17:12:54 22 in-house utility allowance study at privately  
17:12:58 23 managed sites. That was a new change.

17:13:01 24 What that is going to entail is us looking





17:13:04 1 at the utility consumption over the last three  
17:13:07 2 years under the utility allowance study and  
17:13:10 3 then making a determination on what those rates  
17:13:13 4 are on individual residents, the bills for that  
17:13:17 5 utility allowance. It's a public process.

17:13:19 6 And the utility allowance in that we get  
17:13:23 7 the put, we analyze it, and we put it out for  
17:13:26 8 public comment for 60 days, and then we take it  
17:13:29 9 to the housing authority board for their  
17:13:32 10 review, approval, and implementation. That  
17:13:34 11 will happen sometime in the May, June,  
17:13:36 12 timeframe this year.

17:13:37 13 The energy audit is a little bit  
17:13:40 14 different. It's a five year -- every five-year  
17:13:44 15 requirement from HUD that we conduct an energy  
17:13:46 16 audit. Thankfully, a place like this was  
17:13:50 17 designed with the most recent energy code  
17:13:56 18 requirements. And all of our single family  
17:13:58 19 construction that we started last year is being  
17:14:00 20 built in accordance with MLG&W.

17:14:04 21 So we invest a little bit more money up  
17:14:07 22 front in the building, but we see a lower  
17:14:09 23 utility rate and we get a better pay back of  
17:14:12 24 that investment. That's a good thing. Lastly,



17:14:15 1 Luretha mentioned senior centers. We have four  
17:14:21 2 designated. This is the only one currently  
17:14:23 3 operational.

17:14:24 4 We have broken ground at Latham Terrace,  
17:14:27 5 which is that 80-unit senior building at Fourth  
17:14:33 6 and Crump. Our development partners are taking  
17:14:33 7 a lead on that. Occupancy and lease-up should  
17:14:38 8 start somewhere in the fall of 2006.

17:14:43 9 We have other development partners who are  
17:14:45 10 working site preparations at University Place.  
17:14:48 11 And Luretha mentioned the Uptown. I'm going to  
17:14:51 12 go ahead now and cover the other activities at  
17:14:55 13 all the other sites.

17:14:56 14 I will say that we do not have any specific  
17:14:59 15 capital improvement investments that we intend  
17:15:01 16 to do at the College Park area this year.  
17:15:03 17 There is nothing in the plan. We don't see any  
17:15:06 18 major glaring deficiencies that need repair.  
17:15:09 19 That's a good thing. We have got some other  
17:15:12 20 challenges at other locations.

17:15:14 21 First of all, let me talk about University  
17:15:16 22 Place. Aside from the reconstruction efforts  
17:15:19 23 that has already been talked about, we continue  
17:15:21 24 to do the demolition of all of those old



17:15:24 1 industrial sites on Crump Boulevard. We have a  
17:15:27 2 contract or currently tearing down the old  
17:15:29 3 Baptist rehab hospital. We are probably about  
17:15:33 4 40 percent done.

17:15:34 5 We have another contractor who is going to  
17:15:36 6 demolish the rest of that site. Another  
17:15:39 7 contractor who is tearing down the former  
17:15:41 8 Memphis Furniture Factory. That was behind  
17:15:45 9 Baptist hospital. We have already torn down  
17:15:47 10 the old Big A Auto Parts warehouse that was  
17:15:50 11 just south of Crump between Dudley and East  
17:15:54 12 Street.

17:15:55 13 I'm trying to think of all the other --  
17:15:57 14 these are all the demolition activities that we  
17:15:59 15 have underway right now. As we finish those,  
17:16:02 16 we are awaiting the final acquisitions of some  
17:16:05 17 other properties on either side of Lamar  
17:16:06 18 Terrace. Once those purchases are done, we  
17:16:10 19 will finish the demolition of those, and turn  
17:16:13 20 all the land over to our development partners  
17:16:16 21 for each of those phases of University Place  
17:16:19 22 that Luretha mentioned.

17:16:21 23 That's going to be a good thing. That's  
17:16:22 24 going to require a lot of our effort over the



17:16:25 1 next year. Foote Homes is another site not too  
17:16:26 2 far from here. We have no plans for capital  
17:16:31 3 investment there. Some of you may recall we  
17:16:34 4 did spend significant money about five years  
17:16:36 5 ago and completed five years a major renovation  
17:16:42 6 of Foote Homes.

17:16:43 7 Dixie Homes is going to be a major effort  
17:16:44 8 of the housing authority over the next four  
17:16:49 9 years. The first year is going to be critical  
17:16:50 10 because it focuses on taking care of the  
17:16:56 11 residents that are currently occupying the  
17:16:58 12 site. We have a plan that's been developed to  
17:17:01 13 relocate all the residents with our hope of  
17:17:04 14 having everything completed by the end of this  
17:17:07 15 calendar year.

17:17:08 16 We have structured the plan so that we are  
17:17:11 17 focused initially on those residents who do not  
17:17:15 18 have school age children. Once the school year  
17:17:17 19 ends, we will make our priority to those  
17:17:20 20 families with children so that they can be  
17:17:23 21 relocated in new housing prior to the start of  
17:17:26 22 the next school year.

17:17:28 23 After that is done, we will re-emphasize  
17:17:31 24 those residents who do not have children, and





17:17:35 1 we will complete the relocation effort. The  
17:17:40 2 relocation will be either through Section 8  
17:17:42 3 vouchers, or it will be through existing public  
17:17:45 4 housing for those individuals who choose.  
17:17:47 5 Otherwise, they can leave the public housing  
17:17:50 6 program.

17:17:53 7 Okay. I do with one building that I'm  
17:17:55 8 going to demolish at Dixie Homes before we  
17:17:58 9 start the whole big tear down. We had a fire  
17:18:01 10 over there. I finally am just able to get the  
17:18:05 11 money worked out and approval from HUD to tear  
17:18:07 12 it down. So it's one of those kind of things.

17:18:11 13 If you can believe me, but it takes almost  
17:18:14 14 a year just to get approval to tear down a  
17:18:17 15 single building.

17:18:18 16 MS. PARTEE: It seems like it's been two  
17:18:20 17 years that it burned.

17:18:22 18 MR. KURTZ: Yes, it is. But we got that  
17:18:24 19 finally. Let me talk about New Chicago.  
17:18:29 20 That's on the north side of town. We are  
17:18:31 21 looking at that as our replacement site for the  
17:18:35 22 former Oates Manor. Some of you may remember  
17:18:38 23 Oates Manor. We have demolished that site.  
17:18:42 24 Memphis city schools has taken possession of



17:18:44 1 that property.

17:18:45 2 They intend to build a new Manassas High  
17:18:49 3 school on that site. Several months ago, they  
17:18:52 4 had ground breaking on the land. I don't know  
17:18:54 5 what their timeline is for construction of the  
17:18:57 6 new high school. We are currently working to  
17:19:00 7 finish acquisition, purchase some property on  
17:19:03 8 Firestone Avenue just a little bit east of the  
17:19:06 9 existing Manassas high school where we will  
17:19:10 10 build about 120 to 150 new housing units.

17:19:18 11 That will be our Hope VI application site  
17:19:18 12 if HUD puts out a notice that you can apply for  
17:19:22 13 more funds for redevelopment. We don't have  
17:19:25 14 any residents to relocate at this point up  
17:19:27 15 there because we are buying former industrial  
17:19:33 16 property.

17:19:33 17 We will take all of that down and demolish  
17:19:35 18 it, clean it up; and then we will start the  
17:19:38 19 rebuilding process. That will be the first  
17:19:40 20 phase of our construction effort of New  
17:19:43 21 Chicago. The second phase will be just south  
17:19:45 22 of that several years from now.

17:19:47 23 The last phase would entail our taking  
17:19:50 24 possession of the existing Manassas High



17:19:54 1 school, assuming the new high school is built.  
17:19:57 2 And then we would demolish the old and turn the  
17:20:00 3 land back to the City of Memphis where they  
17:20:02 4 intend to put a new police precinct. We will  
17:20:05 5 see how that all comes together.

17:20:08 6 You all probably read the payments more  
17:20:10 7 than I do. And you get an idea where the city  
17:20:13 8 funding streams are, and that has an impact on  
17:20:16 9 when we can do some of the things that we plan  
17:20:18 10 to do. Cleaborn Homes is just up the street  
17:20:22 11 here.

17:20:23 12 We will be repairing about 55 units of  
17:20:26 13 family housing in that site. That will be made  
17:20:30 14 available through the summertime to support the  
17:20:33 15 relocation of the residents from Dixie Homes.  
17:20:36 16 Got a fire damage building there. Believe it  
17:20:38 17 or not, I put it out to bid, and people wanted  
17:20:41 18 us to pay them three times what it would cost  
17:20:46 19 normally. So I said forget it.

17:20:49 20 We will do it again. I think they just  
17:20:51 21 said, well, let's see whether they are willing  
17:20:55 22 to bite on it. We are not willing to. We will  
17:20:57 23 try that again. We have to replace the roof at  
17:20:59 24 the central office. We need to do some repairs



17:21:02 1 on there.

17:21:03 2 That's covered -- the way HUD works, that  
17:21:05 3 is covered under the Cleaborn Homes site. I do  
17:21:09 4 have one project that we are finishing. It's a  
17:21:12 5 carry-over from last year. Site improvements,  
17:21:16 6 landscaping. You can imagine trying to do that  
17:21:18 7 through the wintertime.

17:21:20 8 We didn't want to put in plants and trees  
17:21:23 9 and sod and seed and then it all get wasted; so  
17:21:26 10 we suspended the contract, and we will start  
17:21:29 11 that back up again in the spring when it's  
17:21:32 12 better for that. Luretha mentioned the other  
17:21:38 13 portion of Cleaborn Homes.

17:21:38 14 And this is really an exciting part for  
17:21:41 15 us. We will be building 30 additional for-sale  
17:21:45 16 homes at Cleaborn T-N 111. It's an area that's  
17:21:49 17 just south of Georgia Avenue right at the  
17:21:51 18 corner of Georgia and Mckinley. We will build  
17:21:55 19 30 homes there starting sometime late this  
17:21:57 20 year. And we will make them available to  
17:22:01 21 either purchase outright or under a lease to  
17:22:03 22 purchase arrangement.

17:22:05 23 We haven't worked out all the financing  
17:22:07 24 details on how that is going to work yet. Some





17:22:09 1 of you may know we did build 25 brand new  
17:22:13 2 rental -- family rental units at Askew Place on  
17:22:17 3 the north side of Georgia Avenue between  
17:22:19 4 Mckinley and Orleans, a very nice looking site.

17:22:23 5 All of the residents that were in there  
17:22:25 6 have been going through self-sufficiency  
17:22:28 7 training. They have been working with the Rise  
17:22:31 8 Foundation. They are working on their credit  
17:22:34 9 worthiness. We are hoping as we complete our  
17:22:37 10 new construction of homes for sale across the  
17:22:40 11 street, those residents who have obtained a  
17:22:43 12 measure of self-sufficiency with enough capital  
17:22:46 13 for that down payment will be able to stay in  
17:22:51 14 the neighborhood.

17:22:51 15 Some of them have expressed that design  
17:22:54 16 desire. They want to say in the same school,  
17:22:57 17 their neighbors. They know the area. We think  
17:23:00 18 that's a great thing. We are going to have  
17:23:02 19 houses ready for occupancy and hopefully expand  
17:23:06 20 on what we have already started on that change  
17:23:08 21 to the Cleaborn Homes area making rental  
17:23:11 22 housing and home ownership a reality.

17:23:16 23 Okay. Fowler Homes -- that was mentioned  
17:23:19 24 earlier. That's where we're building Latham



17:23:21 1 Terrace. That's in construction now. Also, on  
17:23:25 2 the same general area, just south of the Latham  
17:23:29 3 Terrace senior building, we are going to build  
17:23:33 4 40 additional public housing units.

17:23:36 5 So it will be 24 single family rental  
17:23:39 6 homes. There will also be four apartment  
17:23:41 7 buildings, four units in each of those  
17:23:44 8 apartments, and a total of 40 public housing  
17:23:47 9 units. That will be an exciting site as well.  
17:23:50 10 Adjacent to the Church of God and Christ  
17:23:53 11 headquarters, we think that's going to be  
17:23:55 12 another great site.

17:24:00 13 I will talk briefly about the high rises.  
17:24:03 14 Barry Towers -- we have some work to do to  
17:24:05 15 repair the condensate system on the exterior of  
17:24:08 16 that building. We will be looking at -- maybe  
17:24:10 17 looking at some fencing and some lighting, but  
17:24:12 18 not a whole lot of significant renovations.

17:24:14 19 We mentioned before we are going to do a  
17:24:16 20 physical needs assessment. Part of that is  
17:24:19 21 that seismic analysis and earthquake analysis.  
17:24:23 22 We have been doing that for our old high rises.  
17:24:28 23 Barry, Venson, Jefferson, Borda -- all the same  
17:24:31 24 treatment. Okay. Seismic evaluations.



17:24:35 1 Graves Manor. Graves Manor is in  
17:24:36 2 southwest Memphis and is a site that's  
17:24:40 3 currently vacant. We have applied -- are  
17:24:42 4 applying to HUD for permission to demolish that  
17:24:46 5 site. Our intention is to rebuild on site with  
17:24:49 6 another senior center, more rental housing, and  
17:24:53 7 more multifamily rental.

17:24:56 8 We got a market study under way to see how  
17:24:58 9 that would work. Walter Simmons -- some of you  
17:25:05 10 may be familiar with Walter Simmons. We had a  
17:25:09 11 bid from the City of Memphis to purchase that  
17:25:12 12 property. They have withdrawn their bid. We  
17:25:15 13 are now going to re-advertise that for public  
17:25:20 14 sale.

17:25:22 15 Horn Lake. Some of you may remember Horn  
17:25:24 16 Lake sites in southwest Memphis. We are  
17:25:27 17 looking at probably about two to three years  
17:25:30 18 out to do the new construction there. We are  
17:25:34 19 either going to put a 90 to 100-unit  
17:25:38 20 development or possibly another senior center  
17:25:40 21 on that site.

17:25:42 22 Montgomery Plaza on South Parkway -- we  
17:25:43 23 will be designing for and implementing drainage  
17:25:47 24 improvements on that site. We have had a lot



17:25:50 1 of rain this winter. We really noticed that  
17:25:54 2 the site needs a lot of work in terms of the  
17:25:56 3 drainage. The office building needs a new roof  
17:25:59 4 there too. So we will take care of that.

17:26:02 5 Ford Road. Ford Road is another exciting  
17:26:05 6 revitalization site that we will be hopefully  
17:26:08 7 kicking off this fall. We have low income  
17:26:13 8 housing tax credits. We will be building 72 --  
17:26:16 9 72 units of housing there and 36 duplex  
17:26:19 10 buildings. 36 of the units or half of the site  
17:26:23 11 will be public housing. And we expect to  
17:26:26 12 submit the application to HUD for approval of  
17:26:28 13 this project sometime in the summer.

17:26:32 14 Cypresswood is another site where we  
17:26:35 15 already demolished. We have plans ready to  
17:26:38 16 build up to 142 units, depending on the  
17:26:44 17 financing. We may have to cut back and only  
17:26:46 18 build 120 or so. We expect to apply for low  
17:26:51 19 income housing tax credits for this site. That  
17:26:54 20 will be one of the major sources of funding.

17:26:56 21 I would like to address two properties  
17:26:58 22 together. Texas Courts and Alabama Plaza.  
17:27:01 23 Both of those are fairly small sites. Each of  
17:27:04 24 those is closed now with no residents. Texas





17:27:08 1 Courts -- we have already applied to HUD for  
17:27:10 2 permission to sell that.

17:27:12 3 Alabama Plaza -- we are in the process of  
17:27:14 4 developing our application to HUD for  
17:27:17 5 permission to sell that site. The last site I  
17:27:21 6 want to mention is Crockett Place Apartments.  
17:27:23 7 Some of you may recall Hawkins Mill is a site  
17:27:28 8 we had in north Memphis in the Frayser area  
17:27:29 9 across from Crockett Park.

17:27:31 10 We demolished it and disposed of the land.  
17:27:34 11 The developer has built back on that site an  
17:27:38 12 84-unit apartment complex. While they were  
17:27:41 13 doing the construction, we submitted an  
17:27:44 14 application to HUD and obtained approval to put  
17:27:47 15 26 public housing units into that development.  
17:27:51 16 That property is leasing up as we speak.  
17:27:54 17 People are encouraged to put their applications  
17:27:56 18 in up there if they want to move to that area  
17:27:59 19 of town.

17:28:01 20 The last thing I want to mention is  
17:28:03 21 acquisitions. We did talk about the long  
17:28:06 22 waiting list. The housing authority is looking  
17:28:10 23 for other properties that might be -- that soon  
17:28:14 24 are affordable housing market. So we have an



17:28:17 1 open solicitation, ask any owners out there if  
17:28:22 2 think want to sell their property. We are  
17:28:26 3 taking a look at that.

17:28:27 4 We do have one owner who has submitted a  
17:28:30 5 proposal. We have started the review of that  
17:28:32 6 right now. We will look for other  
17:28:34 7 opportunities as they become available to be  
17:28:37 8 able to increase the number of public housing  
17:28:40 9 units that might be made available.

17:28:45 10 Okay. That's a general and quick overview  
17:28:48 11 of all of our activities. I appreciate  
17:28:50 12 everybody's patience. Do you have any  
17:28:54 13 questions on any of this?

17:28:55 14 RESIDENT: Sir, I had gotten some  
17:29:02 15 information over the radio. And I was told  
17:29:02 16 that there was a new national policy concerning  
17:29:04 17 railroad crossings, that if they had the  
17:29:08 18 correct type of arm bar that the railroad  
17:29:12 19 trains would not have to blow their horns  
17:29:15 20 within the cities or counties. HUD is not  
17:29:17 21 concerned with that or --

17:29:22 22 RESIDENT: I'm not familiar with that new  
17:29:24 23 law or regulation. What I do know is that,  
17:29:28 24 when HUD reviews our plans for any type of new



17:29:33 1 development, there is a noise evaluation that  
17:29:36 2 has to be conducted. So we take into account  
17:29:40 3 the proximity of any new construction site  
17:29:43 4 to -- whether it's railroad tracks, an  
17:29:47 5 interstate highway, and we have to adjust  
17:29:51 6 accordingly and -- the type of construction  
17:29:52 7 that's used to minimize the impact of that  
17:29:54 8 noise.

17:29:56 9 RESIDENT: If you will mention that --  
17:30:00 10 You're probably not the only resident that the  
17:30:09 11 train wakes up at night. So will you try to  
17:30:11 12 address that?

17:30:12 13 MR. KURTZ: That's not the Norfolk  
17:30:14 14 Southern line, is it?

17:30:14 15 RESIDENT: I don't know.

17:30:16 16 MR. KURTZ: I have to look at map and see  
17:30:18 17 which railroad. We have lots of -- we have  
17:30:23 18 lots of contact was the railroad.

17:30:25 19 RESIDENT: Yeah. We can at least give  
17:30:27 20 them a call, discuss it. Doesn't mean anything  
17:30:29 21 will happen. We have a hard enough time trying  
17:30:32 22 to get them to clean up.

17:30:34 23 MR. KURTZ: We had a same particular  
17:30:35 24 situation at the University Place area. We are



17:30:38 1 working with Norfolk Southern. There is one  
17:30:38 2 little spur line that runs all the way up to  
17:30:43 3 the Commercial Appeal. And we have had minimal  
17:30:47 4 contact.

17:30:47 5 It took us about -- I don't know. Almost  
17:30:50 6 a year to get them to remove this very huge  
17:30:52 7 pile of old abandoned railroad ties. But I --  
17:30:58 8 what I will do is I will look on the map to see  
17:30:59 9 if we can determine who owns the right-of-way,  
17:31:02 10 and we can pass the name on to the railroad  
17:31:05 11 here in town and maybe be able to get  
17:31:08 12 clarification on that.

17:31:09 13 RESIDENT: Mention that to Sandra, and we  
17:31:12 14 will give them a call.

17:31:13 15 RESIDENT: I was really concerned about  
17:31:17 16 the train coming. I live in a three bedroom  
17:31:20 17 townhouse. I'm getting a crack in my stairwell  
17:31:25 18 from the vibration.

17:31:29 19 RESIDENT: Have you recorded it?

17:31:30 20 RESIDENT: I just saw it the other way.

17:31:37 21 RESIDENT: Okay. Report it to us, and we  
17:31:37 22 will have somebody take a look at it.

17:31:37 23 RESIDENT: I'm trying to help my niece get  
17:31:38 24 into a place. She's 20. She's in college, and





17:31:42 1 she's working. I was wondering about the  
17:31:45 2 criteria for her to get into -- at least the  
17:31:47 3 Crockett Place over there you mentioned, the 26  
17:31:50 4 unit you just mentioned a minute ago. Is it a  
17:31:54 5 good idea for me to tell her to try to get into  
17:31:56 6 there?

17:31:58 7 MR. KURTZ: Well, that is a site based  
17:32:00 8 waiting list. So she can always go to the  
17:32:03 9 management office there and put in an  
17:32:06 10 application.

17:32:08 11 MS. PARTEE: Ambassador.

17:32:10 12 MR. KURTZ: Ambassador Management. Are  
17:32:13 13 they accepting applications downtown?

17:32:15 14 MS. PARTEE: They probably are.

17:32:15 15 MR. KURTZ: Their office is at 11 South  
17:32:17 16 Orleans.

17:32:19 17 MS. PARTEE: Right.

17:32:19 18 MR. KURTZ: The Ambassador Management  
17:32:22 19 Company. And they are the ones that are  
17:32:25 20 running that particular site. Okay.

17:32:29 21 Are there any other questions? Jackie, do  
17:32:33 22 you want to touch base on a couple of issues  
17:32:37 23 that we have been --

17:32:39 24 MS. PARTEE: Since they make me come to



17:32:41 1 these meetings, how is everybody? You all  
17:32:47 2 doing fine? I think everyone in here is 62  
17:32:54 3 years old. Is that right? Except two or three  
17:32:59 4 people.

17:32:59 5 So if you're 62 and above, it doesn't  
17:33:02 6 apply to you, and it has to do with the -- the  
17:33:05 7 work requirement that we have now for public  
17:33:10 8 housing. That is, if you're not 62 and above,  
17:33:14 9 if you're not disabled, you must work.

17:33:18 10 And if you're not working, in order for us  
17:33:21 11 to be able to renew your lease, you must  
17:33:25 12 perform eight hours of community service every  
17:33:28 13 month. And saying you're disabled doesn't say  
17:33:33 14 that you can't work if you're younger than 62.

17:33:38 15 So that means you would need to bring a  
17:33:40 16 doctor statement in saying you're unable to  
17:33:44 17 work and perform community service hours. I  
17:33:47 18 have a list in my office now of almost 300  
17:33:52 19 residents who have not recorded that either  
17:33:55 20 they are working, that they are exempt, or that  
17:33:59 21 they are performing community service hours.

17:34:01 22 And this is a mandate that HUD gave us two  
17:34:03 23 years ago. It's a law, a statutory law, which  
17:34:08 24 means there's nothing we can do about it. But



17:34:11 1 we cannot renew your lease either. If you're  
17:34:14 2 not performing those community service hours,  
17:34:16 3 we cannot renew your lease. And you had two  
17:34:21 4 years to do it. This is the third year.

17:34:28 5 So I don't think it applies to a lot of  
17:34:28 6 people in here. But that's a part of the  
17:34:29 7 presentation that they make me make.

17:34:34 8 So you have a doctor statement you're  
17:34:39 9 unable to work because you're disabled?

17:34:41 10 RESIDENT: Uh-huh.

17:34:42 11 MS. PARTEE: You do.

17:34:43 12 RESIDENT: Uh-huh. I've been told in the  
17:34:45 13 office that I was exempt. If it's not to my  
17:34:47 14 understanding that I've been mislead, but I'm  
17:34:51 15 exempt. I have arthritis in my spine.

17:34:54 16 MS. PARTEE: And you've brought in  
17:34:55 17 documentation from a doctor.

17:34:57 18 RESIDENT: I've signed that I was  
17:34:59 19 exempted, yes.

17:35:01 20 MS. PARTEE: Okay. All right. Thank you.

17:35:04 21 MR. KURTZ: Okay. Well, I appreciate,  
17:35:07 22 Jackie, your work, and I appreciate that quick  
17:35:10 23 summary.

17:35:10 24 Are there any questions of any of us?



17:35:13 1 Well, again, I want to thank you all for  
17:35:16 2 coming. Remember we do encourage you to  
17:35:19 3 provide input, give it to us in writing,  
17:35:22 4 please, address it to the executive director.  
17:35:25 5 March 21st is the public board -- public  
17:35:29 6 hearing at the housing authority.

17:35:31 7 And March 30 will be the board meeting for  
17:35:34 8 approval of the plan. Yes, ma'am.

17:35:36 9 RESIDENT: I was late coming in; so I know  
17:35:38 10 I did not find out much. But do you have any  
17:35:42 11 information that is written that I can have.

17:35:44 12 MR. KURTZ: Very good question. I'm glad  
17:35:46 13 you asked. We have right here, if you would  
17:35:49 14 like to have it, an extra copy of the five-year  
17:35:52 15 annual plan. I will be happy to give this  
17:35:56 16 personally to you.

17:35:57 17 MS. PARTEE: And share it.

17:35:58 18 MR. KURTZ: And share it, yes. There's  
17:36:00 19 another copy in the management office. Okay.  
17:36:03 20 Well, thank you again. Thank you for the  
17:36:05 21 hospitality too. Appreciate that.

17:36:10 22 MS. PARTEE: Let me ask you all one  
17:36:12 23 question particularly those of you that live in  
17:36:14 24 this building. Do you all remember the





17:36:17 1 creative aging activities that you had? Well,  
17:36:19 2 I'm going to get the list of what the  
17:36:22 3 activities are, let Angie see them.

17:36:24 4 She will have a meeting with you all to  
17:36:27 5 decide which programs you all want over here.  
17:36:30 6 Okay. So come to the meeting so we don't  
17:36:33 7 decide for you because I know you all like to  
17:36:37 8 have a good time sitting up here eating and  
17:36:40 9 drinking. Nobody else had eating and drinking  
17:36:43 10 at their meetings.

17:36:45 11 MR. KURTZ: Only College Park.

17:36:46 12 MS. PARTEE: Only College Park.

17:36:46 13

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## C E R T I F I C A T E

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STATE OF TENNESSEE:

17:36:46 5

COUNTY OF SHELBY:

17:36:46 6

17:36:46 7 I, TAKIYAH SANDERS, Certified Shorthand  
 17:36:46 8 Reporter and Notary Public at Large for the State of  
 17:36:46 9 Tennessee, do hereby certify that I reported in  
 17:36:46 10 machine shorthand the above-captioned proceedings.

17:36:46 9

17:36:46 10 I HEREBY CERTIFY that the foregoing pages  
 17:36:46 11 contain a full, true, and correct transcript of my  
 17:36:46 12 said Stenotype notes then and there taken.

17:36:46 11

17:36:46 12 I FURTHER CERTIFY that I am not an  
 17:36:46 13 attorney or counsel of any of the parties, nor a  
 17:36:46 14 relative or employee of any of the parties, nor am I  
 17:36:46 15 a relative or employee of any attorney or counsel  
 17:36:46 16 connected with the action, nor am I financially  
 17:36:46 17 interested in the action.

17:36:46 14

17:36:46 15 I FURTHER CERTIFY that in order for this  
 17:36:46 16 document to be authentic and genuine, it must bear  
 17:36:46 17 my original signature and my embossed notarial seal  
 17:36:46 18 and that any reproduction in whole or in part of  
 17:36:46 19 this document is not allowed or condoned and that  
 17:36:46 20 such reproductions should be deemed a forgery.

17:36:46 18

17:36:46 19 THEREFORE, witness my hand and my official  
 17:36:46 20 seal in the State of Tennessee on  
 17:36:46 21 \_\_\_\_\_, 2006.

17:36:46 20

17:36:46 21

17:36:46 22 \_\_\_\_\_  
 17:36:46 23 TAKIYAH F. SANDERS, CSR, RPR  
 17:36:46 24 Notary Public at Large  
 My Commission Expires:  
 October 30, 2006

17:36:46 23

24



1 MEMPHIS HOUSING AUTHORITY ANNUAL FIVE YEAR PLAN

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SITE: MONTGOMERY PLAZA

10

DECEMBER 10, 2006

11

10:00 A.M.

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14

PRESENT FROM MEMPHIS HOUSING AUTHORITY:

15

ROBERT KURTZ

16

YVETTE CAMEL-SMITH

17

JACKIE PARTEE

18

19

20

21

22

L. BRITTINY MAYS, COURT REPORTER

23

ALPHA REPORTING CORPORATION

100 NORTH MAIN BUILDING, LOBBY

MEMPHIS, TENNESSEE 38103

24

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1           RESIDENT PRESIDENT, MONTGOMERY PLAZA: I'm  
2 going to say good morning. To everyone this  
3 morning, I am happy to see y'all here. I'm  
4 just going to say a prayer and give it to a  
5 speaker on this floor. And I don't know what  
6 to handle because all of them have a 2-day  
7 notice on this meeting, supposed to be here at  
8 10:00 o'clock. And I'm not going to be long  
9 (sic) the time. I am sorry that they're not  
10 here like they're supported because some of  
11 them is being called here, being called. We  
12 know it's very important, and y'all's time is  
13 important, but I want y'all to know that I'm  
14 happy to see y'all this morning.

15           And y'all take it with y'all this morning  
16 the scripture in Psalm 121 and the Psalm that  
17 he cares for us this morning. And I'm going to  
18 lead you in prayer, but if you lead yourself in  
19 prayer, then you can make it and everything  
20 will work out.

21           This morning, eternal God, we come to you.  
22 We come to you, eternal God, with thanksgiving  
23 and praise. Eternal God, we come thanking you  
24 through our last night. While we slept

1           unconscious in this world and woke us up on  
2           time and started us on our right mind this  
3           morning. Eternal God, we thank you for the  
4           food and shelter that you provide for us  
5           every -- the breakfast table. Eternal God, we  
6           thank you for health and strength. We thank  
7           you, Eternal God, for a mind to stay in power  
8           with you today.

9           Eternal God, we thank you for the people  
10          that come to represent us and let us know on  
11          the five-year plan, Eternal God. We thank them  
12          for being present to let us know what the score  
13          are. We still asking you to lead and guide us  
14          and look on our resident counsel -- city-wide  
15          counsel that come to work with us on the issue.

16          Eternal God, we ask you to bless us --  
17          that thing -- wake our spirit. Eternal God, as  
18          we close out this morning, let us close out  
19          with harmony and peace and joy and solve the  
20          problems that we're going about to solve.

21          Eternal God, when it's all over here, we  
22          ask you to stay with each one of the members  
23          and the ones that are counseling and the ones  
24          working with the five-year plan. Eternal God,

1           you knows what's best for us. You know what we  
2           need better than we know ourselves.

3                     And then as we close, we ask you to guide  
4           us back down the highway safe and sound.  
5           Father, as I close, just continue to bless us.  
6           For Christ's sake, amen.

7                     At this time I will not take anymore of  
8           your time. We give the floor to the speaker of  
9           the house, and may God forever bless you.

10                    MR. KURTZ: Thank you. I appreciate that.  
11           Good morning, everybody.

12                    FEMALE RESIDENT, MONTGOMERY PLAZA: Good  
13           morning.

14                    MR. KURTZ: My name is Bob Kurtz. I am  
15           the --

16                    MS. PIPKIN: Speak a little louder --

17                    MR. KURTZ: Okay.

18                    MS. PIPKIN: -- so we can hear.

19                    MR. KURTZ: I am Bob Kurtz from the  
20           Memphis Housing Authority, capital improvements  
21           department. I'm delighted to be here again  
22           this year to talk about the annual plan and the  
23           five-year plan. Every year we come to each of  
24           the developments and inform the residents of



1           those projects and proposals that are in the  
2           annual plan.

3                   We solicit your -- we want your comments.  
4           We would like to have your comments. Take a  
5           look at the plan. See what it says, see what  
6           kind of changes you think needs to be made,  
7           what kind of input you want. We would like to  
8           see your comments in writing. You can give  
9           them to Ms. Jackson, the management office, or  
10          you can bring them to the central office. Your  
11          comments should be addressed to the executive  
12          director of the Memphis Housing Authority.

13                   We are in a public comment period for this  
14          plan that was issued February 1st, and the  
15          public comment period closes on March 19th.  
16          This is our 9th of 10 public hearings at each  
17          of the developments and we will be having  
18          another public hearing on the 21st of March  
19          at nine o'clock at the housing authority. That  
20          will give you, other residents, and as well as  
21          the general public the opportunity to come in  
22          and list their comments for us. We will take  
23          everybody's comments. We will consider those  
24          and make whatever adjustments are necessary to

1 the plan.

2 Ultimately, the plan will be presented to  
3 the Memphis Housing Authority Board of  
4 Commissioners on the 30th of March.  
5 Subsequent to that, we'll send it onto HUD, HUD  
6 has 75 days to review it, and hopefully approve  
7 it. The plan is supposed to be implemented  
8 effective the first of July.

9 Here today with me is our deputy executive  
10 director and the general counsel of the housing  
11 authority, Ms. Yvette Camel-Smith. She's going  
12 to give you an overview of the plan.

13 Ms. Partee, Jackie Partee, is on her way.  
14 She has a few things that she wants to discuss  
15 with everybody.

16 I will be presenting an overview of all  
17 the major construction we have underway  
18 throughout the city, and I'll focus it  
19 initially on what's going to happen here at  
20 Montgomery Plaza.

21 Ms. Smith.

22 MS. CAMEL-SMITH: Good morning.

23 FEMALE RESIDENT, MONTGOMERY PLAZA: Good  
24 morning.

1           MS. CAMEL-SMITH: My name is Yvette  
2 Camel-Smith. I'm also know as -- or better  
3 known as the general counsel. I'd like to  
4 welcome you guys this morning. On behalf our  
5 executive director, Mr. Robert Lipscomb, we  
6 welcome each of you to the hearing. For the  
7 residents accounted and present, we are  
8 delighted that each of you came, and we ask  
9 that you participate in our planning process  
10 for our five-year annual plan.

11           I'll begin this morning by going over the  
12 housing authority's vision statement, as well  
13 as the mission statement. Our vision statement  
14 includes the following: To become a national  
15 model in the community revitalization efforts.  
16 Our mission includes to drive community  
17 revitalization through a seamless system of  
18 supportive services, affordable housing, and  
19 new business development.

20           I'm going to just outline for you the  
21 goals of the housing authority. There are  
22 approximately four goals of the housing  
23 authority. They include increasing the  
24 availability of decent, safe, and affordable

1 housing, improving community quality of life  
2 and economic vitality, promoting  
3 self-sufficiency, and asset development of  
4 families and individuals, as well as insuring  
5 equal opportunity in housing for all Americans.

6 Within the annual plan consists of a  
7 document called an executive summary. Within  
8 that executive summary, our director outlines  
9 exactly what we will be emphasizing and what we  
10 will be looking at within that document. Those  
11 items include: Replacing obsolete public  
12 housing stock, guaranteed housing for current  
13 residents, mobility concerns to train  
14 residents, renovation of viable family housing,  
15 senior disabled development, reducing the  
16 vacancy rate, site-based professional  
17 management, coordinated case management,  
18 increased job opportunities, and promoting  
19 again self-sufficiency.

20 All housing needs, currently we have a  
21 waiting -- a Section 8 waiting list consisting  
22 of 2900 family. Our public housing waiting  
23 list is approximately a little over 10,000.

24 You may or may not be aware of the close

1 -- but the waiting list have, in fact, been  
2 closed. They are closed for two primary  
3 reasons. Primarily because, as you may or may  
4 not know, we will be relocating families from  
5 the Dixie Development, as well as availability  
6 of units.

7 Our financial resources currently were at  
8 \$151 million. That consists of not only  
9 federal grants, but also consists of rental  
10 income, as well as many other income sources.

11 And with that, I'll let Mr. Bob Kurtz give  
12 you detailed information on our capital  
13 improvements.

14 MR. KURTZ: Thank you for that overview.  
15 One of the things the housing authority is  
16 shifting to as directed by HUD is something  
17 called asset management. What that means is  
18 we, as the representatives of HUD and the local  
19 owners of the property, have to look at all the  
20 properties we have and see what can be done to  
21 make them run better.

22 We have to look at them in terms of what  
23 it costs to run the development. HUD has  
24 certain guidelines on how you run a development

1           and what you can do and what you can't do and  
2           what it costs to do that. And as you-all know,  
3           every year properties age, and it brings about  
4           different requirements. Sometimes you need a  
5           new roof, sometimes you need to totally  
6           renovate. We have to take that into account  
7           every time we look at the developments to say,  
8           What is in HUD's interest, our interest, and  
9           the residents' interest, what can be  
10          maintained, what can't be maintained.

11                 This agency over the last five years has  
12          made significant efforts in removing a lot of  
13          blighted areas. That has come at a price of  
14          lowering the number of units that were  
15          available. Of course, a lot of those units  
16          that were demolished or sold were not really  
17          habitable, and we needed to change those living  
18          conditions.

19                 So it's an ongoing process. We're  
20          committed to bringing back revitalized  
21          communities with safe, affordable public  
22          housing. That's a real focus for us.

23                 I will also talk about the HOPE VI  
24          revitalizations that are underway.

1 Ms. Phillips is not able to be with us today,  
2 so I'll cover that as I cover the capital  
3 improvements that we're going to do throughout  
4 the agency.

5 Overall there's three major themes for our  
6 emphasis. The first of all is a physical needs  
7 assessment. We'll be doing that at every one  
8 of the developments. That will give us a  
9 better picture of what kind of things need to  
10 be done on every site to improve those sites.

11 At the high-rises in particular, we'll add  
12 a special part to do earthquake analysis to see  
13 what's going to happen with those buildings  
14 based on an earthquake. You probably read in  
15 the paper we are on a major earthquake line,  
16 the New Madrid fault, and we want to make sure  
17 we understand what our vulnerability is to an  
18 earthquake, and then we'll take that into  
19 account on those high-rise developments to see,  
20 well, what do we do based on the cost to  
21 renovate those high-rises, along with the  
22 potential cost for helping them withstand an  
23 earthquake.

24 Another issue that we are emphasizing is

1 the energy audit, which has included within it  
2 a utility allowance study. Every five years  
3 HUD requires an energy audit. We'll take care  
4 of that.

5 The component -- another component of that  
6 is the utility allowance study where we go and  
7 look at all the energy, the utility usage over  
8 the last three years. That's based on how much  
9 was used and how much it costs to buy all that,  
10 and then we go and publish for public comment  
11 what proposed changes are to the utility  
12 allowance to public housing residents.

13 That's a 60-day comment period. We expect  
14 somewhere in the May to June timeframe  
15 following a comment period to bring those  
16 allowance study recommendations to the board of  
17 commissioners for their review, approval, and  
18 implementation.

19 Utility allowance study isn't just a  
20 five-year thing. It's done -- it can be done  
21 more frequently. It depends on the differing  
22 costs to utilities. Everybody knows MLGW this  
23 year said we're going to pay a lot, and I think  
24 I'm paying a lot more than I thought I was



1 going to pay. You probably are, too. So we  
2 should see that reflected in the allowance.

3 Okay. The last major emphasis is senior  
4 centers and senior center designation. You may  
5 know we have 1 senior development already in  
6 operation at College Park. There are 80 units  
7 elderly designated only. We saw that there was  
8 a need for more elderly-designated sites within  
9 the housing authority.

10 Consequently, last year we applied for and  
11 were approved for three additional sites that  
12 will be elderly-only designated sites. The  
13 first of those is Latham Terrace. It's an  
14 80-unit facility, 3-storied building that is  
15 under construction now at 4th and Latham.  
16 There are 72 one-bedroom units and 8  
17 two-bedroom units in that building. That  
18 building will be a privately-managed building  
19 by the Wesley Housing Corporation, our partner  
20 in the development of that site. It will be a  
21 site-based waiting list.

22 That's probably the first time in all  
23 these nine sessions that I've got site-based  
24 waiting list correct. For some reason I get

1 tongue-tied on that particular phrase.

2 Right behind that, we have site  
3 preparation underway for another senior center.  
4 That's being built at the former Lamar Terrace  
5 site, right on the corner there of Lamar and  
6 I-240. That's known as University Place now.  
7 There are 118 units in that building. Probably  
8 next spring is when it will be finished. And  
9 there are 82 public housing units, and the rest  
10 are other affordable housing in that particular  
11 building.

12 Lastly, we're expecting approval shortly  
13 to build an 8 -- a 69-unit senior center in the  
14 Uptown area on North 3rd Street. All told,  
15 that's another 267 elderly-designated units,  
16 which should be finished within the next 15  
17 months, we'll say, which we think will be a  
18 really good asset to help the elderly in our  
19 community.

20 All right. That's -- those are the major  
21 efforts across the board. Let me go to the  
22 specifics, and I'd like to start with  
23 Montgomery Plaza since that's most of interest  
24 to everybody here.

1           Along with the physical needs assessment,  
2           we will start with design for, and we'll  
3           implement, some site improvements. I got a  
4           chance to see the pictures of the most recent  
5           rainstorms, and I saw all the drainage problems  
6           that we have around the buildings. So we're  
7           going to take a look at what we can do to help  
8           keep that water off the sidewalk and drain it  
9           off the site in a better way so you don't have  
10          to walk through such huge puddles to get to the  
11          buildings.

12          I was telling our general counsel on the  
13          way here today that Montgomery is really a nice  
14          site, it really is. I was very thankful the  
15          City of Memphis a couple of years ago granted  
16          us about \$1.7 million. We added, I don't know,  
17          a couple or 3-, \$400,000 to that.

18          We were able to put new roofs on all the  
19          residential buildings. We put new heaters in.  
20          We put new windows in some of the units, some  
21          of the -- there were 19 units that were  
22          repaired, severely-damaged units. And I think  
23          we made a good impact on the quality of life  
24          here. I only want to take it one step further.

1 I'll work on that site drainage, get that water  
2 off the site a little bit better.

3 We also are looking at what we need to do  
4 with the playgrounds. I understand they were  
5 under water, too. Going to take a look at  
6 those and take care of that for the children.

7 As I came in here today, I had an  
8 opportunity to see some of the stains on the  
9 underside of the ceiling. I know that this  
10 place needs -- this building needs some repair  
11 on the roof. We're going to have someone take  
12 a look at the roof on this building, and as  
13 necessary, if we need to put a whole new roof  
14 on or if we -- and patch it, we'll see what we  
15 can do.

16 Ms. Jackson is shaking her head and saying  
17 no way. It's going to be a new roof. I  
18 believe that's true based on what I saw out  
19 here in the administrative area.

20 That's what we plan to do here at  
21 Montgomery Plaza in the next year. Are there  
22 any questions about Montgomery Plaza before I  
23 go to the other sites? No questions about  
24 Montgomery Plaza?

1           Okay. Good. Well, let me touch base on  
2           development by development what we have  
3           underway. It's a really exciting time in the  
4           housing authority as we're changing the nature  
5           of public housing, providing really a better  
6           quality product for people to live in.

7           University Place is underway. As I  
8           mentioned, the 118-unit senior center is the  
9           first phase of construction. We expect to  
10          close within the next week or two. We expect  
11          to get approval from HUD for the actual  
12          construction of that. Lease-up should begin in  
13          the spring of 2007.

14          In my department we have four demolition  
15          projects that we're still working on within the  
16          whole University Place revitalization area.  
17          Those of you who are familiar with that part of  
18          town, we are currently demolishing the Baptist  
19          rehab hospital. We're demolishing the former  
20          Memphis Furniture factory. We're finalizing  
21          our demolition and cleanup of the former Big A  
22          Auto Parts warehouse. All of those areas are  
23          being cleaned off so that we can start back the  
24          reconstruction of housing.

1           The second phase of University Place is  
2           152 on-site units, and we should  
3           -- construction should start a year from now  
4           and lease-up is scheduled a year later in 2008.  
5           They'll be design underway throughout the next  
6           year for 48 moderate rate and 22 market rate  
7           single-family homes that will be for sale as  
8           part of this University Place development. And  
9           we expect the build-out or the construction of  
10          all of those single-family homes to run from  
11          2006 through 2009. In the fall of 2007, design  
12          will start for the third phase of family rental  
13          and lease-up should begin in the fall of 2008.

14          It's an ambitious schedule. We've got a  
15          lot going on there. It's really exciting to  
16          see what's going to happen in that part of town  
17          right adjacent to the medical district.

18          At Foote Homes we don't have any specific  
19          plans for repair at Foote Homes. You may  
20          recall about four or five years ago we made a  
21          major capital investment there: Reduced the  
22          number of units; we made it much more  
23          habitable. We don't have any specific plans  
24          for this year for repair for capital. We'll

1 continue to look for opportunities as we need  
2 to there at Foote Homes.

3 Dixie Homes is going to be a major area of  
4 focus for us. We did receive the \$20 million  
5 HOPE VI grant this past year from HUD for the  
6 revitalization of Dixie Homes. This is going  
7 to present a major challenge for us, as well as  
8 for the residents.

9 We had a good meeting with them the other  
10 night, again, to talk about the annual plan,  
11 and we're going to continue -- we and  
12 Ms. Partee's office and those in the relocation  
13 office and the management staff from that site  
14 are going to continue to work with the  
15 residents through the relocation process. We  
16 expect that to start shortly.

17 Those individuals who do not have children  
18 in school are a little bit more flexible in  
19 their timing. We'll receive the first emphasis  
20 for relocation. Once the school year ends, we  
21 expect to put our priority to those families  
22 with school-age children, relocate them to  
23 either other public housing sites where we're  
24 going to have available units, or we'll offer

1           them Section 8 vouchers. Individuals have a  
2           choice, and we work on which way they would  
3           like to go. And then some, as we've  
4           experienced in the past, have chosen to leave  
5           the public housing program, and that's  
6           certainly their choice as well.

7           Other than relocation support at Dixie  
8           Homes, I do have one building that we intend to  
9           demolish. We're about ready to award the  
10          contract. We've had some issues getting all  
11          the bid thing worked out, small demolition  
12          project. After that we have demolition of the  
13          whole site, and that will take place no earlier  
14          than the beginning of the next year. That's  
15          contingent on the relocation of all the  
16          residents on site.

17          Okay. At Dixie Homes in total there  
18          eventually going to be 374 on-site units. Of  
19          those, 219 would be affordable and 155 market  
20          rate. And that will be, I believe, it's  
21          through 2010, 2011.

22          Another area of our emphasis this year  
23          will be replacing Oates Manor on North  
24          Manassas. The school board now is in



1           possession of that property. We are in the  
2           process of acquiring, the city funding, some  
3           land on Firestone Avenue just east of the  
4           existing Manassas High School. That area that  
5           we acquire, about 10 to 12 acres, will be the  
6           first phase or our redevelopment and  
7           revitalization of up to 150 housing units.

8           HUD has made -- well, they've listed about  
9           10 million -- excuse me, \$100 million in their  
10          budget for HOPE VI for this year. We are  
11          anticipating some time in the future they would  
12          tell us when we could submit an application for  
13          it. If they do announce that, it's our  
14          intention to submit an application for a HOPE  
15          VI grant for this New Chicago area. That would  
16          be the first phase of development.

17          Second phase would be an area south of the  
18          first. We've got some acquisitions we would  
19          need to work through.

20          The last phase would be an acquisition of  
21          the former -- I shouldn't say former -- the  
22          existing Manassas High School site. The school  
23          board intends to build a new Manassas High  
24          School at the old Oates Manor site. Assuming

1           they build the school, they'll move all the  
2           students to the new high school. We would  
3           receive the property from the school board at a  
4           nominal fee. We would demolish the site, and  
5           we would turn that over to the City of Memphis  
6           again for their construction of a police  
7           precinct.

8                     As we've done in our HOPE VI areas, we  
9           have looked at how to get other agencies to  
10          support the creation or recreation of  
11          neighborhoods.

12                    At Cleaborn Homes, Cleaborn Homes is one  
13          of the sites where we are going to invest this  
14          year to reduce our vacancy rate. I've got a  
15          solicitation ready to go on the street now to  
16          repair units to support the Dixie relocation.  
17          55 units in total will be what we and the  
18          department take on to repair.

19                    This past fall we had a contract underway  
20          for site improvements. I've suspended that  
21          based on the bad weather. We didn't want to  
22          put our money out for trees and landscaping and  
23          have it wasted away in the wintertime, so we'll  
24          pick that back up in the springtime when the

1 weather is a little bit better.

2 We also have a fire damaged building at  
3 Cleaborn. We bid it once, and I got bids that  
4 were three times what we should pay, and we're  
5 not going to pay three times what we ought to  
6 pay, so we're going to have to go through the  
7 whole bidding process again. Hopefully, we'll  
8 get that done this year.

9 Lastly, the Memphis Housing Authority  
10 central office building is covered under  
11 Cleaborn Homes administratively. Looks like we  
12 need a new roof there on that building. If  
13 nothing else, we need roof repairs for that  
14 building like this building, so we're looking  
15 at what we need to do to repair the roof at 700  
16 Adams.

17 Cleaborn Homes 10111. Some of you may  
18 know Cleaborn had two parts to it. There was  
19 an area south of Georgia Avenue and an area  
20 north of Georgia Avenue. The area south of  
21 Georgia Avenue had 79 units of public housing.  
22 We demolished that about 3 1/2, 4 years ago.

23 We were able to use that area now in our  
24 application for the Dixie Homes HOPE VI as our

1 off-site for home ownership. It's about 8 1/2  
2 acres that we intend to use to build 30  
3 single-family rental -- correction, 30  
4 single-family for-sale units. They'll be for  
5 sale either just outright purchase or on a  
6 lease-to-purchase arrangement.

7 We think it's a really exciting program.  
8 We want to always foster home ownership in the  
9 community. Each one of our HOPE VIs in the  
10 past have had a home ownership component to it.  
11 We think that's a real important aspect of the  
12 HOPE VI program.

13 This particular site we think suits us  
14 very well, right across the street from Askew  
15 Place. You may have seen Askew Place. We've  
16 built that, finished that this past year. 25  
17 single-family rental units.

18 All the residents in that site are  
19 involved in self-sufficiency programs. They're  
20 involved in the RISE Foundation. They've  
21 expressed a desire, and they're working towards  
22 home ownership. We are fostering that through  
23 our work at Askew Place and hope that by the  
24 time the construction is finished for the Dixie

1 Homes location, off-site location right across  
2 the street, we'll be able to offer those  
3 residents, current public housing residents, a  
4 very good constructed home in the same  
5 neighborhood they're living in so that we can  
6 help them towards home ownership.

7 Also, that would create an opening or a  
8 vacancy at Askew Place, and I know Jackie is  
9 nodding, saying yes because that's going to  
10 provide us with some more opportunities to  
11 continue to seek residents in public housing  
12 who want to take that step forward towards home  
13 ownership. We really think this is a good  
14 program. We're putting all the pieces in  
15 place, and I think it's going to bear fruit for  
16 years to come.

17 Okay. Fowler Homes. I mentioned earlier  
18 we've replaced Fowler Homes with Latham  
19 Terrace. Latham Terrace is that 80-unit senior  
20 building, elderly-only at 4th and Crump.  
21 Immediately behind that is the Fowler  
22 multifamily site. We'll be building 40 units  
23 of public housing immediately behind it. 24 of  
24 them are -- 24 of them are single-family

1 rental. The other 16 are in 4 apartment  
2 buildings.

3 That's going to be a great location  
4 immediately adjacent to the COGIC world  
5 headquarters there. Ultimately COGIC intends  
6 to construct facilities moving forward from the  
7 Mason Temple, so we're a little bit out in  
8 front of them and their development. We think,  
9 though, that's going to be a great site right  
10 there on Crump Boulevard.

11 Let's see. I'll start talking about the  
12 high-rises now. I mentioned all the physical  
13 needs assessment and the seismic. I won't go  
14 into that.

15 Barry Towers, I have some condensate  
16 drainage system repairs on the outside of the  
17 building. Just fixing the balconies what it  
18 is. In fact, I talked to the consultant this  
19 morning about when they're going to be able to  
20 get started. We're looking at possible fencing  
21 around the property line and doing some testing  
22 and possible lighting improvements there at  
23 Barry Towers.

24 At Venson Center we're looking at possibly

1           putting an awning on the front of the building.  
2           And again, I think the typical comments about  
3           earthquaking and renovation costs.

4                     Jefferson Square we have no specific plans  
5           for any construction there this year.

6                     At Borda Towers we will be doing some  
7           emergency work we need to get done on the first  
8           floor. In the vicinity of the boiler room,  
9           we've got some asbestos we need to take out so  
10          that they can get the pipes repaired. While I  
11          was there, I noticed there are some other  
12          issues on the first floor that need to be taken  
13          care of to improve the ventilation in the  
14          public restrooms. Take care of that. We're  
15          going to improve the fire safety of that first  
16          floor common area.

17                    A lot of times if you ever look above  
18          ceilings, you can see they're supposed to have  
19          good seals across all those entries so you  
20          don't have large holes in the walls, and that's  
21          what allows the fire to get through. So we're  
22          concerned about making sure we fire-safe the  
23          buildings as best we can.

24                    That covers the high-rises. Let me

1 mention Graves Manor, which is just a little  
2 bit south of here. We are planning to demolish  
3 Graves Manor. We'll be putting in an  
4 application for its demolition. After  
5 demolition we anticipate redeveloping on that  
6 site. We're looking at a senior center  
7 possibly. We're looking at additional  
8 single-family homes, rental, possibly some home  
9 ownership. I'm not sure yet about that. And  
10 we will be putting in some multifamily units  
11 there.

12 One other aspect of Graves Manor is it has  
13 some -- it has some access to 3rd Street, South  
14 3rd Street, and we will look at possible  
15 commercial development of that area.

16 Okay. Some of you may be familiar with  
17 Walter Simmons. Walter Simmons, we did have  
18 approval to sell that. We previously put it  
19 out for a bid, received a bid from the City of  
20 Memphis. They have since withdrawn their bid.  
21 Consequently, we are going to rebid and try and  
22 sell it. It's been how many years, three  
23 years?

24 MS. PARTEE: More than that.



1 MR. KURTZ: More than that?

2 Horn Lake Heights down on Horn Lake Road,  
3 we are looking at our financing options. We  
4 have designed about 100-unit replacement  
5 facility there. Not sure when the money's  
6 going to get all worked out. Horn Lake is a  
7 little bit lower on priority than some of the  
8 other sites. There's only so much money you  
9 get in a given year or can obtain in a given  
10 year, so we're going to keep that site vacant  
11 probably another two years before we really  
12 have a plan in place.

13 Ford Road is in this year for  
14 reconstruction. That will be renamed the  
15 Harold E. Ford, Sr., Villas. We will be  
16 building 72 units of housing there. 36 of  
17 those will be public housing units, all be  
18 duplex buildings. We received low income  
19 housing tax credits. We'll use that along with  
20 some of our other resources.

21 We expect to submit our plan for approval  
22 to HUD this summer. With their approval we  
23 would start sometime in the fall of 2006. The  
24 construction plan in about 12 months. If we're

1           able to get construction started fall of 2006,  
2           we hopefully will lease-up in fall of 2007. If  
3           approval lags until the fall of 2006 or later,  
4           it will be into 2008 before we actually open  
5           up, but we will get construction started within  
6           the next 12 months at Ford Road.

7           Cypress Wood: Cypress Wood is the same  
8           general vicinity as Horn Lake. We have a plan  
9           designed for 142 units there right now. We're  
10          working through our financing options. We may  
11          have to drop the number of units to about 120  
12          or so. We do intend to apply for local housing  
13          tax credits in this spring to be able to get  
14          those from the State of Tennessee. If we're  
15          successful, we'll know in the late summer of  
16          2006 whether we are or not.

17          Since we have the design about 100 percent  
18          ready, we hope to be able to get the plan  
19          submitted to HUD this fall. That will be good  
20          if we can get their approval quickly, we could  
21          start this year. Most likely it will start  
22          next year in the springtime.

23          So really Cypress Wood and Ford Road will  
24          be coming online very close to one another, and

1           that will bring us back a lot more units than  
2           what we have right now.

3           Some of you remember Texas Courts just a  
4           few blocks from here. We have applied already  
5           to HUD to sell that property. We're waiting  
6           their review and approval of our application.  
7           Once they presumably approve it, then we would  
8           put that up for sale.

9           We also have closed Alabama Plaza. We  
10          will be submitting an application to HUD this  
11          year to sell that site.

12          Let me touch base over on the Uptown area.  
13          Uptown is about 60 to 65 percent complete.  
14          That is our -- what, our second HOPE VI? The  
15          first HOPE VI was College Park. Uptown is the  
16          second. We're about 65 percent complete with  
17          that. We will be finishing it up this year.

18          Uptown is done, along with Lauderdale  
19          Courts, as the replacement for Lauderdale  
20          Courts and Hurt Village, we've got some nice  
21          new buildings up there on Danny Thomas and  
22          Metropolitan.

23          We're now in the phase of scattered family  
24          home construction: Some of those rental, other

1 of those market rate. That should be finished  
2 this year. It's also in the Uptown area that  
3 we're doing that 65-unit senior center, the  
4 last of the four elderly-designated sites.

5 Let's see. Greenlawn is also there. That  
6 was one of the replacement sites for Hurt  
7 Village. It's completed.

8 Crockett Place: Some of you may recall we  
9 had a site in the Frayser area, Hawkins Mill.  
10 The housing authority lost the site. We  
11 disposed of it. A private developer has now  
12 built a 84-unit apartment complex there known  
13 as the Crockett Place Apartments. We, during  
14 the construction process, asked HUD for  
15 permission, received approval to put 26 units  
16 of public housing in that site, and they should  
17 be leasing-up now. And so if you or others you  
18 know are interested in moving, living in that  
19 area, we have 26 units in that particular  
20 development.

21 That's Latham Terrace, Fowler, Uptown,  
22 University Place. I think that covers all the  
23 development. Let me just say this: The  
24 housing authority continues to look for

1           acquisition opportunities to buy other sites  
2           and see if they fit within our market of  
3           affordable housing. We do have one proposal we  
4           have received. We're taking a look at that and  
5           seeing whether it really suits our needs or  
6           not, and we'll continue to look for others.

7                     We know we have a large backlog in family  
8           housing, and we want to provide the best  
9           service we can, and we want to provide that at  
10          a good economical price as well.

11                    So as people offer us properties, we take  
12          a look at them and see if it makes good sense,  
13          if it's in our interest financially, as well as  
14          in the interest of the residents. We don't  
15          want to buy a property that would be a step  
16          backward, and we certainly don't want to buy  
17          something that we can't afford to run. And  
18          we're taking a look at all those options.

19                    Those are all the issues I wanted to talk  
20          about with respect to construction and  
21          acquisition. Are there any questions about the  
22          overall program, where we're going this year  
23          and over the next few years? No?

24                    Okay. Well, I will --

1 Yvette, do you have any more?

2 MS. CAMEL-SMITH: No.

3 MR. KURTZ: Ms. Partee, Jackie Partee, our  
4 director of human services --

5 MS. PARTEE: Good morning.

6 MR. KURTZ: -- has a few things she wants  
7 to talk about.

8 MS. PARTEE: I've just got a few things,  
9 and there's one thing that Mr. Sanders -- I  
10 know you-all have met him, who is the city-wide  
11 counsel of the resident association. He's the  
12 president. Mr. Sanders, has asked me to  
13 emphasize in these meetings has to do with  
14 community service hours and the position that  
15 the housing authority has to take because this  
16 is a law that congress passed where HUD tells  
17 us that if you're not working, and if you're  
18 not in a training program or in school, you  
19 must perform at least eight hours of community  
20 services a month.

21 If you are 62 years of age, you're exempt.  
22 If you're disabled with doctor verification,  
23 that you're unable to work or perform community  
24 service hours, you're exempt. Otherwise, when



1 I'm trying to get help.

2 MS. PARTEE: You should be performing  
3 community service hours.

4 The other thing I just realized on  
5 yesterday is that if you're not 62, and you  
6 retired and you're 58, you still should perform  
7 your community service hours. A retirement  
8 does not exempt you. Are you working?

9 FEMALE RESIDENT, MONTGOMERY PLAZA: Yes, I  
10 am.

11 MS. PARTEE: You provided the necessary  
12 documentation so you won't get an eviction  
13 notice?

14 FEMALE RESIDENT, MONTGOMERY PLAZA: Well,  
15 that's why I come in today. I took off today.

16 MS. PARTEE: So you could -- okay. I'm  
17 looking at the young folks. You working?

18 FEMALE RESIDENT, MONTGOMERY PLAZA: No.

19 MS. PARTEE: What you doing?

20 FEMALE RESIDENT, MONTGOMERY PLAZA: Who,  
21 me?

22 MS. PARTEE: Uh-huh.

23 FEMALE RESIDENT, MONTGOMERY PLAZA: Nothin'  
24 g. I'm on disability.



1 MS. PARTEE: You're disabled? You have a  
2 doctor's statement in your file.

3 FEMALE RESIDENT, MONTGOMERY PLAZA: No, I  
4 don't think so.

5 MS. PARTEE: How long have you been  
6 disabled?

7 FEMALE RESIDENT, MONTGOMERY PLAZA: For  
8 the last three years.

9 MS. PARTEE: You've been providing that  
10 documentation?

11 FEMALE RESIDENT, MONTGOMERY PLAZA: I  
12 don't have no documentation.

13 MS. PARTEE: You probably should be  
14 performing community service. We'll get your  
15 name and everything before you leave and I can  
16 check.

17 MR. KURTZ: Isn't that what HUD's looking  
18 at right now?

19 MS. PARTEE: Uh-huh. What about you? You  
20 working?

21 FEMALE RESIDENT, MONTGOMERY PLAZA: (Shake  
22 s head negatively.)

23 MS. PARTEE: You going to school?

24 FEMALE RESIDENT, MONTGOMERY PLAZA: (Shake

1 s head negatively.)

2 MS. PARTEE: Are you living in public  
3 housing?

4 FEMALE RESIDENT, MONTGOMERY PLAZA: (Nods  
5 head affirmatively.)

6 MS. PARTEE: Do you live over here? Are  
7 you performing community service?

8 FEMALE RESIDENT, MONTGOMERY PLAZA: (Shake  
9 s head negatively.)

10 MS. PARTEE: We can't renew your lease.  
11 Our hands are tied.

12 FEMALE RESIDENT, MONTGOMERY PLAZA: I was  
13 trying to tell you that you asked me did I have  
14 it -- I got it on paper. If that's what they  
15 need to see, I got that on paper. But I also  
16 have a sleeping disorder, and that's what I was  
17 trying to tell you.

18 MS. PARTEE: Okay. Does the doctor's  
19 statement say you're unable to work?

20 FEMALE RESIDENT, MONTGOMERY PLAZA: The  
21 doctor has told me yes.

22 MS. PARTEE: He's written it down.

23 FEMALE RESIDENT, MONTGOMERY PLAZA: No.  
24 He haven't written it down. I need

1 everything --

2 MS. PARTEE: Yes, ma'am.

3 FEMALE RESIDENT, MONTGOMERY PLAZA: Okay.

4 MS. PARTEE: Because I have sleep apnea --

5 FEMALE RESIDENT, MONTGOMERY PLAZA: Okay.

6 MS. PARTEE: -- and narcolepsy.

7 FEMALE RESIDENT, MONTGOMERY PLAZA: Uh-huh

8 .

9 MS. PARTEE: I'll sit right here and go to  
10 sleep on you. So you have to provide -- see,  
11 because I work every day. I get up at midnight  
12 if there's a fire. So that's -- just having  
13 that alone does not exempt you. You must bring  
14 something in from the doctor.

15 FEMALE RESIDENT, MONTGOMERY PLAZA: All  
16 right.

17 MS. PARTEE: Okay. Because we can't read  
18 the doctor's mind if that's what he meant. He  
19 has to write it down. Okay. That's why  
20 Mr. Sanders has asked me to come to clarify  
21 that because a lot of people aren't  
22 understanding what they need to provide, okay?  
23 So I want to see you before we leave today so I  
24 can find out what your status was because we

1 cannot renew your lease, okay?

2 FEMALE RESIDENT, MONTGOMERY PLAZA: Okay.

3 MS. PARTEE: Anybody else that's not  
4 working or in school or in a training program?  
5 I need to get your name, too, okay? Because  
6 you're going to get a lease termination, and  
7 once you get it, there's nothing we can do.

8 Now, here's our attorney here, and she'll  
9 tell me, Jackie, you can't give them another  
10 notice to clear this. You've had two years.  
11 The program has been around for two years. And  
12 they're looking at who have we evicted in those  
13 two years, okay?

14 So I need to see both of you-all and even  
15 you so I can get your name, okay? Thank you.

16 MR. PERRY: Ms. Partee.

17 MS. PARTEE: Yes, sir, I'm sorry.

18 MR. PERRY: We're going to have to come  
19 over here with Ms. Pipkin, her next meeting  
20 because they've got a lot of young females who  
21 live here at Montgomery Plaza.

22 MS. PARTEE: Okay.

23 MR. PERRY: And we're going to -- some way  
24 we're going to try to get the message out to

1           them.

2           MS. PARTEE:   Okay.

3           MR. PERRY:   Because I do know a lot of  
4           them do not work, and it's at that point that  
5           if you don't have it in your file, they're not  
6           going to renew your lease, you know, and this  
7           is very important.   So if they haven't been  
8           doing community service, they need to start.  
9           So I'm going to get with Ms. Pipkin and come  
10          over so we can get some information out to  
11          them.

12          MS. PARTEE:   Okay.

13          MR. PERRY:   One thing they really need to  
14          know.

15          MS. PARTEE:   Okay.   Thank you.

16          MR. KURTZ:   Okay.   Thank you, Jackie.   I  
17          appreciate that.

18          Are there any other questions?   If there  
19          are no other questions, we want to thank you  
20          again for coming out and spending your time  
21          with us.   Look forward to a good year here at  
22          Montgomery Plaza.   Thank you.

23          (WHEREUPON, THIS MEETING WAS CONCLUDED AT APPROXIMATELY  
24          11:40 A.M.)

## 1 C E R T I F I C A T E

2

3 STATE OF TENNESSEE:

4 COUNTY OF SHELBY:

5

6 I, L. Brittiny Mays, Court Reporter and  
7 Notary Public, Shelby County, Tennessee,  
8 CERTIFY:9 The foregoing proceedings were taken before me at  
10 the time and place stated in the foregoing styled cause with  
11 the appearances as noted.12 Being a Court Reporter, I then reported the  
13 proceedings in Stenotype, and the foregoing pages contain a  
14 true and correct transcript of my said Stenotype notes then  
15 and there taken.16 I am not in the employ of and am not related to  
17 any of the parties or their counsel, and I have no interest  
18 in the matter involved.19 I further certify that in order for this document  
20 to be considered a true and correct copy, it must bear my  
21 original signature and that any reproduction in whole or in  
22 part of this document is not authorized and not to be  
23 considered authentic.24 Witness my signature this the 28th  
day of February, 2006.

---

L. BRITTINY MAYS, Court Reporter



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**ADMINISTRATIVE PLAN**  
**FOR THE HOUSING CHOICE VOUCHER PROGRAM**  
**OF**  
**The Memphis Housing Authority**

Updated: March 2006

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# TABLE OF CONTENTS

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	<u>Page No.</u>
I. Introduction.....	1
II. Statement of Program Approach and Objectives.....	1
III Fair Housing and Nondiscrimination Policy.....	1
IV. Description of Program.....	2
V. Homeless Set-Aside Program.....	2
VI. General Administration.....	2
A. Program Outreach.....	2
B. Pre-application and Application.....	3
C. Determination of Eligibility.....	4
D. Selection from the Waiting List.....	9
E. Family Choice of Housing and Housing Type.....	12
F. Verification of Eligibility and Preference.....	12
G. Notification of Ineligibility.....	12
H. Computation of Total Tenant Payment and Determination of Rent.....	12
I. Housing Choice Voucher Issuance and Briefing.....	15
J. Housing Choice Voucher Term and Suspension (Tolling) Policy.....	17
K. Information Provided to Prospective Landlords About Participants.....	18
L. Security Deposits.....	18
M. Portability.....	18
N. Requirements for Lease Submission and Unit Approval.....	19
O. Lease Requirements and Contract Execution.....	24
P. Information and Assistance.....	25
Q. Reexamination of Household Composition, Income, Allowances and Rent.....	26
R. Contract Rent Increases.....	26
S. Rent Abatement and Contract Terminations for HQS Violations.....	27
T. Repayment Agreements.....	28
U. Family Moves.....	29
V. Family Break-Up.....	29
W. Termination of Tenancy.....	29
X. Denials and Terminations.....	30
Y. Informal Reviews and Hearings.....	33
Z. Damages to the Unit, Unpaid Rent and Vacancy.....	35
AA. Restrictions on Assistance to Noncitizens.....	36
BB. Administrative Fee Reserve Expenditures.....	39
VI. Monitoring Program Performance.....	39

## TABLE OF CONTENTS (CONTINUED)

---

	<u>Page No.</u>
VII. Interpretation and Amendment .....	39
A. Interpretation.....	39
B. Amendment.....	39
APPENDIX 1 .....	40
Definitions of Terms .....	40

## **I. Introduction**

The purpose of the Administrative Plan is to establish policies for the Housing Choice Voucher Program.

The Memphis Housing Authority Board, upon recommendation by MHA, will approve changes to the Plan. MHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by MHA. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Plan are based on current regulations in effect. If there are conflicts between this Plan and language in an owner's Housing Assistance Payments contract, the language in the HAP contract will prevail.

## **II. Statement of Program Approach and Objectives**

MHA administers the Housing Choice Voucher Program in the city of Memphis and Shelby County, Tennessee. The primary objective of MHA's programs is to provide decent, safe, sanitary and affordable rental housing for low income households and to provide these households with housing choices and the opportunity to move outside areas with a concentration of low income households.

## **III. Fair Housing and Nondiscrimination Policy**

MHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all federal, state and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment. MHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. MHA does not deny to any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.

MHA is fully committed to providing reasonable accommodations to applicants and participants with handicaps and/or disabilities.

MHA provides Voucher holders information on federal, state and local laws regarding housing discrimination and any recourse available. Such information will be made available as part of the briefing session, and all applicable Fair Housing Information and Discrimination complaint forms will be made part of the Voucher holders' packet. MHA will provide referrals and information to applicants and participants about local organizations that provide assistance in filing discrimination complaints.

#### **IV. Description of Program**

Housing Choice Vouchers provide subsidies to low income persons and freedom of choice to enable them to rent affordable, decent, safe and sanitary housing in the private rental market. In order to receive assistance in a particular unit, the family, owner and unit must meet the requirements established by HUD regulation and those specified in this Plan.

#### **V. Homeless/Special Needs Set-Aside Program**

In response to local needs, MHA may set-aside twenty-five Housing Choice Vouchers annually to be used by homeless and/or special needs families who are referred by an approved local service provider. Eligible families may only be referred to MHA by an approved service provider that has been awarded funding by the City of Memphis Department of Housing and Community Development (HCD) Department. To qualify, families must have successfully completed an approved transitional housing and or supportive service plan as certified by the referring agency and commit to receiving on-going, stabilizing supportive services.

#### **VI General Administration**

##### **A. Program Outreach**

###### **Outreach to Families**

MHA reserves the right to open or close the waiting list based on the supply of applicants. The waiting list will be closed when there are not enough Housing Choice Voucher subsidies to assist all the applicants in a reasonable period of time, such as one or two years. When MHA determines that additional applicants are needed, the waiting list will be opened and a public advertisement and notice will be posted.

To reach people from all backgrounds, MHA will advertise through a wide variety of sources including local and State newspapers, minority media, minority civic clubs, places of worship, service agencies and broadcast media. An effort will also be made to notify elected officials, government agencies and agencies which specifically address the needs of individuals with disabilities. MHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

All notices and advertisements announcing the opening of the waiting list will include:

- The dates the list will be open;
- The office hours and location where applications are available and will be accepted;
- The availability of Housing Choice Vouchers;
- Eligibility guidelines;
- Preferences and methodology for the selection of applicants; and
- Any limitations which may apply.

#### *Homeless/Special Needs Set-Aside Program*

Specific eligibility information regarding the Special Needs set-aside program will be made available to all local service providers when vouchers are set-aside.

#### *Outreach to Property Owners*

Outreach to property owners will be conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. MHA will notify and provide program information to local realtors, agents, apartment associations and any interested landlords. MHA staff will be available to make presentations about the Housing Choice Voucher Program to these groups. In addition, printed materials that describe the program requirements and opportunities for property owners will be made available. MHA maintains a list of interested property owners and units available for the Housing Choice Voucher Program. As inquiries from prospective new property owners are received, staff records the necessary information about units and makes it available to prospective tenants upon request.

MHA will make a concerted effort to contact and encourage local property owners with units specially designed or adapted for persons with disabilities, and those who may be willing to adapt units, to participate in the program. Notices shall be sent to landlords presently participating, landlords that have participated in the past, local real estate agencies and to local social service agencies that specifically address the needs of handicapped clientele.

Whenever a local property owner makes a unit available for the program, MHA shall inquire as to whether the unit is handicap accessible and the extent of accessibility.

### **B. Pre-application and Application**

MHA will accept pre-applications for the Housing Choice Voucher Program when the waiting list is open. The waiting list will be open for a specified time-period (no less than two weeks) which will be listed on any advertisement or notification of MHA's open waiting list. Completed

pre-applications must be submitted to the **Memphis Housing Authority at a specifically identified post office box or address. MHA reserves the right to accept applications electronically via the internet or other automated system as deemed appropriate.** The date of application is the date the application is postmarked or submitted electronically. Only those pre-applications received by the due date as indicated by a postmark or other appropriate electronic submission verification tool during the time-period specified by MHA will be accepted as eligible pre-applications.

MHA will not deny anyone the right to submit a pre-application when the waiting list is open. Accommodations will be made for interested, disabled applicants. All applicant households will be offered the opportunity to apply for public housing, if the waiting list is open.

MHA will review all pre-applications submitted to determine whether the applicant household is obviously ineligible, and whether the pre-application is fully complete. All fully complete pre-applications submitted by persons who are not obviously ineligible, will be placed on a list which will be used to create the waiting list for assistance. Duplicate applications will be removed, so that each applicant has only one opportunity to be selected in the lottery. Applicants who have not completed their applications will not be placed on the list for selection in the lottery.

Applicants who submit pre-application forms after the closing date for submission will not be placed on the list for selection in the lottery.

Any applicant, who will not have an opportunity to be selected in the lottery (as described above), will be sent a written notice explaining this and the reason why their application will not be part of the lottery.

Once the list of all applicants has been created, families will be selected for the waiting list based upon a computerized random selection process (lottery). The waiting list will consist of the pre-determined number of families to be selected, in order based upon the random selection sequence of their applications. Lottery numbers will be assigned based on the sequential order and as assistance is available. Families will be selected from the waiting list in numeric order, based on a family's assigned sequential number. When a family is selected from the waiting list, the family will be required to submit a full application and documentation 60 days prior to the availability of housing assistance to determine eligibility. The information on the application will be verified by MHA.

At the time families are invited to complete a full application form, information provided will be verified by MHA, based on the criteria described in Section IV. C. of this Plan. Families that do not meet the income limits or do not provide the appropriate information will be determined ineligible.

### **C. Determination of Eligibility**

#### *Eligibility Criteria*

In order to receive housing assistance, the applicant must meet the following eligibility criteria:

1. Provide Social Security Number or Certify To Not Having One

Prior to admission, families are required to provide Social Security Numbers and documentation for all members age six (6) and older. Family members, who cannot provide a Social Security Number, must certify that they do not have one. (Guardians or another adult must certify for children under the age of 18.)

2. Income Targeting to Extremely Low Income Families

In accordance with law passed by Congress in 1998, beginning in FY1999 and in each MHA fiscal year thereafter, not less than 75 percent of new admissions to the Housing Choice Voucher Program must have incomes at or below 30 percent of the median income for the Memphis MSA. MHA will monitor the new admissions on a quarterly basis to verify that this requirement is achieved and, if warranted, adjust the selection of new admissions to ensure compliance. In order to comply with the law, MHA may be required to skip over a higher income applicant on the waiting list in order to assist an applicant of extremely low income. If an applicant is skipped over, they will retain their original lottery number and be the first applicant offered an opportunity for assistance after the extremely low-income targeting requirement has been met.

3. Income Limits

For the Housing Choice Voucher program, at the time of admission, a family's annual income must not exceed the Very Low Income Limit published in the Federal Register for the Memphis Metropolitan Statistical Area.

Under limited circumstances, HUD rules allow admission of low-income families. These limited circumstances include:

- When a family qualifies as continuously assisted under the 1937 Housing Act. Families are considered to be continuously assisted if they were previously assisted in subsidized housing under the 1937 Housing Act within 90 days prior to issuance of a Voucher (e.g., in Public Housing);
- When a family is physically displaced by rental rehabilitation activity;
- When a non-purchasing household resides in a HOPE 1 (public and Indian homeownership) or HOPE 2 (multifamily homeownership) project;
- When a non-purchasing household resides in a HUD assisted multifamily project subject to a resident homeownership program under the Code of Federal Regulations Title 24 part 248.173; or
- When a family is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract.

*Need for Assistance*

Housing Choice Vouchers. Thirty percent (30%) of the family's monthly-adjusted income may not equal or exceed the Payment Standard for the unit size the family has been assigned by MHA using the standards described in this Plan.

*Required Citizenship or Eligible Immigration Status*

Every member of the applicant or tenant household must submit the required documentation. For family members claiming citizenship, the only requirement is to sign a declaration of citizenship. For family members claiming eligible immigration status, HUD requires that the family members sign a declaration of eligible immigration status and provide an original of the appropriate documentation. MHA will review the original document, copy it and retain a copy in the applicant/tenant file.

All adults in the household claiming eligible status must sign a verification consent form. The head of household must sign declarations on behalf of minors. MHA will then independently verify this status with INS. (See IV. AA. for more detailed information.)

*Criminal Background Checks and Denial/Termination of Assistance*

MHA conducts a criminal background check on all applicant family members 17 years of age and older. MHA will deny admission to any applicant households with one or more members who, within the five years preceding consideration for admission, has been evicted from federally assisted housing for drug-related criminal activity.

MHA also will deny admission and may terminate assistance at any time under the following circumstances:

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



MHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related sentence, including applicable parole or probation period, three years prior to admission.

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

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

*Homeless Set-Aside Program*

Families admitted into the Homeless Set-Aside program must meet all regular admissions and eligibility criteria.

*Subsidy Standards*

The following standards are used for assignment of the appropriate bedroom size on the Voucher.

Number of Bedrooms	Number of Persons	
	<u>Min</u>	<u>Max</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. MHA does not limit or restrict which family members may share bedrooms. However, as required by HUD, when determining unit size, MHA will attempt to meet HUD's intent and apply the following guidelines. As a general rule, MHA will issue one bedroom for the HOH and spouse in the household and one bedroom for every two persons thereafter. MHA will use the following standards as additional guidance in determining the appropriate bedroom size for any given family:

1. Adults of the opposite sex (other than spouses or cohabitants), and unrelated adults may occupy separate bedrooms.
2. Two minor children of the same sex, regardless of age difference, are required to share one bedroom. Children under the age of three may not be awarded their own bedroom except in cases involving a reasonable accommodation
3. Minor children of the opposite sex may occupy separate bedrooms.
4. Unborn children will be included in the size of the household.
5. A minor child, who is temporarily away from the home because of placement in foster care, is considered a member of the family in determining the family unit size.
6. MHA approves live-in aides to reside in the unit and be provided a separate bedroom as a reasonable accommodation for a family consisting of one or more elderly or disabled persons. However, MHA may deny or withdraw such approval at any time if the live-in

aide: (1) commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) fails to pass a criminal background check for drug-related or violent criminal activity, or; (3) owes rent or other amounts to MHA or another PHA in connection with the Housing Choice Voucher Program or public housing assistance under the 1937 Act. Only one bedroom will be awarded for the live-in aide and any family members of the live-in aide.

7. Space will be provided for a family member who is away at school but who lives with the family during school recesses.
8. MHA may assign a larger unit than permitted, using the above standards, if an individual with a handicap and/or a medical need requests a reasonable accommodation and provides documentation of need from a physician.
9. Families will not be required to use rooms other than bedrooms for sleeping purposes in the Voucher size determination.

Families may choose to rent larger or smaller units than listed on the Voucher as long as the rent reasonableness and Housing Quality Standards (HQS) requirements are met. However the subsidy will always be based upon the smallest of the size unit rented, or the unit size listed on the family's voucher.

HQS requirements permit a maximum of two persons per living or sleeping room in the units.

#### **D. Selection from the Waiting List**

##### *General Waiting List Order*

Applicants are placed on the waiting list in sequential, numeric order as determined in the randomly assigned method described in Section IV. B of this plan.

The waiting list is generally closed with the exception of the open applications periods that will be publicly advertised. The list remains open for persons qualifying for the preference for public housing resident described below.

##### *MHA Public Housing Resident Preference*

MHA will give preference in admission to MHA public housing residents who are required to relocate due to one of the following conditions:

- As a resident of public housing, the family is living in a unit that has been identified as hazardous to the family because the family has one or more children under the age of six with an Environmental Intervention Blood Lead Level, as defined by 24 CFR Part 35; or, there is a presence of other serious environmental hazards that affect the family's health or safety. The preference may be given if there are no lead-free units available in any other public housing development.

- Families (including single persons) who are currently residing in public housing units and who will be displaced by demolition, disposition, rehabilitation, or vacancy consolidation.

Families applying for assistance will be provided with a description of the Public Housing Resident Preference. They will also be required to provide verification from the MHA Occupancy Department. Before an applicant can receive a voucher, MHA must have verified the preferences claimed. If no verification is provided by the MHA Occupancy Department, the applicant will be returned to the waiting list.

*Preference for Families Impacted by a Condemnation Order Initiated by the City of Memphis Code Enforcement Division.*

MHA will provide a preference for very low-income families who will lose their home as a result of a Condemnation Order issued by the City of Memphis. To qualify for this preference, the applicant must meet all Section 8 eligibility criteria, meet the very-low income program guidelines and own and live in the property schedule for condemnation.

*Waiting List Update*

It is the primary responsibility of each applicant to ensure that MHA has the most recent and current information in order to be contacted when either the applicant's name nears the top of the list or when MHA performs a waiting list update. Under limited circumstances, MHA will approve reinstatement of a withdrawn applicant for one of the following reasons:

1. The applicant submitted a change of address to MHA prior to the notice being mailed by MHA and the information did not get updated in the waiting list database;
2. During the time of any waiting list update or, at the time of notification for an interview, the applicant could not respond. For example, the applicant was incapacitated due to hospitalization or was unavailable due to active participation on Jury Duty;
3. As a result of a data entry error, the MHA computer system incorrectly recorded the address of the applicant; and, therefore, the applicant was improperly withdrawn from the waiting list for failure to respond to a MHA notice; or
4. The applicant is a person with a disability who requires an alternative form of communication other than one normally used by MHA, and the applicant informed MHA, in advance, of the proper means of communication, as required by regulations.
5. In order to be considered for reinstatement, applicants must provide documentation acceptable to MHA proving that they share no burden in the failure to respond to a waiting list update or notification for interview.

When MHA decides to update the Housing Choice Voucher waiting list, it will mail notices to the applicants on the waiting list requesting updated information. The intent of the mailing is also to determine whether the applicant is still interested in the Housing Choice Voucher Program. The applicant will be required to respond to the request for information within a

specified time period. Each update notice will inform the applicant that, if they do not respond within the specified time period, the family will be withdrawn from the waiting list and will be given the opportunity for an informal review to dispute the withdrawal from the waiting list. The informal review process is described in Section IV. Y.

If the applicant fails to respond to MHA's request for updated information, or, any notice is returned to MHA as undeliverable, the applicant's name will be withdrawn from the waiting list.

### *Special Admissions*

Some applicant households will be admitted to MHA's Housing Choice Voucher Program without ever being on the waiting list or without considering the applicant's place on the waiting list. This may occur when HUD has awarded funding to MHA for a targeted group of households living in specified units. This HUD-targeted funding may include, but is not limited to:

- Families displaced because of demolition or disposition of a public or Indian housing development;
- Families residing in a multifamily rental housing development when HUD sells, forecloses or demolishes the development;
- Housing covered by the Low Income Preservation and Resident Homeownership Act of 1990;
- Non-purchasing families residing in a development subject to a homeownership program;
- Families displaced because of a mortgage prepayment or voluntary termination of a mortgage insurance contract;
- Families residing in a development covered by a project-based Housing Choice Voucher HAP contract at or near the end of the HAP contract term;
- Non-purchasing families residing in a HOPE 1 or HOPE 2 development;
- Over a 12-month period, families who are active participants in a Witness Protection Program and who are in need of assistance to move and ensure their continued protection, may be referred to MHA by either a Federal or State Law Enforcement Agency. Each referral must include certification by the Law Enforcement Agency that the family is a victim and/or witness of a violent crime and in a life-threatening situation. MHA will take all appropriate steps to maintain the confidentiality of each referral.

**E. Family Choice of Housing and Housing Type**

Generally, MHA does not offer special housing types as an option to Housing Choice Voucher families. However, MHA will not deny a family (with a disabled member) the right to use any of the following special types of housing in accordance with the program requirements: Single Room Occupancy; congregate housing; group home; shared housing or cooperative housing only if needed as a reasonable accommodation for persons with disabilities.

**F. Verification of Eligibility and Preference**

At the time of initial eligibility determination and reexamination, applicants and participants will be required to certify to all information they provide to MHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form which is a general release form. Documentation of all verifications will be placed in the applicant/participant file. Family income and assets and all factors related to eligibility must be verified, including preference for assistance as described in Section IV. D. of this plan. Verifications must be completed before an applicant will be issued a Voucher.

MHA will rely primarily on Upfront Income Verification (UIV) tools and third party verification tools to verify income and other eligibility factors. This will include obtaining income data directly from electronic sources such as the HUD Tenant Accounting Sub System (TASS), Enterprise Income Verification (EIV) system and the ACCENT system which provides access to records held by the Tennessee Department of Human Services. No adverse action will be taken against an applicant or participant without independent verification of the information obtain through a UIV system.

To obtain third-party verification, MHA will mail or fax forms directly to the third party verification source and have them return the information back to MHA. Oral verification with the third party by phone will be obtained when efforts to obtain written verification have been unsuccessful. If third party verification is not possible, MHA will review documents brought in by applicants/current participants. If there are no documents, MHA may use a notarized applicant certification for verification.

In all cases, the highest level of verification, as outlined in HUD regulations, will be attempted before moving on to another verification method.

**G. Notification of Ineligibility**

Ineligible families will be notified by mail and given the reason for the determination, with an opportunity to request an informal review. Reasons why a family may be determined ineligible or denied assistance are included in Section IV. C. and Section IV. W. respectively.

**H. Computation of Total Tenant Payment and Determination of Rent**

Once verification is complete, MHA will compute Annual and Adjusted Income and Total Tenant Payment in accordance with 24 CFR Part 5.

*Calculation of Total Tenant Payment, Family Share and Family Rent to Owner*

Total Tenant Payment will be calculated using the greater of: a) 30% of the family's adjusted monthly income; b) 10% of the gross monthly family income; or c) the MHA minimum rent of \$25. Family Share and Rent to Owner is calculated only after the family finds a unit, and is calculated as the difference between the lesser of the Payment Standard or Gross Rent for the unit and the family's Total Tenant Payment.

*Minimum Rent*

MHA has adopted a minimum rent for the program of \$25. It is used as determined when applying the formula to calculate Total Tenant Payment as described above.

*Minimum Rent Hardship Exemption*

MHA will grant an exemption from application of the minimum monthly rent to any family making a proper request, in writing, that it is unable to pay the monthly minimum rent because of financial hardship, which includes:

- The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationalization Act, who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- Family income has decreased because of changed circumstance, including loss of employment;
- A death in the family that affects the family circumstances; or
- Other circumstances as determined by MHA on a case-by-case basis.

If a family requests a hardship exemption, MHA will suspend the minimum rent charge and adjust the HAP payment effective on the first of the month following the change in the family's circumstances. The family must provide documentation of the hardship. MHA will determine if the hardship is temporary or long term.

If the hardship is determined to be temporary, the minimum rent will be suspended for a period of ninety (90) days from the date of the family's request. At the end of the 90-day period, the minimum rent will be reinstated retroactively to the date of suspension. MHA will offer to execute a reasonable repayment agreement to cover the minimum rent charges accumulated during the suspension period. If MHA determines that the hardship is long term, the exemption will be applied so long as the hardship continues. Hardship determinations are subject to MHA's informal hearing process.

*Determination of Rent*

The Housing Choice Voucher subsidy is based on the established Payment Standard that reflects the cost to lease a unit in the area. If the gross rent (contract rent, plus utilities) is less than the Payment Standard, the family pays the Total Tenant Payment (“TTP”). If the gross rent exceeds the Payment Standard, the family pays the TTP plus the amount by which the gross rent exceeds the Payment Standard.

Once the unit is selected, the family’s portion of the rent is calculated as the difference between the gross rent and the lesser of the Payment Standard for the voucher size issued, or the unit size selected by the family.

At admission or transfer to a new unit, families are prohibited from paying more than 40% of their monthly adjusted income for rent when the gross rent exceeds the payment standard.

#### *Payment Standard*

MHA establishes payment standards based upon the HUD published Fair Market Rents for the Memphis Metropolitan Statistical area. The Fair Market Rent published by HUD is based upon the 40<sup>th</sup> percentile of rents charged to recent movers (within prior two-year period) in the private rental market. The MHA payment standard is based on a “basic range,” which is between 90% to 110% of the 40<sup>th</sup> percentile FMR. MHA reviews payment standards annually, at the time new Fair Market Rents are published. MHA will revise the payment standards as necessary to ensure that families are able to find and lease a variety of units in a variety of neighborhoods with the maximum subsidy permitted by use of the payment standard in effect.

At the time the payment standard analysis is conducted each year, MHA will determine the number of currently assisted families paying more than 40% of income for rent, and will base the determination of payment standard adjustment on that information. If more than 10% of currently assisted households are paying more than 40% of income for rent, MHA will increase the payment standard to an amount within the basic range that will result in no more than 10% of families paying more than 40% of income for rent.

MHA will also review market data to ensure that the Payment Standard provides a subsidy adequate to enable families to lease units in neighborhoods that are not traditionally entered by Section 8 families.

#### *Additional Adjustments to the Payment Standard*

At least annually, MHA will review its payment standard to determine if an adjustment is needed for some or all units. In determining if an adjustment is appropriate, MHA will consider: assisted families’ rent burdens, availability of suitable vacant units with rents below the payment standard, size and quality of units selected and/or the leasing success rate.

#### *Utility Allowance*

The utility allowance used is based on the actual size of the unit the family selects regardless of the size authorized on the family’s Voucher. The Utility Allowance Schedule will be reviewed on an annual basis and adjusted as needed.



Any allowance for utilities will be deducted from the Total Tenant Payment to determine the Family Rent to Owner. Where the Utility Allowance exceeds the Total Tenant Payment, the tenant will pay \$0 rent and the difference between the utility allowance and the Total Tenant Payment will be issued in the form of a two party check to the tenant and Memphis, Light, Gas and Water as a Utility Reimbursement towards utilities.

As a reasonable accommodation for families with a disabled household member, MHA will approve a utility allowance that is higher than the applicable amount on the utility allowance schedule.

### **I. Housing Choice Voucher Issuance and Briefing**

All eligible applicants (based on full and complete verification) are required to attend a briefing before a Voucher is issued. The briefings may be group or individual meetings. The Voucher will be issued during the briefing session.

#### *Briefing Packet*

Each family will receive a briefing packet containing, but not limited to, the following:

1. The term of the Voucher;
2. A description of MHA's policy on granting extensions or suspensions of term and how a family can request extensions;
3. Information on computing the Housing Assistance Payment;
4. Information on the Payment Standard and MHA's Utility Allowance Schedule;
5. How MHA determines the maximum rent for an assisted unit;
6. What the family should consider in deciding whether to lease a unit such as unit condition, reasonableness of rent, cost of tenant-paid utilities, whether the unit is energy efficient, and location of unit to public transportation, employment, schools and shopping;
7. Where the family may lease a unit using portability and how portability works;
8. HUD required tenancy addendum;
9. Request for Tenancy Approval and the process of obtaining an inspection;
10. MHA's policy on providing information to prospective landlords;
11. MHA's subsidy standards including any exception to these standards;
12. HUD brochure on selecting a unit;

13. Information on Upfront Income Verification (UIV) tools used to verify income;
14. HUD brochure, *Protect Your Family From Lead in the Home*;
15. Fair Housing Brochure and information, (HUD-903) and a Discrimination Complaint Form (HUD-903a);
16. List of landlords or real estate agents who may be willing to lease a unit or may be able to help the family locate a unit;
17. Notice that if the family includes a disabled person, the family may request a current listing of accessible units, known to MHA, that may be available;
18. Family program obligations;
19. Grounds under which MHA may terminate the family's assistance;
20. Informal hearing and review process and how to request a hearing;
21. A Voucher showing the bedroom size; and
22. Other items as MHA may determine.

### *Briefing Session*

The briefing will cover the information in the packet and discuss the following topics:

1. Family, Owner and MHA Responsibilities under the Lease and Contract
2. Expiration and Extension of the Voucher
3. A description of the general location and characteristics of neighborhoods in Shelby County
4. Tips on Where to Look for Housing  
  
Sources of information on available units (e.g., newspapers, community bulletin boards) should be obtained. MHA will also provide a list of owners who have indicated a willingness to participate in the Housing Choice Voucher Program. Families will also be advised to maintain contact with the Housing Choice Voucher staff.
5. Housing Quality Standards  
  
HQS, rent reasonableness and procedures for inspections will be addressed. Housing quality standards to be used are described in 24 CFR 982.401.

6. Encouragement to consider all neighborhoods within Shelby County when searching for a unit. MHA will provide information on portability of the Voucher and its use to move out of areas of high poverty concentration.

7. Landlord-Tenant Laws and Federal, State and Local Fair Housing Laws

The participants' fair housing rights and what to do if discrimination is encountered will be discussed. In cases where discrimination is suspected, MHA will advise and assist the family to file a discrimination complaint with the Department of Housing and Urban Development.

8. Assistance to Elderly and Individuals with Disabilities

Additional assistance that is available for persons with disabilities or elderly households will be described. Housing Choice Voucher staff will provide as much assistance as possible and refer participants to social service agencies as needed.

9. Calculations/Explanation of Total Tenant Payment, HAP, Maximum Subsidy, Utility Allowances, and Utility Reimbursements

The applicable Payment Standard and Utility Allowance will be discussed as well as calculation of Total Tenant Payment, Family Share, Family Rent to Owner, Housing Assistance Payment, Maximum Subsidy and Utility Reimbursement. Allowances will also be explained.

10. Information Provided to Prospective Landlords about Participants

**J. Housing Choice Voucher Term and Suspension (Tolling) Policy**

Each Housing Choice Voucher recipient will be given a maximum of **60 days** (excluding any tolling time) to look for a unit. Extensions, not to exceed a maximum additional period of 60 days, are permissible at the sole discretion of MHA.

Extensions of search time will only be permitted for the following reasons:

- The family has a medical condition or handicap, which makes locating an accessible unit difficult;
- The family has three or more minors; or
- There is evidence of the family's search for a unit in a low-poverty area (such as submission of a Request for Tenancy Approval for a unit in a low-poverty area).
- There is evidence that a family has experienced discrimination due to their voucher holder status. The incident must be reported to the Memphis Fair Housing Center. To qualify for an extension, the family must obtain a written account of the discrimination to MFHC and evidence that they continued to search for housing. MHA will verify all

requests with MFHC. Requests for extension under this category must be reviewed and approved by a Supervisor.

If a Voucher is about to expire, a family must submit a written request for an extension to MHA. The request must be submitted no later than five days **prior to** the expiration date. MHA will review the circumstances and determine whether an extension may be granted. MHA will provide to the family written documentation of any extension of search time.

### *Tolling*

In situations where a selected unit has been disapproved by MHA, the Authority will suspend the day count (term) of the Voucher as of the date the family submitted a Request for Tenancy Approval. The term will resume, beginning with the date the family is notified of the disapproval, and will continue for the number days remaining on the voucher at the time family submitted a Request for Tenancy Approval.

If the family has not found a unit within the maximum term allotted, with any extensions, the Voucher will expire and the family will be removed from the waiting list. Families seeking another opportunity for assistance must reapply to the program upon the reopening of the waiting list.

### **K. Information Provided to Prospective Landlords About Participants**

Upon written request, MHA will provide the current address and, if known, name and address of owner at participant's current and prior address to prospective landlords. MHA conducts a criminal background check on all applicant household members who are at least 17 years of age. MHA will inform all property owners interested in participating in the Housing Choice Voucher Program that tenant screening for payment and other lease compliance behavior is the owner's responsibility, and is not performed by MHA.

### **L. Security Deposits**

The property owner may collect a security deposit. The owner determines the amount of the deposit in accordance with local practices. MHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

### **M. Portability**

The portability feature allows a participating Voucher family to move from one jurisdiction to another with continued assistance. Voucher holders may move anywhere there is a Housing Agency that administers a tenant-based program. Families that are new admissions to the HCV program must meet the income eligibility requirements in the areas where the family initially leased a unit with assistance. Participant families must also meet the income eligibility requirements in the area to which the family plans to move. In this case, the family is considered "continuously assisted" and the Low Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

A family, in which the head of household or spouse of the family lived within the city of Memphis or Shelby County on the date of application, is eligible for portability at the time a Voucher is issued. Other families must first lease a unit within MHA's jurisdiction for 12 months before becoming eligible for portability, unless the receiving PHA mutually agrees to accept the outgoing family.

MHA does not permit families to move during the initial lease term under portability procedures.

Families must notify MHA in writing when they want to move using the portability feature. When a family notifies MHA that it wants to move under the portability procedures, MHA will contact the receiving Housing Authority. MHA will confirm the following to the receiving HA:

- The family is eligible for assistance, (i.e., meets the requirements of MHA); and
- A Voucher has been issued to the family.

MHA will always participate in assisting clients who wish to exercise portability. To the greatest extent possible, MHA will absorb Voucher holder families moving into Shelby County from other jurisdictions. MHA will administer assistance to such families on behalf of an initial HA when the MHA program utilization rate is 100% or the cost of absorbing the contract is prohibitive within the HUD approved budget

MHA will encourage and request other Housing Authorities to absorb families who move out of the city of Memphis or Shelby County, but will fully cooperate if a Housing Authority wishes to administer MHA assistance.

#### **N. Requirements for Lease Submission and Unit Approval**

Voucher holders must submit a fully completed and executed Request for Tenancy Approval (RTA) and a copy of the owner's proposed lease **prior to** Voucher expiration. Once this information is submitted, MHA will review the landlord lease, determine rent reasonableness, inspect the unit and approve of the owner. If a RTA is delivered or received on the expiration date, the RTA will be accepted and the unit scheduled for inspection. If the unit subsequently fails after two inspections, the family will be provided with one day of tolling time as described in paragraph H. of this Section.

#### *Landlord Lease*

A lease between the owner and tenant shall be in a standard form used by the owner for other unassisted tenants. The initial lease term cannot be for less than one year. The terms and conditions of the lease shall be consistent with State and local laws.

*Rent Reasonableness*

Rent reasonableness will be determined for all new leases and rent increases. A reasonable rent to the owner is defined as a rent that is not more than rent charged for comparable units in the private, unassisted market and for comparable unassisted units. MHA will not approve a subsidized tenancy until a determination has been made that the initial rent to the owner is reasonable. The reasonableness of the rent requested by the owner will be determined by considering the following factors:

- Location;
- Quality;
- Size;
- Unit Type;
- Age of the Contract Unit;
- Amenities;
- Housing Services;
- Maintenance; and
- Utilities provided by the Owner in accordance with the Lease.

MHA maintains market survey information on rents for comparable units in the area. Market survey information that is more than 24 months old is not used for determining rent reasonableness.

If MHA determines that the amount of rent requested by the owner is not reasonable, a reasonable rent will be computed, and MHA staff will tender a counter-offer to the owner. Failure by the owner to lower the rent will result in disapproval of the unit for the program. If the unit is disapproved and the family's voucher has expired, tolling time will be added to the term of the voucher as described in paragraph H. of this Section

### *Inspection Standards*

MHA adheres to Housing Quality Standards (HQS) standards as established in 24 CFR 982.401 to perform all required inspections. Interpretative guidance for HQS acceptability criteria is taken from Form HUD 52580-A dated 9/00, the HUD Housing Inspection Manual and MHA Inspection Policy and Procedure memoranda. Before any unit is approved under the Housing Choice Voucher Program, MHA requires compliance with HQS. Units must be inspected and pass HQS prior to approval of any lease, and at least annually thereafter. Inspections may also occur on other occasions, as warranted, such as in the case of a request for inspection by the owner or family.

Property owners/agents and families are encouraged to be present during an inspection of their unit(s) by MHA.

If at the initial inspection there are defects or deficiencies, which must be corrected to make the unit decent, safe and sanitary, the owner, will be advised by MHA of the work required. MHA will give the owner a specified date by which to complete the work. Before a contract is executed, any unit that fails must be reinspected to ascertain whether the necessary work has been performed. The unit must be approved as compliant with HQS before execution of the contract.

### *Proof of Ownership/ID*

MHA will require all property owners who request to rent their units through the Section 8 program to provide a picture ID and proof of ownership. Acceptable forms of ownership documentation include a deed, property mortgage insurance paperwork, property tax records and closing escrow documents (for recent transactions only). The owner must provide a minimum of one (1) document establishing ownership. MHA will compare the documentation provided by the property owner with information available on the Shelby County Tax Assessor and the Register's Office websites, when available. In cases where the owner has elected to utilize the services of a property management company or has otherwise designated an agent to act on his/her behalf, MHA may request a copy of the management or agent agreement in addition to proof of ownership documentation. MHA may not enter into a Housing Assistance Payment contract for any property until ownership, and, if applicable, authorization to act on the owner(s) behalf, are clearly established. MHA reserves the right to request additional documentation as necessary.

*Disapproval of Property Owner*

MHA will not approve a unit if the owner has a history or practice of failing to terminate tenancy in units assisted under Housing Choice Voucher or any other federally assisted housing program for activity by the tenant, any member of the tenant's household, a guest or another person under the control of any member of the household that:

1. Threatens the right to peaceful enjoyment of the premises by other residents;
2. Threatens the health or safety of other residents, of employees of the MHA, or of owner employees or other persons engaged in management of the housing;
3. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
4. Engages in drug-related or violent criminal activity.

MHA will also deny owner participation for one or more of the following reasons:

1. The owner is debarred, suspended or subject to a limited denial of participation by HUD;
2. If directed by HUD because the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act;
3. If directed by HUD because a court or administrative agency has determined that the owner has violated the Fair Housing Act.
4. Acts in collusion with a recently debarred or suspended owner for the purpose of circumventing the debarment or suspension.

MHA, at its discretion, may deny participation to an owner if any one of the following conditions exists:

1. The owner has violated obligations under any Housing Choice Voucher HAP contract;
2. MHA has obtained documentation that the owner has committed fraud under any Federal housing program; or
3. The owner has engaged in drug-related criminal activity or any violent criminal activity.
4. Repeated failure of HQS.
5. The owner threatens or is abusive towards MHA personnel.
6. The owner(s) has not provided adequate proof of ownership.



The individual circumstances and seriousness of such conditions will be considered prior to disapproval of an owner.

If MHA determines that the owner and unit are acceptable, the assistance contract may be approved. If the unit cannot be approved, the owner and subsidy holder will be notified and provided with the reason and an opportunity to correct any deficiencies.

*Property Owner or Landlord Suspension and Debarment*

Property owners, landlords, and/or their designees, who commit fraud within the Section 8 program or knowingly violate the HAP Agreement may be suspended or debarred at the discretion of the Authority. It will be handled as an internal administrative matter of the Memphis Housing Authority

Contracts or HAP agreements shall not be entered into or awarded to debarred or suspended owners or landlords. A debarment by the Authority shall be for a period of six (6) years. Suspensions may be issued for any period from one (1) to five (5) years.

If an owner, landlord or their designee, is determined by the Authority to have committed an act or action justifying the sanction of suspension or debarment, the landlord shall be advised in writing by regular and certified mail of the reason for the determination.

The Owner or Landlord will have fifteen (15) days from the date the notice is mailed to appeal the determination to the Executive Director in writing by certified mail. Upon receipt of said notice the Executive Director will schedule a hearing for the owner before the Section Eight Hearing Panel or other designated review panel

The panel or review committee will within 15 working days from the date the grievance is held render an advisory decision in writing to the Executive Director. The Executive Director may accept, reject or amend the decision of the Panel and will notify the Owner or Landlord within 10 days of his disposition of the matter. The Executive Director's disposition shall be final and binding upon the Agency and Owner.

*Restriction on Renting to Relatives*

Housing Choice Voucher recipients may not rent units which are owned by a close relative (defined as the parent, child, grandparent, grandchild, sister, or brother) of any member of the recipient's household. The exception to this rule is if the recipient household member has a disability and, renting from a close relative is determined to be a reasonable accommodation. This policy applies only to new admissions and transfers. The policy does not affect current participants who are leasing units from close relatives until they decide to move or unless the owner wishes to amend the lease or execute a new HAP Contract for the same unit. It also does not affect families at the time that their subsidy is converted to the Housing Choice Voucher so long as they remain in the same unit under the same lease agreement.

**O. Lease Requirements and Contract Execution**

After the unit passes inspection and the Contract Rent is approved, MHA will confirm the family composition and income and allowances with the family. Changes will be re-verified. The owner and tenant will provide MHA with a copy of the signed Lease.

Federal regulations require that the lease include the following as grounds for lease termination:

1. Drug-related criminal activity or violent criminal activity: engaged in on or near the premises by any tenant, household member or guest; or, engaged in on the premises for any other person under the tenant's control;
2. Illegal drug use or a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises) and by persons residing in the immediate vicinity of the premises;
4. When it is determined the tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit crime that is a felony under the laws of the state from which the individual flees; and
5. When the tenant is violating a condition of probation or parole imposed by Federal or state law.

*Family Obligations*

The family shall be obliged under the terms of its Voucher subsidy to:

1. Supply such certification, release information or documentation as MHA determines to be necessary in the administration of the program, including information required by MHA for a regularly scheduled re-examination or interim re-examination of family income and composition in accordance with HUD requirements.
2. Allow MHA to inspect the dwelling unit at reasonable times and after reasonable notice.
3. Notify MHA at least thirty days before vacating the dwelling unit.
4. Use the dwelling unit solely for residence by the family and as the family's principal place of residence; and shall not assign the lease or transfer the unit.
5. Avoid creating a breach of HQS by:
  - Failing to pay for utility bills in the family's name;

- Not allowing the landlord/owner access to the unit to make repairs;
  - Failing to provide and maintain any appliances the owner is not required to provide; or
  - Damaging or allowing any family member or guest to damage the unit or common areas.
6. The family must also correct, within 24 hours, any life-threatening breach of HQS it has caused, and any other violations within the time frame specified by MHA.
7. The family shall not:
- Commit serious or repeated violations of the lease.
  - Own or have any interest in the dwelling unit. However, if the owner is a cooperative, the family may be a member of the cooperative.
  - Commit any fraud in connection with the Housing Choice Voucher Program; and
  - Receive assistance under the Housing Choice Voucher Program while occupying, or receiving assistance for occupancy of, any other unit assisted under any Federal housing assistance program (including any *Housing Choice Voucher Program*).
  - Engage in any drug-related criminal activity, violent criminal activity, or illegally possess weapons.
  - Engage in the use of illegal drugs or abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
8. Families must report to MHA any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days. At initial lease-up, and while preparing to move-in, MHA will allow the families to be absent from the unit up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days, unless the participant can document a medical need.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than 90 days for a reason other than medical need, the unit will not be considered the family's principal residence and the family shall be terminated from the program.

**P. Information and Assistance**

Program participants will be informed that MHA staff is available to discuss and assist with any program related issues. Participants will be instructed to contact owners directly to request needed maintenance or repairs; however, if the owner fails to respond within a reasonable period

of time, the family should contact the MHA Inspections Department to schedule a complaint inspection.

**Q. Reexamination of Household Composition, Income, Allowances and Rent**

*Annual Reexaminations*

MHA will re-examine the income, assets, expenses and family composition of all families at least annually. Approximately ninety (90) days prior to the family's re-examination effective date, the family will be notified of a scheduled re-examination interview. If the family is unable to attend the scheduled interview, another appointment will be scheduled. If the family fails to keep the second appointment, MHA may send the family a notice terminating assistance under the Housing Choice Voucher Program, effective on the family's re-examination effective date.

*Move to a New Unit*

Re-examination will be required when a family receives a new Housing Choice Voucher for the purpose of moving to a new unit to ensure that the re-examination cycle continues to parallel any new HAP contract anniversary date.

*Interim Reexaminations*

Rent and other charges shall remain in effect for the period between regularly scheduled re-examinations, except when:

- There is a change in the household composition. Any change in the household composition must be reported within 30 days. If the change in household composition results in a reduced income for the household, the tenant's rent will be adjusted. Any new household members must be approved by MHA. If the addition of a household member results in an increase in income, the tenant's rent will be adjusted accordingly.
- There is a decrease in household income that is expected to last longer than 30 days.

Decreases in the tenant's Total Tenant Payment will be effective the first day of the month following the month in which the change is reported; provided, the change was reported within 30 days. Increases will become effective at the first day of the second month following the date the change occurred.

Interim re-examinations do not affect regularly scheduled re-examination effective dates.

MHA will schedule special re-examinations every 180 days for families reporting zero (\$0) income. Families reporting \$0 income will be required to have all adult household members sign a certification of \$0 income and a Release allowing MHA to obtain a certified copy of any tax return submitted to the IRS by all adults residing in the household. Failure to comply with these re-examination requirements will be considered grounds for termination of assistance.

**R. Contract Rent Increases**

At all times during the assisted tenancy, the rent to the owner may not exceed the reasonable rent as most recently determined or redetermined by MHA.

MHA will redetermine the reasonableness of the rent under the following circumstances:

- Before any increase in the rent to the owner;
- If there is a 5 percent decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary; or
- If directed by HUD.

Rent increases will not be approved unless the rent is comparable and the unit is in decent, safe, and sanitary condition and the owner is in compliance with the terms of the HAP contract and lease.

The Contract Rent may not be increased during the initial term of the lease. After the initial term, owners may request an increase at any time but must provide written notice of any proposed increase to the family and to MHA in accordance with the lease and contract. The increase will not be approved unless the increased rent meets rent reasonableness requirements and the family agrees to the increase.

Families who wish to move because of the owner's rent increase will be required to give the owner proper notice and notify MHA at least 30 days in advance.

## **S. Rent Abatement and Contract Terminations for HQS Violations**

### *Non-Emergency HQS Inspections*

MHA will send the owner advance written notification, in accordance with the HAP contract, when MHA plans to abate payments. MHA will also notify the family of this action and apprise the family of its responsibility, based on applicable State or local law, for the payment of the tenant share of rent to the owner. When an owner fails to correct cited repairs within the specified time frame, housing assistance payments will be abated at the end of the month in which the failed reinspection occurred, and will continue until such time when:

- The owner corrects the deficiencies, in which case the housing assistance payments may be resumed as of that date; or
- The HAP contract expires or is terminated.

No retroactive payments will be made for the period during which the rent abatement occurred. When the deficiencies are corrected, however, proration of the monthly HAP payment may be provided to the owner based on the date a MHA inspector certified the required work was completed.

MHA will terminate HAP contracts which are under abatement at the earlier of: a) the month the family living in the unit has moved, or b) two months after the last HAP payment was made.

### *Emergency HQS Inspections*

In cases of owner or tenant failure to repair life-threatening conditions within the required 24-hour time period, HAP contracts will terminate the end of the month following expiration of a 30-day notice to terminate. Life-threatening conditions include, but are not limited to:

- No heat between November 1 and March 1.
- No electricity in the entire unit.
- No running water.
- Natural gas leak or fumes from any fuel burning equipment.
- Major plumbing leaks or flooding (such as sewer backup or stoppage).
- Any electrical outlet, switch, stationary light fixture, fuse box or circuit breaker that smokes, sparks or short circuits, creating a fire hazard.
- Uninhabitable units due to fire, tornado, destroyed or vandalized property that prevents a tenant from using the bathroom or kitchen or from entering the dwelling unit.
- Any life threatening condition as determined by the inspector and approved by the inspection supervisor.

## **T. Repayment Agreements**

If a participant owes money to MHA, MHA may require the participant to enter into a repayment agreement or may require repayment on demand. If the participant does not comply with the repayment agreement, MHA may terminate the participant from the program. However, MHA will consider extenuating circumstances on a case-by-case basis.

If MHA determines that the family committed fraud or was grossly irresponsible, MHA may require the family to repay the entire amount in full or have its assistance terminated, since fraud or gross irresponsibility are considered a violation of a family obligation.

In no case does MHA have a responsibility to enter into a repayment agreement. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed. MHA may take such action, as necessary, to collect the amounts owed.

**U. Family Moves**

*Moves Requested by Participant Family*

A family is not permitted to move during the initial lease term. Thereafter, families may move no more frequently than once every twelve months.

A participant family, who wants to move, **must** vacate the unit in compliance with the lease (e.g. provide landlord with adequate notice). The family must provide MHA thirty (30) days written notice and a Request for Tenancy Approval in order to receive a Voucher to lease a new unit. MHA may opt to conduct a criminal background check of the members of the household who are 17 years of age and older prior to approving the issuance of a voucher to move. Provided all obligations have been met, the family will be issued a Voucher to lease a new unit.

*Moves Required by MHA*

MHA may require participant families to move from one unit to another unit if the unit is overcrowded or the owner fails to comply with HQS requirements.

**V. Family Break-Up**

In the case of family break-up, MHA has the discretion to decide which members of an assisted family will continue to receive the housing assistance. The factors to be considered may include: whether the assistance should remain with family members remaining in the original assisted unit; the interest of minor children or of ill, elderly or disabled family members; and whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under the settlement or judicial decree, MHA will follow the court's determination of which family members continue to receive assistance in the program.

**W. Termination of Tenancy**

*By the Owner*

An owner may evict the resident from the unit only by instituting a court action and only for one of the following reasons:

1. Serious violation (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violation of the terms and conditions of the lease;
2. Violation of Federal, State or local law which imposes obligations on the resident in connection with the occupancy or use of the dwelling unit and surrounding premises; or
3. Other good cause (only permitted after expiration of the initial lease term).
4. Owner termination of residency for other good cause may include:

- The tenant’s failure to accept the offer of a new lease in accordance with HUD regulations
- A history of disturbances of neighbors or destruction of property;
- Living or housekeeping habits resulting in damage to the unit or property;
- Criminal activity by family members involving crimes of physical violence to persons or property;
- A business or economic reason; and
- The owner’s desire to utilize the unit for personal or family use.

This list of examples is intended as a non-exclusive statement of some situations included in “other good cause,” but shall in no way be construed as a limitation on the application of “other good cause” to situations not included in the list.

If the owner opts not to renew the Lease or to terminate the HAP contract for a business or economic reason (such as the sale of the property, renovation of the unit or desire to rent the unit at a higher rate) or if the HAP contract is to expire, the owner must give written notice to the family and MHA in accordance with the lease.

The owner must notify MHA in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the resident under State and local law. The notice to MHA may be given by furnishing to MHA a copy of the notice to the tenant.

*By the Tenant*

The tenant may terminate the lease without cause at any time after the initial term of the lease, according to the requirements stated in the lease, with written notice by the tenant to the owner (with a copy to MHA). The tenant may, however, only receive a Voucher to move if it has been at least 12 months since the last household move with assistance.

**X. Denials and Terminations**

*MHA Termination of the HAP Contract*

MHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases, the HAP contract will terminate on the last day of the month following the month in which MHA provided the owner with notice.

MHA may terminate the HAP contract for any owner breach of contract, including the following:

1. HAP contract violation (such as not maintaining HQS);



2. Any fraud or bribery or other corrupt or criminal act in connection with Federal housing programs;
3. Has a history or practice of failing to terminate tenancy of tenants of assisted units for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (a) threatens the right to peaceful enjoyment of the premises by other residents; (b) threatens the health or safety of other residents, of employees of MHA, or of owner employees or other persons engaged in management of the housing; (c) threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or, (d) commits drug-related criminal activity or violent criminal activity.
4. Engaging in any drug-related criminal activity or any violent criminal activity; or
5. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program. (Only for projects with mortgages insured or loans made from HUD.)

The nature and extent of circumstances will be considered when such HAP contract terminations are proposed.

*Denial or Termination of Assistance to Applicant/Participant Families:*

MHA may deny housing assistance to any applicant household:

1. Who does not meet eligibility requirements;
2. Who has any household member who refuses to sign or submit consent forms;
3. Wherein the Total Tenant Payment is greater than the Payment Standard;
4. Who has any household member who has been evicted from public housing within the past five years.
5. If MHA has ever terminated assistance to any household member under the Housing Choice Voucher Program.
6. Who has any household member who illegally possesses weapons.

MHA may deny or terminate housing assistance to any applicant or participant household who:

1. Violates program obligations, including compliance with HQS.
2. Commits fraud in connection with this program or any other Federal housing assistance program. If MHA determines that the family committed willful and intentional fraud, MHA may require the family to repay any amount owed in full or the family's assistance may be terminated. MHA may, at its discretion, offer the applicant or participant the opportunity to enter into an agreement to repay the amounts owed to MHA or another

Housing Authority. If MHA elects to make such an offer, the agreement shall be on terms prescribed by MHA. MHA may, at any time, deny or terminate assistance for breach of such agreement. (See also Section T. Repayment Agreements.)

3. Owes money to MHA or any other Housing Authority in connection with the Housing Choice Voucher Program or the Public Housing Program, if an applicant; or owes money to MHA and breaches a reimbursement agreement, if a Housing Choice Voucher participant;
4. Has engaged in or threatened abusive or violent behavior toward MHA personnel;
5. Has \$0 in housing assistance payments paid on the family's behalf for six months;
6. Is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
7. Is convicted of other drug-related or violent criminal activity within the past two years.
8. Is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household is known to have lived.
9. Has any household member who illegally possesses weapons;

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, MHA will consider all of the circumstances of the case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days to MHA. At initial lease-up, and while preparing to move-in, MHA will allow the families to be absent from the unit up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days, unless the participant can document a medical need.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than 90 days for a reason other than medical need, the unit will not be considered the family's principal residence and the family shall be terminated from the program.

## **Y. Informal Reviews and Hearings**

### *Informal Reviews of Procedural Compliance*

To request an informal review of MHA's decision to deny assistance, an applicant for participation in the Housing Choice Voucher Program must submit a request for a review. The request must be submitted in writing, within 10 business days from the date of MHA's initial notice of determination. MHA shall give an applicant an opportunity for an informal review of a decision denying the applicant for one of the following reasons:

- Listing on MHA's waiting list;
- Issuance of a Voucher;
- Participation in the program; or
- Any type of preference.

Informal reviews will not be granted to applicants who dispute the following actions:

1. The number of bedrooms entered on the Voucher;
2. A determination that a unit does not meet or comply with Housing Quality Standards;
3. A decision not to approve a request for an extension of the term of the Voucher; or
4. General policy issues or class grievances.

The informal review shall be conducted by a staff member(s) designated by MHA, other than a person who made or approved the decision, or a subordinate of such person.

MHA shall give the applicant prompt written notification of the result of the hearing. The notification shall:

- Be given personally to the applicant or member of the family or sent by first class mail to the last known address; and
- Give a brief statement of the reason(s) for the decision.

### *Informal Hearings*

To request an informal hearing, the participant in the Housing Choice Voucher Program must submit a request, in writing, within ten (10) business days from the date of MHA's notice of adverse action. MHA shall give the participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant are in accordance with law, HUD regulations and MHA rules in the following situations:

- A determination of the amount of Total Tenant Payment, Family Share, Family Rent to Owner, or Payment Standard. (This requirement does not apply to utility allowance schedules.)
- A decision to deny or terminate assistance on behalf of the participant;
- A determination that a participant family is residing in an overcrowded dwelling unit;
- In the case of a participant who wants to move to another dwelling unit, a determination of the number of bedrooms to be entered on a Voucher; and
- A decision to delay, terminate or deny assistance because of ineligible immigration status (this applies to both applicants and participants).

An informal hearing **will not** be granted to participants to review:

- General policy issues or class grievances;
- A determination that
  - a unit does not comply with Housing Quality Standards,
  - that the owner has failed to provide decent, safe and sanitary housing, or
  - that the unit is not decent, safe and sanitary because of an increase in family size or change in composition; or
- A decision by MHA to exercise any remedy against an owner.

The informal hearing for participants shall be conducted in accordance with the following procedures:

1. MHA shall appoint a hearing officer or **panel** to conduct the hearing, other than the person who made or approved the decision under review or a subordinate of such person;
2. The family, at its own expense, may be represented by a lawyer or other representative;
3. The family or its counsel/representative shall be given an opportunity to examine evidence, question adverse witnesses, and to present testimony and evidence in its favor;
4. Evidence shall be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings;
5. The hearing officer or **panel** shall issue a written decision stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing; and
6. A copy of the hearing decision shall be furnished promptly to the participant.

MHA is not bound by a hearing decision:

1. Concerning a matter for which MHA is not required to provide an opportunity for an informal hearing;
2. Beyond the authority of the person conducting the hearing under MHA's hearing procedures; or
3. Contrary to HUD regulations or requirements or otherwise contrary to Federal, State or local law.

If MHA determines that it is not bound by a hearing decision, MHA shall promptly notify the participant of the determination and of the reasons for the determination.

**Z. Damages to the Unit, Unpaid Rent and Vacancy**

*Special Claims: Form of HAP contract dated prior to 9/95*

Housing Assistance Payments contract forms prior to the 9/95 edition, entitle owners to bill MHA for tenant damages and unpaid rent not covered by the family's security deposit. To be reimbursed for damages, the owner must contact MHA within five (5) days of the tenant vacating the unit to schedule a move-out inspection to assess the damage.

The owner must also submit back-up documentation to MHA of attempts to bill the tenant for the unpaid rent and damages, and either actual invoices for repairs made, or projected cost estimates for work claimed to be necessary. The owner must also certify that these costs will not be reimbursed from some other source (e.g., insurance settlement). The owner must submit all required documentation within sixty (60) days of move-out to be eligible for a special claims payment.

MHA's maximum liability for unpaid rent and damages is specified in the contract.

The owner of a unit subsidized under a HAP contract edition prior to the 9/95 edition may also be entitled to receive vacancy loss from MHA if the family moved out without giving adequate notice. To receive vacancy loss reimbursement, the owner must first apply the security deposit collected (or what he/she could have collected), notify MHA of the vacancy, document attempts to re-rent the unit and certify that payments for the loss were not provided from some other source. The owner may be paid up to 80% of the contract rent for the month following move out.

*Use of the Security Deposit: September, 1995 versions of HAP contracts.*

When the tenant moves out of the dwelling unit, the owner (subject to state and local law) may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

No vacancy loss payments are permitted under the revised September, 1995 version HAP contract.

**AA. Restrictions on Assistance to Noncitizens**

As of June 19, 1995, HUD regulations prohibit MHA from providing housing assistance to noncitizens with ineligible immigration status. MHA will comply with all requirements of the regulations and the following policies:

*Continued Assistance at Full Amount*

Continued assistance at the full amount will be provided to certain mixed families. Mixed families are households in which one or more family members are citizens and/or have eligible immigration status and the remaining members do not. Mixed families that meet the following three criteria will receive continued assistance, at the full amount allowable under the Housing Choice Voucher Program, as long as they meet the requirements of the Housing Choice Voucher Program.

- The family was receiving assistance under a covered program as of 6/19/95;
- The family's head of household or spouse has eligible immigration status; and
- The only other people in the family without eligible immigration status are the head of household, spouse or parents or children of the head of household or spouse.

*Prorated Assistance*

All mixed families that are not eligible for, or interested in, continued assistance will be offered a prorated housing assistance payment based on the number of eligible family members. Applicant families who reject this option will not be assisted.

*Extensions of Time to Document Status*

Applicants and currently assisted households who have members who are noncitizens will be given an extension of time to submit evidence of eligible immigration status when the family:

- Submits the required declaration of eligible immigration status (see Section IV. C. Determination of Eligibility); and

- Certifies the evidence needed is temporarily unavailable, additional time is needed, and that prompt and diligent efforts will be undertaken to obtain the evidence.

MHA will notify families of whether their extension has been granted or denied, and the time period for the extension based on the circumstances. If the extension is denied, MHA will provide the reason for denial.

*Denial or Termination of Assistance*

Full or prorated assistance to an applicant or currently assisted household, with at least one person with documented status, will not be delayed, denied or terminated because of ineligible immigration status for the following reasons:

1. The INS verification process is not completed;
2. The family member in question moves;
3. The INS appeals process has not been completed;
4. For a currently assisted household, the informal hearing process is not complete;
5. Assistance is prorated; or
6. Mixed family assistance is continued or deferral of termination of assistance is granted.

Once the INS appeal process is completed, assistance to an applicant may be delayed (but not denied) until any requested MHA hearing is concluded.

Assistance to an applicant will be denied and a currently assisted household's assistance terminated when:

- Declaration of citizenship or eligible immigration status is not submitted by the specified deadline or any extension; or
- Required evidence is submitted but INS primary and secondary verification does not verify immigration status, and
  - Family does not pursue INS or MHA appeal; or
  - INS or MHA appeal is pursued but decision(s) are rendered against family.

MHA will send a notice when it decides to deny or terminate assistance for a household. The notice will include the reason for a denial, if the family has any rights to prorated assistance, the right to appeal to the INS and the right to request an informal hearing in lieu of or after the INS appeal.

- For applicants, the notice will advise that assistance may not be delayed until the conclusion of the INS appeal process but may be delayed during the informal hearing process.

### *INS Appeals*

If the secondary verification process does not confirm eligible status, MHA will notify the family in writing of the INS verification results and send the family a delay, denial or termination of assistance notice which informs the family of the right to file an appeal with the INS. The family has 30 days from the date of notification to request an appeal with the INS, in writing.

MHA may give a family an extension of time to file a request for extenuating circumstances.

No delay, denial or termination of assistance on the basis of immigration status will occur until the INS appeal process is completed.

When MHA receives a copy of the INS decision, MHA will notify families in writing of decisions concerning eligibility for assistance. If a family is ineligible, the notification will include the reasons and inform the family of its right to request an informal hearing.

### *Informal Hearings*

Families who are denied eligibility because they do not meet the requirements of the restrictions on assistance to non-citizens, may request an informal hearing within ten (10) days of the mailing of the INS decision or within ten (10) business days of MHA's decision to delay, terminate or deny assistance, or in lieu of an INS appeal. MHA will extend this request period for a specified period of time for good cause.

For currently assisted households, the informal hearing procedures are described under Section IV. Y. Informal Reviews and Hearings. For applicants, an informal hearing will be conducted by a person designated by the HA who may not be the person who made or approved the decision or a subordinate of the person who made or approved the decision. Applicant families requesting a hearing shall:

1. Have the opportunity to examine and copy documents pertaining to eligibility status (at their own expense);
2. Have the opportunity to present evidence and arguments in support of eligible status;
3. Have the opportunity to contest evidence used by the HA and to confront and cross-examine witnesses called by the HA;
4. Be entitled to be represented by an attorney or other designee;
5. Be entitled to arrange for an interpreter at the expense of the applicant or the HA, as agreed upon by both parties;



6. Be entitled to have the hearing recorded by audiotape.

MHA will notify the family of its decision within **fifteen (15)** business days of the informal hearing.

**BB. Administrative Fee Reserve Expenditures**

Expenditures from the administrative fee reserve of the Section 8 program in excess of \$10,000 will be approved by the MHA Board. Expenditures of less than \$10,000, must be approved by the Executive Director or his designee.

**VI. Monitoring Program Performance**

MHA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in applicant and participant files. Inactive files will be maintained for three years.

Applicable records related to immigration status will be maintained for 5 years. All other aspects of monitoring program performance will be performed in accordance with HUD requirements and MHA's policies.

In order to ensure adherence to the Housing Quality Standards and to monitor inspection determinations, a qualified staff person or agent of the Authority, who did not conduct the original or reinspection, will reinspect a random sample of the approved units.

**VII. Interpretation and Amendment**

**A. Interpretation**

The policies set forth herein shall be interpreted, implemented and acted upon in relation to the laws of the United States and the State of Tennessee, and all rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the Policies and Procedures described in this Administrative Plan and all of which are incorporated herein by reference and all current rules, regulations and policies, including, but not limited to, Income Limits, Utility Schedules and Fair Market Rents, shall be in accordance with Federal law.

**B. Amendment**

The policies outlined herein shall be amended only by resolution adopted by the affirmative vote of the MHA Board upon recommendation by MHA. No action shall be required to make changes required by laws of the United States or the State of Tennessee or any rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the herein expressed Policies, and all of which are incorporated herein by reference. MHA Board of Directors will be notified of any subsequent changes that may be effective through new Federal regulations.

## **APPENDIX 1**

### **Definitions of Terms**

#### Adult

A household member who has reached the age of legal majority in the State of Tennessee (18 years old) or a head, spouse, under the age of 18 who has executed the appropriate emancipated adult form.

#### Allowance for Dependents

\$480 deduction for each family member who is a dependent. (See definition of Dependent.)

#### Allowance for Disability Assistance Expenses

The amount of Disability Assistance Expense in excess of three percent of annual income which enables a family member (including the disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the disabled person or other family members to work.

#### Allowance for Medical Expenses

For Elderly and Disabled Families (see definition of Elderly Family below) the amount of medical expenses (see definition of Medical Expenses below) in excess of three percent of annual income.

#### Annual Income

The anticipated total annual income, before deductions, of an eligible family from all sources for the 12-month period following the date of determination of income. When the cash value of a family's assets is greater than \$5,000, the annual income derived from assets shall be the greater of the actual income derived or the imputed income computed at the passbook savings rate determined by HUD.

#### Applicant

A person who has filled out an application or pre-application with MHA for housing assistance.

Application

The full, formal and complete family information form signed by the head of household when the family is invited for an interview before a vacant apartment is anticipated. The applicant's signature on the application form certifies that all information provided is complete and accurate.

Assets

The value of equity in real property, savings, stocks, bonds, checking, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is not considered an asset. The value of such assets will be determined in accordance with HUD guidance.

Certification

To formally confirm the information provided in a document through signature.

Child

A child is defined as a minor.

Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen

Means a citizen or national of the United States.

Continuously Assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Dependent

A member of the household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person, or is a Full-time Student.

Disabled Family

A family in which the head of household, spouse, or co-head of household is a disabled person.

Disabled Person

A person is considered disabled if one of the following definitions is met.

- a. Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.
- b. A person having a physical or mental impairment that:
  1. Is expected to be of a long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that such ability could be improved by more suitable housing conditions.
- c. A developmental disability is a severe, chronic disability which:
  1. Is attributable to a mental and/or physical impairment;
  2. Was manifested before the age of 22;
  3. Is likely to continue indefinitely;

Results in substantial functional limitations in three or more of the following areas: capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency; AND

Requires special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned or coordinated.

- d. No individual shall be considered a person with disabilities, for the purpose of eligibility for Housing Choice Voucher Housing assistance, on the basis of any drug or alcohol dependence.

Displaced Person

A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Elderly Family

A family whose head or spouse (or sole member) is a person who is 62 years of age or older. It may include two or more Elderly Persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well being.

Elderly Person

A person who is at least 62 years of age.

Eviction

The dispossession of the tenant by the unit owner (in accordance with a court order) from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and Tennessee law, or for other good cause.

Extremely Low Income Family

A family whose Annual Income does not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Family

A family includes any single individual or two or more persons sharing residency whose income and resources are available to meet the family's needs. A single, pregnant woman is considered a two-person family for purposes of the Housing Choice Voucher Program.

Family Share

The full amount of housing costs for which the family is responsible.

Family Rent to Owner

The amount paid by the family that is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.

Foster Care Payment

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

Full-time Student

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Disability Assistance Expenses

Reasonable expenses in excess of three percent of annual income that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Head of Household

An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

HUD

The U.S. Department of Housing and Urban Development or its designee.

INS

U.S. Immigration and Naturalization Service.

Lease

A written agreement between the family and the owner of a housing unit.

Live-in Aide

A person who resides with someone who is age 50 or older, disabled or handicapped person or persons and who:

- a. Is determined by MHA to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and

Would not be living in the unit except to provide necessary supportive services.

A live-in aide does not qualify as the remaining member of a tenant family. A live-in aide may include more than one person.

Low (Lower) Income Families

A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of prevailing levels of construction costs or unusually high or low family income.

Medical Expenses

Those medical expenses that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of care attendant, and transportation expenses directly related to medical treatment.

MHA

Memphis Housing Authority.

Minimum Rent

The minimum monthly rent contribution to be paid by a family assisted under the Housing Choice Voucher program. The minimum rent established by MHA is \$25 per month.

Mixed Family

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income

1/12 of Annual Adjusted Income.

Monthly Income

1/12 of Annual Income.

National

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Net Family Assets

Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land. (The value of necessary items of personal property such as furniture and automobiles is excluded.)

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.

In determining the Net Family Assets, MHA shall include the value of any assets greater than \$1000 which were disposed of by an applicant or tenant for less than fair market value (including

a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of any consideration received for the asset.

Overcrowded Household

A participant family with an insufficient number of bedrooms for the number of persons in the family, according to the HQS defined in the regulations.

Overhoused Household

A participant family with a greater number of bedrooms than required for the family members.

Pre-Application

A preliminary application form designed to collect information to determine preliminary eligibility for placement on the waiting list.

Portability Eligibility

Families whose head of household or spouse lived in the MHA jurisdiction at the time of application.

Reexamination

The process of securing documentation to recompute rent and subsidy and to determine that participants meet the eligibility requirements for continued assistance.

Re-examination Effective Date

The date established by MHA on which a rent change becomes effective following verification of all income, assets, expenses and circumstances. The anniversary of the first of the month the tenant was assisted under the assistance contract in effect.

Remaining Member of the Tenant Family

A person left in an assisted unit after other family members have vacated. The person must be of legal age to sign a contract (adult).

Rent to Owner

The rent charged by the owner, including owner paid utilities.

Single Person

A person who lives alone or intends to live alone.



Spouse

The husband or wife of the head of household.

Temporary Deferral of Termination of Assistance

A specific period of time in which the family would continue to receive full assistance before assistance is terminated.

Tolling

The suspension of the search time that a family is allotted on their voucher. If a family submits a Request for Tenancy Approval, which is denied, the family has lost some of their time to search for an approvable unit. The family has the number of days between the date they submit the disapproved Request for Tenancy approval and the day they are notified of the disapproval to their voucher, so that they are not penalized by failing to search while they are awaiting approval of a unit.

Total Family Income

Annual Income as defined above.

Total Tenant Payment

An amount equal to 30 percent of the family's monthly-adjusted income; 10 percent of the gross monthly income of the family occupying the dwelling unit; or the monthly minimum rent of \$25, whichever amount is greater. The Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

Utility Allowance

An amount determined by MHA as an allowance for the cost of utilities (except telephone and cable TV) payable directly by the tenant.

Utility Reimbursement

The amount by which the Utility Allowance for the unit exceeds the Family Share (negative rent).

Very-Low Income Family

A Lower Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Welfare Assistance

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state or local governments. Also known as Temporary Assistance to Needy Families (TANF).

**Memphis Housing Authority  
RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE IS IN TWO PARTS:**

**Part I establishes the Terms and Conditions of the lease.** These apply to all residents;

**Part II is a lease contract.** This is executed by the resident and the Memphis Housing Authority (MHA), includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Resident household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the MHA with the unit;
- All pamphlets or informational materials provided to Resident;
- Signature line for the parties to the lease (all adult members of Resident household must sign the lease);
- Emergency telephone number for Resident to use if maintenance problems arise with the unit outside of normal MHA working hours.

**PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS**  
**Memphis Housing Authority**

THIS LEASE AGREEMENT (called the "Lease") is between the Memphis Housing Authority, (called "MHA") and Resident named in Part II of this lease (called "Resident"). **[966.4 (a)]** "Resident" means the same thing as "Tenant". "Development" shall refer to all properties owned and/or managed by MHA or its agents or otherwise referred to in other regulations as "public housing" or "projects."

**I. Description of the Parties and Premises: [966.4 (a)]**

- (a) MHA, using data provided by Resident about income, family composition, and needs, leases to Resident, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. **[966.4 (a)]**
- (b) Premises must be used as the only private residence of the Resident and the family members named on Part II of the Lease. The MHA may, by prior written approval, consent to Resident's use of the unit for legal profit-making activities subject to the MHA's policy on such activities. **[966.4 (d)(1 & 2)]**
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births**, require the advance written approval of MHA. Such approval will be granted only if the new family members pass MHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. **[966.4 (a)(2)(v) & (d)(3)(i)]**  
Resident agrees to wait for MHA's approval before allowing additional persons to move into the Premises. Failure on the part of Resident to comply with this provision is a serious violation of the material terms of the lease, for which MHA may terminate the lease in accordance with Section XIV. **[966.4 (f)(3)]; [966.4(1)(2)]**
- (d) Resident shall report deletions (for any reason) from the household members named on the lease to the MHA in writing, within 10 days of the occurrence. **[966.4 (c)(1) & (2) & (f)(3)]**

**II. Lease and Amount of Rent**

- (a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically be renewed for successive terms of one calendar year. **[966.4 (a)(2)]**  
The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the MHA in accordance with Section VII herein. **[966.4(b)(1)(c)]**  
The amount of the Total Resident Payment and Resident Rent shall be determined by the MHA in compliance with HUD regulations and requirements and in accordance with MHA's Admissions and Occupancy Policy. **[966.4(b)(1) & (c)]**
- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the tenth calendar day of the month.** Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. **[966.4 (e)(1) & (3)]**  
When MHA makes any change in the amount of Total Resident Payment or Resident Rent, MHA shall give written notice to Resident. The notice shall state the new amount and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Resident may ask for an explanation of how the amount is computed by MHA. If Resident asks for an explanation, MHA shall respond in a reasonable time. **[966.4 (c)(4)]**
- (c) If resident is delinquent in the payment of rent three times in a twelve-month period, the resident **may be required to** attend a credit counseling class after the third delinquency as provided by MHA.

**III. Term:**

- (a) **Maintenance costs** -- This charge refers to cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Resident, household members or by guests. When MHA determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by MHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to MHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. **[966.4 (b)(2)]**
- (b) **Excess Utility Charges** --At developments where utilities are provided by MHA, a charge shall be assessed for excess utility consumption due to the operation of major Resident-supplied appliances. This charge does not apply to Residents who pay their utilities directly to a utility supplier. **[966.4 (b)(2)]**
- (c) **Late Charges** -- A charge of the lesser of \$10 or 10% of the outstanding rent for rent paid after the tenth calendar day of the month. **[966.4 (b)(3)]** MHA shall provide written notice of the amount of any charge in addition to Resident Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Resident receives MHA's written notice of the charge. **[966.4 (b)(4)]**

**IV. Payment Location:** Rent and other charges shall be paid at the Property Manager's office in their development. MHA will not accept cash. Residents who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

**V. Security Deposit**

- (a) **Resident Responsibilities:** Resident agrees to pay an amount equal to \$100. The dollar amount of the security deposit is noted on Part II of this Residential Lease. **[966.4 (b)(5)]** Payment of the security deposit is to be made upon execution of this lease unless MHA and Resident agree to an installment payment, which can be no less than \$10 per month for the following ten months of occupancy until the balance is paid. Installments on the Security Deposit will be maintained by MHA in a separate account at Tri-State Bank Of Memphis.
- (b) **MHA's Responsibilities:** MHA will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Resident at the termination of this lease.
  - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Resident, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the Security Deposit will be made until Resident has vacated, and MHA has inspected the dwelling unit.

The return of a security deposit shall occur within thirty (30) days after Resident moves out. MHA agrees to return the Security Deposit, if any, to Resident when he/she vacates, less any deductions for any costs indicated above, so long as Resident furnishes MHA with a forwarding address. If any deductions are made, MHA will furnish Resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

**VI. Utilities and Appliances [966.4 (ba)(1)(iv)]**

- (a) **MHA Supplied Utilities:** If indicated by an (X) on Part II, MHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. MHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, MHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of MHA. A monthly service charge will be payable by Resident for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. **[966.4 (b)(2)]**

- (b) **Resident-Paid Utilities:** If Resident resides in a development where MHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Resident pays directly to the utility supplier. The Total Resident Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Resident Payment, MHA will pay a Utility Reimbursement to the utility supplier each month, **unless the Resident is paying a Flat Rent. [960.253 (b)]**

MHA may change the Allowance at any time during the term of the lease, and shall give Resident sixty (60) days written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement.

If Resident's actual utility bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to the supplier. If Resident's actual utility bill is LESS than the Allowance for Utilities, Resident shall receive the benefit of such saving.

- (c) **Resident Responsibilities:** Resident agrees not to waste the utilities provided by MHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. **[966.4 (f)(8)]**

Resident also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

**VII. Terms and Conditions:** The following terms and conditions of occupancy are made a part of the Lease.

- (a) **Use and Occupancy of Dwelling:** Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the lease. With the prior written consent of MHA, members of the household may engage in legal profitmaking activities in the dwelling unit. **[966.4 (d) (1) & (2)]**

This provision permits reasonable accommodation of Resident's guests or visitors for a period **not exceeding fourteen (14) days each year**. Permission may be granted, upon written request to the Manager, for an extension of this provision. **[966.4 (d)(1)]**

- (b) **Ability to comply with Lease terms:** If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and MHA cannot make any reasonable accommodation that would enable Resident to comply with the lease THEN; MHA will assist Resident, or designated member(s) of Resident's family, to find more suitable housing and move Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving Resident, MHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. **[8.3]**

At the time of admission, all Residents must identify the family member(s) to be contacted if they become unable to comply with lease terms.

- (c) **Redetermination of Rent, Dwelling Size, and Eligibility.** The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
- (1) The status of each family is to be re-examined at least once a year. **[966.4(c)(1) and 960.257(a)]** At the annual recertification Resident shall certify to compliance with the 8 hour per month community service requirement, if applicable. **[Part 960, subpart F]**
  - (2) Resident promises to supply MHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. **[966.4 (c)(2) and 960.259]**

Failure to supply such information when requested is a serious violation of the terms of the lease and MHA may terminate the lease.

All information must be verified. Resident agrees to comply with MHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. **[966.4 (c)(2) and 960.259]**

MHA shall give Resident reasonable notice of what actions Resident must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by MHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Resident's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.
  - (3) Rent will not change during the period between regular re-examinations, UNLESS during such period: **[See 960.257]**
    - (a) Resident can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a Resident's TANF grant is reduced because Resident is verified to have committed welfare fraud or failed to comply with a required economic self sufficiency program.

If a reduction is granted, Resident must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
    - (b) If it is found that Resident has misrepresented the facts upon which the rent is based, so that the rent Resident is paying is less than the rent that he/she should have been charged, MHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
    - (c) Rent formulas or procedures are changed by Federal law or regulation.
  - (4) All changes in family composition must be reported to the Property Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. **[966.4 (c) (2)]**

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Resident AND it does not disqualify the family for the size unit it is currently occupying.

- (d) **Rent Adjustments:** Resident will be notified in writing of any rent adjustment due to the situations described above; All notices will state the effective date of the rent adjustment.
1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Resident reported the change in a timely manner, as specified above.
  2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
  3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), MHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- (e) **Transfers [966.4 (c)(3)]**
1. Resident agrees that if MHA determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, MHA shall send Resident written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
  2. MHA may move a Resident into another unit if it is determined necessary to rehabilitate or demolish Resident's unit.
  3. If a Resident makes a written request for special unit features in support of a documented disability, MHA shall modify Resident's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, MHA may transfer Resident to another unit with the features requested at MHA's expense.
  4. A Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident with disabilities need the unit at MHA's expense.
  5. In the case of involuntary transfers, Resident shall be required to move into the dwelling unit made available by MHA. Resident shall be given 15 days time in which to move following delivery of a transfer notice. If Resident refuses to move, MHA may terminate the Lease. **[966.4 (c)(3)]**
  6. Involuntary transfers are subject to the Grievance Procedure, and, other than emergencies, no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. **[966.4 (c)(4)]**
  7. MHA will consider any Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
- (f) **Insurance** MHA is not responsible for, or will not provide fire or casualty insurance for the resident's personal property.

**VIII. MHA Obligations [966.4 (e)] :** MHA shall be obligated:

- (a) To maintain the dwelling unit and the development in decent, safe and sanitary condition; **[966.4 (e)(1)]**
- (b) To comply with all Resident obligations imposed by the Uniform Residential Landlord and Tenant Act and applicable provisions of building codes, housing codes, and HUD regulations materially affecting health and safety; **[966.4 (e)(2)]**
- (c) To make necessary repairs to the dwelling unit; **[966.4 (e)(3)]**
- (d) To keep development building, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition; **[966.4 (e)(4)]**
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by MHA; **[966.4 (e)(5)]**



- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premise by Resident as required by this Lease; **[966.4 (e)(6)]**
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection; **[966.4 (e)(7)]**
- (h) To notify Resident of the specific grounds for any proposed adverse action by MHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Resident to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When MHA is required to afford Resident the opportunity for a hearing under the MHA grievance procedure for a grievance concerning a proposed adverse action:
  1. The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with **966.4(l)(3)** shall constitute adequate notice of proposed adverse action.
  2. In the case of a proposed adverse action other than a proposed lease termination, MHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. **[966.4 (e)(8)]**

**IX. Resident's Obligations:** Resident shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. **[966.4 (f)(1)]**
- (b)
  1. Not to give accommodation to boarders or lodgers; **[966.4 f(2)]**
  2. Not to give accommodation to long term guests (in excess of 14 days per year) without the advance written consent of MHA.
- (c) To use the dwelling unit solely as a private dwelling for Resident and Resident's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. **[966.4 (f)(3)]**  
 This provision does not exclude the care of foster children or live-in care of a member of Resident's family, provided the accommodation of such persons conforms to MHA's Occupancy standards, and so long as MHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. **[966.4 (d)(3)(i)]**
- (d) To abide by necessary and reasonable regulations promulgated by MHA for the benefit and well-being of the housing development and Residents. These regulations shall be posted in a conspicuous manner in the development office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. **[966.4 (f)(4)]**
- (e) To comply with the obligations imposed by f the Uniform Residential Landlord and Tenant Act and other applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household. **[966.4(f)(5)]**
- (f) To keep the dwelling unit and other such areas, as may be assigned to Resident for Resident's exclusive use, in a clean and safe condition. **[966.4(f)(6)]** This includes keeping front and rear entrances and walkways, for the exclusive use of Resident, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement, may be made for Residents who have no household members able to perform such tasks because of age or disability. **[966.4 (g)]**
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by MHA. **[§ 966.4(f)(7)]** To refrain from, and cause members of Resident's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use, only in reasonable manner, all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators. **[966.4(f)(8)]**
- (i) To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or development. **[966.4 (f)(9)]**

- (j) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by Resident, household members or guests. [**§ 966.4(f)(10)**]
- (k) To act, and cause household members or guests to act, in a manner that will:
  1. Not disturb other residents' peaceful enjoyment of their accommodations, wherever located; and/or
  2. Be conducive to maintaining all MHA developments, wherever located, in a decent, safe, sanitary and crime-free condition. [**966.4 (f)(11)**]
- (l) To refrain from, cause, and assure that Resident, any member of the household, a guest, or another person under Resident's control, shall not engage in:
  1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of MHA's public housing premises by other residents or employees of MHA, or;
  2. Any drug-related criminal activity. Any criminal activity, in violation of the preceding sentence, shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [**966.4 (f)(12)**]
  3. MHA and Resident agree that, for the purposes of this Lease, the phrase "under Resident's control" refers to or is only applicable to "another person".
  4. MHA and Resident agree that Resident has an affirmative obligation to take reasonable steps to prevent or halt illegal activity known or should have been known to the Resident by immediately contacting MHA or seek outside intervention from law enforcement officials or social service agencies.
  5. MHA and Resident agree that the Resident retains strict liability for the action of a member of the Resident's household or guest, as required by applicable local, state or federal law.
  6. MHA and Resident also agree and understand that this section is not applicable to business invitees, i.e., pizza delivery persons, private repairmen, etc.
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of MHA. To make no changes to locks or install new locks on exterior doors without MHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by MHA.
- (n) To give prompt prior notice to MHA, in accordance with Section VIII hereof, of Resident's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and MHA Staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and MHA staff.
- (p) Not to display, use, or possess or allow members of Resident's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Tennessee anywhere on the property of MHA.
- (q) To take reasonable precautions to prevent fires, and to refrain from storing or keeping flammable materials upon the premises as well as refrain from the removal or disconnection of smoke alarms or removal of batteries thereto
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas, satellite dishes or cable services may be installed in accordance with regulations set forth by MHA or local, state or federal laws.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of MHA.

- (u) To refrain from, and cause members of Resident's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the MHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from MHA property any vehicles without valid registration and parking passes. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by MHA. To comply with and cause household members and guests to comply with MHA's posted signage regarding traffic lanes and parking restrictions, including, but not limited to traffic lanes, fire lanes, fire hydrants, handicapped areas, and blocking of trash receptacles. Any inoperable, unlicensed, nuisance or unauthorized vehicle, as defined by local or state law, will be removed from MHA property at Owner's expense following notice as required by local or State law. Ongoing automobile repairs are not permitted on development site.
- (w) To remove any personal property left on MHA premises when Resident leaves, abandons or surrenders the dwelling unit.
- (x) To use reasonable care to keep Resident's dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors. **RESIDENT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO RESIDENT'S DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) Not to commit any fraud in connection with any Federal housing assistance program, and
- (z) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (aa) To pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (bb) To report any and all changes in total family income, assets and family composition to the MHA Development office within ten (10) days after they occur.
- (cc) To comply with the community service requirement for each adult in the Resident household to perform at least 8 hours per month of qualifying community service or qualifying economic self sufficiency activity (as specified by the MHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- (dd) To ensure and comply with local and state school attendance requirements for applicable members of the Resident's household.
- (ee) To attend a credit counseling class as provided by MHA upon three delinquent rental payments in a twelve-month period.
- (ff) Not to violate or breach any terms in the Self-Reliance or Self Sufficiency Agreement. The breach or violation of an Economic Self-Reliance or Self-Sufficiency agreement or the inability to meet rental obligations under the Self-Reliance or Self Sufficiency Agreement is a material breach of the lease agreement.

**X. Defects Hazardous to Life, Health or Safety:** In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: **[966.4 (h)]**

**MHA Responsibilities:**

- (a) MHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident, provided, if the damage was caused by Resident, household members, or guests, the reasonable cost of the repairs shall be charged to Resident. **[966.4 (h)(2)]**
- (b) MHA shall offer Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. MHA is not required to offer Resident a replacement unit if Resident, household members, or guests caused the hazardous condition. **[966.4 (h)(3)]**

- (c) Resident shall accept any replacement unit offered by MHA.
- (d) In the event MHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if Resident, household members, or guests caused the damage. **[966.4 (h)(4)]**
- (d) If MHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Resident, and Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Resident.

**Resident Responsibilities:**

- (a) Resident shall immediately notify the Development Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent. **[966.4 (h)(1)]**
- (b) Resident agrees to continue to pay full rent, less the abated portion agreed upon by MHA, during the time in which the defect remains uncorrected.

**XI. Move-in and Move-out Inspections**

- (a) **Move-in Inspection:** MHA and Resident or representative shall inspect the dwelling unit prior to occupancy by Resident. MHA will give Resident a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by MHA and Resident and a copy of the statement retained in Resident's folder. **[966.4 (i)]** MHA will correct any deficiencies noted on the inspection report, at no charge to Resident.
- (b) **Move-out Inspection** -- MHA will inspect the unit at the time Resident vacates and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice to MHA. **[966.4 (i)]**

**XII. Entry of Premises During Tenancy**

- (a) **Resident Responsibilities--**
  1. Resident agrees that the duly authorized agent, employee, or contractor of MHA will be permitted to enter Resident's dwelling during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. **[966.4 (j)(1)]**
  2. When Resident calls to request maintenance on the unit, MHA shall attempt to provide such maintenance at a time convenient to Resident. **IF RESIDENT IS ABSENT FROM THE DWELLING UNIT WHEN MHA COMES TO PERFORM MAINTENANCE, RESIDENT'S REQUEST FOR MAINTENANCE SHALL CONSTITUTE PERMISSION TO ENTER.**
- (b) **MHA's Responsibilities--**
  1. MHA shall give Resident at least 48 hours written notice that MHA intends to enter the unit. MHA may enter only at reasonable times. **[966.4 (j)(1)]**
  2. MHA may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. **[966.4 (j)(2)]**
  3. If Resident and all adult members of the household are absent from the dwelling unit at the time of entry, MHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. **[966.4 (j)(3)]**

### XIII. Notice Procedures

- (a) **Resident Responsibility**-- Any notice to MHA must be in writing, delivered to the Development Office or to MHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- (b) MHA Responsibility -- Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Resident. [966.4 (k)(1)(i)]
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Resident is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

### XIV. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by MHA and Resident:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Resident obligations set forth in section IX above, or for other good cause. [966.4 (l)(2)] **Resident agrees that the violation of any of the obligations of residents A thru ff is a serious violation of a material term of the lease, and is good cause for termination of the lease.**

Such serious or repeated violation of terms **shall include but not be limited to:**

1. The failure to pay rent or other payments when due; [966.4 (l)(2)]
  2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth of the month. Four such late payments within a 12-month period shall constitute a repeated late payment; [966.4 (l)(2)]
  3. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities; [966.4 (l)(2)]
  4. Misrepresentation of family income, assets, or composition; [966.4 (c)(2)]
  5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations. [966.4 (c)(2)]
  6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site; [966.4 (l)(2)]
  7. Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of MHA's public housing premises by other residents, or any drug-related criminal activity. [966.4 (l)(2)]
  8. Illegal weapons or illegal drugs seized in a MHA unit by a law enforcement officer; [966.4 (l)(2)]
  9. Any fire on MHA premises caused by carelessness or unattended cooking as well as removal or disconnection of smoke alarms or removal of batteries thereto. [966.4 (l)(2)]
  10. **PERMITTING PERSONS OTHER THAN THOSE LISTED ON THE LEASE TO LIVE IN THE UNIT. [966.4 (1) (20(i) (B))]**
- (b) MHA shall give written notice of the proposed termination of the Lease within
    1. 14 days in the case of failure to pay rent;
    2. 3 days in the case of violence or threats to health, safety or welfare of persons or property as provided by T.C.A. § 66-28-517.
    3. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other Residents or MHA staff is threatened;
    4. 30 days in any other case. [966.4 (l)(3)(i)(A), (B) & (C)]

- (c) The notice of termination:
1. The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and Resident's right to examine MHA documents directly relevant to the termination or eviction. **[966.4 (I)(3)(ii)]**
  2. When MHA is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with MHA's grievance procedures. **[966.4 (I)(3)(ii)]**
  3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. **[966.4 (I)(3)(iii)]** The Notice to Vacate must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay the costs of court and attorney's fees.
  4. When MHA is required to offer Resident the opportunity for a grievance hearing concerning the lease termination under MHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. **[966.4 (I)(3)(iv)]**
  5. When MHA is not required to offer Resident the opportunity for a hearing under the grievance procedure and MHA has decided to exclude such grievance for MHA grievance procedure, the notice of lease termination shall (a) state that Resident is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by MHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. **[966.4 (I)(3)(v)]**
  6. MHA may evict Resident from the unit only by bringing a court action. **[966.4 (I)(4)]**
- (d) Resident may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, MHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, prior criminal records (whether known or should have been known by the Resident), and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, MHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. MHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. **[966.4 (I)(5)]**
- (f) When MHA evicts a Resident from a dwelling unit for criminal activity, MHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. **[966.4 (I)(5)(iii) (B)]**

**XV. Waiver:** No delay or failure by MHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

## **XVI. CHANGES**

(a). **Posting of Policies, Rules, Regulations and the Grievance Procedure and Changes therein** - Schedules of special charges for services, repairs and utilities and rules, regulations and the grievance procedure which are incorporated in this lease (by attachment or reference) shall be publicly posted in conspicuous manner in the development office and shall be furnished to the Resident for examination on request. Such schedules, policies, rules and regulations may be modified from time to time by Memphis Housing Authority provided that Memphis Housing Authority shall give at least 30-days written notice to Resident setting forth the proposed modification, the reasons therefore, and providing Resident an opportunity to present written comments which shall be taken into consideration by Memphis Housing Authority prior to the proposed modification becoming effective. A copy of such notice shall be delivered or mailed to each resident.

(b). **Other Changes** - Except as provided in (A) above, and as provided in "Predetermination of Rent., Dwelling Size and Eligibility, modifications of the Lease must be accomplished by a written rider to the Lease executed by both parties. However, nothing shall preclude Memphis Housing Authority from modifying this Lease to take into account revised provisions of policy, law or governmental action with a 30-Day notice to the Resident and providing Resident an opportunity to present written comments which shall be taken into consideration by Memphis Housing Authority prior to the proposed modification becoming effective.

(c). **Renewal**- Memphis Housing Authority may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self- sufficiency program and as stipulated in Part II of the lease.

**XVII. Housekeeping Standards:** In an effort to improve the livability and conditions of the apartments owned and/or managed by MHA or agents, uniform standards for resident housekeeping have been developed for all Resident families.

- (a) **MHA Responsibility:** The standards that follow will be applied fairly and uniformly to all Residents. MHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection MHA will notify Resident in writing if he/she fails to comply with the standards. MHA will advise Resident of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, MHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.

- (b) **Resident responsibility:** Resident is required to abide by the standards set forth below. **FAILURE TO ABIDE BY THE HOUSEKEEPING STANDARDS, INCLUDING REFUSAL TO ATTEND HOUSEKEEPING CLASSES AFTER HAVING BEEN FOUND IN VIOLATION OF HOUSEKEEPING STANDARDS, THAT RESULTS IN THE CREATION OR MAINTENANCE OF A THREAT TO HEALTH OR SAFETY IS A VIOLATION OF THE LEASE TERMS AND CAN RESULT IN EVICTION.**
- (c) **Housekeeping Standards: Inside the Apartment**

### **General--**

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.
- (10) Smoke Alarms: should be operational, tested monthly, with sufficient battery or current.

**Kitchen--**

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

**Bathroom--**

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor should be clean and dry.

**Storage Areas--**

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. **NO HIGHLY FLAMMABLE MATERIALS SHOULD BE STORED IN THE UNIT.**
- (3) Other storage areas: should be clean, neat and free of hazards.

(d) **Housekeeping Standards: Outside the Apartment**

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Resident:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.



**RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)**

PART II of the RESIDENTIAL LEASE AGREEMENT

Memphis Housing Authority

THIS AGREEMENT is executed between the Memphis Housing Authority (herein called "MHA"), and (herein called the "Tenant"), and becomes effective as of

- (1) Unit: That the MHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED \_\_\_\_\_ (and hereafter called the "premises") to be occupied exclusively as a private residence by The Tenant and household. The Tenant UNIT NUMBER is

The Tenant's Account Number is:

The development number is:

The development name is:

Tenant's Auto License number is \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Auto

VIN No. \_\_\_\_\_

2. Household Composition: The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse, each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.
3. Term: The term of this lease shall be one calendar year and may be automatically renewed for the same period unless the resident or a member of the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program and/or as stipulated in Part I of the lease. The resident may be given an opportunity to cure the non-compliance in accordance with the Community Service policy which is attached and incorporated herein.
4. Rent: Initial rent (prorated for partial month) shall be \$\_\_\_\_\_. \_\_\_\_ and, if applicable, the Tenant shall receive the benefit of \$\_\_\_\_\_. \_\_\_\_ from MHA for Utility Reimbursement (for partial month) paid to the Utility supplier for the period beginning \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending at midnight on \_\_\_\_/\_\_\_\_/\_\_\_\_.

Thereafter, rent in the amount of \$\_\_\_\_\_. \_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the tenth



10. Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By signature (s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____	DATE _____
CO-TENANT _____	DATE _____
ADULT HOUSEHOLD MEMBER _____	DATE _____
ADULT HOUSEHOLD MEMBER _____	DATE _____
ADULT HOUSEHOLD MEMBER _____	DATE _____
MANAGER _____	DATE _____
WITNESS _____	DATE _____

#### TENANT'S CERTIFICATION

I, \_\_\_\_\_ hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to MHA before execution of the lease, or before MHA approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by myself or other Household members to MHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

ATTACHMENTS:



## **Grievance Procedure of the Memphis Housing Authority**

- 1. Definitions applicable to the grievance procedure:** [966.53]
  - A. Grievance:** Any dispute which a Tenant may have with respect to MHA action or failure to act in accordance with the individual Tenant's lease or MHA regulations which adversely affects the individual Tenant's rights, duties, welfare or status.
  - B. Complainant:** Any Tenant (as defined below) whose grievance is presented to the MHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
  - C. Elements of due process:** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
    - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
    - (2) Right of the Tenant to be represented by counsel;
    - (3) Opportunity for the Tenant to refute the evidence presented by the MHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
    - (4) A decision on the merits.
  - D. Hearing Officer:** A person selected in accordance with 24CFR § 966-55 and this procedure to hear grievances and render a decision with respect thereto.
  - E. Hearing Panel:** A three member panel selected in accordance with 24CFR § 966.55 and this procedure to hear grievances and render a decision with respect thereto.
  - F. Tenant:** The adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the MHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
  - G. Resident Organization:** An organization of residents, which also includes a resident management corporation.
- II. Applicability of this grievance procedure** [966.51]

In accordance with the applicable Federal regulations (24 CFR § 966.50) this grievance procedure shall be applicable to all individual grievance (as defined in Section I above) between Tenant and the MHA with the following two exceptions:

- A. Because HUD has issued a due process determination that the law of the State of that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the MHA, or
  - (2) Any drug-related criminal activity. [966.51 (2)(i) and (ii)]
  
- B. The MHA grievance procedure shall not be applicable to disputes between Tenants not involving the MHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the MHA's Board of Commissioners. [966.51 (b)]

This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations. [966.52 (b) and (d)]

Any changes proposed in this grievance procedure must provide for at least 30 days notice to Tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the MHA before any revisions are made to the grievance procedure. [966.52 (c)]

### **III. Informal settlement of a grievance [966.54]**

Any grievance must be personally presented, either orally or in writing, to the MHA's central office or the management office of the development in which the complainant resides **within ten days after the grievable event.**

Grievances related to complaints about operational matters that are received by the MHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the VCA Administrator.

As soon as the grievance is received, it will be reviewed by the management office of the development or the VCA Administrator (if applicable) to be certain that neither of the exclusions in paragraphs II. A or II. B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the MHA's grievance procedure, with the reason therefore.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within ten working days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in charge of the management office or the VCA Administrator will attempt to settle the grievance to the satisfaction of both parties.

**Within five working days** following the informal discussion, the MHA shall prepare and either give or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file.

#### **IV. Formal Grievance Hearing**

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides **no later than five working days after the summary of the informal hearing is received**. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion [966.55 (a)]

The written request shall specify:

The reason for the grievance;

The action of relief sought from the MHA; and

Several dates and times **in the following ten working days** when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the MHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, MHA and the hearing officer or hearing panel, **but in no case later than ten working days** after the MHA received the complainant's request.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the MHA's decision rendered at the informal hearing becomes final and the MHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with the procedure. [966.55 (c) and (d)]

Failure to request a grievance hearing does not affect the complainant's right to contest the MHA's decision in a court hearing. [966.55]



**V. Selecting the Hearing Officer or Hearing Panel [966.55 (b)(2)(ii)]**

A grievance hearing shall be conducted by an impartial person or persons appointed by the MHA after consultation with resident organizations, as described below:

- A. The MHA shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include MHA Board members, MHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

The MHA will check with each nominee to determine whether there is an interest in serving as a potential hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn.

- B. A slate of potential hearing officers or hearing panel members nominated by the MHA shall be submitted to the MHA's resident organizations. Written comments from the organizations shall be considered by the MHA before the nominees are appointed as hearing officers or panel members.
- C. When the Comments from resident organizations have been received and considered, the nominees will be informed that they are the MHA's official grievance hearing committee. The MHA will subsequently contact committee members in random order to request their participation as hearing panel members or hearing officers.

**VI. Escrow deposit required for a hearing involving rent [966.55 (e)]**

Before a hearing is scheduled in any grievance involving the amount of rent which the MHA claims is due under this lease, the complainant shall pay to the MHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.

This requirement will not be waived by the MHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption. In this case only, rent need not be escrowed.

## **VII. Scheduling hearings [966.55]**

When a complainant submits a timely request for a grievance hearing, the MHA will immediately contact three members of the hearing committee to schedule the hearing within the following ten working days on one of the dates and times indicated by the complainant. If three committee members can agree on a date and time for the hearing, the complainant will be so notified.

If two of the panel members can meet on a date convenient for the complainant, the MHA will approach another member of the hearing committee to find a third member to complete the panel.

If only one member of the hearing committee can meet on a date named by the complainant, the single committee member shall serve as the hearing officer.

Once the hearing panel or hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

## **VIII. Procedures governing the hearing [966.56]**

The hearing shall be held before a hearing panel or hearing officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any MHA documents, including records and regulations, that are directly relevant to the hearing.

The Tenant shall be allowed to copy any such document at the Tenant's expense. If the MHA does not make the document available for examination upon request by the complainant, the MHA may not rely on such document at the grievance hearing.

- B. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the

Tenant's complaint to controvert evidence relied on by the MHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the MHA or project management relies; and

- D. A decision based solely and exclusively upon the fact presented at the hearing. [966.56 (b)]

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56 (c)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the MHA must sustain the burden of justifying the MHA action or failure to act against which the complaint is directed. [966.56 (e)]

The hearing shall be conducted informally by the hearing panel or officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [966.56 (f)]

The hearing panel or officer shall require the MHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56 (f)]

The complainant or the MHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56 (g)]

The MHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format. [966.56 (h)]

If a hearing panel member or officer fails to disqualify himself/herself as required in Section V. A., the MHA will remove the panel member or officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

## **XI. Failure to appear at the hearing**

If the complainant or the MHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing **for not to exceed five**

**business days**, or may make a determination that the party has waived has right to a hearing. [966.56 (d)]

Both the complainant and the MHA shall be notified of the determination by the hearing panel or officer; Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have a contest the MHA's disposition of the grievance in court. [966.56 (d)]

## **XII. Decision of the hearing panel or officer [966.57]**

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision **within ten working days** after the hearing. A copy of the decision shall be sent to the complainant and the MHA.

The MHA shall retain a copy of the decision in the Tenant's folder. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by the MHA and made available for inspection by a prospective complainant, his representative, or the hearing panel or officer.

The decision of the hearing panel or officer shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the MHA's Board of Commissioners determines within ten working days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern MHA action or failure to act in accordance with or involving the complainant's lease or MHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the MHA.
- C. A decision by the hearing panel or officer or Board of Commissioners in favor of the MHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later. [966.57]