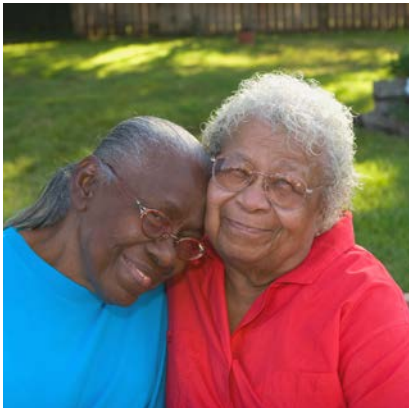




BOARD OF COMMISSIONERS



November 3, 2022
REGULAR MEETING



TO THE COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY
ST. LOUIS, MISSOURI

PUBLIC NOTICE OF MEETING

Take notice that the **regular meeting** of the commissioners of the St. Louis Housing Authority will be held via **Zoom*** on Thursday, November 3, 2022, commencing at 4:30 p.m., to consider and act upon items shown on the attached agenda. An Executive Session may be convened to discuss legal actions, causes of actions, communications with attorneys, personnel matters, leasing, purchase or sale of real estate and bid specifications.

DATED: October 28, 2022

ST. LOUIS HOUSING AUTHORITY

Attachment

***Instructions For Joining Zoom**

Meeting ID: 863 741 1301

Via Smart Phone or Computer:

<https://us02web.zoom.us/j/8637411301>

Via Phone:

(312) 626-6799, then 863 741 1301#

BOARD OF COMMISSIONERS, ST. LOUIS HOUSING AUTHORITY
REGULAR MEETING, NOVEMBER 3, 2022, 4:30 P.M.
ST. LOUIS HOUSING AUTHORITY, 3520 PAGE BOULEVARD
ST. LOUIS, MISSOURI 63106
AGENDA

ROLL CALL

CONSENT AGENDA

1. Approval of Minutes, Regular Meeting, September 22, 2022

RESIDENTS' COMMENTS ON AGENDA ITEMS

ITEMS FOR INDIVIDUAL CONSIDERATION

2. **Resolution No. 2957**
Authorizing and Approving the Housing Choice Voucher Payment Standards
3. **Resolution No. 2958**
Authorizing and Approving the Allowances for Tenant-Furnished Utilities and Other Services for the Housing Choice Voucher Program
4. **Resolution No. 2959**
Authorizing and Approving the Revision of the St. Louis Housing Authority Family Self-Sufficiency (FSS) Action Plan
5. **Resolution No. 2960**
Approving and Authorizing the St. Louis Housing Authority to execute a Developer Designation Agreement with Preservation of Affordable Housing, Inc.

CHAIRMAN'S REPORT

DIRECTOR'S REPORT

RESIDENTS' CONCERNS

COMMISSIONERS' CONCERNS

SPEAKERS TO ADDRESS THE BOARD

EXECUTIVE SESSION

An Executive Session may be convened pursuant to Section 610.021 of the Missouri Revised Statutes, to discuss legal actions, causes of actions or litigation, personnel matters relating to the hiring, firing, disciplining and promoting of employees, negotiations with our employees, leasing, purchase or sale of real estate and specifications for competitive bidding.

ADJOURNMENT

Please note that this is not a public hearing or forum. Anyone wishing to address the Board must follow the St. Louis Housing Authority's Speaker's Policy. (Contact the Executive Division at Central Office for a copy of the policy.)

APPROVAL OF MINUTES SEPTEMBER 22, 2022

BOARD OF COMMISSIONERS
ST. LOUIS HOUSING AUTHORITY
REGULAR MEETING
SEPTEMBER 22, 2022
4:30 p.m.

CALL TO ORDER

The Board of Commissioners of the St. Louis Housing Authority held a Regular Meeting on Thursday, September 22, 2022, via Zoom. Chairman Sal Martinez called the meeting to order at approximately 4:30 p.m.

Present: Annetta Booth
Margaret English
Regina Fowler
Benita Jones
Sal Martinez
Constantino Ochoa, Jr.

Absent: Shelby Watson

CONSENT AGENDA

Approval of Minutes

Commissioner Booth moved to approve the minutes of July 28, 2022. Commissioner Fowler seconded the motion. The motion passed with all commissioners voting aye.

ITEMS FOR INDIVIDUAL CONSIDERATION

Resolution No. 2953

Authorizing the Financial Statements and Independent Auditor's Report for the Fiscal Year Ending September 30, 2021.

Presenting Resolution No. 2953, Alana C. Green, Executive Director, stated that Board approval was requested for the acceptance of the Independent Auditor's Report for fiscal year ending September 30, 2021. She noted that the audit report was prepared in accordance with the HUD guidelines and the Generally Accepted Accounting Principles and that there were no findings or concerns. She deferred to Josh Armatis with Hayes and Associates to present the audit report.

Mr. Armatis stated that he was the senior in charge on the audit for the St. Louis Housing Authority (SLHA). He said an unmodified opinion was issued, which is often referred to as a clean opinion and means that in their opinion, based on their testing, SLHA's financial statements present fairly the financial position of the organization as of September 30, 2021. He noted that they do not perform audit procedures on the Management Discussion and Analysis (MD&A), which is required supplementary information, but they do perform limited procedures, meaning they read and review the MD&A to ensure everything ties to the financial statements from which it was derived, and everything seemed to be appropriate. Mr. Armatis stated that additional reports included that are required by the Government Auditing Standards are Internal Controls Over Financial Reporting and on Compliance and the Report Over Compliance for Each Major Federal Program, which is for the single audit and the testing of the federal major programs. He said it was noted in those reports that there were no findings on the financial statements nor any findings on the single audit over compliance of the major federal programs for internal controls over those compliance requirements and there were no instances of noncompliance with laws or regulations at any point during the audit. Mr. Armatis stated, with respect to the supplemental information that accompanies the financial statements, which includes the the Schedule of Expenditures of Federal Awards, the Actual Modernized Cost Certificates for the grants that completed during the year and the Financial Data Schedule that gets submitted to HUD, that they made certain inquiries of management and evaluated the form, content, and method of preparing the information to determine if the information complied with the U.S. Generally

Accepted Accounting Principles and they compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements. He said they noted that the method of preparing the supplemental information had not changed from the prior period and that the information was appropriate, complete and fairly stated in relation to the financial statements. Mr. Armatis stated, regarding the Significant Accounting Policies listed in Footnote A of the financial statements, that management is responsible for the selection and use of appropriate accounting policies. He said during the audit they noted that no transactions had been entered into by the organization during the year for which there was any lack of authoritative guidance or consensus, that all significant transactions had been recognized in the financial statements in the proper period and that they believed the financial statement disclosures were neutral, consistent and clear. Mr. Armatis stated that Accounting Estimates are an integral part of the financial statements and are prepared by management based on management's knowledge and experience about past and current events and assumptions about future event. He said certain Accounting Estimates are particularly sensitive because of their significance to the financial statements and because of the possibility of future events affecting them may differ significantly than from what was expected. He noted that the most sensitive estimates noted in the audit were Collectability of Accounts Receivables and Notes Receivable, Depreciation Expense and the Useful Life of Capital Assets. Mr. Armatis stated that there were two big changes in the Statement of Net Position, noting that cashed increased significantly over the prior year due to increased funding from HUD for the Housing Choice Voucher cluster and the Public Housing administration fee subsidies and some investments matured prior to yearend that had not yet been reinvested. He said the corresponding decrease could be seen in the investment line item for both restricted and unrestricted. He noted that the other big increase was \$5.4 million in the Account Receivables line item due to the HUD operating reserve offset settlement that concluded in 2021 and scheduled for reimbursement to SLHA. Mr. Armatis stated, as far as on the liability side, that there was a large decrease in Deferred Revenue largely due to the COVID PPP loans that were forgiven during the year and moved from Deferred Revenue last year and recorded as revenue in the current period. He said Bonds and Notes Payable also decreased by a significant amount, which is normal amortization that occurs every year. He noted that the \$5.4 million increase is shown in other revenue on the Schedule of Change in Net Position. He said these changes lead to an increase of approximately \$8.5 million in Net Position, resulting in an ending Net Position of \$191 million at the end of the year. Mr. Armatis stated, as far as on the Footnote side, that the major change was a prior year adjustment in Note O, which were small adjustments for some allocation changes during the year and not something that materiality would have required to be recorded. He said Note P, the COVID-19 Pandemic footnote, was in the financial statements last year, but the information changed a little because of the PPP loan forgiveness and other funding received by SLHA during the year. Mr. Armatis stated that Note A.15 are pronouncements that discloses new standards coming up that had not been early implemented. He noted that the most sensitive disclosures affecting the financial statements, which are similar every year, are Note B-Cash and Investments, Note D-Notes Receivable, Note G-Bonds and Loans Payable, Note K-Commitments and Note L-Economic Dependency. He said Note B shows a breakdown on the cash and investments between the restricted and unrestricted portion and what they are restricted for, Note D is primarily the mixed-finance units, and Note G and Note K are expenses that are committed for Capital Fund projects. He said Note L shows the amount of resources SLHA depends on and the concentration from sources in which almost 95% of SLHA's total revenues are provided by HUD and is not considered an issue for going concern and similar to what they see with every housing authority, as most funds are provided through federal funds. Mr. Armatis stated that there were a few adjusting journal entries, noting that the largest one was the HUD settlement and a few were for the property management company audits, but nothing that was considered to be an issue. He said there were also two reclassifying journal entries. He stated that no litigation, claims or assessments were noted during the audit; no illegal acts or fraud were identified and no significant difficulties were encountered nor were there any disagreements with management and they were not aware of any consultations with other accountants nor were there any limitations placed on the scope of their audit. Mr. Armatis stated, regarding Independence, that non-audit services or other relationships that may reasonably be thought to bear on independence assessed as part of the audit was the assistance with the preparation of the financial statements and the footnotes, assistance with the filing of the Data Collection form and review and reconciliation of the Financial Data Schedule to the financial statements. He noted that this is something they have to assess during every audit to make sure they are independent and can issue those reports. Mr. Armatis stated that in Hayes and Associates' professional judgement, through their assessment, they are independent with respect to

SLHA as that term is defined by professional standards. Concluding, he thanked SLHA for allowing him to present and the staff for all their hard work getting the audit completed. He asked if there were any questions.

Commissioner Fowler asked Mr. Armatis if the audit was done completely remotely.

Mr. Armatis responded, "Yes."

Ms. Green thanked the staff, particularly the Finance staff, for all their hard work completing the audit.

There were no additional questions or comments.

Commissioner Fowler moved to approved Resolution No. 2953. Commissioner Booth seconded the motion. The motion passed with Commissioners Booth, English, Jones, Martinez and Ochoa voting aye. Commissioner Fowler abstained.

Resolution No. 2954

Authorizing the Write-Off of Vacated Tenant Account Receivable Balances.

Presenting Resolution No. 2954, Ms. Green stated that Board approval was requested for the write-off of vacated tenant accounts in the amount of \$378,302.12 for the period of September 1, 2021 through August 31, 2022. She noted that the accounts deemed to be uncollectible and should be written off were attached to the resolution. She stated that the write-off amount was considerably higher than the previous year because a lot of residents vacated the premises in lieu of paying back rent.

Commissioner Fowler asked Ms. Green if the COVID-19 pandemic had anything to do with the high balance.

Ms. Green responded, "Yes." She said a lot of residents got behind in rent during the COVID-19 pandemic and instead of catching up some of them vacated their unit.

Commissioner Martinez noted that that was consistent with what had happened to a lot of rental unit owners and managers over the past year.

There were no additional questions or comments.

Commissioner Ochoa moved to approved Resolution No. 2954. Commissioner Booth seconded the motion. The motion passed with all commissioners voting aye.

Resolution No. 2955

Authorizing and Approving the Operating Budget for Fiscal Year Ending September 30, 2023.

Presenting Resolution No. 2955, Ms. Green stated that a memo with the resolution and the actual budget book was included in the Board packet. Noting key assumptions used to develop the budget, she said SLHA expects to get a proration of about 97% of its eligible funding and will again use some of the Capital funds to ensure that the individual developments have enough resources to make needed repairs and handle reasonable costs. She said expenditure levels from prior years were used, but adjusted for inflation of three to five percent. She said SLHA's insurance increased considerably, particularly its property liability coverage, because of losses in some buildings with water infiltration issues due to negligence and fires caused by residents. She said utility levels were projected using an inflation of about five percent and a five percent cost of living increase for the staff was also included due to inflation. Ms. Green displayed the budget book and provided an overview of the contents. She noted that budget book would also be posted on SLHA's website for transparency.

Commissioner Fowler asked if the five percent salary increase would be across the board or based on performance reviews and allocated based on performance reviews.

Ms. Green stated that it is across the board because it is related to inflation.

Commissioner Fowler asked Ms. Green how would the \$5.4 million settlement from the HUD lawsuit be used and/or if would it become part of the general operating budget.

Ms. Green stated that the funds would not be part of the general operating budget and would mostly be put in a long-term certificate of deposit or interest-bearing account. She noted that the money is also going to be used to fund a few key positions in the agency, one being the Director of Communications, which had not been held for a long time and sorely needed.

Commissioner Fowler asked if the five percent cost of living increase was something SLHA got from the federal government, noting that it seemed high.

Brenda Jackson, Director of Finance, stated that she checked the Consumer Price Index and inflation was at 9.6 percent.

Commissioner Martinez commended Ms. Green and her staff for the public-facing document, noting that it was very well put together and easy to read.

There were no additional questions or comments.

Commissioner Fowler moved to approved Resolution No. 2955. Commissioner Jones seconded the motion. The motion passed with Commissioners Booth, English, Jones, Martinez and Ochoa voting aye. Commissioner Fowler abstained.

DIRECTOR'S REPORT

Highlighting her written report, Ms. Green stated that the new Director of Operations for the Housing Choice Voucher (HCV) program, Constance "Connie" Johnson, had joined the agency and had jumped right in making great changes and recommended improvements for the HCV program. She said Ms. Johnson is an asset to the team. She noted that SLHA's new Director of Communications, Val Joyner, would start on October 3rd and that she has over 20 years of experience in community and media relations, campaign development, internal and external communications, and project management. Ms. Green stated that Kellyn Holliday, Director of Resident and Community Engagement, and her team worked with PreventED and People's Health Centers, and SLHA was selected as a recipient to receive NaloxBoxes in some of its developments. She noted that Narcan boxes will be installed on walls and readily available to use to prevent overdoses in Clinton-Peabody, Cochran, Parkview, West Pine, Kingsbury, James House, Euclid Plaza, Badenfest and Badenhau. She said SLHA is excited about the partnership and hopes that it works to save lives in its developments and across the city. Concluding, Ms. Green stated that HUD is emphasizing new housing stability vouchers and SLHA is working with the Continuum of Care who will partner with SLHA in hopes of getting some of the vouchers. She noted that the Continuum of Care worked with SLHA to get some emergency housing vouchers and SLHA looks forward to working with them again on the stability vouchers.

Reporting for the Housing Authority Police Unit, Lt. Middleton stated that there had been a few violent crimes during the month and he provided details of an assault first incident in the Blumeyer/Renaissance development and two assault first incidents in the Clinton-Peabody development. He reported that they had been dealing with Kias and Hyundais car thefts in the complexes. He noted that the officers went through the complexes giving out pamphlets to the residents on car theft prevention and information about how to obtain car clubs from City Hall for a discounted fee. Lt. Middleton concluded his report and asked if there were any questions.

Commissioner Martinez asked Lt. Middleton if the police department or any other entities had free or discounted car clubs that could be distributed to SLHA residents who have Hyundais or Kias.

Lt. Middleton stated that they had not done that, but hopefully they will have some extra funds in the future and will be able to give out some car clubs to the residents and citizens of the community. He noted that the information he provided came out of City Hall and the Citizen Service Bureau.

Commissioner Martinez recalled discussing young people utilizing scooters throughout the various developments in previous meetings. He asked Lt. Middleton if there had been any improvement with this situation based on changes in the use of the scooters and/or how they are deployed.

Lt. Middleton stated that there had definitely been some change, as they had seen an improvement in the use of the scooters throughout the complexes.

There were no additional questions or comments.

RESIDENTS' CONCERNS

Linda Braboy, resident of West Pine Apartments, stated that since they lost management a lot had been going on. She said a lot of tenants are upset and want to voice their opinion, but some are too afraid to come out and say anything. She noted that she had not witnessed anything, but she did hear things. She asked if a meeting could be held with the tenants so they could voice their opinions and concerns about what is going on at West Pine. Ms. Braboy stated that security at West Pine had been on and off for a while and she noted that it seemed to have gotten a little better, but one day the security guard was sleeping while on duty. She said she likes where she lives and she does not want to move because of a few problem people. She said a lot of the times she is unsure if the problem people live at West Pine, but the problems are affecting people around the building and not just the residents. She noted that the video monitor was destroyed and she asked if and when they would get another one. Additionally, Ms. Braboy stated that she had been having an issue with water in her bathroom closet since she moved into West Pine and just this year it was founded that the issue was because of a roof problem. She said the problem had not been fixed just yet and she had not heard anything about it getting fixed. Continuing, Ms. Braboy informed Ms. Green that she had sent her an email, as well as sent an email to two other staff members.

Ms. Green confirmed receipt of Ms. Braboy's email sent that day and noted that it appeared that she was withdrawn due to a mailing error caused by the post office. Ms. Green asked Ms. Johnson to contact Ms. Braboy to get her reinstated.

Ms. Braboy thanked Ms. Green and everyone for hearing her out.

Ms. Green recalled talking to Ms. Braboy in August. And, during that conversation discussed the TAB board and how she hoped that the TAB board would be able to assist. She asked Ms. Braboy if the TAB board had been of any help.

Ms. Braboy stated that she had not seen a letter from the TAB or anything posted about having a meeting since the last meeting held about two months ago.

Ms. Green suggested having Ms. Holliday, Director of Resident and Community Engagement, and Paul Werner, Acting Director of Operations for the Public Housing program, work with the residents to set up a meeting. She also asked Mr. Werner to put in a work order to get Ms. Braboy's water issue resolved.

Mr. Werner stated that he would reach out to Ms. Braboy. He said if any other residents were having issues with management they could call him and he would put them in touch with the right person at Habitat or he could get involved to help get the issues resolved.

Ms. Green stated that SLHA would send its facilities specialist to Ms. Braboy's apartment to check the leak and would make sure that the management company does what they need to do to get the leak issue resolved.

Ms. Braboy again thanked Ms. Green.

Catherine Billups, resident of West Pine Apartments, stated that she had been a resident at West Pine for 14 years. She elaborated more about the issues with the security guards, noting that all some of them do is sleep and that she had pictures she could provide. She asked why even have guards when the desk attendant can do what they do. She stated that guards are needed on the night shift, which is the worst time, and they are never there. She said management needs to get with the security company and train the guards on what to do because the crew that was hired does nothing. Ms. Billups stated that more police patrol is also needed at West Pine and a guard is needed after 5 p.m. when people are trying to sneak into the building. She said it is terrible at West Pine and she noted that the previous manager had tried to improve things. Additionally, speaking on behalf of Sam Holland, also a resident of West Pine who could not attend the meeting, Ms. Billups stated that his doorknob is damaged and after putting in a work order over a month ago, it still had not been repaired. She asked if someone could look into getting Mr. Holland's doorknob repaired.

Ms. Green agreed that there are problems with the management company, the management processes and the staff; therefore, SLHA staff is working with Habitat to beef up their procedures. She noted that SLHA had received complaints about the security company and Habitat is bringing on a new company in October. Ms. Green stated that SLHA is also having discussions with Habitat about beefing up their lobby management systems to control who enters and leaves the building. She said SLHA is working closely with Habitat because the residents should feel safe and it is hoped that there will be some improvement when the new security company starts.

Commissioner Martinez thanked Ms. Billups and stated that SLHA would follow up on the issues.

Dwight Johnson, resident of West Pine Apartments, stated that it was rumored that the manager, Cathy Branson, was run off for a second time. He said Ms. Branson was doing things and making things happen while at West Pine, especially with the parking lot. He noted that the parking lot was decent and since Ms. Branson had been gone it was full at night, a big party, and people had even gone to the front partying with loud music. Mr. Johnson stated that he feels his safety is in danger because of the ruffraff and the residents are not known from the ruffraff. He said since Ms. Branson had been gone people have lost their minds.

Since no one from Habitat was present to hear the concerns of the residents, Ms. Green proposed that Ms. Holliday and Mr. Werner set up a meeting with the regional manager and others of the management company to hear their concerns directly. She said SLHA will hold Habitat accountable and would follow up with them to make sure they are doing what they need to do.

Mr. Johnson thanked Ms. Green.

Commissioner Martinez stated that he would like for the commissioners to also be invited to the meeting.

Commissioner Fowler asked if they could get the Central WestEnd security force to attend the meeting as well to see if they can help patrol the area or provide some help. Additionally, Commissioner Fowler recalled a rule changing where SLHA could no longer have just senior buildings and could mix the population in the buildings. She asked if SLHA had done anything towards trying to get senior buildings again.

Ms. Green stated that the rule did not change, but it was a housing authority decision about 10 years ago to turn the senior buildings into mixed-population buildings. She noted that turning the buildings back to senior buildings is a process that requires resources that SLHA does not yet have, as far as relocation and available units. She said SLHA's immediate strategy is to get rid of the bad actors and then strategize about how to strategically convert back to senior buildings.

For clarification, Commissioner Fowler asked Ms. Green if the required resources are just the housing and not a financial resource.

Ms. Green responded, "Both." She said it is financial and housing resources.

Commissioner Fowler inquired about the financial constraint SLHA has to deal with.

Ms. Green stated that SLHA has to relocate families per the Uniform Relocation Act.

Commissioner Fowler asked if the funds SLHA received from the HUD settlement would help.

Ms. Green stated that they could discuss using those funds, but ideally using them for relocation is not advisable.

Commissioner Booth asked, as SLHA fills vacancy at West Pine, if the new tenant could be seniors.

Ms. Green stated that she was not sure if SLHA could do that without submitting a Designated Housing Plan to HUD and it would require SLHA to come up with the resources. She said she would have to check with legal advocates to ensure that submitting a Designated Housing Plan would not be in violation of the Fair Housing Act. She noted that submitting a Designated Housing Plan to HUD is definitely on SLHA's priority list, however, it is not a quick and easy fix.

Commissioner Martinez recapped that there would be follow-up discussions about West Pine, including a meeting with the current property management and staff, interested residents and SLHA staff. He thanked the residents and stated that SLHA took their concerns very seriously and would work to address the issues.

There were no further comments.

ADJOURNMENT

Commissioner Booth moved to adjourn the meeting into Executive Session. Commissioner Fowler seconded the motion. The vote was in favor of passing the motion with all commissioners voting aye. The meeting thereupon adjourned at 5:44 p.m.

Sal Martinez, Chairman
Board of Commissioners
St. Louis Housing Authority


Alana C. Green, Secretary
Board of Commissioners
St. Louis Housing Authority

(SEAL)

RESOLUTION No. 2957

MEMORANDUM

To: Board of Commissioners

Through: Alana C. Green, Executive Director 

From: Constance Johnson, Director of Operations for Housing Choice Voucher

Date: October 12, 2022

Subject: Resolution No. 2957
Authorizing and Approving the Housing Choice Voucher Payment Standards

The proposed Payment Standards include three tiers; 1, 2, and 3. The respective tiers are calculated based on 110% of FMR (Tier 1), 120% of FMR (Tier 2), and 110% of SAFMR (Tier 3). The additional payment standards (Tiers 2 and 3) support the Mobility Connection program. The Mobility Connection program helps families participating in the Housing Choice Voucher program move to units located in high opportunity areas.

There has been an increase in FY 2023 Fair Market Rents in the St. Louis Region since FY 2022.

Board approval is requested for the revised Housing Choice Voucher Payment Standards.

FINAL 2023 PAYMENT STANDARDS			
	110FMR	120FMR	110SAFMR
Bedroom Size	Tier 1	Tier 2	Tier 3
0 Bedroom	\$822	\$897	\$1,001
One	\$874	\$954	\$1,056
Two	\$1,098	\$1,198	\$1,331
Three	\$1,423	\$1,552	\$1,727
Four	\$1,663	\$1,814	\$2,013
Five	\$1,912	\$2,086	\$2,315
Six	\$2,162	\$2,358	\$2,616
Seven	\$2,411	\$2,630	\$2,918

Authorizing and Approving the Revised Housing Choice Voucher Program Payment Standards

WHEREAS, it is necessary to revise the Housing Choice Voucher Payment Standards to be consistent with current regulatory requirements; and

WHEREAS, the revised Housing Choice Voucher Payment Standards replaces the previous Housing Choice Voucher Payment Standards; and

WHEREAS, the revisions were made to provide a wider selection of housing options to the Housing Choice Voucher participants; and

WHEREAS, the revised Housing Choice Voucher Payment Standards complies with all applicable Federal rules and regulations.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The revised Housing Choice Voucher Payment Standards is hereby adopted and approved.

RESOLUTION No. 2958

MEMORANDUM

To: Board of Commissioners

Through: Alana C. Green 

From: Constance Johnson, Director of Operations for Housing Choice Voucher

Date: October 12, 2022

Subject: Resolution No. 2958
Authorizing and Approving the Allowances for Tenant-Furnished Utilities and Other Services for the Housing Choice Voucher Program

In accordance with 24 CFR 982.517 (4)(c), *Revisions of Utility Allowance Schedule*, a PHA must review its schedule of utility allowances each year, and must revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. All utility allowances have been updated and revised utilizing current utility rates.

The Housing Choice Voucher program utility allowances were prepared for the St. Louis Housing Authority by Robert Diesbach, an outside consultant.

Board approval is requested for the attached Allowances for Tenant-Furnished Utilities and Other Services for the Housing Choice Voucher program.

**AUTHORIZING AND APPROVING THE ALLOWANCES FOR TENANT-FURNISHED UTILITIES AND OTHER SERVICES
FOR THE HOUSING CHOICE VOUCHER PROGRAM FOR FISCAL YEAR 2023**

WHEREAS, it is necessary to revise the Tenant-Furnished Utility Allowances for the Housing Choice Voucher program to be consistent with current utility rates and regulatory requirements; and

WHEREAS, the attached Tenant-Furnished Utility Allowances replace the previous utility allowances; and

WHEREAS, the attached Tenant-Furnished Utility Allowances comply with all federal rules and regulations;
and

WHEREAS, the utility allowances will be implemented on contracts effective January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The attached Tenant-Furnished Utility Allowances for the Housing Choice Voucher program is hereby adopted and approved.
2. The Executive Director is hereby directed to take any and all necessary action to implement the Tenant-Furnished Utility Allowances.

**Allowances for Tenant-
Furnished Utilities And
Other Services**

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

Locality: St Louis, MO		Unit Single Family Detached, Town House /Row Type: House, Manufactured Home						Date: 1/1/2023		
		Monthly Dollar Allowances; Number of Bedrooms								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating	a. Natural Gas	43	51	59	67	79	87	96	107	119
	b. Electric: Resistance	30	29	37	46	58	66	76	87	101
Cooking	a. Natural Gas	4	5	7	8	10	12	13	15	18
	b. Electric	6	9	11	14	18	20	23	26	29
Other Electric/Lighting		30	37	45	53	65	73	83	94	106
Air Conditioning		13	18	23	29	36	42	48	55	63
Water Heating	a. Natural Gas	8	11	14	18	22	26	30	34	39
	b. Electric	16	23	29	36	46	43	49	57	65
Water	a. St Louis City	14	17	23	32	41	50	58	67	76
	b. St Louis County	25	33	48	71	94	117	140	163	187
Sewer		48	57	75	102	129	156	183	210	237
Trash Collection	a. St Louis City	14	14	14	14	14	14	14	14	14
	b. St Louis County	18	18	18	18	18	18	18	18	18
Range/Microwave		14	14	14	14	14	14	14	14	14
Refrigerator		15	15	15	15	15	15	15	15	15

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.
Name of Family
Address of Unit
Number of Bedrooms

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

**Allowances for Tenant-
Furnished Utilities And
Other Services**

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

Locality: St Louis, MO		Unit Type: Semi-Detached/Duplex/Two Family Flat						Date: 1/1/2023		
		Monthly Dollar Allowances; Number of Bedrooms								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating	a. Natural Gas	43	50	58	66	77	85	94	101	113
	b. Electric: Resistance	28	39	35	42	54	62	71	81	94
Cooking	a. Natural Gas	4	5	7	8	10	12	13	15	18
	b. Electric	6	9	11	14	18	20	23	26	29
Other Electric/Lighting		30	37	45	53	65	73	83	94	106
Air Conditioning		12	17	22	27	34	39	44	51	59
Water Heating	a. Natural Gas	8	11	14	18	22	26	30	34	39
	b. Electric	16	23	29	36	46	43	49	57	65
Water	a. St Louis City	13	15	19	26	33	39	46	53	59
	b. St Louis County	21	27	38	56	73	90	108	125	142
Sewer [All areas]		43	50	63	84	104	124	145	165	185
Trash Collection	a. St Louis City	14	14	14	14	14	14	14	14	14
	b. St Louis County	18	18	18	18	18	18	18	18	18
Range/Microwave		14	14	14	14	14	14	14	14	14
Refrigerator		15	15	15	15	15	15	15	15	15

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.
Name of Family
Address of Unit
Number of Bedrooms

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

**Allowances for Tenant-
Furnished Utilities And
Other Services**

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

Locality: St Louis, MO		Unit Type: Low Rise/Multi Family Attached Flat (3,4 or more Family Flat), Garden/Walk-Up, High Rise/Elevator Structure (5+ floors)					Date: 1/1/2023			
		Monthly Dollar Allowances; Number of Bedrooms								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating	a. Natural Gas	35	40	45	50	57	61	67	73	81
	b. Electric: Resistance	18	25	22	27	35	40	46	52	60
Cooking	a. Natural Gas	4	5	7	8	10	12	13	15	18
	b. Electric	6	9	11	14	18	20	23	26	29
Other Electric/Lighting		30	37	45	53	65	73	83	94	106
Air Conditioning		8	11	14	17	22	25	29	33	38
Water Heating	a. Natural Gas	8	11	14	18	22	26	30	34	39
	b. Electric	16	23	29	36	46	43	49	57	65
Water	a. St Louis City	13	15	19	26	33	39	46	53	59
	b. St Louis County	21	27	38	56	73	90	108	125	142
Sewer [All areas]		43	50	63	84	104	124	145	165	185
Trash Collection	a. St Louis City	14	14	14	14	14	14	14	14	14
	b. St Louis County	18	18	18	18	18	18	18	18	18
Range/Microwave		14	14	14	14	14	14	14	14	14
Refrigerator		15	15	15	15	15	15	15	15	15

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.
Name of Family
Address of Unit
Number of Bedrooms

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Allowances for Tenant-Furnished Utilities And Other Services

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

Locality: St Louis, MO MO-001		Unit Type: North Sarah					Date: 1/1/2023		
		Monthly Dollar Allowances; Number of Bedrooms							
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Heating	a. Natural Gas		41	44	54				
	b. Electric: Resistance								
Cooking	a. Natural Gas								
	b. Electric								
Other Electric/Lighting			50	59	66				
Air Conditioning									
Water Heating	a. Natural Gas								
	b. Electric								
Water	a. St Louis City								
	b. St Louis County								
Sewer [All areas]									
Trash Collection	a. St Louis City								
	b. St Louis County								
Range/Microwave									
Refrigerator									

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.
Name of Family
Address of Unit
Number of Bedrooms

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

**Allowances for Tenant-
Furnished Utilities And
Other Services**

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

Locality: St Louis, MO MO-001		Unit Type: Arlington Grove					Date: 1/1/2023			
		Monthly Dollar Allowances; Number of Bedrooms								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating	a. Natural Gas		38	44	48					
	b. Electric: Resistance									
Cooking	a. Natural Gas									
	b. Electric									
Other Electric/Lighting			51	59	66					
Air Conditioning										
Water Heating	a. Natural Gas									
	b. Electric									
Water	a. St Louis City									
	b. St Louis County									
Sewer [All areas]										
Trash Collection	a. St Louis City									
	b. St Louis County									
Range/Microwave										
Refrigerator										


Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.
Name of Family
Address of Unit
Number of Bedrooms

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

RESOLUTION No. 2959

MEMORANDUM

To: Board of Commissioners

Through: Alana Green, Executive Director 

From: Kellyn Holliday, Director of Resident and Community Engagement

Date: October 12, 2022

Subject: Resolution 2959
Authorizing and Approving the Revision of the St. Louis Housing Authority Family Self-Sufficiency (FSS) Action Plan

In 1990, the Family Self-Sufficiency (FSS) program was established from Section 554 of the Cranston Gonzalez National Affordable Housing Act, which amended the US Housing Act of 1937 (42 U.S.C. 1437u). In 2018, the Economic Growth Act updated program requirements and established guidelines for FSS participation by owners of multifamily assisted housing (42 U.S.C. 1437, *et seq.*). Overall, the FSS program requires that Public and Indian Housing Authorities combine public and private resources to provide supportive services to participating families. In addition, FSS participants receive an escrow account, fully funded by the PHA, to assist the family towards economic independence. This program is available to both Public Housing and Housing Choice Voucher recipients.

On June 16, 2022, HUD issued a final rule (87 FR 30020), which amended the Economic Growth Act. This rule provided changes to the FSS program, including determination on FSS program size, definition of eligible families for Project-Based Rental Assistance (PBRA), updates to the FSS Contract of Participation, a reduction of burden on Public and Indian Housing Authorities, escrow account requirements, and updates to the FSS Action Plan.

HUD requires that all Public and Indian Housing Authorities who have a FSS program maintain a FSS Action Plan that details intake, escrow management, and disbursement of escrow funds for all participants in the FSS program. On September 13, 2022, the St. Louis Housing Authority submitted an updated FSS Action Plan that accounted for all mandated changes from the HUD final rule.

On October 7, 2022, HUD determined that the revised FSS Action Plan met the requirements of the Final Rule and approved the plan. Board approval of the revised SLHA FSS Action Plan is requested to amend the original FSS Action plan, which was approved by the Board of Commissioners on November 19, 2001. All supporting documents are attached.

**AUTHORIZING AND APPROVING THE REVISION OF THE ST. LOUIS HOUSING AUTHORITY
FAMILY SELF-SUFFICIENCY ACTION PLAN**

WHEREAS, part of the mission of the St. Louis Housing Authority is to encourage families to achieve self-sufficiency; and

WHEREAS, the St. Louis Housing Authority desires to maintain a fully functioning Family Self-Sufficiency program in accordance with 24 CFR 887 & 4 CFR 984; and

WHEREAS, the St. Louis Housing Authority has worked with the Program Coordinating Committee to revise the Family Self-Sufficiency Action Plan in accordance with the HUD final rule published June 16, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The attached Family Self-Sufficiency Action Plan is hereby adopted and approved.
2. The Executive Director is directed to take any and all necessary steps to implement the Family Self-Sufficiency Action Plan.

SLHA FSS Action Plan 2022

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I. Introduction

Introduction

This document constitutes the Family Self Sufficiency (FSS) Program Action Plan for the FSS program operated by **St. Louis Housing Authority**. It was submitted to HUD on **September 13, 2022**.

The purpose of the FSS Program is to promote the development of local strategies to coordinate the use of HUD assistance with public and private resources to enable eligible families to make progress toward economic security.

The purpose of the FSS Action Plan is to establish policies and procedures for carrying out the FSS program in a manner consistent with HUD requirements and local objectives.

This FSS Action Plan describes the **St. Louis Housing Authority's** local policies for operation of the FSS program in the context of federal laws and regulations. The FSS program will be operated in accordance with applicable laws, regulations, notice, and HUD handbooks.

The policies in this FSS Action Plan have been designed to ensure compliance with all approved applications for HUD FSS funding. In addition, the FSS program and the functions and responsibilities of PHA staff are consistent with the **St. Louis Housing Authority** personnel policy and Agency Plan.

II. Program Objectives

Program Objectives

St. Louis Housing Authority's FSS program seeks to help families make progress toward economic security by supporting the family's efforts to:

- Increase their earned income
- Build financial capability
- Progress towards self-sufficiency by achieving goals as determined by the family.

III. Program Size and Characteristics

III.A. – Family Demographics

Family Demographics

These tables describe the demographics of the population expected to be served by **St. Louis Housing Authority's** Action Plan. This data represents both St. Louis **Housing Authority's** programs, Housing Choice Voucher and Public Housing.

The FSS program will serve the following housing assistance programs:

- X Public Housing,
- X Housing Choice Vouchers (HCV): Tenant-Based Vouchers
- X Housing Choice Vouchers (HCV): HCV Homeownership
- X Housing Choice Vouchers (HCV): Other special purpose vouchers (*e.g., FUP, FUP-Y, FYI, VASH, EHV, etc.*) (Specify: **VASH, EHV, FYI, TPV**)

Ages of Head of Household and Other Adults

	Percentages
<i>Ages of Head of Household</i>	
--Head of Household is age 24 years or younger	3.2%
--Head of Household is age 25 to 50	52.1%
--Head of Household is age 51 to 61	17.1%
--Head of Household is age 62 or greater	27.6%
<i>Ages of Other Adults in Household</i>	
-- Age 24 years or younger	16.8%
-- Age 25 to 50	34.2%
-- Age 51 to 61	16.7%
-- Age 62 or greater	24.2%

Presence and Ages of Children

	Percentages
Total Number of children:	2103
-- age 13-17	31%
--age 12 or younger	69%

Employment Status of Population to be Served

	Percentages
Employment Status of Head of Household	
--Families with an employed head	22.7%
--Families whose head is unemployed	77.3%
Employment Status of All family members (except HoH):	
--Families with any member that is employed	34.8%
--Families with no employed member	65.2%

Annual Earned Income of Population to be Served

	Percentages
Total Population	5059
Annual household earnings <\$5,000 per year	36.4%
Annual household earnings between \$5,000 and \$9,999	16.5%
Annual household earnings between \$10,000 and \$14,999	18.6%

Annual Earned Income of Population to be Served

Total Population	5059
Annual household earnings between \$15,000 and \$19,999	8.8%
Annual household earnings between \$20,000 and \$24,999	5.9%
Annual household earnings between \$25,000 and \$29,999	4.2%
Annual household earnings between \$30,000 and \$34,999	3.4%
Annual household earnings of \$35,000 or higher	6.2%

Elderly/Disability Status of Population to be Served

	Percentages
Elderly/Disability Status of Head of Household	
--Head of Household is an elderly person without disabilities	12.3%
--Head of Household is an elderly person with disabilities	15.1%
--Head of Household is a non-elderly person without disabilities	54.7%
--Head of Household is neither an elderly person nor a person with disabilities	17.7%
Elderly/Disability Status of All Household members (not Head of Household)	
Household with an elderly/disabled family member	17.7%
Households without an elderly/disabled family member	82.3%

Race and Ethnicity of Population to be Served

Race	Non-Hispanic	Hispanic
White	1.1%	.1%
Black or African American	95.3%	.3%
American Indian or Alaska Native	0%	0%
Asian	0%	0%
Native Hawaiian or other Pacific Islander	.1%	0%
Other Race	3.0%	0%

III.B – Supportive Services Needs

Supportive Services Needs of Families Expected to Participate in FSS

The following is a list of the supportive service needs of the families expected to enroll in the **St. Louis Housing Authority** FSS program:

- Training in basic skills and executive function (including household management)
- Employment training, including sectoral training and contextualized and/or accelerated basic skills instruction
- Job placement assistance
- GED preparation
- Higher education guidance and support
- Assistance accessing and paying for childcare
- Transportation assistance
- Financial coaching, including assistance with budgeting, banking, credit, debt, and savings
- Access to counseling or treatment for substance abuse and mental health
- Referrals to dental care and health care
- Homeownership readiness
- Access and referral to digital literacy

This list of supportive services needs is based on:

- X** Experience with past FSS or other supportive service program participants
- X** Input from the PCC or other service provider partners
- X** A needs assessment completed at initial assessment meeting

III. C. – Estimate of Participating Families

Estimate of Participating Families

Over time, the **St. Louis Housing Authority** hopes to serve all families who are interested in participating in the FSS Program. The number of spaces available in the program at any given time, however, will be limited by the program's resources, including the number of FSS coordinators funded to work with FSS participants. New families will be admitted to the FSS program as space permits.

Housing Choice Voucher (HCV)

In recent years, the **St. Louis Housing Authority** has been funded for **two (2)** coordinators. The minimum number of participants required to be served based on this funding is **nineteen (19)**. Historically, the **St. Louis Housing Authority's** FSS program has enrolled **five (5)** new HCV families into the FSS program each year. Accordingly, the **St. Louis Housing Authority** expects to be able to provide FSS Services to **seventy-five (75)** HCV families over a five-year period.

Public Housing (PH)

The **St. Louis Housing Authority's** FSS program has enrolled **three (3)** new PH families into the FSS program each year. Therefore, the **SLHA** expects to be able to provide FSS Services to **forty-eight (48)** Public Housing families over a five-year period.

Minimum Program Size. In accordance with CFR §984.105, the **St. Louis Housing Authority** has a remaining FSS program mandate to serve **nineteen (19)** families. This is calculated based on the table below. This is our best estimate currently, and it includes the mandate for both the Public Housing program and the HCV program and counts graduates from both programs.

Original Number of Participants Mandated in both HCV and PH	FSS Graduates	Remaining Mandatory Slots
150	131	19

Therefore, as of the time of preparation of this Action Plan, the **St. Louis Housing Authority** expects to be able to serve **nineteen (19)** families in the FSS program at any one time.

III. D – Other Self-Sufficiency Programs

Other Self-Sufficiency programs

X Option 1:

The **St. Louis Housing Authority** expects to enroll into FSS families from the self-sufficiency programs checked in the table below.

Name of Program	Check box if applicable	Number of Families each year
Foster Youth Initiative (FYI)	X	1
Resident Opportunity and Self-Sufficiency (ROSS)	X	3
Emergency Housing Voucher (EHV)	X	1
Veterans Affairs Supportive Housing (VASH)	X	1

IV. Family Selection Procedures

Family Selection Procedures

A. Waiting List

A waiting list will be maintained for families whose applications cannot be accepted at the time of initial application due to program capacity limits. The waiting list will include the name and contact information for the head of household of the applicant family and the date of their application.

B. Admissions Preferences

X Option 1: No preference:

The FSS program has not adopted any admissions preferences. Families will be selected based on the following selection method:

Selection Method	Check applicable method
Date the family expressed an interest in participating in the FSS program	X

C. Screening for motivation

X Option 1: The **St. Louis Housing Authority** will not use any motivational screening factors to measure a family's interest and motivation to participate in the FSS program.

D. Compliance with nondiscrimination policies

It is the policy of the **St. Louis Housing Authority** to comply with all Federal, State, and local nondiscrimination laws and regulations, including but not limited to the Fair Housing Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the FSS program on the grounds of race, color, sex, religion, national or ethnic origin, family status, source of income, disability or perceived gender identity and sexual orientation. In addition, **St. Louis Housing Authority's** FSS staff will, upon request, provide reasonable accommodation to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program (see Requests for Reasonable Accommodations).

The FSS program staff has the primary responsibility to make sure that participants are not discriminated against in the selection process. For families or individuals whose potential enrollment is in question, the FSS coordinators will review the file in the staff review meeting to ensure that non-selection is not based on discriminatory factors before the final decision is made. Applicants will be notified in writing of the reason(s) they were not selected for participation and will have the opportunity to appeal the decision (see Hearing Procedures). At all times, **St. Louis Housing Authority** will select families for participation in the FSS program in accordance with FSS Regulations and HUD guidelines.

Re-enrollment of prior FSS participants

The following previous FSS families will be allowed to re-enroll in **St. Louis Housing Authority's** FSS program (*if they are in good standing with the PHA*):

- X** FSS participants who have withdrawn voluntarily **six (6) months – one (1) year after withdrawal.**
- X** Families involuntarily terminated **six (6) months – one (1) year after withdrawal, through no fault of their own.**
- X** Family members who were not Heads of FSS Family previously

The following conditions apply to re-enrollment:

*Families who have previously graduated from the St. Louis Housing Authority's FSS program **at any time** are not allowed to re-enroll in the FSS program.*

All re-enrollees must comply with the St. Louis Housing Authority's guidelines for occupancy (HCV & H) including, no lease violations, no debts owed to the St. Louis Housing Authority or other PHAs, or any other violations of the terms and conditions of housing per the Agency Plan.

Head of FSS Family

The head of the FSS family is designated by the participating family. The **St. Louis Housing Authority** may make itself available to consult with families on this decision, but it is the assisted household that chooses the head of FSS family that is most suitable for their individual household circumstances. The designation or any changes by the household to the Head of FSS Family must be submitted to the **St. Louis Housing Authority** in:

- X** Writing **AND** **X** A form developed by the **St. Louis Housing Authority** (intake form)

V. Outreach

Outreach

The **St. Louis Housing Authority** will conduct widespread outreach to encourage enrollment in the FSS program. Outreach efforts will include the activities identified through the checked boxes below:

Interpreters will be used as needed and clients may contact staff to express interest in person, via our toll-free telephone number or by email.

Outreach Methods	Details, including frequency
X Posting information about FSS on the St. Louis Housing Authority's social media platforms	Information and updates will be posted on the PHA website, Facebook, Twitter, Instagram, and LinkedIn page when possible.
X Posting FSS program flyers in locations likely to be seen by eligible families	Updates will be posted in the SLHA main office, all public housing management offices, and in areas frequented by SLHA residents when possible.
X Providing information about the FSS program during scheduled reexaminations	FSS coordinators will distribute information regarding the FSS program with reexamination paperwork.
X Providing information about the FSS program at voucher orientation sessions	FSS coordinators will distribute information regarding the FSS program at voucher orientation sessions.
X Providing information about the FSS program at during new resident orientation for PH residents	FSS coordinators will distribute information regarding the FSS program during new resident orientations for PH residents

Outreach material about the FSS Program will include information about:

- Program overview (including contact information for interested families)
- Program benefits
- Available resources
- Participant responsibilities
- Program outcomes

Outreach efforts will be targeted equally to all families, using materials in both English and other commonly spoken languages to ensure that non-English and limited English-speaking families receive information and can participate in the FSS Program. In conducting outreach, the **St. Louis Housing Authority** will account for the needs of person with disabilities, including persons with impaired vision, hearing, or mobility, and provide effective communications to ensure that all eligible who wish to participate are able to do so.

VI. FSS Escrow Account and Other Incentives for Participants

FSS Escrow Account and Other Incentives for Participants

FSS participants will be eligible to build savings from the FSS escrow account. Key policies and procedures applicable to the FSS escrow account, as well as any additional incentives offered by the **St. Louis Housing Authority**, are described below.

A. **Additional Incentives**

X Option 1. While the **St. Louis Housing Authority's** FSS program does not provide any other financial incentives for FSS participants, it does provide coaching services, as well as referrals to other service providers, that can be very valuable for FSS program participants.

B. **Interim Disbursements**

X Option 1: The St. Louis Housing Authority will allow for interim disbursements on a case- by- case basis: Families may request an interim disbursement from the escrow account once the FSS family has fulfilled ***at least one interim goal***, to pay for specific goods or services that will help the family make progress toward achieving the goals in its Individual Training and Services Plan (ITSP). ***Requests must be made in writing.*** Requests may be made through the term of the Contract of Participation. Examples of potentially eligible activities include, but are not limited to, payments for post-secondary education, job training, credit repair, small business start-up costs, job start-up expenses, and transportation to/from a place of employment. A determination of whether the family qualifies for the requested interim disbursement will be made on a case-by-case basis by the FSS Coordinator, with approval by the Department Director and/or Executive Director of the **St. Louis Housing Authority**. The FSS coordinator will first explore options for services and in-kind donations from partners, which must be exhausted before a request for an interim disbursement will be approved.

C. **Uses of forfeited escrow funds.**

If desired, the **St. Louis Housing Authority** may also initiate a request for the use of forfeited escrow funds to assist the FSS family once they have fulfilled once at least one interim goal, to pay for specific goods or services that will help the family make progress toward achieving the goals in its Individual Training and Services Plan (ITSP). ***These requests must be made in writing and approved by the Department Director and/or Executive Director.*** Eligible uses include but are not limited to:

- payments for post-secondary education,
- job training,
- credit repair,
- small business start-up costs,
- job start-up expenses,
- and transportation to/from a place of employment.

X Option 2: Forfeited escrow funds may not be considered as a substitute for an interim escrow disbursement.

Forfeited FSS escrow funds may be deployed:

X Any time during the term of a household's CoP, with the following exceptions:

X No more than **60** days prior to the scheduled expiration of CoP, at the director's discretion

X No less than **60** days after signing the CoP, at the director's discretion

Use of forfeited escrow funds for eligible uses (described below) may be requested by:

X The St. Louis Housing Authority

X Head of the FSS family

Eligible uses of forfeited escrow funds include, but are not limited to:

Eligible Uses	Guidelines / Limitations
X Purchasing a vehicle	X Requests will be considered on a case-by-case basis
X Child Care	X Requests will be considered on a case-by-case basis
X Training for participants	X Requests will be considered on a case-by-case basis
X Employment or Educational Costs, including: X Employment training X Employment preparation: <ul style="list-style-type: none">• interview training,• professional clothing,• (etc.) X Education costs: (books, fees, uniforms, tools, etc.)	X Requests will be considered on a case-by-case basis
X Training for FSS Program staff	X Other: Request must be approved by the SLHA Executive Staff
X Household Resources:	X Prescriptions X Emergency Disaster Relief X Requests will be considered on a case-by-case basis

VII. Family Activities and Supportive Services

Family Activities and Supportive Services

As described in the next section, all families participating in the FSS program will benefit from coaching that helps them identify and achieve goals that the family selects. Drawing on partners on the program coordinating committee and relationships with other service providers, the coaches will provide referrals as needed to help FSS participants access appropriate services to help them achieve their goals:

Supportive Service Category	Specific Service	Source/Partner
X Assessment	X Vocational Assessment X Educational Assessment X Disability Assessment X Other Specialized Assessments	Vocational Rehabilitation-St. Louis Downtown
X Child Care	X Infant Care / Toddler Care Preschool Care X Afterschool Care X Homework Assistance	Bethany Christian Services Girls Inc Youth & Family Center
X Transportation	X Bus passes	Metro Transit
X Education	X High School Equivalency/GED <input type="checkbox"/> English as a Second Language X Post-secondary certificates X Advanced Degrees	St. Louis Public Schools Urban League TRIO University of Missouri-St. Louis

X Skills Training	X Training in Executive Function X Basic Skills Training X Emerging Technologies Training X Biomedical Training (including CNA, phlebotomy, x-ray, and other tech, etc.) X On-the-Job Training X Apprenticeships X Skilled Labor training	St. Louis Community College Ranken Technical School Job Corps
X Job Search Assistance	X Resume Preparation X Interviewing Skills X Dress for Success X Workplace Skills X Job Development X Job Placement	Employment Connections Worknetnow
X Micro and Small Business Development	X Small business development services X Small business Mentoring X Entrepreneurship Training	Urban League of Metropolitan St. Louis Women's Business Center
X Health/Mental Health Care	X Alcohol and Drug Abuse Prevention X Alcohol and Drug Abuse Treatment X Primary care X Dental services X Mental Health Services X Health Insurance Advising	Places for People Affinia BJC Generate Health All about Care in Home, CDS
X Crisis Services	X Crisis Assessment X Crisis Intervention X Crisis Management X Crisis Resolution	BHR
X Child/Adult Protective Services	X Needs Assessment X Case Planning X Information Referral	LSEM – Legal Services of Eastern Missouri

X Household Management	X Training in Household Management	Fathers & Families Support Center Vision for Children at Risk
X Homeownership Preparation	X Homeownership Education X Housing Counseling X Down payment Assistance X Other Homeownership Assistance	Beyond Housing Justine Petersen Urban League
X Financial Empowerment	X Financial education X Financial coaching X Banking services X Training in money management	Justine Petersen Prosperity Connection LifeWise STL
X Individual Development Accounts	X Matched Savings Accounts	Lifewise STL
X Legal Services	X Legal Services	LSEM – Legal Services of Eastern Missouri
X Debt Resolution & Credit Repair	X Assistance negotiating the resolution of past-due debt	Justine Petersen LifeWise STL

VIII. Method of Identifying Family Support Needs and Delivering Appropriate Support Services

Method of Identifying Family Support Needs and Delivering Appropriate Support Services

A. Identifying Family Support Needs

To help determine the supportive services needs of each family, the FSS coordinator will work with the family to complete an initial informal needs assessment for that family before completion of the initial Individual Training Service Plan (ITSP) and signing of the contract of participation. After enrollment in the FSS program, the FSS coordinator may make referrals to partner agencies for completion of one or more formal needs assessments. These assessments may focus on such issues as: employment readiness and employment training needs, educational needs related to secondary and post-secondary education, financial health, and other topics, depending on the needs and interests of the family.

The formal assessments may lead to adjustments to the Individual Training Service Plan, if requested by the family.

B. Delivering Appropriate Support Services

Coaching. All families who participate in the FSS program will be assigned an FSS coordinator who will provide coaching services to help each participating family to:

- Understand the benefits of participating in the FSS program and how the program can help the family achieve its goals.
- Identify achievable, but challenging interim and final goals for participation in the FSS program, break down the goals into achievable steps and accompany the family through the process.
- Identify existing family strengths and skills.
- Understand the needs that the family has for services and supports that may help the family make progress toward their goals.
- Access services available in the community through referral to appropriate service providers.
- Overcome obstacles in the way of achieving a family's goals.

C. Transitional supportive service assistance.

X Option 1: Families that have completed their CoP and remain in assisted housing may request assistance with referrals to service providers to continue their progress toward economic security. Subject to limitations on staff capacity, **St. Louis Housing Authority** will try to help these families with appropriate referrals. The time spent on these referrals will not be covered by funds designated by HUD to support the FSS program.

IX. Contract of Participation

Contract of Participation

All families enrolled in the FSS program will be required to sign a Contract of Participation (CoP) that includes an Individual Training and Services Plan (ITSP). This section describes the contents of the CoP and the St. Louis Housing Authority's policies and practices regarding the CoP.

A. Form and content of contract

The CoP, which will incorporate one ITSP for each participating member of the family, sets forth the principal terms and conditions governing participation in the FSS program. These include the rights and responsibilities of the FSS family and of the St. Louis Housing Authority, the services to be provided to, and the activities to be completed by, each adult member of the FSS family who elects to participate in the program.

B. ITSP goals

Each individual's ITSP will establish specific interim and final goals by which the **St. Louis Housing Authority** and the family will measure the family's progress towards fulfilling its obligations under the CoP. For any FSS family that is a recipient of welfare assistance at the outset of the CoP or that receives welfare assistance while in the FSS program, the **St. Louis Housing Authority** will establish as a final goal that every member of the family become independent from welfare assistance before the expiration of the CoP. The ITSP of the head of FSS family will also include as a final goal that they seek and maintain suitable employment. The FSS coordinator will work with each participating individual to identify additional ITSP goals that are relevant, feasible and desirable. Any such additional goals will be realistic and individualized.

C. Determination of suitable employment

As defined in the FSS regulations (24 CFR 984.303(4)(iii)), a determination of what constitutes "suitable employment" for each family member with a goal of seeking and maintaining it will be made by the **St. Louis Housing Authority**, with the agreement of the affected participant, based on the skills, education, job training and receipt of other benefits of the family member and based on the available job opportunities within the community.

D. Contract of Participation term and extensions

The CoP will go into effect on the first day of the month following the execution of the CoP. The initial term of the CoP will run the effective date through the five-year anniversary of the first reexamination of income that follows the execution date. Families may request up to two one-year extensions and are required to submit a written request that documents the need for the extension. **St. Louis Housing Authority** will grant the extension if it finds that good cause exists to do so. In this context, good cause means:

1. Circumstances beyond the control of the FSS family, as determined by the St. Louis Housing Authority, such as a serious illness or involuntary loss of employment:

(ii) Active pursuit of a current or additional goal that will result in furtherance of self-sufficiency during the period of the extension (e.g., completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.) as determined by the **St. Louis Housing Authority** or

(iii) Any other circumstances that the **St. Louis Housing Authority** determines warrants an extension, including all exceptions listed above and others, on a case-by-case basis.

E. Completion of the contract

The CoP is completed, and a family's participation in the FSS program is concluded when the FSS family has fulfilled all its obligations under the CoP, including all family members' ITSPs, on or before the expiration of the contract term. The family must provide appropriate documentation that each of the ITSP goals has been completed. The **St. Louis Housing Authority** will accept the following form of verification for completion of the ITSP goals:

X Option 3: The **St. Louis Housing Authority** will require a combination of self-certification and third-party verification to document completion of ITSP goals.

Modification

The **St. Louis Housing Authority** will allow for modifications to the CoP under the following circumstances:

X Option 1: The **St. Louis Housing Authority** will allow modifications at any time during the term of the CoP

The **St. Louis Housing Authority** and the FSS family may mutually agree to modify the CoP with respect to the ITSP and/or the contract term, and/or designation of the head of FSS household. All modifications must be in writing and signed by the **St. Louis Housing Authority** as well as the Head of FSS Family.

X When the modifications to the ITSP improve the participant's ability to complete their obligations in the CoP or progress toward economic self-sufficiency

X When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, after consultation with the **St. Louis Housing Authority**, designate another family member to be the FSS head of family

X When a relocating family is entering the FSS program of a receiving **PHA** and the start date of the CoP must be changed to reflect the date the new CoP is signed with the receiving **PHA**

X. Program Termination, Withholding of Services, and Available Grievance Procedures

Program Termination

Consequences of noncompliance with the contract

Participant non-compliance with the CoP may result in termination from the FSS program. See policies on Involuntary Termination in Section X(A).

Involuntary Termination

The **St. Louis Housing Authority** may involuntarily terminate a family from FSS under the following circumstances:

I. If the participant fails to meet their obligations under the Contract of Participation, the Individual Training and Services Plan and related documentation. Non-compliance includes:

- i. Missing scheduled meetings, failure to return phone calls, and/or maintain contact after written notification of non-compliance*
- ii. Failure to work on activities and/or goals set forth in the Individual Training and Services Plan, including employment activities*
- iii. Failure to complete activities and/or goals within the specified time frames; and/or*

II. If the participant's housing assistance has been terminated.

Participants who fail to meet their obligations under paragraph I above, as determined by an FSS coordinator, will be given the opportunity to attend a required meeting with the FSS Coordinator or assigned **St. Louis Housing Authority** representative to review the situation. At this meeting, a review of the Contract of Participation, Individual Training and Services Plan, and all related documentation will be conducted, and amendments will be made as necessary (within HUD guidelines) to allow for changes in circumstances. Failure to contact the FSS Coordinator to schedule this meeting within fourteen (14) days of a written request by the FSS program to set up this a meeting or failure by the FSS Head of Household to attend this meeting without some type of correspondence to clarify the issue(s), may lead to termination from the program. The FSS Coordinator will also attempt to contact the participant via phone, text, in person and/or email prior to the review meeting. Participants who remain out of compliance after this meeting will be subject to termination from the FSS program.

If the initial meeting does not resolve the problem, or if the meeting is not requested by the family within the required period, notification of termination will be made to the family by letter stating:

1. The specific facts and reasons for termination.
2. A statement informing the family of their right to request an informal hearing and the date by which this request must be received (see *Grievance Procedures*).
3. A statement informing the family that termination from the FSS program for the reasons stated therein will not result in termination of the family's housing assistance. Failure to request a hearing in writing by the deadline will result in closure of the family's FSS file and all rights to a hearing will be waived. All escrow money held on the family's behalf will be forfeited in accordance with HUD regulations. Housing assistance will not be terminated based on non-compliance with the FSS program. The current amount of escrow in the family's escrow account will be included in the letter.

B. Voluntary Termination

Participants may also be terminated from the FSS program under the following circumstances:

- Mutual consent of both parties
- The family's withdrawal from the FSS program
- Failure of the family to honor the terms of contract
- Any other act deemed inconsistent with the purpose of the FSS
- Operation of law
- Family's HCV assistance is terminated

C. Termination with Escrow Disbursement

In most cases, families whose FSS contracts are terminated will not be entitled to disbursement of their accrued FSS escrowed funds. However, the CoP will be terminated with FSS disbursement when one of the following situations occurs:

- Services that the **St. Louis Housing Authority** and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable.
- The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless the **St. Louis Housing Authority** and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family.

- An FSS family in good standing moves outside the jurisdiction of the PHA (in accordance with portability requirements at 24 CFR §982.353) for good cause, as determined by the PHA, and continuation of the CoP after the move, or completion of the CoP prior to the move, is not possible.

D. Grievance Procedures

Any Public Housing FSS family who disagrees with a termination from the FSS program may first elect to file an informal grievance with the PHA. The **St. Louis Housing Authority's** Admissions and Continued Occupancy Plan (ACOP) details the **SLHA's** Grievance Procedures ([See SLHA ACOP 2021 Section 23.3 Grievances and Appeals.](#))

Any Housing Choice Voucher (HCV) FSS family who disagrees with a termination from the FSS program may first elect to file an informal hearing in accordance with Chapter 30 of the St. Louis Housing Authority's Administrative Plan ([See SLHA Administrative Plan 2021 Chapter 30.](#))

XI. Assurance of Non-Interference

Assurance of Non-Interference

Participation in the FSS Program is voluntary. A family's decision on whether to participate in FSS will have no bearing on the **St. Louis Housing Authority's** decision of whether to admit the family into the Housing Choice Voucher/Public Housing program. The family's housing assistance will not be terminated based on whether they decide to participate in FSS, their successful completion of the CoP, or on their failure to comply with FSS program requirements.

St. Louis Housing Authority will ensure that the voluntary nature of FSS program participation is clearly stated in all FSS outreach and recruitment efforts.

XII. Timetable

Timetable

X Option 1: St. Louis Housing Authority implemented its FSS program in **1996** and will continue to implement it per this FSS Action Plan.

Program Begins

The FSS program will commence operation as soon as the **St. Louis Housing Authority** has received notification of HUD's approval of the Action Plan.

Program Coordinating Committee

Within 90 days after the program begins, a Program Coordinating Committee (PCC) will be formed and will begin meeting. The Committee will continue to meet quarterly for the next twelve months. Additional special meetings will occur as needed.

Outreach

Within 90 days of program launch, outreach efforts will commence, as described above in the Outreach section.

Participant Selection

Candidates who respond to the outreach efforts will be selected in accordance with the selection procedures described above. The first FSS program participants are expected to be enrolled within 120 days of program launch.

Contract Execution

Contracts of Participation will be executed with selected participants on a rolling basis. The first Contracts of Participation are expected to be completed within 6 months of program launch.

Full Enrollment

The FSS program expects to reach full capacity within **1** month of program launch. (See discussion above of the number of participants expected to be served. Note that generally for funded programs, the program is required to be serving the minimum number of participants within one year.)

Program Maintenance

The FSS program expects to operate at full capacity thereafter, subject to normal fluctuations related to families leaving and entering the program.

XIII. Reasonable Accommodations, Effective Communications, and Limited English Proficiency

Reasonable Accommodations, Effective Communications and Limited English Proficiency Requirements

Requests for Reasonable Accommodations

A person with disabilities may request reasonable accommodations to facilitate participation in the FSS program. Requests will be considered on a case-by-case basis. Requests should be made initially to the FSS coordinator. If SLHA denies a request for an accommodation because it is not reasonable, SLHA will discuss with the family whether an alternative accommodation could effectively address the family's disability related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden. If the family is unable to identify a reasonable alternative accommodation after discussion and negotiation, SLHA will notify the family of its determination within 10 business days from the date of the most recent discussion or communication with the family (*See SLHA Administrative Plan, Chapter 2, Section 2.6, Fair Housing and Equal Opportunity, Approval/Denial of a Request for Reasonable Accommodations*).

Request for Effective Communications

A person with disabilities may request the use of effective communication strategies to facilitate participation in the FSS program. Examples include appropriate auxiliary aids and services, such as interpreters, computer-assisted real time transcription (CART), captioned videos with audible video description, visual alarm devices, a talking thermostat, accessible electronic communications and websites, documents in alternative formats (e.g., Braille, large print), or assistance in reading or completing a form, etc. Requests should be made initially to the FSS coordinator (*See SLHA Administrative Plan, Chapter 2, Fair Housing and Equal Opportunity*).

Limited English Proficiency

The **St. Louis Housing Authority** will comply with HUD requirements to conduct oral and written communication related to the FSS program in languages that are understandable to people with Limited English Proficiency. For more information, see *SLHA Administrative Plan, Chapter 2, Section 2.4, Fair Housing and Equal Opportunity, Access to Services for Persons with Limited English Proficiency (LEP)*.

XIV. Coordination of Services

XIV.A Coordination of Services (PHAs only)

Coordination of Services

A. Certification of Coordination

Development of the services and activities under the FSS program has been coordinated with programs under title I of the Workforce Innovation and Opportunity Act 29 U.S.C. 3111 et seq., and other relevant employment, childcare, transportation, training, education, and financial empowerment programs in the area. Implementation will continue to be coordinated, to avoid duplication of services and activities.

B. Program Coordinating Committee

The principal vehicle for ensuring ongoing coordination of services is the program coordinating committee (PCC), which has been established in accordance with FSS regulations to assist in securing commitments of public and private resources for the operation of the FSS Program. Among other responsibilities, the PCC will help the FSS program to identify and build strong referral relationships with providers of supportive services that meet the needs of FSS participants. The PCC will also be consulted in developing program policies and procedures.

The PCC will meet **quarterly** and may conduct business on an as-needed basis via email or virtual conferences. The PCC includes the following representatives:

- One or more FSS Program Coordinators
- One or more participants from each HUD rental assistance program served by the FSS program.
- Representatives from a variety of agencies and individuals, which include but are not limited to the following:
 - Housing Authority of St. Louis County – FSS Coordinators
 - **Miranda Root - Paraquad**
 - **Barbara Davis - College Kid**
 - **Jane Jung - St. Francis**
 - **Dr. Monica A. Stewart - People's Community Action Corp**
 - **Kevin Wells - Places for People**

XV. FSS Portability (Applicable to HCV Only)

Portability

A. Portability in initial 12 months

X Option 1: While the **St. Louis Housing Authority** is not required to allow FSS participants to exercise portability within the initial 12 months after signing a CoP, it is the policy of **St. Louis Housing Authority** to allow for portability within this period to the extent feasible.

B. Moves into the PHA's jurisdiction

If an FSS participant moves into the PHA's jurisdiction, they will be admitted in good standing into the **St. Louis Housing Authority's** FSS program unless the **St. Louis Housing Authority** is already serving the number of FSS families identified in this FSS Action Plan and determines that it does not have the resources to manage the FSS contract.

Regardless of whether **St. Louis Housing Authority** is able to receive an incoming family from another jurisdiction into the FSS program, **St. Louis Housing Authority** will agree to allow and support porting families to remain in their initial PHA's FSS program after porting housing vouchers if the initial PHA requests that the family remain in the initial FSS program and can demonstrate the family is able to fulfill its responsibilities under the initial CoP, the move in jurisdictions notwithstanding.

C. FSS termination with disbursement for porting families

If an FSS family seeks to move to a jurisdiction that does not offer an FSS program, the **St. Louis Housing Authority** will closely examine the family's progress to determine if it would be appropriate to exercise FSS Termination with Disbursement as discussed above in the section on Termination.

Where continued FSS participation is not possible, **St. Louis Housing Authority** will discuss the options that may be available to the family, depending on the family's specific circumstances, which may include, but are not limited to, modification of the FSS contract, termination of the FSS contract and forfeiture of escrow, termination with FSS escrow disbursement in accordance with 24 CFR § 984.303(k)(1)(iii), or locating a receiving PHA that has the capacity to enroll the family into its FSS program.

XVI. Other Policies

Other Policies

Policy	Where Addressed in Plan
(i) Policies related to the modification of goals in the ITSP;	Section IX Contract of Participation
(ii) The circumstances in which an extension of the Contract of Participation may be granted	Section IX: Contract of Participation
(iii) Policies on the interim disbursement of escrow, including limitations on the use of the funds (if any)	Section VI: FSS Escrow Account and Other Incentives for Participants
(iv) Policies regarding eligible uses of forfeited escrow funds by families in good standing	Section VI: FSS Escrow Account and Other Incentives for Participants
(v) Policies regarding the re-enrollment of previous FSS participants, including graduates and those who exited the program without graduating	Section IV. Family Selection Procedures
(vi) Policies on requirements for documentation for goal completion;	Section IX: Contract of Participation
(vii) Policies on documentation of the household's designation of ///the "Head of FSS Household;	Section IV. Family Selection Procedures
(viii) Policies for providing an FSS selection preference for porting families (if the PHA elects to offer such a preference)	Section IV: Family Selection Procedures

XVII. Definitions

Definitions

The definitions below are specified in CFR 24 984.103. The terms 1937 Act, Fair Market Rent, Head of Household, HUD, Public Housing, Public Housing Agency (PHA), Secretary, and Section 8, as used in this part, are defined in 24 CFR Part 5.

Certification means a written assertion based on supporting evidence, provided by the FSS family or the **St. Louis Housing Authority**, as may be required under this part, and which:

(1) Shall be maintained by the **St. Louis Housing Authority** in the case of the family's certification, or by HUD in the case of the PHA's or owner's certification.

(2) Shall be made available for inspection by HUD, the **St. Louis Housing Authority**, and the public, as appropriate; and,

(3) Shall be deemed to be accurate for purposes of this part, unless the Secretary or the **St. Louis Housing Authority**, as applicable, determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

Contract of Participation (CoP) means - a contract, in a form with contents approved by HUD, entered into between an FSS family and a **St. Louis Housing Authority** operating an FSS Program that sets forth the terms and conditions governing participation in the FSS Program. The CoP includes all Individual Training and Services Plans (ITSPs) entered into between the **St. Louis Housing Authority** and all members of the family who will participate in the FSS Program, and which plans are attached to the CoP as exhibits. For additional detail, see § 984.303.

Effective date of Contract of Participation (CoP) - means the first day of the month following the date in which the FSS family and the PHA entered into the CoP.

Eligible families mean current residents of Public Housing (Section 9) and current Section 8 program participants, as defined in this section, including those participating in other local self-sufficiency programs.

Enrollment means the date that the FSS family entered into the CoP with the St. Louis Housing Authority.

Family Self-Sufficiency (FSS) Program means the program established by a PHA within its jurisdiction or by an owner to promote self-sufficiency among participating families, including the coordination of supportive services to these families, as authorized by section 23 of the 1937 Act.

FSS escrow account (or, escrow) means the FSS escrow account authorized by section 23 of the 1937 Act, and as provided by § 984.305.

FSS escrow credit means the amount credited by the **St. Louis Housing Authority** to the FSS family's FSS escrow account.

FSS family means a family that resides in Public Housing (Section 9) or receives Section 8 assistance or receives HUD Project-Based Rental Assistance for a privately owned property, and that elects to participate in the FSS Program, and whose designated adult member (head of FSS family), as determined in accordance with § 984.303(a), has signed the CoP.

FSS related service program means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of "supportive services" set forth in this § 984.103.

FSS slots - refers to the total number of families (as determined in the Action Plan and, for mandatory programs, in § 984.105 of this part) that the PHA will serve in its FSS Program.

FSS Program Coordinator means the person(s) who runs the FSS program. This may include (but is not limited to) performing outreach, recruitment, and retention of FSS participants; goal setting and case management/coaching of FSS participants; working with the community and service partners; and tracking program performance.

FY means Federal Fiscal Year (starting October 1 and ending September 30, and year designated by the calendar year in which it ends).

Head of FSS family means the designated adult family member of the FSS family who has signed the CoP. The head of FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent.

Individual Training and Services Plan (ITSP) means a written plan that is prepared by the **St. Louis Housing Authority** in consultation with a participating FSS family member (the person with, for, and whom the ITSP is being developed), and which sets forth:

- (1) The final and interim goals for the participating FSS family member;
- (2) The supportive services to be provided to the participating FSS family members;
- (3) The activities to be completed by that family member; and,
- (4) The agreed upon completion dates for the goals and activities.

Each ITSP must be signed by the **St. Louis Housing Authority** and the participating FSS family member, and is attached to, and incorporated as part of the CoP. An ITSP must be prepared for each adult family member who elects to participate in the FSS Program, including the head of FSS family who has signed the CoP.

Owner means the owner of multifamily assisted housing.

Self-sufficiency means that an FSS family is no longer receiving Section 8, Public Housing assistance, or any Federal, State, or local rent or homeownership subsidies or welfare assistance. Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS escrow account funds.

Supportive services mean those appropriate services that a **St. Louis Housing Authority** will coordinate on behalf of an FSS family under a CoP, which may include, but are not limited to:

- (1) *Childcare*—childcare (on an as-needed or ongoing basis) of a type that provides sufficient hours of operation and serves an appropriate range of ages;
- (2) *Transportation*—transportation necessary to enable a participating FSS family member to receive available services, or to commute to their place(s) of employment;
- (3) *Education*—remedial education; education for completion of high school or attainment of a high school equivalency certificate; education in pursuit of a post-secondary degree or certificate;
- (4) *Employment Supports*—job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the CoP;
- (5) *Personal welfare*—substance/alcohol abuse treatment and counseling, and health, dental, mental health, and health insurance services;
- (6) *Household management*—training in household management;
- (7) *Homeownership and housing counseling*—homeownership education and assistance and housing counseling;
- (8) *Financial Empowerment*—training in financial literacy, such as financial coaching, training in financial management, asset building, and money management, including engaging in mainstream banking, reviewing, and improving credit scores, etc.;
- (9) *Other services*—any other services and resources, including case management, optional services, and specialized services for individuals with disabilities, that are determined to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

Reasonable accommodations and modifications must be made for individuals with disabilities consistent with HUD requirements, including HUD's legal obligation to make reasonable modifications under Section 504 of the Rehabilitation Act.


Welfare assistance means (for purposes of the FSS program only) income assistance from Federal, (i.e., Temporary Assistance for Needy Families (TANF) or subsequent program) State, or local welfare programs and includes only cash maintenance payments designed to meet a family's ongoing basic needs. Welfare assistance does not include:

- (1) Nonrecurrent, short-term benefits that:
 - (i) Are designed to deal with a specific crisis or episode of need,
 - (ii) Are not intended to meet recurrent or ongoing needs; and,
 - (iii) Will not extend beyond four months.
- (2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training)
- (3) Supportive services such as childcare and transportation provided to families who are employed.
- (4) Refundable earned income tax credits;
- (5) Contributions to, and distributions from, Individual Development Accounts under Temporary Assistance for Needy Families (TANF);
- (6) Services such as counseling, case management, peer support, childcare information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support;
- (7) Amounts solely directed to meeting housing expenses;
- (8) Amounts for health care;
- (9) Supplemental Nutrition Assistance Program and emergency rental and utilities assistance;
- (10) Supplemental Security Income, Social Security Disability Income, or Social Security; and
- (11) Child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not on the need of the child's current non-parental caretaker.

RESOLUTION No. 2960

MEMORANDUM

To: Board of Commissioners

Through: Alana C. Green, Executive Director 

From: Jason W. Hensley, Director of Real Estate Development

Date: November 1, 2022

Subject: Resolution No. 2960
Approving and Authorizing the St. Louis Housing Authority to execute a Developer Designation Agreement with Preservation of Affordable Housing, Inc.

The St. Louis Housing Authority (SLHA) is seeking Board approval to execute a Developer Designation Agreement with Preservation of Affordable Housing, Inc. (POAH). It is a pre-agreement to the Master Developer Agreement (MDA), which is expected to be executed within the next six (6) months.

On February 24, 2022, the SLHA Board of Commissioners approved Resolution No. 2941 authorizing the SLHA executive director to take all actions necessary to obtain a qualified Master Developer to perform all duties necessary for the rehabilitation and revitalization of the Clinton-Peabody development. Following that authorization, SLHA issued a Request for Qualifications (RFQ) seeking a qualified Master Developer for the Clinton-Peabody Apartments to improve and enhance housing opportunities for the families it serves.

Solicitation RD22-03 was released on March 8, 2022, requesting qualifications for a master developer for the revitalization of the Clinton-Peabody development. The RFQ put a significant emphasis on community engagement with Clinton-Peabody residents.

On April 19, 2022, SLHA received eight (8) responses to RD22-03. Each of the responses were evaluated for completeness, responsiveness, references, and compliance with federal guidelines. The proposals received were accepted as complete and each of the responding firms were invited to make in-person presentations to the SLHA Selection Committee, comprised of ten (10) members, including SLHA Commissioners, public housing residents, community leaders, and SLHA staff. These presentations were held between June 13 and 15, 2022.

Following the presentations, and considering the written proposals, the SLHA Selection Committee used the scoring criteria published in RD22-03 to award the highest number of points to POAH due in large part to its stated commitment to engaging Clinton-Peabody residents and actively incorporating their needs into any final design.

Board approval is requested for the St. Louis Housing Authority to execute a Designated Developer Agreement (See Exhibit A) with the Preservation of Affordable Housing in anticipation of negotiating a Master Developer Agreement for the redevelopment of Clinton-Peabody utilizing mixed-finance tools.

Approving and Authorizing the St. Louis Housing Authority to Execute a Developer Designation Agreement with Preservation of Affordable Housing, Inc.

WHEREAS, the Clinton-Peabody development, having reached a point of obsolescence due to age and design, is in need of substantial rehabilitation and revitalization to serve modern families; and

WHEREAS, the planning and implementation for the redevelopment of Clinton-Peabody is identified as a priority goal in the 2020 - 2024 SLHA Strategic Plan; and

WHEREAS, on February 24, 2022, the SLHA Board of Commissioners authorized the SLHA executive director to take all actions necessary to obtain a qualified Master Developer to perform all duties necessary for the rehabilitation and revitalization of the Clinton-Peabody development; and

WHEREAS Solicitation RD22-03 was released on March 8, 2022, requesting qualifications for a master developer for the revitalization of the Clinton-Peabody development; and

WHEREAS, Preservation of Affordable Housing, Inc., on April 19, 2022, submitted a response to Solicitation RD22-03; and

WHEREAS, Preservation of Affordable Housing, Inc, through a competitive process, received the highest score among eight (8) responding firms; and

WHEREAS, the SLHA is currently negotiating the formal Master Developer Agreement (MDA) with Preservation of Affordable Housing, Inc.; and

WHEREAS, the Agreement will allow for pre-development planning by Preservation of Affordable Housing, Inc. to occur in anticipation of the Master Developer Agreement (MDA) being executed within six (6) months.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The Board of Commissioners authorizes the Executive Director to execute a Designated Developer Agreement with Preservation of Affordable Housing, Inc. in such form as set forth at Exhibit A with such modifications as may be reasonably necessary or desirable to carry out and comply with the intent of this Resolution.

DEVELOPER DESIGNATION AGREEMENT ST. LOUIS HOUSING AUTHORITY

This Developer Designation Agreement (this "**Agreement**") is entered into as of November __, 2022 (the "**Effective Date**"), by and between the ST. LOUIS HOUSING AUTHORITY, a municipal corporation organized under the laws of the State of Missouri (the "**Authority**") and Preservation of Affordable Housing, Inc., an Illinois nonprofit corporation ("**Developer**").

PREAMBLE

WHEREAS, the Clinton-Peabody development, having reached a point of obsolescence due to age and design, is in need of substantial rehabilitation and revitalization to serve modern families; and

WHEREAS, the planning and implementation for the redevelopment of Clinton-Peabody is identified as a priority goal in the 2020 - 2024 SLHA Strategic Plan; and

WHEREAS, on February 24, 2022, the SLHA Board of Commissioners authorized the SLHA executive director to take all actions necessary to obtain a qualified Master Developer to perform all duties necessary for the rehabilitation and revitalization of the Clinton-Peabody development; and

WHEREAS Solicitation RD22-03 was released on March 8, 2022 requesting qualifications for a master developer for the revitalization of the Clinton-Peabody development; and

WHEREAS, Preservation of Affordable Housing, Inc., on April 19, 2022, submitted a response to solicitation RD22-03; and

WHEREAS, Preservation of Affordable Housing, Inc, through a competitive process, received the highest score among eight (8) responding firms from the St. Louis Housing Authority Selection Committee comprised of public housing residents, community leaders, and SLHA staff; and

WHEREAS, the SLHA is currently negotiating the formal Master Developer Agreement (MDA) with Preservation of Affordable Housing, Inc.; and

WHEREAS, the Agreement will allow for pre-development planning by Preservation of Affordable Housing, Inc. to occur in anticipation of the Master Developer Agreement (MDA) being executed within six (6) months.

AGREEMENT

In consideration of the promises and mutual covenants set forth herein, and of the recitals set forth above, the parties hereto, with the intent to be legally bound, agree as follows:

1. Developer Designation. Authority hereby designates Developer as Authority's exclusive master development partner for the Development. The designation of Developer shall remain in effect only during the Term of this Agreement unless extended pursuant to a Master Development Agreement ("**MDA**") or other written agreement between the parties.
2. MDA Terms. The parties shall work in good faith to negotiate an MDA that is consistent with the terms set forth in that "Business Terms Summary" which is attached hereto as Attachment 1. During

the course of such negotiations, the parties will also cooperate to share available information regarding the project and begin a consultation process with the applicable residents. The Authority will provide access to the site upon such reasonable terms and conditions as negotiated between the parties.

3. Term. The term of this Agreement (the “**Term**”) shall end on the earliest to occur of:
 - a. termination as provided for under Section 7 of this Agreement or
 - b. execution of the MDA or other written agreement between the parties, which written agreement expressly contemplates the extension of the designation set forth herein.
4. Disclaimer of Relationships.
 - a. Nothing contained in this Agreement shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving Authority and Developer.
 - b. Developer acknowledges that any transfer of Federal funds by Authority to Developer shall not be deemed an assignment of such funds. Developer will not succeed to any rights or benefits of Authority under any agreement between Authority and HUD or attain any privileges, authorities, interests, or rights in or under any such agreement.
5. Representations and Warranties of Developer. Developer hereby represents and warrants to Authority as follows:
 - a. Developer has the legal capacity to enter into this Agreement and to perform all of the undertakings set forth herein.
 - b. Developer is a duly organized and validly existing nonprofit corporation under the laws of the State of Illinois.
 - c. This Agreement has been duly and validly executed and delivered by Developer and constitutes a valid and legally binding obligation enforceable in accordance with its terms.
6. Representations and Warranties of Authority. Authority hereby represents and warrants to Developer as follows:
 - a. It has the legal capacity to enter into this Agreement and to perform all of the undertakings set forth herein.

- b. Authority is duly organized and validly existing under the laws of the State of Missouri.
 - c. This Agreement has been duly and validly executed and delivered by Authority and constitutes a valid and legally binding obligation enforceable in accordance with its terms.
- 7. Termination by Parties. This Agreement may be terminated:
 - a. By the mutual agreement of Developer and Authority; or
 - b. By either party, in the event an MDA or other written agreement contemplated in Section 3b is not entered into within six (6) months from the effective date hereof.
- 8. Non-Liability of Authority Officials, Employees and Agents. No member, employee, office, director or agent of the Authority shall be personally liable to Developer (or any of its sub-contractors) or any successor in interest, in the event of any default or breach by Authority or for any amount which may become due to Developer (or its subcontractors) on any obligation under the terms of this Agreement.
- 9. Non-Liability of Developer Employees and Agents. No member, employee, director, officer or agent of Developer or any of its members shall be personally liable to Authority (or any of its subcontractors) or any successor in interest, in the event of any default or breach by Developer or for any amount which may become due to Authority (or to any of its subcontractors) or on any obligation under the terms of this Agreement.
- 10. Conflict of Interest. The parties acknowledge and agree to comply with conflict of interest provisions set forth in 2 CFR Part 200 and the Authority's Annual Contributions Contract. Each of the parties hereto agrees to include in all Development-related contracts with any party involving the use of Federal funds, a conflict of interest provision consistent with 2 CFR Part 200 and Authority's Annual Contributions Contract.
- 11. Miscellaneous. This Agreement (a) may be amended or waived only by writing, signed by each of the parties; (b) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior consent of the other party; (c) may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; (d) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (e) shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri without giving effect to any conflict of laws rules and with respect to any dispute hereunder, jurisdiction and venue shall be exclusively with the state courts located in St. Louis, Missouri; and (f) shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

12. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if, and shall not be deemed given unless, delivered by hand, sent by registered or certified mail, return receipt requested, or dispatched by overnight delivery service with a delivery receipt, and addressed as follows:

If to Authority:

St. Louis Housing Authority
3520 Page Avenue
St. Louis, Missouri 63106
Attn.: Executive Director

If to Developer:

Preservation of Affordable Housing, Inc.
2 Oliver Street, Suite 500
Boston, MA 02109
Attn: Judith S. Jacobson, General Counsel

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ST LOUIS HOUSING AUTHORITY

By _____
Alana Green,
Executive Director

PRESERVATION OF AFFORDABLE HOUSING, INC

By: _____
Aaron Gornstein
President and CEO

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
A. Ownership Structure	<ul style="list-style-type: none"> • SLHA, through an affiliate, shall participate in the Partnership (Owner Entity) established for each phase as a non-managing member of the general partner of the Partnership entity holding 0.049%. SLHA's participation will be structured to maximize experience points on future tax credit applications. SLHA shall have consent right to material decisions, such consent to not be unreasonably held, delayed or denied. Material decisions which POAH will need to make shall be negotiated within the Master development discussion.
B. Site Control, tax exemption, and Right of First Refusal	<ul style="list-style-type: none"> • For purposes of funding applications SLHA will provide ground lease options to the Partnership to meet the site control requirements of the particular funding application, as needed. Such options are to be at no cost. • The Ground lease will be structured in such a way that is financeable in low income housing tax credit syndications. Ground lease payments will be based on an appraisal and may be structured through deferred or cash flow-only payments (except as provided below regarding total compensation to SLHA), capitalized payment, or seller note, depending on financial feasibility. Timing of payments also subject to financial feasibility. The parties may mutually agree to reduce or restructure the ground lease as necessary for project feasibility. • Ground Lease term will be what is required by private lenders and investors, namely not less than 75 years. • SLHA shall have a right of first refusal (ROFR) to purchase the property at the end of the 15-year tax credit compliance period for the lowest price permitted by Section 42(i)(7) of the Internal Revenue Code. SLHA shall also have an option to purchase the property or the partnership interests at fair market value. Should SLHA decide not to exercise its ROFR or option whether prior to or following the end of the 15-year tax credit compliance period or within a specified time period following the limited partner's notice of its intent to sell (i.e., 75 days), POAH, Inc. (501c3) or its designee, with SLHAs approval, will have the ROFR and option to purchase the property. POAH will also provide preferred terms for the ROFR and option for SLHA's review and approval to be included in the equity solicitations and resulting term sheets and partnership agreements executed per phase.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
C. Environmental Conditions and Additional Services	<ul style="list-style-type: none"> • SLHA will deliver to Developer all environmental reports and information it has regarding the site. Developer will have access to the site prior to closing to conduct any additional testing or environmental due diligence Developer determines necessary. Any necessary remediation costs will be project expenses. SLHA will not have liability for any environmental conditions discovered after the closing of individual phases, unless SLHA had prior knowledge of such conditions and failed to disclose same to Developer. • The parties contemplate that various additional services for demolition, site prep and infrastructure will be performed pursuant to additional services agreement between the Authority and Developer but the form and substance of those agreements, as well as the source of funds of those agreements, will be agreed to in the context of the MDA.
D. Pre-development Services	<ul style="list-style-type: none"> • Developer to provide a predevelopment budget for SLHA review and/or approval. Such budget will involve those 3rd party costs related to the housing construction of a financially feasible phase of development. • Predevelopment will be covered by Developer <ol style="list-style-type: none"> 1. <u>Pre-Development Costs.</u> <ol style="list-style-type: none"> a. <i>Third-Party Costs.</i> POAH agrees to finance third-party costs as needed to attain permanent financing and as it determines work is needed for the progress of each phase. b. <i>Expenses.</i> Each Party shall bear its own salaries, overhead, and travel expenses for pre-development activities related to the Project. • It is anticipated that predevelopment costs expended by SLHA (as applicable) and Developer will be reimbursed in full at initial closing and in amounts that reflect the actual expenses paid or costs incurred. Predevelopment interest loan interest (as applicable) will be a project expense.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
E. Unit Mix and Construction Approvals	<ul style="list-style-type: none"> • Initial Phasing and Unit Counts to be attached at <u>Exhibit A</u> as the program is developed through planning process. • SLHA to review and approve design and specifications at concept, design development and construction documents stages. SLHA will complete review and approval within 10 business days of receipt of such changes, which will not be unreasonably withheld or denied. The development shall meet a qualified Green Building Standard and implement as many protections for the environment as feasible, with a preference for Enterprise Green Communities or comparable standards focused on building performance and energy savings. • Developer shall be responsible for obtaining any necessary local government approvals including all building permits. • Developer will provide monthly status reports to SLHA including Section 3 compliance reports. Davis Bacon compliance will require electronic upload of certified payrolls by construction contractors and subcontractors on a weekly basis to the system required by public funders (GPTS or Elations). SLHA will be invited and have the right to participate in all construction progress meetings and have approval rights over all change orders exceeding \$50,000 or \$100,000 in the aggregate. Approval shall be given within 5 business days of receipt of proposed change order (PCO) with relevant supporting documentation and shall not be unreasonably withheld, delayed, or denied provided that the PCO is complete and has been reviewed and approved by project architects and lead project manager (Developer). Any draw request submitted to SLHA may not be done more than one time per month and must be submitted on a timely basis, and SLHA will approve and fund draw requests within 15 business days of receipt of a complete draw package.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
F. Developer Fee	<ul style="list-style-type: none"> • The Developer fee for each housing phase to be calculated as permitted by MHDC and HUD. To the extent there is a conflict between the two requirements, the more restrictive shall control. The HUD permitted maximum fee pursuant to published cost control and safe harbor standards is 12% of adjusted TDC (less fee, reserves, acquisition) with justification given complexity of transaction, guarantees. Additional fees (9% of hard and soft costs) outside of the housing phase limits can be earned by Developer (or its affiliate) for additional services (i.e., demolition, site prep oversight), per above. • POAH will be the sole Developer and receive 100% of the developer fee as consideration for performing all developer responsibilities agreed to in the MDA, including, but not limited to: <ul style="list-style-type: none"> • Securing all funding sources, except for those requiring SLHA to be the applicant and/or funding recipient. POAH will assist with any funding application required of SLHA. • Relocation coordination, which may be led by a third-party relocation consultant (and as further described in Section U below). • Preparation of Section 18 application and RAD applications (as applicable). • Oversee all phases of development, including those services performed as ‘additional services’ to SLHA (demolition, site clearance, public infrastructure design and construction) • Community engagement • Compliance with all applicable local, state, and federal laws
G. Developer Guarantees	<ul style="list-style-type: none"> • Developer will provide all necessary guarantees to investor and lenders, such as completion, lease-up, stabilized occupancy, etc. • Developer will provide a construction completion guaranty to SLHA = and the general contractor will provide payment and performance bonds with SLHA named as a co-obligee. • Developer will be responsible for all cost overruns related to any aspect of the redevelopment. After closing and pursuant to development agreement with each phase owner, Developer can offset shortfalls by reallocating among individual development budget line items, reducing scope/costs subject to change order provisions set forth herein, and/or seeking additional non-SLHA sources.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
H. SLHA Funding	<ul style="list-style-type: none"> • Developer and SLHA will work together to identify gap funding sources to bring to the financing, but SLHA will not have any obligation to provide funding other than a minimum of \$1.8 million in capital funds available to SLHA. SLHA agrees to pursue any funding sources it is eligible for and for which SLHA serving as lead or co-applicant would be advantageous to the redevelopment plan, with the Developer's support on the applications. • SLHA legal expenses (such amount to be negotiated by SLHA and provided to the Developer at least 120 days in advance of closing) will be included in the project budget as a project cost. • Depending on most advantageous structure determined for ground lease, SLHA may provide Seller Financing with respect to all or a portion of the acquisition price and receive cash flow-only lease payments with respect to all or a portion of the acquisition price (except as provided above regarding total compensation to SLHA).
I. Financing	<ul style="list-style-type: none"> • Developer to solicit and select third party lenders and investors; SLHA will have a right to review and reasonably approve regarding solicitations and selection and may choose to add respondents to Developer's list provided that Developer does not have a specific objection to such respondents; SLHA's approval shall not be unreasonably conditioned, withheld or delayed. Such solicitation will include the right of SLHA to exercise the right of first refusal for the lowest price permitted by Section 42(i)(7) of the Internal Revenue Code, which at the election of SLHA, will include an agreed upon ROFR/Option form agreement to ensure the selected investor will accept the terms. • All tax credit applications will be prepared by Developer and will be provided to SLHA for review and approval prior to submission to MHDC. SLHA's approval shall not be unreasonably conditioned, withheld or delayed. Both parties recognize that major financing applications require time-sensitive submittals or adjustments that cannot be avoided but recognize the importance of good communication and will use best efforts.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
	<ul style="list-style-type: none"> • Developer will keep SLHA apprised on all correspondence with MHDC and the City of St. Louis. • All Budgets to be approved by SLHA within ten (10) business days of receipt, and shall not be unreasonably withheld, delayed, or denied. • Preliminary Phase Budgets to be attached as Exhibit B subsequent to establishment of development program through planning process, and subject to adjustment as needed over time.
J. Participation in Cash Flow (Housing)	<p>While it is acknowledged that the final cash flow waterfall will be subject to negotiation with the investor, the parties shall endeavor to have the below waterfall reflected in the final Partnership agreement:</p> <ul style="list-style-type: none"> a. Any payments owed to the Limited Partner b. Priority Fees: annual asset management fee to limited partner; annual partnership management fee to POAH c. Payment of any developer loans, including deferred fee, development advances, operating deficit advances, and similar development advances d. Replenishment of the Operating Reserve e. Split 60% of remaining net cash flow to soft debt and 40% to incentive management fee to Developer. f. With 60% of remaining net cash flow, repayment of any SLHA Loans or Seller Financing dependent on ground lease structure, and amount of SLHA funding in each housing phase in proportion to other subordinate lenders (City, MHDC, POAH), as applicable. POAH source of capital may require priority payment.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
K. GC/Architect/ Engineer Selection and Participation Goals	<ul style="list-style-type: none">• Developer has selected and SLHA has approved architectural and engineering consultants as documented in the initial solicitation. To the extent that Developer needs to add architectural or engineering consultants, or make changes from the firms previously identified, Developer will advise SLHA prior to engaging such firm(s) for SLHA's review and approval, which will not be unreasonably delayed or withheld. The Authority shall have the right to screen any and all consultants and contracts set forth in the initial solicitation (inclusive of any screening to ensure that the consultant or contractor is not debarred).• A guarantied maximum price structure shall be utilized for the General Contractor, subject to change orders as noted herein. SLHA acknowledges Developer's inclusion of Roanoke Construction as the General Contractor in its Clinton-Peabody redevelopment team. Roanoke's selection as general contractor for any phase requires evidence of its commitment to MBE, WBE, Section 3 business and workforce participation (i.e. as documented in a written plan and trade work breakdown), and provision of subcontractor bid breakdowns to demonstrate cost competitiveness. Roanoke must also provide Section 3 certification documentation to SLHA. To the extent other general contractors are solicited for any phase, SLHA shall have the right to review the Developer's solicitation process and selection shall be subject to SLHA's approval which shall not be unreasonably withheld, delayed or denied.• Developer will also be required to include provisions of any MBE, WBE, and minority workforce participation goals in the construction contracts, and Section 3 provisions in all construction and professional services contracts, as described further in Section M. below.• Any third-party prime contractors not identified in Developer's initial solicitation shall be approved by SLHA prior to Developer's engagement of those prime contractors, such approval not to be unreasonably withheld, delayed or denied. Provided, however, that no contractor (whether a subcontractor or prime contractor) may be suspended or debarred by HUD.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
	<ul style="list-style-type: none"> • Contract forms will be based on Developer standard documents and modified AIA forms, as applicable, subject to comment by the project lenders and investor and SLHA and shall include all required HUD provisions.
L. GC Fees	<ul style="list-style-type: none"> • Will be limited to the lower of (i) 6%/2%/6% overhead, profit, and general conditions; (ii) MHDC requirements and (iii) HUD Safe Harbor requirements.
M. MBE, WBE, DBE, Section 3	<ul style="list-style-type: none"> • Developer shall comply with the commitments made in the initial solicitation regarding MBE/WBE and Section 3 participation. • Developer will use best efforts to comply with HUD Section 3 requirements and goals and shall include Section 3 provisions in contracts with the General Contractor(s), including the following minimum goals: (i) 5 percent of the number of labor hours of all workers on a Section 3 project are targeted section 3 workers, and (ii) twenty-five percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers. SLHA agrees to assist in identifying and certifying Section 3 business concerns and Section 3 residents, including SLHA residents interested in employment opportunities. • While the new Section 3 rule excludes architect and engineers from benchmark requirements, SLHA encourages voluntary reporting of such benchmarks.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
	<ul style="list-style-type: none"> • Developer will propose and implement services and strategies that remove barriers (e.g. lack of childcare and transportation) that prevent potential Section 3 residents from participating in Section 3 activities. Information regarding MBE, WBE, and Section 3 compliance by Developer and its contractors will be required to evidence compliance with participation goals. Developer shall provide reports to SLHA quarterly on such participation.
N. Termination for Convenience/ Infeasibility	<ul style="list-style-type: none"> • Upon the occurrence of financial closing of any Phase, the Development Agreement will no longer govern as it relates to the relationship between Developer and SLHA, except with respect to indemnifications and other items in the Development Agreement that specifically survive closing. Rather, the Partnership's Developer Agreement, guaranties, and other partnership related documents executed at each closing will define the ongoing roles and responsibilities of Developer as Developer. • SLHA may terminate this Development Agreement in whole, or from time to time in part, for SLHA's convenience or the failure of the Developer to fulfill its obligations (default). SLHA shall terminate by delivering to the Developer a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Developer shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to SLHA all information, reports, papers, and other materials accumulated or generated in performing this Development Agreement, whether completed or in process.

**POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY**

Topic	Proposed Terms
	<ul style="list-style-type: none"> ○ If the termination is for the convenience of SLHA, no further payment of any fees to Developer shall be payable other than the equivalent of Development Fees earned and accrued prior to such termination together with actual and verifiable Developer expenses and third-party costs for work performed before the date of termination. ○ If the termination is due to the failure of the Developer to fulfill its obligations under the Development Agreement (default), SLHA may terminate for cause after providing written notice and opportunity to cure within thirty (30) business days, as may be extended based on Developer's progress in correcting the default) but not in excess of a total of sixty (60) calendar days(i) require the Developer to deliver to it, in the manner and to the extent directed by SLHA, any work performed under the Development Agreement, and no further compensation is payable to Developer; (ii) take over the work and prosecute the same to completion by contract or otherwise; (iii) withhold any payments due from SLHA to the Developer, as applicable. ○ If, after termination for failure to fulfill contract obligations (default), it is determined that the Developer had not failed, the termination shall be deemed to have been affected for the convenience of SLHA, and the Developer shall be entitled to payment as described above. ○ SLHA and Developer will have rights to terminate the agreement for infeasibility conditions (as will be further defined in the MDA). In infeasibility instances, any SLHA predevelopment loan (if any) may be forgiven and all third-party work product will be assigned to SLHA to the extent paid for with SLHA funds. No other amounts will be due by or to either party in the event of an infeasibility condition.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
O. Management & Occupancy Policies	<ul style="list-style-type: none"> • Developer, or a Developer affiliate shall serve as the initial property manager upon completion of the redevelopment. SLHA, shall have the right to terminate the management agreement for cause (provided that a successor management agent shall require investor approval)), subject to written notice and reasonable cure rights, in the event Developer or its affiliate is not operating the property in compliance with SLHA procedures, any local, state or federal requirements or otherwise consistent with sound management practices. To the extent there is evidence of poor performance in any phase, SLHA shall have the right to disapprove the property manager in a subsequent phase. • SLHA and Developer to review and approve all occupancy policies applicable to residents and future residents, including, but not limited to screening policies, grievance procedure and pet policy, all of which will be consistent with the SLHA ACOP, Administrative Plan or other applicable governing document. The TAB Board will have an opportunity to participate in the foregoing review processes. • Developer will be allowed to establish a site-based waiting LIST to the extent permitted by HUD regulations that will be used by the management company to fill available units during lease-up and operations. • The management fees will be a maximum of 6% of gross collected revenue subject to HUD restrictions • Property management budgets will be established annually and will be provided timely to SLHA for review and comment and approval, which shall not be unreasonably withheld, conditioned, or delayed. • Year-end audited financial statements will be provided to SLHA, and distributions to SLHA (and other subordinate lenders, as applicable) will be made from surplus cash within 60 days of the Partnership's annual audit as determined by the audit and in accordance with the "surplus cash flow waterfall" described in the Limited Partnership Agreement.

**POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY**

Topic	Proposed Terms
P. Cost Savings	<ul style="list-style-type: none"> Final cost savings will be determined at project stabilization and equal to the amount of permanent project sources in excess of permanent project uses. To the extent permitted by MHDC & other funders, Developer and SLHA shall share any cost savings 50/50 and shall consider shared savings with the general contractor to incentivize buy-out savings.
Q. Subsidy and Reserves	<ul style="list-style-type: none"> Operating Reserve will be subject to the conditions outlined in the Limited Partnership Agreement (LPA). The Operating Reserve will be owned by the respective partnership for each phase and used in accordance with the LPA. It will be initially capitalized out of the development budget from non-SLHA sources and replenished from cash flow, if necessary. Releases from the reserve will be subject to private investor and lender consent. Upon sale or distribution, the reserve will remain with the property. The Replacement Reserve will be funded on a per-unit/per-year amount subject to the conditions in the Limited Partnership Agreement and/or lender requirements. Upon sale, the reserve will remain with the property. For subsidy, SLHA and Developer will explore and pursue Section 18 demolition and disposition approval and conversion of vouchers into PBV contracts covering replacement units at 110% FMR. If that is not available, SLHA and Developer will explore and pursue a RAD/blend transaction – all subject to the community engagement process referenced below and associated board and HUD approvals. This is regardless of future potential to pursue CNI policy change to allow for ability to compete for a CNI implementation grant.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
R. Real Estate Taxes	<ul style="list-style-type: none"> SLHA may support Developer’s efforts to obtain a tax exemption/abatement.
S. Relationship with HUD	<ul style="list-style-type: none"> SLHA will be responsible for all communication with HUD, including submission of documents to obtain approval(s). Developer will not contact HUD with respect to this redevelopment without SLHA’s consent.
T. Community Engagement	<ul style="list-style-type: none"> Community engagement with Clinton-Peabody residents is crucial to the success of the redevelopment and must be incorporated into each step of the process. Developer must submit a Community Engagement Plan (CEP) to SLHA, for its review and approval, within 90 days of the execution of the Master Developer Agreement, to engage residents of Clinton-Peabody and the broader community stakeholders (neighborhood groups, city agencies, faith community leaders, etc.) in the planning, design, phasing, relocation process, construction, and completion of the Clinton-Peabody redevelopment. The CEP must include: <ul style="list-style-type: none"> Statement of Vision – This will include the Developers overall vision for community engagement with Clinton-Peabody residents and how the Development Team intends to make residents the focus of the redevelopment. Resident Engagement – Clinton-Peabody <ul style="list-style-type: none"> State how the Developer will reduce barriers to participate in the planning and design phase for Clinton-Peabody residents. List all key decision points in the planning process and opportunities for participation by residents. State how the Development Team will include a substantive representation of people that represent the Clinton-Peabody community and provide opportunities for resident leadership – this should not be just one or two representatives. A stated goal to ensure that some resources are set aside to be shaped and decided by Clinton-Peabody residents. A statement on how the Developer will work for equity inclusions and partnership with the residents of Clinton-Peabody. State how the Developer intends to prioritize Clinton-Peabody residents’ knowledge, ideas, and concerns and how they will be included or incorporated in the final product.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
	<ul style="list-style-type: none"> ○ Identify the method of engagement with residents which might include creating decision-making boards and commissions, advisory groups, task forces, focus groups, town hall style meetings, or a combination of any. ○ Have a detailed list of diverse communication techniques that will be used during each phase of the process (ex In-person interviews, social media (Twitter, Tik Tok, Facebook, Instagram, websites, etc), flyers, phone calls, sign-up information, translated materials, door-to-door canvassing, and interviews). ○ Describe how progress will be measured and when regular check-ins will be scheduled to ensure that residents are included and informed with regard to all phases of the redevelopment. ○ It must include specific ways Developer is going to engage residents during construction and eventual operations of the redeveloped Clinton-Peabody site. <ul style="list-style-type: none"> ● Broader Community Engagement <ul style="list-style-type: none"> ○ A list of existing networks of community-based organizations, institutions, and other groups that the Developer will engage to identify leaders in the community from which to draw their expertise. ○ Describe efforts that will be used to build connections with residents, community groups, and local leaders. ○ How the Developer will work with community leaders to facilitate working with Clinton-Peabody residents to identify assets, opportunities, and challenges. ○ A list of community meetings Developer plans to attend to gather neighborhood information and issues important to the community. ● Accessibility <ul style="list-style-type: none"> ○ A plan to engage non-English speaking residents. ○ Commitment to translate materials ○ Developer must comply with all resident notification, resident meeting, and resident consultation requirements at all phases and must accommodate for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act of 1990. ● Overall <ul style="list-style-type: none"> ○ Describe the regular communication methods and mechanisms that will be used by the Developer throughout the process. ○ Developer must maintain sign-in sheets and report to SLHA on participation by residents in the design process within 10 days of hosting a charette or other community engagement activity.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
	<ul style="list-style-type: none"> ○ Developer must maintain records of the methods used to reach unique families for their input and have them ready for SLHA review. ○ Developer must include a statement listing specific team members and partners who will be involved in the community engagement piece of the project for as long as they remain part of the development team. ○ Developer should outline the intended schedule of meetings and design charrettes it will hold as part of the design process which will include: <ul style="list-style-type: none"> ▪ Anticipated meeting location(s) ▪ Estimated meeting durations ▪ Developer team participants ▪ Community leader participants <p>Developer agrees that the property operating budget will include a line item for a full-time staff person or other full-time equivalent person(s) to coordinate and carry out community engagement activities. Developer will establish a formal mechanism for the delivery and oversight of such activities and seek outside funding for them, but the obligation to fund such line item for a full-time staff person or other full-time equivalent person(s) as described in the preceding sentence shall remain effective regardless of the final funding mechanism.</p>
U.Reoccupan cy and Relocation	<ul style="list-style-type: none"> ● Developer will engage a third-party relocation consultant to coordinate all relocation in cooperation with their its Community Impacts team, as well as consultation with SLHA for any on-site relocation. ● Developer to provide monthly activity reports regarding relocation. ● SLHA will establish the Reoccupancy and Relocation committee of resident leaders (TAB), SLHA, POAH, POAH Community Impacts to establish reoccupancy policy and relocation process including resident communications prior to, during and after relocation. ● Relocation costs for third parties (i.e., relocation consultant) and moving costs to be part of housing phase budgets (allocated by phase) and Developer will not be obligated to advance relocation expenses to the extent other sources are available to pay these directly, nor for relocation costs requiring ongoing rent payments. ● SLHA may support relocation with any funding at its discretion as long as it meets compliance and HUD regulations, and the funding is available.

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
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Exhibit A

Initial Phasing and Unit Counts

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
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Exhibit B

Initial Budgets

POAH/SLHA Master Development Agreement
BUSINESS TERMS SUMMARY

Topic	Proposed Terms
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Exhibit C:


Initial Timeline

EXECUTIVE DIRECTOR REPORT

Executive Division

MEMORANDUM

To: Board of Commissioners

From: Alana C. Green 

Date: October 14, 2022

Subject: Executive Director Report

It is my pleasure to present this report for your review. Additional and specific information related to SLHA activities can be found in the Monthly Activity Report, also presented for your review. Please do not hesitate to contact me with questions. Thank you.

Ongoing Activities:

Occupancy: Increasing occupancy in public housing continues to be a high priority for SLHA. In an effort to move families into decent, safe, and sanitary housing, SLHA utilizes Capital Funds to rehabilitate/modernize units; meets with third-party property management staff regularly to track current and future vacancies (and to discuss solutions); and meets with HUD regularly to provide an update, among other things. In making decisions related to occupancy, SLHA is often faced with financial and human capital constraints, particularly as it pertains to the third-party management companies. As a result, SLHA has recently issued several letters specifically related to property management non-compliance.

As reflected in our Physical Needs Assessment, many units and buildings within our portfolio require extensive repairs and updates due to decades of deferred maintenance and disinvestment on the federal level. The need for additional funding for public housing can be seen across the country, as housing authorities are tasked year after year with doing more with less. SLHA continues to work to reposition assets to stabilize property portfolios, increase occupancy, and in accordance with our 2020 – 2024 Strategic Plan.

Selection of Master Developer for Clinton-Peabody Development: On March 8, SLHA issued a Request for Qualifications (RFQ) for a Master Developer for Clinton-Peabody. The request called for a selected developer to enter into a full-service master developer agreement where the selected firm will handle everything from start to finish and emphasize community engagement. The proposal acceptance period ended on April 19 and SLHA received seven proposals. A committee of public housing residents, staff, Commissioners and other stakeholders have reviewed and evaluated proposals. In-person interviews with respondents occurred June 13-15 and a negotiation team was selected in August. The negotiation team met with the selected firm in September and is actively negotiating through October, with the goal of submitting a draft agreement to the board for approval by the end of the year.

Acquisition of New Public Housing Units: The acquisition of new public housing units can ensure increased future supply of affordable housing. SLHA has approximately \$4.5M in remaining Replacement Housing Factor funds to be used for development or acquisition of new public housing units to replace the units lost through past HUD-approved demolition or disposition. The selected site (TBD) must comply with HUD's site selection standards, which consider neighborhood amenities, safety, areas of minority concentration, fair housing, and related issues. The acquisition/development process will commence by fourth quarter 2022. Funds must be obligated no later than October 2023 and expended shortly thereafter. Members of the Procurement and Development teams have started meeting with real estate agents who can assist with any potential acquisitions.

Technical Assistance Consultants and Development of a Comprehensive Real Estate Portfolio Plan: SLHA's most recent strategic plan calls for the development and implementation of a portfolio plan for the Agency. This plan will serve as an internal tool to guide and prioritize the timing and funding of developments. It will also ensure that Agency assets are maintained, redeveloped, acquired and disposed of in accordance with the Agency's mission and vision, and in accordance with HUD regulations and other federal rules. HUD has agreed to provide a technical assistance consultant to assist in any asset repositioning efforts and SLHA staff have been meeting with the consultant team regularly. The HUD consultant completed a site visit and tour of SLHA properties on September 15 in order to assist with prioritizing repositioning efforts. SLHA has had subsequent meetings with the consultant to discuss options for repositioning, including RAD, Section 18 Disposition, and homeownership opportunities. SLHA expects to present a draft portfolio plan to Commissioners for review no later than the end of the year.

Housing Choice Voucher Utilization and Performance: SLHA continues to focus on improving relationships with landlords, increasing voucher utilization, and reducing the recertification backlog. Mandatory overtime has been implemented in the HCV Department to help reduce the backlog. In addition, names are being pulled from the waitlist and new vouchers are being issued on a regular basis.

Reduction in Capital Projects Backlog: Due to a delay in receiving environmental approval from HUD, several Capital Fund projects have been delayed for over three years. We have begun to receive approvals and have commenced several projects during the first half of 2022, including work at McMillan and Parkview. The following Capital projects are currently being completed (or recently completed) to assist with occupancy: Walnut Park Unit Repairs and Water Infiltration Repairs at Parkview. In addition, replacement of elevators at Parkview will begin in January.

PHAS Waiver Request Submitted To HUD: As recommended by PHADA, SLHA submitted a request to HUD in accordance with 24 CFR 902.13 to waive application of PHAS scoring until December 31, 2022. The onset of the pandemic has affected SLHA operations in ways that have never been experienced and has created unique challenges. Original COVID waivers allowed SLHA to prioritize the health and safety of residents and participants by postponing certain inspections and allowing additional time and flexibilities for reexaminations, among others. This waiver request, if approved, will allow us to continue to prioritize health and safety, while allowing time to steadily increase occupancy and assist residents with rental assistance applications.

Other Updates:

Fall Festival: SLHA will be hosting a Fall Festival at Clinton-Peabody, in partnership with Employment Connection, on Saturday, November 12, 2022 (11:00am – 1:00pm). Family-friendly activities and a resource fair will all be held at the Al Chappelle Community Center.

Stability Voucher Notification: On August 24, HUD issued a notice that explains the non-competitive allocation strategy and program requirements for the new Stability Vouchers. Under the program, HUD will award up to \$43,439,000 to support approximately 4,000 new incremental vouchers with the goal of encouraging a community-wide commitment to ending homelessness through a coordinated, Housing First approach. SLHA expressed its interest in the voucher issuance in October, in partnership with the City of St. Louis Continuum of Care.

Carbon Monoxide Alarms or Detectors Required in HUD Housing: On January 31, HUD published a notice titled "Carbon Monoxide Alarms or Detectors in U.S. Housing and Urban Development (HUD)-Assisted Housing." The notice requires that the Public Housing and Housing Choice Voucher programs, among others, comply with the International Fire Code (IFC) 2018 standards on the installation of Carbon Monoxide alarms or detectors by December 27, 2022. The Development and Modernization team was tasked with identifying any units in need of alarms or detectors no later than September 30 to ensure complete installation no later than the HUD-imposed deadline. The Asset Management team will work with third-party management companies to ensure that any applicable detectors are installed no later than the second week of December.

Historical Artifacts (Donation to History Museum): At the request of Pruitt-Igoe Forever, SLHA has met with former residents to determine a good home for two plaques that were located in the community space of each building (and are currently being held at SLHA). After subsequent meetings with museum curators, donating the plaques to the History Museum may be the best option to maintain the condition of the artifacts and so that the artifacts may be exhibited. A resolution will be presented to the Board by the end of the year to, upon approval, transfer the artifacts to the History Museum.