

**Menard County Housing Authority
Board of Commissioners Meeting
Tuesday, May 9, 2017**

The Board of Commissioners of the Menard County Housing Authority met in regular session on Tuesday, May 9, 2017 in the Board Room of the Management & Maintenance Building at 101 W. Sheridan Rd, Petersburg.

The Chairman of the Board, B.R. Boston, called the meeting to order at 4:03pm. The following commissioners were present: B.R. Boston, Wanda Anderson, Carol Cronister, C. Jane King, Elizabeth Roberts, Jeff Stott & Pamela Wilken. Commissioners Absent: None. The following were also present: Anne Smith (Executive Director) & Meggann Bell (Regional Housing Development).

There were no public comments.

The minutes of the Regular Meeting held on April 11, 2017 were reviewed and approved and ordered filed. The motion was made by Commissioner Stott and seconded by Commissioner Wilken.

Executive Director Smith began the meeting by informing the Board of the need for an Intergovernmental Agreement with the Effingham County Housing Authority (ECHA) to allow MCHA to administer Project-Based Section 8 vouchers in ECHA's jurisdiction.

After discussion, Commissioner Roberts introduced and read in full the following resolution:

RESOLUTION 2090

**RESOLUTION TO ENTER INTO INTERGOVERNMENTAL AGREEMENT WITH
EFFINGHAM COUNTY HOUSING AUTHORITY**

WHEREAS, Menard County Housing Authority (MCHA) through the U.S. Department of Housing and Urban Development and pursuant to the Housing Authorities Act ("Act") (310 ILCS10/1 et seq.) administers a Section 8 Housing Choice Voucher Program, wherein MCHA provides rental assistance through, and administration of, housing choice vouchers to qualified persons residing in privately owned housing units. The Program is designed to allow persons possessing housing choice vouchers to freely reside and relocate to areas within the State of Illinois or throughout the United States; and

WHEREAS, MCHA currently has an intergovernmental agreement with Effingham County Housing Authority for the purpose of administering Tenant Based Section 8 Vouchers within its jurisdiction, and

WHEREAS, MCHA & EHCA wish to clarify that MCHA is also allowed to administer Project Based Vouchers, as a part of the Section 8 Program that it administers; and

WHEREAS, it would be beneficial to both parties for MCHA to be able to administer its Section 8 Project-Based Voucher Program within EHCA's area of operation,

NOW THEREFORE BE IT RESOLVED, that the Executive Director is granted permission to enter MCHA into an updated intergovernmental agreement with Effingham County Housing Authority for the purpose of allowing MCHA to administer its Section 8 Program, including Project Based Vouchers, within EHCA's area of operation.

Commissioner Roberts moved that the forgoing resolution be adopted and introduced, which motion was seconded by Commissioner Cronister and upon roll all the "AYES" and "NAYS" were as follows:

AYES: Boston, Anderson, Cronister, King, Roberts, Stott, & Wilken

NAYS: None ABSTAINING: None ABSENT: None

The Secretary thereupon declared the motion carried and said resolution adopted.

MCHA management has reviewed the distribution of Housing Choice Vouchers throughout its jurisdiction and has identified Effingham County as an area to expand the availability of affordable housing. MCHA will advertise locally (in Effingham County) for proposals from landlords who would like MCHA to place Project Based Section 8 Vouchers at their developments. Prospective developments will be scored according to the selection criteria set forth in the Administrative Plan.

After further discussion, Commissioner King introduced and read in full the following resolution.

RESOLUTION 2091

RESOLUTION TO APPROVE PLACEMENT OF PROJECT BASED VOUCHERS IN EFFINGHAM COUNTY

WHEREAS, MCHA may convert up to 20% of its total Section 8 HAP budget authority to Project Based Vouchers (PBV), and

WHEREAS, the Board believes that placement of PBV in Effingham County is consistent with the Authority's mission of furthering the availability of safe, decent and sanitary housing,

THEREFORE, BE IT RESOLVED, to authorize the Executive Director to solicit proposals for placement of up to two (2) project based vouchers in Effingham County Illinois.

Commissioner King moved that the foregoing resolution be adopted as introduced which motion was seconded by Commissioner Stott and upon roll call the "AYES" and "NAYS" were as follows:

AYES: Boston, Anderson, Cronister, King, Roberts, Stott, & Wilken

NAYS: None ABSTAINING: None ABSENT: None

The Chairman thereupon declared the motion carried and said resolution adopted.

The meeting continued with a discussion of administration of up to 238 Tenant Protection Vouchers (TPV) to be issued in conjunction with demolition of McBride & Elmwood apartments in Cairo, IL. HUD has approached MCHA, as the current administrator of Section 8 vouchers in Alexander and several surrounding counties, to administer TPV for the current 185 families living in the public housing that is scheduled to be demolished. There is a possibility of a total of 238 vouchers because

families who lived at McBride or Elmwood within the previous 24 months may also be eligible to apply for a TPV. MCHA believes it to be in the best interest of the Authority to enter into a Memorandum of Understanding (MOU) with the Alexander County Housing Authority in order to denote areas of responsibility during the relocation of residents from McBride & Elmwood.

After discussion, Commissioner Boston introduced and read in full the following resolution:

RESOLUTION 2092

RESOLUTION TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH ALEXANDER COUNTY HOUSING AUTHORITY

WHEREAS, pursuant to the Illinois Housing Authorities Act ("Act") (310 ILCS 10/1 et seq.), MCHA administers a U.S. Department of Housing and Urban Development funded Section 8 Housing Choice Voucher Program ("HCV Program"), which provides rental assistance through housing vouchers to very low income persons residing in privately owned housing units. The HCV Program is designed to allow persons possessing housing vouchers to freely reside and relocate to areas within the State of Illinois or throughout the United States;

WHEREAS, MCHA currently administers a HCV Program in Alexander County, Illinois;

WHEREAS, due to the health and safety conditions, ACHA has submitted a Section 18 application to HUD's Special Applications Center (SAC) related to the demolition of the following public housing units in Alexander County: McBride Place and Elmwood Place, Project Number IL007000001;

WHEREAS, all families currently residing in McBride Place and Elmwood Place will be displaced as a result of the health and safety conditions;

WHEREAS, an application has or will be submitted to HUD seeking 238 Tenant Protection Vouchers to provide housing for the families to be displaced;

WHEREAS, ACHA does not administer a HCV Program and does not have the capacity to administer the issuance, lease up and on-going administration of the Tenant Protection Vouchers;

WHEREAS, it would be beneficial to both Parties for MCHA to administer the Tenant Protection Vouchers Program as an extension of its HCV Program.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this Agreement and hereby agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The recitals set forth above are incorporated as if set forth herein as this Section 1.

SECTION 2: RESPONSIBILITIES OF MCHA

MCHA or its contractors shall perform the necessary duties to administer all Tenant Protection Vouchers issued by HUD relative to McBride Place and Elmwood Place, Project Number IL007000001 (up to 238 vouchers). MCHA will continue to administer such vouchers unless a voucher holder relocates to another Housing Authority's jurisdiction and that voucher is incorporated into that other Housing Authority's HCV program. The Parties specifically acknowledge that MCHA is the sole administrator of the Tenant Protection Vouchers.

Necessary duties shall include, but are not limited to:

- Acceptance and review of applications;
- Screening of tenants. If there are issues with families receiving their vouchers, MCHA will notify ACHA who will be responsible for providing suitable alternative housing for the families;
- HQS inspections of properties;
- Annual reexamination/recertification of participants, including annual verification of income;
- Determination of HAP Payment Amounts;
- Rent Reasonableness;
- Portability Processing;
- Required reporting to HUD;
- Weekly reporting to ACHA regarding the status of TPV issuance, housing searches, status of inspections and final occupancy of unit by resident. ACHA to provide template of report;
- Meetings and briefings with MCHA will be held in the offices of ACHA or a site to be determined by ACHA;
- MCHA staff will be on site at ACHA when needed to administer the TPVs and address the concerns of the residents that are directly related to their voucher applications and utilization of the Tenant Protection Vouchers;
- MCHA will provide a schedule and instructions to ACHA families on the Housing Choice Voucher program and target dates;
- Regular coordination and communication with ACHA on progress, concerns, issues, and updates.

MCHA shall NOT be responsible for tenant relocation services. HUD is providing ACHA with technical assistance through an independent third party for relocation and mobility counseling services for the current families located at the McBride Place and Elmwood Place.

SECTION 3: PAYMENT

In exchange for providing the above services, MCHA shall receive 100% of the administrative fees associated with the Tenant Protection Vouchers provided by HUD, which such compensation is comparable and customary to other voucher programs administered by MCHA.

SECTION 4: ADMINISTRATIVE PLAN

In administering the Tenant Protection Vouchers, MCHA shall follow its Section 8 Administrative Plan, as amended from time to time (a copy of the current Administrative Plan is attached hereto as Exhibit A and incorporated herein). However, because of the special circumstances, MCHA will work with ACHA within thirty days of the date of this Agreement to create and include an addendum to the MCHA Administrative Plan specifically addressing the administration of the Tenant Protection Vouchers being received by McBride Place and Elmwood Place residents.

SECTION 5: RESPONSIBILITIES OF ACHA

ACHA shall cooperate with MCHA and provide all necessary documents as requested by MCHA necessary to deliver services under this Agreement. Further, ACHA shall be responsible to provide suitable housing for any tenants that do not qualify for a Tenant Protection Voucher or are unable to secure housing within the allotted time period. MCHA shall promptly notify ACHA of any such tenants.

In addition, ACHA shall be responsible for handling all media relations, FOIA requests, and questions/requests from the public relating to the Tenant Protection Vouchers, the relocation of ACHA residents and ACHA's actions surrounding McBride Place and Elmwood Place. MCHA will refer such matters to ACHA and will work with ACHA to develop responses as needed.

For FOIA requests related to MCHA's administration of the HCV Program, MCHA will have responsibility for providing responses to the requestor.

SECTION 6: TERM OF AGREEMENT

The initial term of this Agreement shall be for three (3) years. The Agreement will automatically extend for an additional one (1) year term on each anniversary date of this Agreement unless terminated in advance by either party in writing at least sixty (60) days prior to the anniversary date pursuant to the Notice provision contained herein. The Agreement may be terminated at any time during the Term upon written agreement by both parties.

SECTION 7: INDEPENDENT PARTIES

ACHA acknowledges that MCHA is an independent party and MCHA employees are not employees of ACHA. Further, ACHA acknowledges it shall not directly supervise MCHA staff. As requested from time to time, the Parties shall provide assistance and information to each other.

SECTION 8: INSURANCE

ACHA and MCHA, respectively agree to maintain, at their respective cost and expense, a policy of not less than \$1,000,000.00 in commercial general liability insurance and public official liability (directors and officers) insurance throughout the term of the Agreement to protect against claims of loss or property damage. The Parties shall provide each other with a certificate of insurance annually. The Parties further agree to report any change in insurance status to the other party.

SECTION 9: NOTICES

Any notice required by the Agreement shall be served personally, or sent by registered or certified mail, return receipt requested, with sufficient postage attached thereto, and shall be deemed given on the date of receipt and shall be sent as follows:

If to MCHA: Ms. Anne Smith, Executive Director
101 W Sheridan Road
Petersburg, IL 62675

With copies to: Eric P. Hanson, MCHA Attorney
Mahoney, Silverman and Cross, LLC
822 Infantry Drive, Suite 100
Joliet, Illinois 60435

If to ACHA: Ms. Towanda Macon, Co-Executive Director
Ms. Carol Spencer, Co-Executive Director
1101 Ohio Street
P.O. Box 191
Cairo, IL 62914

With copies to: Andre E. Townsel, ACHA Attorney
TOWNSELL LAW FIRM
715 East Golf Road, Suite 205
Schaumburg, Illinois 60173

In the event of a change of address, the party shall provide the other party with written notice of such change.

SECTION 10: SEVERABILITY

If any of the provisions of this Agreement prove to be invalid or void, that shall in no way affect any other provision, and all other provisions of this Agreement shall remain in effect.

SECTION 11: COMPLETE AGREEMENT

This is the complete Agreement and supersedes all prior and contemporaneous understandings relating to the administration of Tenant Protection Vouchers hereof, may not be amended or modified except in writing by authorized representatives of MCHA and ACHA, and shall be governed by the laws of the State of Illinois. The amendment or modification of this Agreement is subject to the review and approval of HUD.

Commissioner Boston moved that the foregoing resolution be adopted and introduced, which motion was seconded by Commissioner Anderson and upon roll all the “AYES” and “NAYS” were as follows:

AYES: Boston, Anderson, Cronister, King, Roberts, Stott, & Wilken

NAYS: None ABSTAINING: None ABSENT: None

The Chairman thereupon declared the motion carried and said resolution adopted.

Director Smith began by informing the Board of the need for additional staff to assist with administration of the various housing projects and programs managed by MCHA, including Low Income Public Housing, Low Income Housing Tax Credits, HOME, Project Based Rental Assistance & Section 8.

After discussion, Commissioner Roberts introduced and read in full the following resolution.

RESOLUTION 2093

RESOLUTION TO APPROVE SECTION 8 ADMINISTRATIVE SPECIALIST JOB DESCRIPTION

WHEREAS, the Board feels it would benefit the Authority to hire additional staff with the expertise needed to administer the Section 8 program,

THEREFORE BE IT RESOLVED, to approve the creation of an Section 8 Administrative Specialist position to perform the job functions as described in the Job Description

Commissioner Roberts moved that the foregoing resolution be adopted as introduced, which motion was seconded by Commissioner Cronister and upon roll call the “AYES” and “NAYS” were as follows:

AYES: Boston, Anderson, Cronister, King, Roberts, Stott, & Wilken

NAYS: None ABSTAINING: None ABSENT: None

The Chairman thereupon declared the motion carried and said resolution adopted.

Executive Director Smith then reviewed changes to the Violence Against Women Act (VAWA) Emergency Transfer Policy.

After discussion, Commissioner Wilken introduced and read in full the following resolution.

RESOLUTION 2094

RESOLUTION TO APPROVE CHANGES TO VAWA EMERGENCY TRANSFER POLICY

WHEREAS MCHA is required to review and update its policies from time to time, and

THEREFORE, BE IT RESOLVED to update the Violence Against Women Act (VAWA) Emergency Transfer Policy as presented.

Commissioner Wilken moved that the forgoing resolution be adopted and introduced, which motion was seconded by Commissioner King and upon roll all the “AYES” and “NAYS” were as follows:

AYES: Boston, Anderson, Cronister, King, Roberts, Stott, & Wilken

NAYS: None ABSTAINING: None ABSENT: None

The Chairman thereupon declared the motion carried and said resolution adopted.

Executive Director Smith then reviewed changes to the MCHA Pet Policy.

After discussion, Commissioner Stott introduced and read in full the following resolution.

RESOLUTION 2095

RESOLUTION TO APPROVE CHANGES TO MCHA PET POLICY

WHEREAS MCHA is required to review and update its policies from time to time, and

THEREFORE, BE IT RESOLVED to update the MCHA Pet Policy as presented.

Commissioner Stott moved that the forgoing resolution be adopted and introduced, which motion was seconded by Commissioner Wilken and upon roll all the “AYES” and “NAYS” were as follows:

AYES: Boston, Anderson, Cronister, King, Roberts, Stott, & Wilken

NAYS: None ABSTAINING: None ABSENT: None

The Chairman thereupon declared the motion carried and said resolution adopted.

Executive Director Smith then reviewed changes to the MCHA Bed Bug Policy.

After discussion, Commissioner King introduced and read in full the following resolution.

RESOLUTION 2096

RESOLUTION TO APPROVE CHANGES TO MCHA BED BUG POLICY

WHEREAS MCHA is required to review and update its policies from time to time, and

THEREFORE, BE IT RESOLVED to update the MCHA Bed Bug Policy as presented.

Commissioner King moved that the forgoing resolution be adopted and introduced, which motion was seconded by Commissioner Cronister and upon roll all the “AYES” and “NAYS” were as follows:

AYES: Boston, Anderson, Cronister, King, Roberts, Stott, & Wilken

NAYS: None ABSTAINING: None ABSENT: None

The Chairman thereupon declared the motion carried and said resolution adopted.

Financial Manager Race then presented, to the Board, a list of tenants who had vacated their units but had not paid their balances nor had they arranged repayment plans. The amounts owed have been deemed uncollectible.

After discussion, Commissioner Stott introduced and read in full the following resolution.

RESOLUTION 2097

RESOLUTION TO WRITE OFF UNCOLLECTIBLE TENANT BALANCES

WHEREAS, the Authority has attempted to collect remaining balances from three (3) vacated tenants with the breakdown of amounts owed as follows:

LIPH – 2 tenants totaling \$1,851.03

Bond County Homes – 1 tenant totaling \$424.00

THEREFORE, BE IT RESOLVED, to write off the three (3) uncollectible accounts as of May 9, 2017 and refer them to a debt collection agency or the Illinois Debt Recovery Offset Program.

Commissioner Stott moved that the foregoing resolution be adopted and introduced, which motion was seconded by Commissioner Cronister and upon roll all the “AYES” and “NAYS” were as follows:

AYES: Boston, Anderson, Cronister, King, Roberts, Stott, & Wilken

NAYS: None ABSTAINING: None ABSENT: None

The Chairman thereupon declared the motion carried and said resolution adopted.

The Board then reviewed the monthly financial reports.

The next meeting was scheduled for 4:00 on June 13, 2017.

There being no further business to come before the Board, it was moved by Commissioner Boston and seconded by Commissioner Wilken to adjourn at 4:46p.m.

Respectfully submitted,

Anne R. Smith, Secretary-Treasurer

Approved
