

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND WATERSIDE OAKS**

This Memorandum of Understanding (MOU), is made and entered into this 7th day of March, 2025 ("Effective Date"), by and between Georgia Department of Community Affairs ("DCA"), an agency of the State of Georgia, whose address is 60 Executive Park South, NE, Atlanta, GA 30329, and Waterside Oaks, a ("Property" under contract to administer Project Based Vouchers), whose address is 2400 Waterside Oaks Drive, Gainesville, GA 30504, collectively referred to as the "Parties."

WHEREAS, DCA exists as a department of the executive branch of State government and has the duties, responsibilities, functions, power, and authority set forth in O.C.G.A. § 50-8-1;

WHEREAS, DCA also provides construction financing for affordable housing developments throughout the state of Georgia;

WHEREAS, as set forth in 24 CFR § 982.51, DCA, in its status as an established PHA, by way of enabling legislation pursuant to O.C.G.A. Title 50, Ch. 8, has authority to administer project-based vouchers ("PBV") under its Housing Choice Voucher ("HCV") Program;

WHEREAS, as set forth in 24 CFR § 982, DCA maintains responsibility for administering the waitlist by which Housing Choice Vouchers are issued to qualifying individuals;

WHEREAS, as set forth in 24 CFR § 982.1, DCA administers a PBV program in which rental assistance is paid for families who live in specific housing developments or units;

WHEREAS, 24 CFR § 983 enables DCA, in its status as an established PHA, to allow properties under contract for PBV units to administer site-based, property-maintained waitlists;

WHEREAS, DCA maintains responsibility for ensuring waitlist management integrity,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Parties agree as follows:

SECTION 1. PURPOSE

The purpose of this MOU is to establish the commitment and responsibilities of maintaining a property-maintained, site-based waitlist.

SECTION 2. APPLICABILITY

This MOU applies to the Properties under contract to administer Project-Based Vouchers under the Georgia Department of Community Affairs Housing Choice Voucher program.

SECTION 3. RESPONSIBILITIES

- A. The responsibilities of DCA under this MOU shall include:
 - a. Providing guidelines for the Property to implement a waitlist
 - b. Providing approval for the Property's planned tenant selection plan and waitlist management plan, including whether the property will open a general or referral based waitlist
 - c. Providing guidelines for selecting and final approval for referral partners if the Property selects to open a referral based waitlist
 - d. Conducting routine monitoring and audits of the Property's PBV waitlist
 - e. Developing corrective action plans in the event that that waitlist management policies are not followed, up to HAP contract revocation.
- B. The responsibilities of the Property under this MOU shall include:
 - a. Implementing a waitlist for PBV units in line with DCA policy and guidelines, including selecting individuals in the required order of their waitlist placement;
 - b. Determining what type of waitlist, general or referral based, the property will implement;
 - c. Vetting and selecting referral partners if the Property chooses to implement a referral based waitlist;
 - d. Maintaining up to date accurate waitlist documents and required supporting documentation, including additional supporting evidence for lottery numbers and referrals, among others;
 - e. Implementing corrective action plans in a timely manner, in the event that a waitlist management violation is discovered;

SECTION 4. TERM

The initial term of this MOU reflects the term of the existing Housing Assistance Payment (HAP) contract but may be modified based on request from either property. Modification requests will be made in the event that the property maintains extended vacancy rates in PBV units.

SECTION 5. COSTS AND EXPENDITURES.

Parties to this MOU are responsible for their own costs and expenditures associated with carrying MOU activities under this MOU.

SECTION 6. TERMINATION

This MOU may be terminated by either Party upon giving the other Party sixty (60) days' written notice of intent to terminate the MOU. Written notices shall be sent to the points of contact listed in the notice provisions of this MOU.

SECTION 7. AMENDMENT

This MOU is subject to periodic review by the Parties. Either party to this MOU may propose a modification to this MOU at any time. This MOU may be amended at any time during

its validity by mutual consent of the Parties in a written agreement between them signed by their authorized representatives.

SECTION 8. NOTICE

All notices, requests, or other communications under this MOU shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses and notice shall be deemed to have been given when received by a party:

DCA:
60 Executive Park South, NE
Atlanta, GA 30329
Attn: Ryan Smith
(770) 806 - 5055
Email: ryan.smith@dca.ga.gov

Waterside Oaks:

Attn: _____

() _____ - _____
Email: _____

With a copy to:

() _____ - _____
Email: _____

SECTION 9. FINANCIAL OBLIGATIONS

This MOU, in and of itself, does not create obligations of a financial nature for any of the Parties.

SECTION 10. DISPUTE RESOLUTION

Any dispute between the Parties arising under this MOU shall be resolved informally by persons designated by each Party or by them through direct negotiations to settle the matter in a spirit of cooperation.

SECTION 11. COOPERATION

The Parties agree to cooperate fully regarding the implementation of this MOU.


SECTION 12. ENFORCEABILITY

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity by any Party against the other, their officers or employees.


[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date first written above. Each of the Parties hereto shall cause this MOU to be executed in duplicate by the duly authorized officer, with each party to receive one of the duplicate texts, which shall each have equal authenticity.

WATERSIDE OAKS

By: 
Name: Steven Bauman
Title: VP

**GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS ("DCA")**

By: 
Name: Ryan Smith
Title: Director of Program Governance and Client Relations

03/07/2025

Exhibit A:

Waterside Oaks commits to operate a general waitlist for the Waterside Oaks property. Their waitlist management policy is attached to this MOU.

UNITED APARTMENT GROUP

Waiting List Policy and Procedure
Effective: 01.27.2025

To ensure that applicants are appropriately and fairly selected for the next available unit it is essential for the on-site personnel to maintain waiting lists with appropriate information taken from the application for tenancy. The property Tenant Selection Plan will include a section on the waiting list and the proper process for selecting new residents from the waiting list.

The waiting list will be maintained by using the property software – OneSite. The property will not conduct any screening prior to putting an individual on the waiting list, but individuals which are clearly ineligible for HUD assistance should be made aware of those requirements.

As a PBV partner, we will have no preference, and it will be a chosen lottery system. Each time a waitlist is opened, the applicants will be placed on the wait list by lottery.

Updating the Waiting List

1. The property manager or assistant manager must update the waiting list in OneSite when an application is received, approved, denied, or a contact has been made.
2. The waiting list will be updated whenever an applicant is no longer interested in an apartment.
3. The waiting list will be maintained through OneSite and all activity related to the leasing of apartments must be recorded through OneSite.
4. The date and time the application is received must be noted in the system and on any paperwork provided by the applicant.
5. An applicant should never be skipped on the waiting list unless they have been verified or attempts are being made to achieve the quota of 75 ELI % of the move-ins for the fiscal year at the Extremely Low Income level. HUD property only. (See income targeting in Paragraph 4.7)

Removal of Applicants from the Waiting List

Applicants may be removed from the waiting for the following reasons, the reasons must be noted in OneSite.

1. The applicant no longer meets the eligibility requirements for the property or program the applicant was clearly advised of the requirement to tell property staff of his/her continued interest in housing by a particular time and failed to do so;
2. The on-site staff made a reasonable effort; in writing, to contact the applicant to determine if there was continued interest in housing but has been unsuccessful;
3. The applicant fails to respond to a written notice for an eligibility interview;
4. The applicant is offered and rejects two offers;
5. Mail sent to the applicant's address is returned as undeliverable; or



UNITED APARTMENT GROUP

Waiting List Policy and Procedure
Effective: 01.27.2025

6. The unit that is needed – using family size as the basis – changes, and no appropriate size unit exists in the property.
7. The on-site staff has notified the applicant; in writing, of its intention to remove the applicant's name because the applicant no longer qualifies for assisted housing; or
8. The applicant requests that the name be removed.

Closing and Re-Opening the Waiting List

After receiving approval from DCA, the Community Manager will work with the Regional Property Manager and HUD Compliance Manager of UAG, the property may at its discretion restrict application taking, suspend application intake, and close Waiting Lists in whole or in part. Corporate will need to be actively involved during this stage to ensure compliance on the property.

DCA will issue a 30-day public notice before opening the waitlist. After the 30-day public notice, the waitlist will be open for potential residents.

If Property has sufficient applications the following options may be implemented.

1. Close the Waiting List completely,
2. Close the Waiting List during certain times of the year, or
 - a. Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of apartment and the ability of Property to house an applicant in an appropriate apartment within a reasonable period of time. Closing the waiting lists, restricting intake, or opening the waiting lists will be publicly announced. Property will use a one year waiting period to determine whether the Waiting List may be closed.
 - b. During the period when the waiting list is closed, Property will not maintain a list of individuals who wish to be notified when the waiting list is reopened.
 - c. Once the property has decided to re-open the waiting list, the notice will be posted at the property, advertised in the local newspaper, and comply with the Affirmative Fair Housing Marketing Plan. The notice will inform applicants when, where, and what is needed to apply. In addition, the notice will reflect, applicants will be taken from the waiting and transfer lists in order except if, the admission or initial certification of the next applicant/resident on the



UNITED APARTMENT GROUP

Waiting List Policy and Procedure
Effective: 01.27.2025

waiting/transfer list would cause the property to fall below the 40% under 30% requirements.

United Apartment Group does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).





Name: David Catlett
Address 1045 Central Parkway N San Antonio TX 78216

Telephone-Voice: (501) 762-2048
Telephone-TTY: Tennessee Relay Service (844) 848-4042 or (800) 848-0299 Voice for Hearing Impaired
Inquiries



Created:	2025-03-07
By:	Laura Holland (laura.holland@dca.ga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC8wM4G6BjcoTDvygYcaOjaxgVsWCB5sS

"binder" History

-  Document created by Laura Holland (laura.holland@dca.ga.gov)
2025-03-07 - 2:46:41 PM GMT
-  Document emailed to Ryan Smith (ryan.smith@dca.ga.gov) for signature
2025-03-07 - 2:46:46 PM GMT
-  Email viewed by Ryan Smith (ryan.smith@dca.ga.gov)
2025-03-07 - 4:10:24 PM GMT
-  Document e-signed by Ryan Smith (ryan.smith@dca.ga.gov)
Signature Date: 2025-03-07 - 4:11:25 PM GMT - Time Source: server
-  Agreement completed.
2025-03-07 - 4:11:25 PM GMT

