

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND ELLA MAE GARDENS**

This Memorandum of Understanding (MOU), is made and entered into this 31 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 Ella Mae Gardens, a (“Property” under contract to administer Project Based Vouchers), whose address 130 White Oak Road, Millen, GA 303442, 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

Ella Mae Gardens:

P.O. Box 1909

Albertville, AL 35950

Attn: Jeff Beaver

(256) 878 - 6054
Email: jeff@olympiaconstruction.net

With a copy to: Coleman Talley, LLLP

:
109 South Ashley Street

Albertville, AL 35950

(229) 242 - 7562
Email: russ.henry@colemantalley.com

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.

Ella Mae Gardens

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

By: 
Name: Jeff Beaver
Title: Manager of GP

By: Ryan Smith 03/31/2025
Name: Ryan Smith
Title: Director, Program Governance & Client Relations

Wait List Policy

Effective 01/01/2024

WAIT LIST POLICY: Ella Mae Gardens maintains a separate Wait List for the property's set asides established for rent designations – the Wait List shall not exceed 60 participants. Applicants and/or residents are placed in chronological order on the Wait List which corresponds to their stated income, with consideration to the unit bedroom size and accessibility features requested, if any.

INQUIRIES: Persons interested in getting on the Wait List may inquire in person at the Leasing Office located at 130 White Oak Road, Millen, GA 30442 during regular business hours. Inquiries can also be made via email, US Mail, or contacting the Leasing Office by phone at 478-494-4679 or by fax at 478-254-9747. Names will only be added if the Wait List is currently OPEN and accepting names. Staff will inform any interested party if the Wait List is currently OPEN or CLOSED at the time of the inquiry.

REQUIRED INFORMATION: The following information will need to be provided to be added to an OPEN Wait List:

- Name of the head of household and family size
- Contact Information - phone number, email or other preferred contact method
- Unit size desired
- Estimated anticipated annual income
- Need for an accessible unit or eligible preference

Please Note: This property cannot promise a possible length of waiting time as turn-over cannot be predicted. Disability status is **only** required if the applicant is requesting an accessible unit or reasonable accommodation; no specific medical information or documentation is required when being added to the Wait List.

OPENING THE WAITLIST: When there are less than 60 participants on a Wait List, Property Management will OPEN the Wait List and accept names of potential applicants or current residents who request to be added to the Wait List. If a Wait List has less than 15 participants, Affirmative Marketing will be implemented per the State Administrative

PRIORITIES / PREFERENCES: It is our policy that preference will be given, under certain circumstances and with non-accessible units, to existing/current residents over any applicant on our Wait List for the following reasons:

- Residents requiring an accessible unit, or
- Residents requesting a reasonable accommodation, or
- Resident protected under VAWA, or
- Emergency situations arise such as fire or flood and unit has been determined to be uninhabitable by management.

In accordance with 24 CFR 8.27 titled Occupancy of Accessible Dwelling Units, if an accessible unit becomes available, we will first offer the unit to a current resident, having a disability requiring the accessibility features of the vacant unit and occupying a unit not having such features, and secondly we will offer the unit to an eligible qualified applicant on the Wait List having a disability requiring the accessibility features of the vacant unit. Otherwise, the selection process will be based on a first come, first served basis.

Current residents wishing to transfer from one unit to another within the community or who wish to apply for a lower rent restricted unit may be placed on the Wait List, as long as it is OPEN. Priority will be given to existing households requesting a unit transfer or designation change and current residents who are participating in a Foundation Communities' Special Programs such as Children's Home Initiative, Lifeworks, and SafePlace over prospective applicants on the Wait List.

SELECTING APPLICANTS: When Management has been notified of a planned or actual vacancy applicants are selected from the Wait List in the date order the name was added using the maximum income limits and household size as guidelines along with any priorities/preferences, disability/accessibility requirements and reasonable accommodations, if any, **NOTIFICATION OF AN OPENING:** Staff will contact a sufficient number of applicants to fill the vacancy by phone, email, or U.S. mail if that information is given. Management will also call or email a case manager or other contacts listed in order to ensure the applicant is aware of the vacancy and their opportunity to apply for residency. It is the prospect's responsibility to update contact information as it changes. Documentation of the attempted contacts will be noted.

APPLICATION/INTERVIEW: Once an applicant is notified of a vacancy, an appointment will be set to complete the leasing application. The required Application Fee and refundable Security Deposit must be submitted along with proof of current income. The Application fee is non-refundable and will be applied to the credit and initial criminal background screening to determine eligibility. Applicants who are denied will receive a refund of their deposit and may not reapply for one (1) year.

ELIMINATION FROM THE WAIT LIST: Applicants who have been contacted and fail to respond to a notification of a vacancy within 15 days, or who have turned down an offer for a unit twice, or who fail to meet the requirements as outlined in the Tenant Selection Criteria, will be eliminated from the Wait List. Applicants may also be dropped from the Wait List if they fail to appear at a scheduled appointment time or they cancel more than one (1) appointment. Any participant who has been removed from the Wait List and wishes to be put back on will be placed at the bottom, provided the Wait List is OPEN.

CLOSED WAITLIST PROCEDURES: If the Wait List is CLOSED (due to having the maximum participants) no additional names will be added to the Wait List until there is an opening. Openings will be created either by elimination from the Wait List or through the fulfillment of vacancies.

Here are a few things you need to know about applying for a unit:

- Once a unit has given us a notice to vacate, management will contact the first 5 names from the Wait List in chronological order. The selection process will be based on first come, first serve.
 - At the time of application, you must bring the following:
 - \$ 11.00 /Single and \$ 11.00 /each additional adult non-refundable Application Fee (Money Order or Cashier's Check)
 - Refundable Security Deposit money order based on apartment size (see Tenant Selection Criteria)
 - Income Verifications which may include: Most recent two (2) months of consecutive paycheck stubs, Tax Return/Bookkeeping Records with supporting documentation (if self-employed), Social Security Award Letter, VA Benefits, etc.
 - Asset Verification which may include: most recent checking account statements, most recent statements for any savings account or pre-paid debit cards, current statements for any investment accounts including a 401K, IRA, Money Market, etc.
- It is your responsibility to notify our office of any changes or updates to your contact information, household income, and desired move in date.
- Applicants failing to respond to Management's notification within 15 days will be eliminated from the Wait List and Management will move on to the next applicant.

Thank you for your interest in living at Ella Mae Gardens.






Ella Mae Gardens PBV Waitlist MOU

Final Audit Report

2025-03-31

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