RELOCATION PLAN

for

THE VILLAGES OF PARKSIDE PHASE I

5250 Conner St., Detroit, MI 48213

160-Unit Multifamily Community (5 Buildings)

Project Owner: GDC-DHC Parkside Phase I Limited Dividend Housing Association, LLC

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**NOTE: This plan replaces prior submissions of the Relocation Plan to all regulating agencies connected with this project.*

1. EXECUTIVE SUMMARY & PHASE I PROJECT OVERVIEW

This Phase I Relocation Plan establishes the policies, procedures, resident protections, and compliance framework governing the relocation of existing public housing residents at **The Villages at Parkside** in connection with the construction and Rental Assistance Demonstration (RAD) conversion of **Villages of Parkside Phase I** (the "Project"), located at **5250 Conner St., Detroit, MI**. The Project consists of **160 newly constructed apartment units across five (5) residential buildings**, financed through a combination of Low-Income Housing Tax Credits (LIHTC), tax-exempt bonds, and conventional/public funding sources to preserve long-term, deeply affordable housing on the campus.

Scope of Phase I Relocation

- **Phase I Exclusivity:** This plan applies strictly and exclusively to **Phase I** of the Villages of Parkside redevelopment. Subsequent phases of the broader campus master plan will be governed by separate, phase-specific relocation addenda as funding and construction schedules are finalized.
- **Single-Move "Build-First" Structure:** Unlike traditional phased redevelopments that require residents to move twice (first to off-site temporary housing and later back to the redeveloped site), Phase I utilizes a **single-move build-first model**. Construction of the 160 new units at 5250 Conner St. occurs on available/non-occupied footprints so that eligible residents move **only once**—directly from their existing apartments at The Villages at Parkside (specifically the existing “Village II” and “Village IV” projects, and any other designated Phase I relocation households) into brand-new, modern apartments at 5250 Conner St.
- **Regulatory Compliance:** All relocation activities shall be executed in strict compliance with:
    - **HUD RAD Notice (PIH 2019-23 / H 2019-09, Rev-4, as amended)**, including Section 1.4.A.4 (Resident Right to Return) and Section 1.6.B (Resident Procedural Rights and Relocation);
    - **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)** (42 U.S.C. 4601 *et seq.*) and its implementing regulations at **49 CFR Part 24**;
    - **Section 18 of the U.S. Housing Act of 1937** (24 CFR Part 970), to the extent applicable to any blended RAD/Section 18 units; and
    - **Fair Housing Act (42 U.S.C. 3601 *et seq.*)**, **Section 504 of the Rehabilitation Act of 1973**, and the **Americans with Disabilities Act (ADA)**.

2. RESIDENT RIGHT TO RETURN, SINGLE-MOVE GUARANTEE & CAMPUS SENIORITY PRIORITY

2.1 Unconditional Right to Return (HUD RAD Mandate)

In accordance with HUD RAD requirements, **every household residing in good standing at The Villages at Parkside at the time of conversion/closing has an absolute, unconditional Right to Return** to a newly constructed, right-sized apartment at Villages of Parkside Phase I (5250 Conner St.).

- **No Re-Screening:** Returning residents shall **not** be subject to credit checks, criminal background re-screening, minimum income thresholds, or new tenant selection criteria as a condition of exercising their Right to Return.
- **Rent Protection (RAD Phase-In):** Returning residents will continue to pay 30% of their adjusted gross income toward rent (or the applicable public housing flat/minimum rent). If a resident's Total Tenant Payment (TTP) increases solely as a result of the conversion (e.g., transitioning from flat rent to income-based rent), the increase will be phased in over a 3-to-5-year period pursuant to HUD RAD rules.

2.2 Single-Move Direct Transition

Because the 160 new units at 5250 Conner St. are being constructed prior to the vacation and demolition of existing occupied units in Village II and Village IV, **eligible Phase I households will experience only one (1) mandatory move**:

1. Residents remain undisturbed in their current homes throughout the construction of the 160 Phase I apartments.
2. Upon receipt of the Temporary/Permanent Certificate of Occupancy (TCO/CO) for the new buildings at 5250 Conner St., residents will relocate directly from their existing apartments into their newly assigned Phase I apartment.
3. No off-site temporary housing or double-moving is required for Phase I households.

2.3 Unit Assignment Priority by Campus Tenure Seniority

Based on resident feedback and to ensure fairness, transparency, and respect for long-standing community members, apartment assignments within the 160 Phase I units at

5250 Conner St. will follow a clear, transparent order based on how long a household has continuously lived on the Villages of Parkside campus.

1. **How Seniority Rank is Determined (Master Campus Seniority Roster)** Following the completion of all One-on-One household interviews, the Owner and Relocation Manager will publish a **Master Campus Seniority Roster** (using resident ID numbers to protect privacy). Every Phase I household is ranked from longest residency to newest residency based on the **earliest verified original lease start date** at The Villages at Parkside—counting continuous residency across *any* Village on the campus (not just your current apartment).

2. **Exact Order of Apartment Selection.**
   Every eligible Phase I household is guaranteed a right-sized apartment (1-, 2-, 3-, or 4-bedroom matching your household size). To ensure federal accessibility laws are met without unfairly reducing choices for other long-term residents, apartments are assigned in two clear steps:

   1. **Step 1 — Specialized Accessibility & Medical Accommodation Units (Tier 1):**
      - **Who is in this group:** Only households with a verified disability requiring a Uniform Federal Accessibility Standards (UFAS) mobility/sensory-equipped apartment, or a documented Section 504 medical accommodation (such as a ground-floor unit).
      - **How they select:** These households are matched first, *exclusively* into the specific apartments built or designated with those accessibility features. If multiple households need the same accessible unit type, the household with the highest campus seniority chooses first. *(Note: Households in this group do not take away standard general-occupancy units).*
   2. **Step 2 — All Remaining General-Occupancy Units (Tier 2):**
      - **Who is in this group:** All remaining Phase I households.
      - **How they select:** Once specialized accessibility units are assigned, all remaining apartments (across all buildings, floors, and layouts) are selected in strict descending order of campus seniority. The resident with the earliest campus move-in date selects their preferred right-sized apartment first, followed by the second-longest resident, and so on down the list.

3. **How Ties Are Broken** If two or more households competing for the same apartment type share the exact same original campus lease start date, priority will be determined by the earlier verified date and time on their original public housing application for The Villages at Parkside.

2.4 Optional Future Transfer to Lower-Density Units in Subsequent Phases

While Phase I consists of 160 apartments across five (5) multifamily buildings at 5250 Conner St., future redevelopment phases of The Villages at Parkside master plan are designed to introduce **lower-density housing typologies** (such as townhomes, duplexes, or lower-density walk-up residences).

- **Voluntary Future Transfer Option:** Any Phase I household that relocates into 5250 Conner St. during Phase I **retains an optional, preferential one-time (1x) right to request a voluntary transfer** to a lower-density unit when subsequent phases are constructed and leased up, provided the household remains in good standing and meets the bedroom size occupancy standards for the requested unit.

- **Terms of Optional Subsequent Move:**
    - This subsequent move is **100% voluntary**; no Phase I resident will ever be required to move a second time once settled at 5250 Conner St.
    - When subsequent phases open for lease-up, Phase I legacy residents who wish to exercise this option will be prioritized ahead of external waitlist applicants, again ordered by their original campus tenure seniority.
    - Because a subsequent transfer to a lower-density phase is voluntary rather than mandatory displacement, the specific moving cost allowances and terms for such voluntary transfers will be detailed in the Resident Transfer Policy and the respective Subsequent Phase Relocation Plan.

2.5 Voluntary Permanent Off-Site Relocation & Unaccommodated Household Protections

- **No Involuntary Permanent Displacement:** Because Phase I utilizes a single-move, build-first structure with a guaranteed Right to Return, no eligible household will be involuntarily permanently displaced from The Villages of Parkside, except in the rare event that an existing household's verified bedroom size or specialized accessibility requirement cannot be accommodated within the 160 Phase I units at 5250 Conner St. (in which case full URA permanent relocation assistance under 49 CFR Part 24 shall apply).
- **Voluntary Election of Permanent Off-Site Relocation:** Any eligible Phase I household may voluntarily elect to decline its

Right to Return to 5250 Conner St. and permanently relocate off-site. To ensure compliance with HUD RAD Notice Section 1.6.B and URA regulations:

1. **Informed Written Counseling:** Prior to executing any waiver, the Relocation Manager will conduct a documented one-on-one counseling session explaining the household's unconditional Right to Return, rent protections at 5250 Conner St., and the financial/housing consequences of waiving that right.
2. **Written Waiver & Anti-Coercion Protection:** A resident's decision to decline the Right to Return must be documented via a signed, dated **Voluntary Waiver of Right to Return** (in the resident's primary language). Neither the Owner, Property Manager, nor Relocation Manager may pressure, incentivize, or steer any resident to waive their Right to Return.
3. **Relocation Assistance & Voucher Options:** Households electing voluntary permanent relocation remain eligible for URA moving expense reimbursement (49 CFR § 24.301), advisory services (including assistance locating decent, safe, and sanitary off-site housing), and, where applicable for blended RAD/Section 18 units or approved mobility programs, any Tenant Protection Voucher (TPV) or Housing Choice Voucher assistance administered through DHC.

- **For Voluntary Off-Site Moves:** Under RAD Notice rules, if a resident *voluntarily* declines a comparable on-site Right-to-Return unit for personal reasons after informed written consent, the Owner owes **moving expenses and advisory services,** not a 42-month URA Rental Assistance Payment (RAP).
- **For Unaccommodated Households (e.g., 5+ BR needed):** If any household cannot be right-sized into the newly built housing (i.e. 1–4 BR), any resulting URA Replacement Housing Payment (49 CFR § 24.402) will be funded from the project.

3. ELIGIBILITY & OCCUPANCY STANDARDS

3.1 Eligibility Criteria

- **Eligible Residents:** All lawful leaseholders and authorized household members residing in existing Village II, Village IV, and any other designated existing Phase relocation units at The Villages at Parkside as of the date of General Information Notice of Eligibility are eligible for full URA and RAD relocation assistance.
- **Good Standing Requirement:** Residents remain eligible unless their tenancy is terminated for lease violations ("good cause") in accordance with federal housing regulations and Michigan landlord-tenant law. ***Evictions may not be initiated to avoid relocation obligations.***

3.2 Right-Sizing & Comparable Replacement Dwellings

Every relocating household must be offered a **comparable replacement dwelling** at 5250 Conner St. that is:

- Decent, safe, and sanitary (DSS);
- Functionally equivalent and structurally sound;
- Right-sized according to Detroit Housing Commission (DHC) and LIHTC occupancy standards based on verified household composition; and
- Equipped with required accessibility features for households with verified disabilities.

4. REQUIRED NOTICES & COMMUNICATION PROTOCOLS

All notices must be written in plain, clear language, translated into any threshold languages spoken by residents, and provided in accessible formats (large print, Braille, audio, or TDD/TTY relay services) for individuals with visual, hearing, or cognitive impairments. Every notice will list the name, phone number, email, and TDD/711 contact of the dedicated **Relocation Manager**.

Notice Type	Timing	Delivery Method	Required Content & Purpose
1. General Information Notice (GIN)	Immediately upon project application /	Hand-delivery with signed receipt or	Advises residents of proposed Phase I construction at 5250

Notice Type	Timing	Delivery Method	Required Content & Purpose
	RAD CHAP issuance	Certified Mail (Return Receipt Requested)	Conner St.; confirms they will **not** be required to move until the new buildings are completed and a formal 90-day/30-day notice is issued; outlines Right to Return, URA/RAD protections, and appeal rights.
2. Notice of Eligibility (NOE) & Right to Return	Promptly upon financial closing / URA initiation of negotiations	Hand-delivery with signed receipt or Certified Mail (Return Receipt Requested)	Confirms household's official eligibility for Phase I relocation assistance, affirms unconditional Right to Return to 5250 Conner St., states their verified **Campus Seniority Ranking**, explains moving payment options, and outlines advisory services.
3. 90-Day Advance Notice to Relocate	At least 9**0 calendar days** prior to the earliest required move date	Hand-delivery with signed receipt or Certified/Registered First-Class Mail (Return Receipt Requested)	Notifies the household of the upcoming transition into 5250 Conner St.; states either a specific vacate date or the earliest possible move date (which must be followed by a specific 30-Day Notice); initiates formal unit selection by seniority. (Note: Exceptions apply only in documented immediate health/safety emergencies per 49 CFR 24.203(c)(4)).
4. 30-Day Specific Move Notice	At least **30 calendar days** prior to the scheduled move date	Hand-delivery with signed receipt and/or Certified First-Class Mail (Return Receipt Requested)	Confirms the exact scheduled move date and time window, identifies the specific assigned apartment address and unit number at

Notice Type	Timing	Delivery Method	Required Content & Purpose
			5250 Conner St., confirms DSS inspection completion, and reiterates moving/packing logistics.

5. RESIDENT ENGAGEMENT, NEEDS ASSESSMENT & UNIT SELECTION

5.1 Group Informational Meetings

The Owner and Relocation Manager will host multiple accessible **Resident Relocation Meetings** on-site. These sessions will cover:

- Phase I development progress, relocation rights, building amenities, and unit layouts at 5250 Conner St.;
- Detailed walkthrough of moving assistance, packing support, and utility transfers; and
- Explanation of the optional future transfer right to lower-density units in subsequent phases.

5.2 Individual Household Interviews & Relocation Surveys

The Relocation Manager will conduct a **mandatory one-on-one interview** with each household to complete an individualized **Relocation Needs & Preference Survey**. The interview will document:

1. **Household Composition & Bedroom Size:** Verification of current authorized household members to determine required bedroom count.
2. **Accessibility & Medical Needs:** Identification of mobility impairments, sensory needs, floor-level preferences (e.g., elevator access or ground floor), and requests for full packing/unpacking assistance.
3. **Seniority-Based Unit Selection:** Based on the household's rank on the Master Campus Seniority Roster, the resident will review available right-

sized floor plans and select their preferred building, floor, and unit exposure at 5250 Conner St.

4. **Moving Option Election:** Selection of either a Direct Owner-Contracted Move or a Self-Move Reimbursement.

Multiple one-on-one meetings may be required to gather and confirm the information contained above. These meetings will also provide opportunities for residents to give feedback on the project, and raise concerns in a confidential manner.

6. MOVING EXPENSES, PACKING SUPPORT & UTILITY TRANSFERS

6.1 Moving Expense Options (URA 49 CFR 24.301)

The Owner (GDC-DHC Parkside Phase I LDHA LLC) will cover **100% of reasonable and necessary moving and related expenses**. Each household may choose between two options:

- **Option A — Full-Service Contracted Movers (Zero Out-of-Pocket Cost):** The Relocation Manager will schedule and pay a licensed, insured professional moving company directly to transport all household belongings from the resident's existing unit to their new apartment at 5250 Conner St.
- **Option B — Actual Reasonable Cost Reimbursement / Fixed Schedule:** If a resident elects to coordinate their own move, the Owner will reimburse all actual, reasonable, documented moving expenses (or pay the applicable federal Fixed Residential Moving Cost Schedule allowance for Michigan, plus documented packing/utility reconnection costs), paid promptly upon verification.

6.2 Packing Materials & Special Assistance

- **Free Packing Supplies:** At least **14 days** (and no fewer than 7 days) prior to the scheduled move date—or earlier upon request—the Relocation Manager will deliver sturdy moving boxes, packing tape, bubble wrap, and labels to every household free of charge.
- **Full Pack/Move/Unpack Service for Elderly & Disabled Residents:** For elderly residents (age 62+), residents with disabilities, or households facing documented medical hardship, the Owner will provide **white-glove packing, moving, and unpacking assistance** at no cost to the resident.

6.3 Utility Deposits & Transfer Fees

- The Owner will pay **100% of any required utility connection fees, transfer fees, or security deposits** (electricity, gas, water/sewer, and/or basic telecommunications/internet transfer fees where applicable) required to establish service at 5250 Conner St.
- Residents will never incur overlap charges for utilities between their old unit and new unit.

7. MOVING SCHEDULE & READINESS PROTOCOLS

7.1 Scheduling Standards

- **Operating Hours:** Moves will be scheduled Monday through Friday between 8:00 AM and 5:00 PM. Weekend moves may be arranged on a case-by-case basis to accommodate resident work schedules or medical needs.
- **Holiday Blackout Dates:** No mandatory moves will be scheduled during major holidays or winter holiday periods, specifically:
  - **New Year's Day**
  - **Martin Luther King Jr. Day**,
  - **Memorial Day**,
  - **Juneteenth**,
  - **Independence Day**
  - **Labor Day**.
  - **Thanksgiving Day (and the Friday after)**,
  - **Christmas Eve**
  - **Christmas Day, and**
  - **New Year's Eve**

7.2 Readiness Support & Rescheduling Protections (URA-Compliant)

To ensure smooth transitions without imposing punitive financial burdens on low-income households:

- **Pre-Move Check-Ins:** The Relocation Manager will contact each household **7 days** and **48 hours** prior to their scheduled move date to confirm packing progress and resolve any barriers.
- **Good-Cause Rescheduling:** If a resident experiences an illness, family emergency, or documented hardship preventing them from moving on the scheduled date, the move will be rescheduled **without penalty**.

- **Unexcused Readiness Delays:** If a household is unprepared to move on the scheduled date without prior notice or good cause, the Relocation Manager will reschedule the move one time (1x) at no charge and deploy additional packing assistance. Only if a household repeatedly refuses reasonable access or fails to prepare after documented outreach and complimentary packing support will the Owner seek reimbursement for actual, documented third-party mover cancellation fees—and in strict compliance with HUD RAD and URA rules, **any such fee shall never be treated as collectible "rent" or used as grounds for eviction or forfeiture of the resident's Right to Return**.

8. ADVISORY SERVICES & RECORDKEEPING

8.1 Comprehensive Relocation Advisory Services

The Relocation Manager will maintain a virtual Relocation Office at The Villages at Parkside to provide continuous advisory support, including:

- Individual counseling on lease terms, utility setup, and orientation to the new building at 5250 Conner St.;
- Help notifying USPS, Social Security, MDHHS, DHC, schools, and medical providers of address changes;
- Referrals to community support services and transportation assistance, and help with reasonable accommodation requests; and
- Tracking of residents interested in the optional future transfer to lower-density units in later phases.

Residents may at any time request in person relocation consultation. The Relocation Manager may meet with the Resident at the Community Building, or in the Resident's existing apartment.

8.2 Confidentiality & Audit-Ready Documentation

The Owner will maintain complete, auditable electronic relocation files for each household for at least **three (3) years** following completion of Phase I relocation (or final URA payment, whichever is later), containing receipt logs for all notices, the Master Campus Seniority Roster, completed Relocation Surveys, moving invoices/reimbursements, and any appeal records. All personal and medical data will be kept strictly confidential.

9. GRIEVANCE & APPEALS PROCEDURE (URA 49 CFR 24.10 & HUD RAD)

9.1 Right to Appeal

While the Owner's decision to proceed with the approved redevelopment of Phase I is not subject to individual appeal, every resident has the **statutory right to file a written appeal** with the Owner (and/or Detroit Housing Commission) regarding any determination affecting their relocation rights, including:

1. **Eligibility:** Failure to properly determine that the household qualifies as a displaced/relocating person eligible for Phase I relocation assistance and the Right to Return;
2. **Campus Seniority & Unit Assignment:** Disputes regarding the calculation of the household's verified campus move-in date, seniority ranking, bedroom size determination, or reasonable accommodation/accessibility assignment;
3. **Decent, Safe, and Sanitary (DSS) & Right-Sized Housing:** Failure to inspect or provide a newly constructed apartment at 5250 Conner St. that meets federal Decent, Safe, and Sanitary (DSS) standards, verified bedroom occupancy standards, and approved reasonable accommodation needs. *(Subjective preferences regarding floor plan layout, architectural style, exact square footage, or finishes are not grounds for appeal.)*
4. **Relocation Payments:** Improper determination of the amount or timeliness of moving expense reimbursements, packing assistance, or utility deposit payments; or
5. **Filing Deadlines:** Refusal to waive a time limit for filing an appeal for good cause.

9.2 Filing Timeline & Assistance

- **60-Day Filing Window:** A written appeal must be submitted within **60 calendar days** after the resident receives written notification of the Owner's determination. (The Owner may extend this deadline for good cause).
- **Oral-to-Written Assistance:** If a resident cannot submit a written appeal due to disability, literacy barriers, or language access needs, the Relocation Manager will assist the resident in transcribing their appeal or accept an oral appeal documented on the resident's behalf.

9.3 Procedural Protections During Appeal

- **Right to Representation:** Residents have the right to be represented by legal counsel, a Resident Council representative, or any other chosen advocate during the appeal process (at the resident's own expense, or via free legal aid providers).
- **Access to Individual File & FOIA Requests:** Upon written request submitted at least 48 hours in advance, the Owner will allow the resident and their authorized representative to inspect and copy—free of charge—records contained within the resident's own specific relocation/tenancy file that are pertinent to the appeal, excluding materials withheld for confidentiality or privacy reasons. Requests seeking broader records, general calculations, master logs, or public agency (DHC) records beyond the resident's own file must be submitted through applicable Freedom of Information Act (FOIA) procedures (with any confidential personal information of other households redacted).
- **Status Quo Protection:** No resident will be required to vacate their current unit while a timely appeal regarding their unit assignment, reasonable accommodation, or relocation eligibility is pending.

9.4 Review, Written Determination & External Escalation

- **Impartial Review:** Appeals will be reviewed by an impartial senior official designated by the Owner (or DHC hearing officer) who was not directly involved in making the initial determination under dispute. The reviewing official will consider all pertinent facts, testimony, and documentation submitted by the appellant.
- **Written Decision:** Within 15 business days of receiving the appeal (or holding an requested informal hearing), the Owner will issue a formal Written Determination explaining the factual and regulatory basis for the decision.
- **Right to HUD & Judicial Review:** If the appeal does not grant the full relief requested, the Written Determination will explicitly advise the resident of their right to seek independent review by the Detroit Housing Commission (DHC), the U.S. Department of Housing and Urban Development (HUD) Detroit Field Office / Office of Recapitalization, and/or judicial review in a court of competent jurisdiction.

10. RELOCATION BUDGET

Budget Category	Basis / Assumption	Quantity	Unit Cost	Extended Budget
1**. Direct Resident Moving & Transition Costs**				
• Bulk-Contracted On-Campus Movers / Fixed Schedule	Volume-discounted local mover contract & self-moves	120	$675	$81,000
• White-Glove Pack/Unpack & Bulk Packing Kits	Elderly (62+), disabled, & wholesale box/supply kits	20	$500	$10,000
• Utility Connection, Transfer & Deposit Fees	Electric, gas, telecom/internet transfers	120	$75	$9,000
2. **Relocation Management & Advisory Services**				
• Relocation Manager Fee / Staffing	Interviews, seniority roster, move coordination	1	$214,000	$214,000
• Certified Notices, Translation & Accessibility	Mailings, Braille/large print, on-site meetings	1	$1,000	$1,000
3. **URA Compliance & Hardship Reserve**				
• Statutory URA / Special Accessibility Reserve	Larger families, DME, or Fixed-Schedule elections	1	$5,000	$5,000
TOTAL PHASE I RELOCATION BUDGET				**$320,000**