Health, Housing & Human Services
CLACKAMAS COUNTY

Richard Swift
Director

March 31, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Resolution #1912: Housing Authority 2016-2017 Annual Plan

Purpose/Outcomes	Approval of the Housing Authority of Clackamas County's (HACC) 2016-2017 HACC Annual Plan.
Dollar Amount and Fiscal Impact	$12,025,000 for Section 8 Voucher funds, $3,573,850 in Public Housing funds and $868,000 in Capital Grants Program funds during 2016-2017.
Funding Source	U.S. Department of Housing and Urban Development - No County General Funds are involved.
Safety Impact	N/A
Duration	Effective July 1, 2016 through June 30, 2017
Previous Board Action	2015-2020 Five-Year Plan approved by the HACC Board on April 2, 2015 – Resolution No. 1909. Public Hearing held on March 17, 2016.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director (503) 655-8267
Contract No.	N/A

BACKGROUND:
The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of Resolution # 1912: Approval of the Housing Authority's Annual Plan. Approval by the Housing Authority Board of Commissioners ensures renewed funding to the Housing Authority.

The Annual Plan will be effective July 1st, 2016. The purpose of the Plan is to provide goals and objectives for the upcoming year, and an annual update to HUD regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs and services. The Annual Plan can be amended during the implementation year by calling a public hearing in front of the Housing Authority Board of Commissioners and by providing notification of the amendment of modification to HUD. Any amendment will be approved in accordance with HUD's plan review procedures, as provided in the Code of Federal Regulations (CFR) 903.23.

Capital Grants Program funds are granted by HUD for the development, modernization, and management of Public Housing. Through the submission of the Annual Plan, HACC is applying for and seeking Capital Funds in the amount of $868,000 for 2016-2017.

The Plan meets the following requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998.

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 14th, 2016 to review the Plan.

- HACC published a public notice opening the Annual Plan for public review and comments from January 23rd, 2016 through March 8th, 2016.
- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.
- HACC also held a public hearing in front of the Board on March 17th, 2016. No comments were received.

Once the Board adopts the final version of the Annual Plan, including all attachments, it will be submitted to HUD. The plan is required to be submitted no later than April 14, 2016; at least 75 days before the beginning of our fiscal year (7/1/2016).

RECOMMENDATION:
Staff recommends that the HACC Board of County Commissioners approve Resolution #1912, and permit staff to submit the final version of the plan to HUD.

Respectfully submitted,

Swift, Director, Director
Housing, Housing & Human Services

In the Matter of Approving the Housing Authority's 2016-2017 Annual Plan (Agency Plan), and related Certifications and Attachments

RESOLUTION NO. 1912

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has developed an Annual Plan (Agency Plan) and

WHEREAS, the Agency Plan must be updated each year, and includes the following attachments: Admin Plan Changes, ACOP Changes, Stragegy for Addressing Housing Needs, Deconcentration Policy, Annual Capital Fund Submission, VAWA Statement, Board Documents, Public Comments, and required certifications, and

WHEREAS, the Agency Plan and its attachments, was developed using the required HUD templates and with input and recommendations from an established Resident Advisory Board (RAB) on January 14, 2016, and

WHEREAS, the Agency Plan and its attachments were advertised in the Oregonian for public review and comment from January 23, 2016 through March 8, 2016, and

WHEREAS, the Agency Plan and its attachments were discussed and testimony was taken at a public hearing in front by the HACC's Board of Commissioners on March 17, 2016. No comments were received, and

WHEREAS, HUD requires HACC Board approval in the form of a board resolution, and

WHEREAS, the Agency Plan and required attachments and certifications are to be submitted to the HUD at least 75 days prior to the effective date of July 1, 2016,

NOW THEREFORE BE IT RESOLVED that the Agency Plan, its attachments and its certifications are approved, and the Executive Director of the Housing Authority of Clackamas County is authorized to submit these documents to HUD.

DATED this **_31_** day of **March** , 2016

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON

_____
Chair

_____
Recording Secretary

Housing Authority of Clackamas County

(HACC)

2016-2017 Annual Plan

Effective Dates upon HUD Approval:

July 1st, 2016-June 30th 2017

Housing Authority of Clackamas County (HACC)

2016-2017 Annual Plan

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Annual PHA Plan *(Standard PHAs and Troubled PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.

(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.

(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.

(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: Housing Authority of Clackamas County **PHA Code**: OR001
PHA Type: ☒ Standard PHA ☐ Troubled PHA
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 07/01/2016
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units 545 **Number of Housing Choice Vouchers (HCVs)** 1,651 **Total Combined Units/Vouchers** 2,196
PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission

Availability of Information. PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ **PHA Consortia**: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	Annual Plan Elements

B.1 **Revision of PHA Plan Elements.**

(a) Have the following PHA Plan elements been revised by the PHA?

Y N
☒ ☐ Statement of Housing Needs and Strategy for Addressing Housing Needs (See Attachment C)
☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
☐ ☒ Financial Resources.
☐ ☒ Rent Determination.
☐ ☒ Operation and Management.
☐ ☒ Grievance Procedures.
☐ ☒ Homeownership Programs.
☐ ☒ Community Service and Self-Sufficiency Programs.
☐ ☒ Safety and Crime Prevention.
☒ ☐ Pet Policy.
☐ ☒ Asset Management.
☐ ☒ Substantial Deviation (need to define) (See Attachment E).
☐ ☒ Significant Amendment/Modification.

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

(c) The PHA must submit its Deconcentration Policy for Field Office review (See Attachment D).

Identify the specific location(s) where the public may obtain copies of the Annual PHA Plan.

1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 97045
2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 97045
3) Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR 97222
4) Housing Authority Website: http: //www.clackamas.us/hacc under Plans and Reports
5) Clackamas County Public Library located at 16201 S.E. Mcloughlin, Oak Grove, OR 97222

B.2 **New Activities.**

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

Y N
☐ ☒ Hope VI or Choice Neighborhoods.
☒ ☐ Mixed Finance Modernization or Development.
☐ ☒ Demolition and/or Disposition.
☒ ☐ Designated Housing for Elderly and/or Disabled Families.
☐ ☒ Conversion of Public Housing to Tenant-Based Assistance.
☒ ☐ Conversion of Public Housing to Project-Based Assistance under RAD.
☐ ☒ Occupancy by Over-Income Families.
☐ ☒ Occupancy by Police Officers.
☐ ☒ Non-Smoking Policies.
☒ ☐ Project-Based Vouchers.
☒ ☐ Units with Approved Vacancies for Modernization.
☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.

HACC General updates

- HACC (Housing Authority of Clackamas County) issued a RFP for housing development in FY2015. HACC awarded 21 Project Based Vouchers, $1,300,000 in disposition funds and $1,500,000 in Community Development Home Funds on December 18, 2014, to Town Center Greens (owned by Central City Concern) for the development of 60 Supportive Housing units. The project should be completed by August 2016.
- HACC has completed a Green Physical Needs Assessment (PNA) of its Public Housing units.
- Created a Housing Advisory Board (HAB). Responsibilities include consideration of community affordable housing needs, identification and recommendations on uses of resources and development programs.
- HACC is considering use of HUD's Rental Assistance Demonstration program for the modernization, redevelopment and possible sale of public housing units. If RAD results in the development of new affordable housing HAAC has proposed the following strategic objectives: 1) Long term physical and financial sustainability of HACC; 2) 4 to 1 replacement when development results in loss of public housing units; 3) Minimize relocation costs; 4) Improve living conditions at the same rent; 5) Develop housing that increases access to community services; 6) Decentralization of affordable housing; 7) Increase the number of units available to households at or below 30% of Area Median Income

HUD has finalized a new rule regarding the development of an Affirmative Fair Housing plan. HACC is working with the County to develop a plan for the 2017-2021 program years. To be in full compliance with the regulations HACC is also considering aligning its 5-Year Plan with the County's 5-Year Consolidated Plan. This would result in HACC preparing a new 5-Year plan next year.

- The Housing Authority of Clackamas County was awarded $100,000 by the Clackamas County Community Development HOME Program to operate a Tenant Based Rental Assistance Program that offers temporary rent assistance to families that are enrolled in the Reboot NW Program or for families who have Section 8 rental assistance and need Emergency Natural Disaster Deposit Assistance. This program is projected to assist ten (10) families over a 12 month period.

Mixed Finance Modernization or Development

- HACC anticipates continuing its efforts to identify Mixed Finance Modernization or Development opportunities which could include the Rental Assistance Demonstration (RAD) program, and a combination of public housing and Project Based Section 8/Low Income Housing Tax Credit (LIHTC) units.

Designated Housing for Elderly & Disabled

- HACC plans to issue a Request for Proposal for housing for disabled veterans.

Conversion of Public Housing to Project-Based Assistance under RAD

- HACC anticipates continuing its efforts to identify Mixed Finance Modernization or Development opportunities which could include the Rental Assistance Demonstration (RAD) program, and a combination of public housing, Project-Based Section 8/Low Income Housing Tax Credit (LIHTC) units.
- HACC will explore opportunities to expend the remaining disposition funds for the development of additional affordable housing utilizing the RAD program.

Project-Based Vouchers

- HACC will advertise a Request for Proposal for new affordable housing development that will include project based vouchers.

Units with Approved Vacancies for Modernization

- HACC will continue to request approval for vacancies to allow time to repair and modernize its Public Housing units, as needed.

B.3 **Civil Rights Certification.**

Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

B.4 **Most Recent Fiscal Year Audit**.

(a) Were there any findings in the most recent FY Audit?

Y N
☐ ☒

(b) If yes, please describe:

B.5 **Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.

HACC's Mission: The Housing Authority of Clackamas County's (HACC's) mission is to provide affordable, safe, decent and sanitary housing opportunities in a fiscally responsible manner to low-income people in Clackamas County.

PHA Goal 1: Expand the supply of assisted housing.
We have applied for additional rent vouchers, reduced Public Housing vacancies, applied for grants attempting to leverage private funds for additional housing opportunities. We are in the process of acquiring land to develop affordable housing

PHA Goal 2: Improve the quality of assisted housing.
Maintained high performer status in public housing management, improved our lobby environment, improved specific management functions related to geographic inspections, self-certification of repairs, photos of inspections, paperless scanning and attaching of documents, and modernized public housing units. HACC completed a Green Physical Needs Assessment to determine the long term physical and economic sustainability of its Public Housing stock. Reestablished monthly meetings and resident activities through the Resident Association at Hillside Manor. Improved security by installing modern surveillance equipment and procured security patrols at Hillside Manor. Collaborated with Public Health division of Clackamas County to provide on-site Public Health Nurse to meet the health care of Hillside residents, ultimately reducing the number of emergency room visits by Hillside residents.

PHA Goal 3: Increase assisted housing choices.
Provided clients with mobility toolkit and counseling, conducted outreach efforts and training to potential voucher landlords, worked with Fair Housing Council, increased voucher payment standards, converted public housing disposition funds to vouchers through development projects.

PHA Goal 4: Improve community quality of life and economic vitality by providing improved living environment.

	Implement measures to de-concentrate poverty by bringing higher income public housing households into lower income developments, review projects and census tracts to show that a concentration of poverty exists, encourage income mixing in public housing by assuring access for lower income families into higher income developments, develop stronger working relationships with service providers who assist our residents who are elderly and/or disabled, continue to review and implement public housing security improvements, designate buildings for particular resident groups (elderly, persons with disabilities), and attract social services for youth to succeed in school. HACC has continued to work closely with the workforce board on several pilot projects aimed at engaging Public Housing and Section 8 participants in workforce programs that train and certify clients in gainful employment and help them become self-sufficient. PHA Goal 5: Promote self-sufficiency and asset development of families and individuals. Increased the number and percentage of employed persons in assisted families, attract supportive services to improve assistance recipients' employability, attract supportive services to increase independence for the elderly or families with disabilities, develop a strategy and protocol for cross training of staff members to ensure both public housing and Section 8 staff availability to provide the highest level of service to the clients we serve and the general public. The ROSS Service Coordination Program works to support Housing Authority of Clackamas County Public Housing residents in reaching their employment, education, wellness and self-sufficiency goals. The Program accomplishes this by collaborating with multiple service providers such as Public Health, Behavioral Health, Supportive Employment Programs, the Oregon Food Bank, Social Services, and Asset Building Initiatives. The ROSS Service Coordinator then utilizes these collaborations in effective case management to connect residents with resources and opportunities in the community. PHA Goal 6: Ensure Equal Opportunity and affirmatively further fair housing. Implemented affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability, implemented affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability, and implemented affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.
B.6	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☐ ☐ (c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
B.7	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
B.8	**Troubled PHA.** (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A ☐ ☒ ☐ (b) If yes, please describe:
C.	**Statement of Capital Improvements**. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
C.1	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. See HUD Form 50075.2 approved by HUD on June 10, 2015. See Attachment F for Statement of Capital Improvements.

Instructions for Preparation of Form HUD-50075-ST
Annual PHA Plan for Standard and Troubled PHAs

A. PHA Information. All PHAs must complete this section.

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Annual Plan. All PHAs must complete this section.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no." (24 CFR §903.7)

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(1)) Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions**. PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b)) Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA's procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)). A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☐ **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. (24 CFR §903.7(e))

☐ **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs**. A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Community Service and Self Sufficiency Programs**. Describe how the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)) A description of: **1)** Any programs relating to services and amenities provided or offered to assisted families; and **2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS. (24 CFR §903.7(l))

☐ **Safety and Crime Prevention.** Describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☐ **Asset Management.** State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan) or change in use of replacement reserve funds under the Capital Fund; or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: Notice PIH 1999-51. (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

B.2 **New Activities.** If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI or Choice Neighborhoods. 1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm**.** (Notice PIH 2010-30)

☐ **Mixed Finance Modernization or Development. 1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm**.** (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: **1**) development name and number; **2**) designation type; **3**) application status; **4**) date the designation was approved, submitted, or planned for submission, and; **5**) the number of units affected. **Note**: The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm**.** (24 CFR §903.7(j))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to project-based assistance under RAD. See additional guidance on HUD's website at: Notice PIH 2012-32

☐ **Occupancy by Over-Income Families.** A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA's cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: Notice PIH 2011-7. (24 CFR 960.503) (24 CFR 903.7(b))

☐ **Occupancy by Police Officers.** The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A "police officer" means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: Notice PIH 2011-7. (24 CFR 960.505) (24 CFR 903.7(b))

☐ **Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD's website at: Notice PIH 2009-21. (24 CFR §903.7(e))

☐ **Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan. (24 CFR §903.7(b))

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR §990.145(a)(1).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

B.3 Civil Rights Certification. Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

B.4 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

B.5 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.6 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

B.7 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

B.8 Troubled PHA. If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark "yes," and describe that plan. If the PHA is troubled, but does not have any of these items, mark "no." If the PHA is not troubled, mark "N/A." (24 CFR §903.9)

C. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

C.1 Capital Improvements. In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: "See HUD Form- 50075.2 approved by HUD on XX/XX/XXXX."

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 9.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

ATTACHMENT A

Summary of Housing Choice Voucher Administrative Plan Policy Changes: FY July 1, 2016

	New Policy	*Explanation of Proposed New Policy Language*	Chapter
1	TEMPORARY ADDENDUM May 26, 2015	*HUD issued Notice PIH 2013-03, allowing the PHA to adopted:* *1. Allow households to self-certify assets of $5,000 or less.* *2. Allow PHAs to establish a payment standard of not more than 120 percent of the fair market rent (FMR) without HUD approval as a reasonable accommodation.* *This waiver was approved by HUD on May 26, 2015 and anticipate seeking a renewal before its expiration on March 31, 2016*	**Addendum**
2	Orientations will be available On-Line	*Briefings also referred to as Orientations will be conducted in group meetings or may be done through an on-line training.*	**Chapter 5**
3	Briefing Materials available On-Line as well as in class.	*To eliminate waste and copying costs, all the required briefing packet items will be made available and discussed during group briefings and on-line. It is the client's choice which items they will choose to take home or get on-line. However a packet containing the following basic materials will be given directly to each client to take home: Voucher, Request for Tenancy Approval, Tenant Rent and Subsidy Worksheet, Utility Allowance Chart, Determination of Housing Assistance Payments, and Payment Standard chart.*	**Chapter 5**
4	Remove $50 Minimum Rent for VASH	*HACC will not impose the minimum rent for VASH clients.*	**Chapter 6** **6-35**
5	TBRA Added	*Temporary Rent Assistance (TBRA) with HOME funds added and has a $10 minimum rent requirement and must be referred by WorkSource as part of the ReBoot Program. No more than 10 families and not to exceed 12 months/24 months*	**Special Chapter 18** **Added**
6	Portability Changes in Regulations	*Regulatory Changes required of Chapter 10: Resident friendly changes include:* *Transfers granted 30 extra days to search regardless of voucher expiration date from the Housing Authority they are leaving.* *Families wanting to transfer but cannot figure out where to send their voucher should be assisted by the Housing Authority to find the proper place to send it.* *Families are given "tolling time" when the unit they thought would work does not end up working out.*	**Chapter 10**

1

7	Tenant shall select lease option of lowest cost or pay the difference out of pocket.	*If a family is offered a range of rents, HACC is seeking to require the family to choose the lowest cost option (usually the longest term option as well) to keep our costs low. Clients who choose a higher rent option (month to month) would have to pay out of pocket the difference between the lowest option and the highest option.* *Example:* *rent offered for month to month lease $600* *rent offered for 12 month lease is only $550* *Tenant chooses month to month lease. Tenant would have to pay full $50 difference plus their normal portion of the rent.*	**Chapter 8** **8-14**
9	Prorated Families cannot move into units that require they pay more than 80% of income on rent.	*Immigrant families that cannot be fully assisted with rent are protected this way from leasing in units that will eventually lead to an eviction as they would be unable to maintain their housing and cover basic needs.*	**Chapter 6**
10	Zero Income Families required quarterly reporting.	*In an effort to connect families with zero income with resources and opportunities, we are proposing to require these families to meet with their Occupancy Specialist quarterly and report on how they are getting by with zero income. This time will be used by our staff to show clients WorkSource and other resources available and assist them in seeking to improve their situation. This also is a tool for deterring any fraudulent unreported income sources. Failure to comply could lead to termination of assistance.*	**Chapter 11** **11-7**
13	Add Veteran Preference	*Preference for all military families that can prove they have served in active duty, are facing homelessness (either had a period of homelessness or facing eviction), and are very low income.*	**Chapter 4** **4-8**
14	Add Chronically Homeless Preference	*To aide in ending homelessness, HACC is seeking to add a preference for those families designated to meet HUD's definition of Chronically Homeless.*	**Chapter 4** **4-8**
15	Add Changes to Shelter Plus Care Regulations	*Adding Chapter 18 to Administrative Plan to better identify the different policies and regulations governing the Continuum of Care funded Shelter Plus Care Program that was previously using and relying on the Section 8 Housing Choice Voucher Policies. Major difference is the Housing First Model is to be used.*	**Chapter 18**
16	Remove Preference for Shelter Plus Care Graduates	*Shelter Plus Care families will no longer be given regular Section 8 vouchers and will be maintained in the Shelter Plus Care program for as long as needed.*	**Chapter 4** **4-8**
17	Add Preference	*Allow VASH families to graduate to regular Section 8 vouchers when no longer needing Veteran Administrative Case Management to allow for the VASH vouchers to be freed up for new families to enter the program as needed.*	**Chapter 4** **4-8**

ATTACHMENT B: Summary of Public Housing Policy Changes: 2016

PUBLIC HOUSING LEASE

	Summary	*Revised Language or Policy*	Document
1	Late fee increase – (carried over from last year)	Current late fee charge = $25 Proposed late fee charge = $50	Lease
2	Maintenance fee increase – (carried over from last year)	Current Fee = $23 per hour Proposed fee = $40 per hour	Lease
3	TEMPORARY ADDENDUM DOCUMENT Renewal of Policy from 2015	On January 22, 2013, HUD issued Notice PIH 2013-03, allowing the PHA to adopted: 1. Allow households to self-certify assets of $5,000 or less.	ACOP: Chapter 16
4	Public Housing Lease Revisions	General Overview: The public housing lease has been revised and a draft is prepared for public review. The lease has been rewritten into a more reader friendly and understandable format. A "Table of Contents" has been added for easier reference to find specific terms, requirements or program compliance. Addendums that address community rules, pet ownership, pest control, mold control, parking rules, safety, pools and grilling and fire safety have been added. Many of these rules are currently contained in the resident handbook by reference. In summar, the intent of this leave revision is provide resident's with a more user friendly agreement to ensure that households clearly understand their obligations of living in public housing and complying with public housing program rules and regulations. Key Changes: 1) The fee or penalty for late payment of rent is raised to $50.00 2) The fee for maintenance performed that is not normal wear and tear and is caused by the tenant or anyone for whom the tenant is responsible is raised to $40.00 per hour.	Current Public Housing Lease Section 1: 2(A)(2) Section 5: (B)

		3) The addendums in this lease have been designed to provide residents with easier reference to common health and safety hazards that anyone can experience in rental housing. The addendums are as follows: i) HACC Community Rules: This addendum clearly explains rules for behavior, maintenance, alterations or any other basic feature of a housing unit or housing community. ii) Pets: This addendum more clearly describes the requirements for owning a pet within public housing. iii) Pest Control: This addendum is intended to promote the reporting of pest infestation to avoid costly pest removal charges. iv) Safety Addendum: This addendum addresses common safety hazards caused by negligence of a resident. v) Mold and Mildew: This addendum provides value guidance on reducing mold in housing. vi) Rules for Parking: Self explanatory vii) Wading Pool Rules: This addendum is to emphasize pool safety and is an augmentation of the Safety Addendum noted above. viii) Grilling and Fire Safety Rules: This addendum addresses the common fire hazards that residents should be aware of.	Addendum A Addendum B Addendum C Addendum D Addendum E Addendum F Addendum G Addendum H
		Changes to Pet Policy: The language listed below will be added to the ACOP. The Addendum of the lease covers all pet issues listed in the ACOP except for the language below which should be added to the ACOP in the sections noted to right. Under Pet Restrictions replace: "Dogs of the Pit Bull, Rottweiler, Chow, Doberman Pincher or Boxer Breeds" with "*Species of dogs not permitted as pets: German Shepherd, Rottweiler, Doberman Pinscher, Pit Bull,*	ACOP 10.II.C Pet Restrictions page 8

		Chow, Spitz; a mix of these breeds; dogs trained to attack; or others, as HACC may determine" Under Pet Restrictions insert: " *Cat* *Maximum number - one (1)* *Maximum adult weight - under 25 pounds or under 20" high, head to floor* *Must be spayed or neutered. HACC will not approve a cat (kitten) which is too young to be spayed or neutered.* *Must have all required inoculations.* *Must be trained to use a litter box or other waste receptacle* *Must be currently licensed at all times per State law or local ordinance.* *c. Fish (20 gallon tank maximum)* *d. Bird* *e. Lizard (under 12 inches in length when full grown)* *f. Turtle* *g Others, as otherwise determined appropriate by HACC.* Insert under number of pets: *A Resident agrees to keep no more than one cat <u>or</u> one dog. Resident may own 3 birds (as under prior agreement) or Resident may keep a <u>maximum of 2</u> other small animals. For instance: 2 turtles, <u>or</u> 1 combination set such as 1 lizard and 1 turtle, etc*." PART I: ASSISTANCE ANIMALS - OVERVIEW: Language in new lease mirrors language in ACOP regarding Service, Assistive and Companion Animals.	ACOP 10.II.C Pet Restrictions page 8 ACOP 10-I.A

ATTACHMENT B

PUBLIC HOUSING LEASE

HOUSING AUTHORITY OF CLACKAMAS COUNTY

13900 GAIN STREET
OREGON CITY, OR 97045

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THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON
PUBLIC HOUSING LEASE

This lease is made by and between the Housing Authority of Clackamas County, Oregon (referred to in the Lease as "The HACC") and the Tenant and any Co-Tenant named on page 1 (referred to as the "Tenant"). The HACC leases to the Tenant and the Tenant leases from the HACC the dwelling unit identified below, subject to the following terms and condition.

THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON
PUBLIC HOUSING LEASE

This Lease is made by and between The Housing Authority of Clackamas County, Oregon (referred to in this Lease as "the Tenant"). The HACC leases to the Tenant and the Tenant leases from the HACC the dwelling unit identified below, subject to the following terms and conditions.

Tenant		Unit ID#	
Co-Tenant		# of Bedrooms	
Unit Address			
Monthly Rent $		Lease Effective Date	
Annual Reexam Month			
HOUSEHOLD COMPOSITION		RELATIONSHIP TO TENANT	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
SECURITY DEPOSIT $			

UTILITIES FURNISHED	BY HACC	BY TENANT	TYPE OF FUEL
HEAT	☐	☐	ELECTRIC
HOT WATER	☐	☐	ELECTRIC
COOKING FUEL	☐	☐	ELECTRIC
ELECTRICITY	☐	☐	

GENERAL PROVISIONS and DEFINITIONS

A. THE HACC. The HACC is a Housing Authority created pursuant to the Oregon Housing Authorities Law. The HACC owns and operates certain dwelling units for low-income persons pursuant to Oregon Law and receives financial assistance for the ownership of these dwelling units from the Unites States Department of Housing and Urban Development. The HACC's central office is at 13930 S. Gain Street, Oregon City, Oregon 97045-1284

B. THE MANAGER. The name and address of the person authorized to manage the dwelling unit and the person authorized to act for an on behalf of the owner for the purpose of services of process and

receiving and receipting for notices and demands is Executive Director, or his designee. Property office locations and contact information: Clackamas Heights, Oregon City View Manor and Scattered sites is; 13900 South Gain Street, Oregon City, Oregon 97045-1284; P. O. Box 1510, Oregon City, Oregon 97045; (503) 650-3128; TDD (503) 655- 8639; FAX: (503) 650-3538. Hillside Manor and Hillside Court, 2889 Hillside Court, Milwaukie, OR 97222; (503) 794-8089; FAX 503-794-8070

B. THE TENANT or RESIDENT. The tenant, and any Co-Tenant name on page 1, is a low-income person whose application for tenancy in one of the HACC's dwelling units has been approved and with whom a Lease had been executed. The obligations of the Tenant and Co-Tenant are joint and several. Each person is both individually and jointly responsible for compliance with the terms and conditions of this Lease. Tenant and Resident shall mean the same within the terms and provisions within this lease.

C. THE TENANT'S REPRESENTATIONS. The Tenant represents as true the information given to the HACC during the application process resulting in this Lease. The HACC relies on those representations in determining the Tenants' eligibility for lease of the dwelling unit, the amount of the rent payment and the dwelling unit size. If the Tenant misrepresents any material fact, the HACC may, in addition to other legal remedies, terminate this Lease in accordance with Section 12 herein and requires the Tenant to pay all rent amounts that accumulated between the date of execution of this Lease and the date of termination of this Lease that remain unpaid.

D. LEASE LANGUAGE. This Lease is written in the singular number and masculine gender, but is intended to apply to all individuals with responsibilities under this Lease regardless of their number or sex. If the context so requires, masculine pronouns shall be taken to mean and include the feminine, and singular pronouns shall be taken to mean and include the plural.

E. DWELLING UNIT, PREMISES, PROJECT. In this Lease, the term "dwelling unit" refers to the dwelling identified by the address on page 1. The term "premises" means all areas assigned to the Tenant including the dwelling unit. The term "project" means the real property owned by the HACC in which the Tenant's dwelling unit and premises are located including the Dwelling unit and premises, HACC buildings, facilities, common areas and curtilage. The HACC retains control over any and all common areas of the project for the purposes of enforcing state trespassing laws.

F. Admissions and Continued Occupancy Policy (ACOP). In this lease ACOP policies provide additional guidance where applicable. Wherein any provisions of this lease require additional clarification or interpretation the policies and provisions in the ACOP shall apply.

1. LEASE TERM AND MOVE IN/OUT

A. Lease term and renewal. This lease has a twelve-month term and shall terminate on the expiration date stated above. Following the expiration date of this lease for any units with public housing subsidy, the lease will automatically renew for successive terms of one year, with all conditions, rules and regulations continuing.

B. Move in/move out inspection. Prior to move-in, Landlord and Resident shall inspect the dwelling unit and complete a written statement of the condition of the dwelling unit and all fixtures and furnishings. The Resident and the Landlord shall sign this statement, and a copy will be kept in the Resident's file. At the end of tenancy, after Resident vacates, Landlord will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident may join in such inspection.

2. *PAYMENTS, CHARGES, DEPOSITS, AND FEES.* All Residents are jointly and severally responsible for all amounts due under this Lease and any damage caused to the dwelling unit or common area by the Resident, any occupant of the unit or any guests.

A. Rent amount and payment.

(1) Resident-paid rent at the beginning of the lease term is indicated on page 1 of this agreement. The amount of Resident-paid rent will be adjusted at such times and in the manner required under the regulations applicable to the housing occupied by Resident. Rent is due and payable, without demand or billing, in advance on the first of the month and must be paid on time.
(2) Unpaid rent becomes delinquent after the 8th day of the month in which it is due. A late fee of $50.00 will be imposed. Partial payments and rental payments for more than the monthly rental amount will not be accepted without prior written Landlord approval. Landlord will not accept cash payments or payment in any form from a third party individual unless approved in advance by Landlord in writing. If a personal check payment made from the Resident's bank account is returned due to insufficient funds an "NSF" fee of $35.00 will be imposed in all situations where a late fee is not applicable. If a second personal check payment is returned due to insufficient funds, personal checks payments will no longer be accepted, and Resident will be required to make all future payments with cashier's check or money order.
(3) The Tenant shall pay rent by the first class mail addressed to the HACC at P.O. Box 1510, Oregon City, OR 97045.
(4) If Resident has an active termination of tenancy notice, Landlord, at their option, will not accept payment from the Resident unless the termination of tenancy notice is remedied. If Resident remedies the termination notice, Resident will be immediately responsible for all back rent and past due amounts that were previously pending due to proposed termination.
(5) Minimum Rent – Minimum rent shall be set at $50.00 per household per month. Households may request a waiver of minimum rent. Approval of waiver of minimum rent all waivers will be reviewed by the asset manager or his/her designee.

B. **Retroactive rent charges.** If the Resident fails to report the facts upon which the rent is based so that the rent received is less than what should be paid, upon the first instance of such failure an increase in rent may be made retroactive to the appropriate date, and the total amount becomes due and payable immediately upon written notice to resident. A repeat instance of failure to report such facts, or any misrepresentation of such facts, shall be cause for termination of this lease, regardless of successful payment of retroactive amounts due. Unreported income or household composition changes may result in termination of this lease.

C. Resident overpayment. Resident agrees that should it be determined at a future date that the Resident's rent amount results in an overpayment to the Landlord; any such overpayments shall be considered a loan from said Resident and shall be repaid to the Tenant by the Landlord without interest. The overpayment shall not be considered a partial rent payment and will not be treated as such.

D. Non-payment of rent notice. Commencing no sooner than on the eighth day of the rental period, the Landlord may give a 14-day written notice of nonpayment and the Landlord's intention to terminate this Agreement if the rent is not paid within that period.

E. Charges. Charges, other than rent, for late fees, damages caused by Resident or any member of the household or a guest, excess garbage charges, yard maintenance charges, "NSF" fees, excessive utility usage and other reasonable charges, are due and payable within 15 days of delivery of written notice of charges to the Resident. Maintenance and repair charges are determined by adding the cost of required labor and materials. Additional information about such charges may be obtained by contacting the Landlord.

F. Smoke damage. The dwelling unit is located in a non-smoking building. Designating buildings as "non-smoking" shall in no way limit the amount or type of damage or cleaning charged to the Resident due to smoke damage at the end of their tenancy.

G. **Security deposit.** Security deposits may be deposited into an interest bearing account. All interest shall accrue to the benefit of Landlord. No interest will be paid to Resident on security deposits. All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear, or unpaid accounts. A statement explaining the disposition of the security deposit, remaining balance, additional charges, and/or refund will be mailed to the Resident's last known address within the timeframe required by law, currently 31 days after termination of the tenancy and delivery of possession. If actual charges are unknown at the time of mailing, estimates will be used. Landlord may revise charges to reflect actual charges once they are known. Any security deposit received from multiple Residents shall be refunded only when the last Resident vacates the unit and terminates his/her tenancy. If eligible for a refund, the security deposit refund will be issued payable to all Residents. Tenant agrees to provide a forwarding address to the HACC upon submission of their 30 day written notice to vacate their residence.

3. **RESIDENT OCCUPANCY AND USE.** The dwelling unit will be used only for the primary residence of persons listed on the Lease. The Resident shall have the right to exclusive use and occupancy of the leased dwelling unit. Resident must use the dwelling unit solely as a private dwelling and may not use or permit its use for any other purpose. Other responsibilities include:

A. **Authorized occupants.** Only Authorized Occupants listed on this Agreement may occupy the premises. Additional occupants must be approved in writing by management in advance and are subject to full screening and qualification procedures. Resident also may not assign the lease or sublease the dwelling unit.

B. **Guests.** Persons other than those specifically listed on this Agreement shall be strictly prohibited from staying in the rental unit for more than seven (7) consecutive days, or a total of twenty-one (21) days in any twelve-month period without the prior written consent of the Landlord. For purposes of this section, "staying in the rental unit" means presence on the premises for a substantial amount of time, whether during the day or overnight, and shall include, but is not limited to, long-term or regular House guests, live-in baby sitters, visiting relatives, etc. Additionally, Resident may not provide accommodations for boarders or lodgers regardless of length of stay.

C. **Excluded persons.** If Landlord or the Landlord's designee or agent excludes a person from the common areas, Resident may not invite that person onto the property, either in their unit or the common areas. Landlord and any person designated by the Landlord retains control over any common areas of the premises for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined in ORS 164.205(5).

D. **Extended absence.** Resident agrees to notify the Landlord of any absence in excess of seven (7) days no later than the first day of absence. Resident gives up their right to occupancy after an extended absence from the unit of longer than 30 continuous days. Landlord may initiate action to terminate tenancy in response to an extended absence of the unit by any persons listed on this Agreement. Exceptions may be allowed for extenuating circumstances with prior written permission from Landlord. Note, additional exceptions and special conditions regarding extended absences are discussed in the HACC ACOP.

E. **Size and Special Feature of Dwellings.** Resident understands that if the number of household members should increase or decrease so that household size is in conflict with occupancy criteria established for this dwelling unit community, or if the unit contains accessibility features that no member of the household currently needs, the household will be required to move to the appropriate size or type of unit within 30 days' notice of such unit being available or will be required to move from the Property.

4. **RESIDENT AND GUEST BEHAVIOR.** Resident shall be responsible for the behavior of all household members, guests, and other persons on the premises with consent of the resident.

   A. **Criminal activity.** Resident shall ensure that Resident, any member of the household, guest or other person under the Resident's control shall not engage in any criminal activity or drug related activity on or off the premises. The use, possession, manufacture or distribution of illegal substances either on or in the vicinity of the premises is strictly prohibited. If any occupant commits or is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Landlord's then current rental criteria, this is also grounds for termination of tenancy.

   B. **Disturbing the peace.** Resident and members of the household shall behave and require other persons on the premises with the consent of the Resident or members of the household to behave in a manner that will not disturb the peaceful enjoyment of the premises by neighbors and is conducive to maintaining the premises in a decent, safe and sanitary condition.

   C. **Other harmful behavior.** Resident's household members, guests, and other persons on the premises with consent of the resident shall not act or speak in an abusive, intimidating or threatening manner toward other residents, neighbors, or representatives including employees of the Landlord nor behave in such a manner as may cause damage to the premises, create unsafe conditions, interfere with access, intimidate or threaten others, or otherwise interfere with the peaceful enjoyment of other residents or their guests.

   D. **Community rules.** Resident, all occupants, and guests must abide by necessary and reasonable Community Rules promulgated by the Landlord for the benefit and well-being of the property, residents, homeowners, and neighbors. All such rules are incorporated by reference into this Agreement and are posted in the community office and/or common areas and included addendum A of this lease.

   E. **Duty to report behavior problems.** Resident agrees to notify Landlord immediately, or as promptly thereafter as reasonable safety concerns will permit, when a guest or other visitor to Resident's household cannot be controlled by the tenant and such person behaves in a manner that would otherwise be in violation of this lease. Resident is encouraged to take additional responsibility for the community by reporting any and all known or suspected criminal activity to police and working with neighbors, management, and law enforcement to prevent crime, solve community problems, and promote neighborhood livability.

5. **RESIDENT MAINTENANCE RESPONSIBILITIES.** Resident shall comply with applicable building and housing codes materially affecting health and safety and all obligations defined in the Oregon Residential Landlord and Tenant Act. Resident will dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner; maintain the dwelling in a clean, safe, and sanitary condition; and maintain clear and unencumbered access to all required entrances and emergency exits, including secondary window exits in sleeping rooms. Other maintenance duties include:

   A. **Duty to report damage/maintenance issues**. Resident will immediately report all malfunctions of equipment, failures of essential services, or needs for repair. Resident will notify Landlord promptly of any known unsafe conditions in the dwelling unit, common areas, facilities or grounds that might lead to damage or injury. Resident must notify the Landlord immediately of any pest infestations, suspected water leaks, moisture problems or mold in dwelling units or common areas of the property.

   B. **Damage, tampering, or unauthorized alterations.** All electrical, plumbing, sanitary, heating,

ventilating, air conditioning, elevators, and other facilities or appliances on the premises are to be used in a reasonable manner. Resident, occupants and guests shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so. Resident, occupants and guests shall not tamper with heating systems, appliances, locks, doors, light fixtures, smoke alarms, security cameras, alarm systems, building security locks and doors, roof access doors, or make any alterations of any nature on or to the premises without specific written consent of Landlord. Resident may be charged for the actual costs associated with any such damages or repairs and/or replacements if such repairs and replacements are necessitated by carelessness, misuse, or neglect. The hourly labor rate charge to residents for damages caused by the resident or members of the household is $40.00 plus the cost of materials or equipment.

C. Smoke and Carbon Monoxide alarm compliance.
Resident acknowledges and the Landlord certifies that the dwelling is equipped with one or more smoke alarms and one carbon monoxide alarm and that the smoke alarm(s), and carbon monoxide alarm if applicable, have been tested and are operable at this time. It is the Resident's responsibility to test the smoke alarm(s), and carbon monoxide alarm if applicable, at least every six (6) months, contact Landlord immediately upon discovery of dead or weak batteries, and notify the Landlord in writing of operating deficiencies. Because a disabled smoke or carbon monoxide alarm represents a very serious threat to the lives of the household and neighbors, Resident, occupants, and guests may not remove or tamper with functioning smoke and/or carbon monoxide alarm(s), including but not limited to, disabling it by removing working batteries and Landlord may charge a fee of $250.00 upon discovery of such conduct and terminate this Agreement.

6. **RESIDENT CONSENT TO LANDLORD'S ACCESS.** Resident agrees not to unreasonably withhold consent to the Landlord to enter the dwelling unit in order to inspect the premises including but not limited to, annual unit inspections, scheduled housekeeping inspections, warranty inspections, pre-construction inspections, and/or pest control inspections, to show the dwelling unit for re-leasing, or to make necessary or agreed repairs, decorations, alterations or improvements. Landlord may enter the unit without consent in an emergency instances include but are not limited to checking on the welfare of a household member or pet/service/companion animal and for maintenance emergencies or at any reasonable time with at least 48 hours advance notice or after receipt of Resident's written request for maintenance as provided in ORS 90.322. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, Landlord will leave in the unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit. If Landlord is obligated to maintain the yard or Resident has failed to maintain the yard, Landlord or their contractors may enter the yard, without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.

7. **RESIDENT LOSS OR INJURY.** Except to the extent required by law, the Landlord will not be liable for damages of any kind caused by the lack of heat, refrigeration, or other services to the premises arising out of any accident, act of God, act of nature or occurrence beyond the control of the Landlord. The Resident shall be limited to the rights and remedies specified in the Oregon Residential Landlord and Tenant Act. *Landlord strongly urges the Resident to obtain renter's insurance covering personal property.* Resident is *not* a beneficiary of any of Landlord's insurance policies. All personal property in the dwelling unit, designated storage areas, parking areas, and common areas shall be at the risk of the Resident. Except to the extent required by law, Landlord is not liable in any manner for loss or damage due to fire, water, theft, the elements, act of God, act of nature or action by a third party. Except to the extent required by law, Landlord and its employees and agents are not liable for any injury to any person or property caused in any way by the use of the dwelling unit, building, common areas, or property of which the dwelling unit is a part or while using any of the common area equipment or while going to and from the common areas of the property.

8. **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY.** If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, resident shall immediately notify Landlord of the damage. Landlord shall be responsible for repair of the unit within a reasonable time, provided that if the damage was caused by Resident, any occupant or guests the reasonable cost of the repairs shall be charged to Resident. Landlord shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and rent will be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with this paragraph or alternative accommodations not provided in accordance with this paragraph except that no abatement of rent shall occur if Resident rejects the alternative accommodation or if the damage was caused by Resident, any occupant or guests.

9. **LANDLORD'S OBLIGATIONS.** Landlord shall meet the following responsibilities:
   A. Comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
   B. Maintain the dwelling unit and the project in decent, safe and sanitary condition; and make necessary repairs to the dwelling unit;
   C. Keep buildings, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition;
   D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
   E. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Resident;
   F. Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year(according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection; and
   G. Notify the Resident of the specific grounds for any proposed adverse action by Landlord.

10. **HOUSING PROGRAM(S) COMPLIANCE.** The Resident and/or any other household member on the Lease will NOT occupy, or receive assistance for occupancy of, any other unit assisted under any Federal housing assistance program during the term of the Lease. Resident will also comply with the requirements of the subsections checked below:

    A. Recertification and Reporting Changes. This dwelling unit is receiving subsidy under the Public Housing program. As required under this program the Resident agrees to provide all required information and certifications on household composition, student status, assets, and income for all household members necessary for Landlord to make determinations with respect to rent, eligibility, and appropriateness of the dwelling size at the following times:
    (a) At any time during tenancy if there is a reduction in the household's annual income or an increase in allowable deductions.
    (b) Within 30 days of receipt of any lump-sum payment for the delayed start of a periodic payment (such as Social Security, Annuities, Pensions, Unemployment, etc.). At any time during the tenancy if the household's total gross income increases.
    (c) On a schedule determined by the Landlord until an accurate income is determined if the Resident or any adult household member has no income or has unstable income at the time of admission or a review.
    (d) In response to an eligibility review for continued occupancy to be completed on a schedule determined by HACC.

B. Rent Adjustments for Income Changes. Rents shall be adjusted to conform to changes in income. If a change results in a rent increase, the Landlord will give the Resident 30 days' advance written notice of such increase.

11. LEASE ENFORCEMENT AND TERMINATION.

A. Termination by Resident. Resident may not terminate this lease during the first 30 days of tenancy in the above-referenced dwelling unit. Resident may terminate the lease by giving 30 days' advance written notice.

B. Termination by Landlord. Resident understands that failure to comply with the terms of this lease may result in the termination of this Agreement. This lease may be terminated by the Landlord at any time for serious or repeated violations of material terms of the lease, or for other good cause. Examples of serious or repeated violations of terms shall include but not be limited to:

(1) Payment failures such as:
- (a) The failure to pay rent or other payments when due.
- (b) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the eighth of the month. Four such late payments within a 12-month period shall constitute repeated late payment.
- (c) Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities.

(2) Violation of Resident responsibilities such as:
- (a) Unauthorized occupants.
- (b) Failure to report damage to the dwelling unit; serious or repeated damage resulting from Resident's failure to comply with this Agreement; or creation of any physical hazards in the unit, common areas, grounds, parking areas etc
- (c) Any criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment, or any drug related criminal activity on or off the premises. This action may be taken regardless of whether there has been an arrest or conviction and without satisfying the standard of proof for criminal conviction.
- (d) Any fire damage on the premises caused by improperly disposing of flammable materials, carelessness or unattended cooking.
- (e) Any action by Resident, occupant, or guest that interferes with the management of the premises.

(3) The following do not qualify as grounds for termination of the lease:
- (a) Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy, if the tenant or immediate member of the tenant's family is a victim of domestic violence, dating violence, sexual assault, or stalking and, as a result could not control or prevent the criminal activity.
- (b) Nothing in subparagraph (a) may be construed to limit the Landlord's authority, consistent with applicable State laws, to evict or to terminate assistance to individuals who engage in criminal acts of physical violence against family members or others; and
- (c) Nothing in subparagraph (a) may be construed to limit the authority of Landlord, consistent with applicable State law, to terminate the tenancy of any tenant if the Landlord can demonstrate an actual and imminent threat to the larger community if that tenant's tenancy is not terminated.

(d) A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must complete and submit the HUD Certification of Domestic Violence, Dating Violence, or Stalking form (HUD-50066), and in lieu of the HUD Certification form (or in addition to it) must submit (1) A Federal, State, tribal, territorial, or local police or court record; or (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation, within 14 business days of receiving the written request for this certification by HACC. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by HACC, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") under the public housing programs apply.

(e) HACC may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

(f) HACC may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that HACC does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from HACC property to come onto HACC property including but not limited to the victim's dwelling unit and any other area under their control is subject to eviction.

(g) HACC may terminate the tenancy of any tenant if HACC can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to HACC if that tenant's tenancy is not terminated; and

(h) None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

(4) Program eligibility and noncompliance issues such as:

(a) Misrepresentation of family income, assets or composition or discovery of material false statements or fraud by Resident in connection with an application for assistance or with reexamination of income.

(b) Discovery after admission of facts that made Resident ineligible.

(c) For public housing only and upon notice of the service requirement provisions of 24 CFR part 960, failure of a family member to comply with service requirement provisions of 24 CFR part 960, subpart F- as grounds only for non-renewal of the lease and termination of tenancy at the end of any twelve-month lease term.

(d) For public housing only, failure to accept Landlord's offer of a lease revision to an existing lease: that is on a form adopted by Landlord in accordance with 24 CFR Sec. 966.3; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that

period for acceptance by Resident.

(e) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process regularly scheduled or interim re-certifications.

C. Notice of termination. Any notice to vacate that is required by State law may be combined with, or run concurrently with the notice of lease termination under this section. When Landlord is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with the grievance procedures. The tenancy shall not terminate (even if any Notice to vacate under state law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

D. Method for serving written notices. All notices required under the lease or State law to be in writing shall be served personally, by first class mail, or by first class mail and attachment. All written notices served by first class mail and attachment from Landlord to Tenant shall be deemed served on the day it is both mailed by first class mail to the Resident at the premises and attached in a secure manner to the main entrance of that portion of the premises of which the Resident has possession. Agent is authorized to accept notices on behalf of the Owner of the premises.

12. OTHER CONDITIONS.

A. Requests for reasonable accommodation. All requests for an accommodation by the Landlord, as required by the Federal and State Fair Housing Acts, must be made in writing to the Landlord, specifying the nature of the requested accommodation. If Resident is unable to complete a written request, Landlord will provide auxiliary aids or assistance with completion of a written request. The resident may, at any time during the tenancy, request reasonable accommodation for a disabled household member, including reasonable accommodation so that the resident can meet lease requirements or other requirements of tenancy.

B. Grievance procedure. All disputes concerning the obligations of the resident or Landlord shall be resolved in accordance with the HACC Grievance Policy and a copy will be provided with written terminations

C. Abandonment. Any goods, vehicles or other property left on the premises after termination of the tenancy by any means shall be considered abandoned and will be disposed of as provided by statute.

D. Attorney's fees. In the event an action is commenced to enforce any provisions of this agreement or the Oregon Residential Landlord and Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees.

E. Modification. The lease may be modified at any time by written agreement of the Resident and the Landlord.

F. Waiver. No delay or failure by Landlord in exercising any right under this Agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless expressly provided herein or as required by ORS 90.415.

G. False information. Resident understands that deliberate submission of false information will be considered a violation of this Agreement and will result in the termination of this Agreement. If any information supplied in conjunction with application for this rental unit is later found to be false this

is grounds for termination of tenancy.

H. Complete agreement. This Rental / Lease Agreement, any rules and regulations for the premises, and any other written addenda executed by the parties on or after the date of this Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein.

I/We have read the terms and conditions listed in this contract.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

ADDENDUMS

A. HACC Community Rules

All Residents shall ensure that the conduct of themselves, their household members, guests, and visitors comply with the terms of the lease and of the community rules described below. Please refer to your Resident Handbook for additional rules and guidance on how to best maintain your home here at the Housing Authority of Clackamas County.

1. **Noise** – Noise or conduct that disturbs the quiet enjoyment of other residents is not permitted at any time. Between 10:00 p.m. and 8:00 a.m., no noise may be emitted from the dwelling unit that can be heard outside the unit. This includes stereos, radios, televisions, loud talking, etc.
2. **Alcohol** – It is not permissible to possess any open container of alcoholic beverage, consume any alcoholic beverage in any common area, or abuse alcohol in such a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. **Smoking** – No smoking whatsoever is permitted in designated non-smoking buildings. In designated non-smoking buildings, smoking is prohibited in any interior common areas, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevators, within all living units, and within 25 feet of building(s) including entry ways, porches, balconies and patios. The No-Smoking Policy does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the non- smoking portions of the Property.
4. **Marijuana** – Medical and Recreational: The possession or use of medical or recreational marijuana in all forms is strictly prohibited on HACC owned property.
5. **Parking** – At properties with off-street parking, all off-street parking is governed by rules and regulations in the HACC Parking Policy and property specific parking rules. All vehicles parked in the off- street parking must be in running condition capable of operating legally on the street, properly licensed and insured. Any vehicle not complying with these standards will be towed at the Resident's expense. Storage of unused vehicles, boats, trailers, campers, canopies and automobiles is prohibited. If the property has off-street visitor parking, visitors may only park in designated stalls during posted times.
6. **Pets** –No animals are allowed on the premises without written Landlord approval, a completed and signed Pet and Service/Assistive/Companion Animal Agreement, and paid Pet deposit if applicable. **Service/Assistance/Companion animals are not considered pets.** Visitors are not permitted to bring any pets on to the premises. Feeding of stray, wild and/or feral wild animals is not allowed.
7. **Housekeeping** – Resident shall keep all areas of the premises under control of the resident in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the resident is responsible for causing the problem. The unit must allow for adequate access through the unit as required by building safety codes and other applicable housing standards. No entrances, exits, windows or passageways may be blocked to prevent ingress and egress. Dust mops, rugs, tablecloths and clothing shall not be shaken, cleaned or left in any of the public areas or any window, door, deck or landing.
8. **Safety and disposal** – All household garbage must be placed in a plastic bag, tied or otherwise closed, and placed inside the dumpster or garbage container provided by Landlord. If property has recycling disposal containers, Resident must separate and place recyclables in property disposal containers designated for the specific recyclable materials. With regard to needles, syringes and other infectious waste, as defined in ORS 459.386, the resident may not dispose of these items by placing them in garbage receptacles or in any other place or manner except as authorized by state and local governmental agencies. Resident is responsible for removing large items and non-household garbage including but not limited to tires, car parts, old furnishings, and mattresses from the premises. These items may not be placed in or near receptacles provided by Landlord. Resident must contact Landlord to have items that have been infested with pests, such as bed bugs, removed from their unit.
9. **Proper use of plumbing** – Toilets, sinks and washbasins are to be used only for the purposes for which they were intended. No dust, rubbish, coffee grounds, sanitary napkins/tampons, grease, etc., are to be

put into same. Residents shall not cause any flooding in the unit and any repair costs incurred by Landlord due to flooding caused by Residents shall be Resident's responsibility. Costs related to improperly draining plumbing due to incorrect use of fixtures or appliances will be charged to Resident.

10. **Placement of pictures and decorative items** – Resident may hang pictures and other decorative items inside of the dwelling unit only. Use only picture hooks with a small nail that goes into the wall at an angle to hang pictures, mirrors, and decorative items on the walls. DO NOT use anything that sticks to the wall.
11. **Unauthorized installations** – Except for pictures and decorative items on walls as described above, nothing may be installed on the walls, ceilings or in the windows without prior written consent of Landlord. Also, without prior written consent of Landlord, nothing (pictures, planters, signs, placards, etc.) may be affixed to the exterior of the unit or in the common areas of the residence buildings and only management supplied blinds or draperies may be visible in windows from the exterior.
12. **Fire Sprinkler and Pipes** – If a fire sprinkler system is installed inside or outside of the unit, Resident shall not hang any items from sprinkler heads and pipes, or otherwise block sprinkler heads and pipes. If Resident breaks or damages sprinkler head/pipes due to misuse from hanging items or tampering with sprinkler heads or pipes, Resident is responsible for any associated damages and repair costs.
13. **Storage** – Storage is permitted in designated areas only. Resident agrees not to store any personal property outside the dwelling unit or outside of designated storage areas. Personal storage within the Resident's dwelling unit may not block access ways throughout the unit.
14. **Patios and porches** – Only outdoor furniture, potted plants, and barbeques (provided they comply with fire safety and are consistent with Oregon law and Community Rule 14) are permitted on patios and porches. Upholstered furniture and any flammable items—including but not limited to fire pits and tiki torches—may not be used or stored on balconies, porches on in yards. Patios, porches, and common area hallways are not to be used for general storage (including bicycles, exercise equipment, and other items) or laundry clotheslines. Nothing may be affixed to or perched atop railings.
15. **Barbeques** –Residents must meet with Landlord and receive explicit written approval from Landlord prior to use of barbeques in common area, balconies, porches, yards, and/or other areas under the control of tenant to ensure that their usage complies with City, County and State laws, regulations, codes or ordinances. For some properties, Fire Code may prohibit the use of many barbeques unless the area is protected by a fire sprinkler system or the adjacent building surfaces are non-combustible. In the event permission is granted, Residents must use all relevant safety precautions and extinguish all fires after use.
16. **Yard/Garage sales –** Resident is not permitted to have a yard sale, post notices about personal items for sale, or hold any public sale in the interior or exterior common area of the premises or in their yard (if applicable) without prior written consent of the Landlord.
17. **Yard maintenance (*Scattered Sites Only*)** – Resident will maintain the assigned shrubs and lawn, including regular mowing and weeding during the summer months and raking of leaves in the fall unless Resident has an approved reasonable accommodation to be exempt from such duties.
18. **Satellite dishes/antennas** – Satellite dishes and/or antennas will be allowed only in strict compliance with the HACC Satellite Dish Policy and applicable law. Resident will obtain a letter of permission or a waiver from property management to install wiring or other fixtures for cable television services.
19. **Air conditioners –** Air conditioners are permitted only with a signed Air Conditioner Agreement. Resident must provide and maintain their air conditioner unit. Their air conditioner and the method of installation of the air conditioner must be in compliance with HACC's Air Conditioner policy.
20. **External structures** – Resident shall not use, erect or maintain any wading or swimming pool or any play structure, including but not limited to any swing set, slide, trampoline, or climbing apparatus without prior written consent.
21. **Bicycles, skateboards, etc.** – All wheeled apparatus will be ridden in a safe and courteous manner as noted in posted areas. Wheeled apparatus may not be ridden on sidewalks, pedestrian areas, grass, or planted areas in such a manner as may cause damage to the premises, create unsafe conditions, interfere with access, intimidate or threaten others, or interfere with the peaceful enjoyment of other residents or guests.

22. **Laundry facilities** – If applicable, the laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with inflammable materials or dyeing of clothes in washing machines will be permitted. If Resident uses laundry dryers they must clean the dryer lint trap before and after every use. Laundry facilities are to be used only during the hours posted and are for resident use only. Entry doors to the laundry room shall not be propped open.
23. **Elevators & Other Building Equipment:** Damaging, defacing or abusing HACC property or equipment may result in a lease violation or termination and financial responsibility for repair of all damages.
24. **Verbal Threats to Staff:** No resident, visitor(s) of any resident, or anyone under a resident's control shall under any circumstance, verbally or physically threaten HACC staff or persons accompanying HACC staff.
25. **Waterbeds** – Waterbeds are not permitted without written permission of the Landlord. Resident must provide adequate proof of insurance which names the Landlord and property owner as additionally insured prior to approval.
26. **Additional rules** – Resident, occupants and guests shall follow all posted rules for use of common areas, playgrounds, parks, parking areas, and recreational facilities.

I/We have read the terms and conditions listed in this contract.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

B. Pets and Service Animals in HACC Housing

Animals may be approved to be present in HACC-owned or HACC-assisted units as:

A. Pets or

B. Service, Assistive, or Companion Animals as a HACC-approved Reasonable Accommodation for a person experiencing a disability.

A. PET RULES

The following rules shall govern the keeping of pets in and on properties owned, operated or assisted by HACC. This is inclusive of properties HACC owns and manages,
but does not apply to Section 8 tenant-based assistance. HACC permits the individual ownership of common household pets, but requires that this ownership not interfere with the
rights of neighbors and residents to clean, quiet, and safe surroundings. No feral (untamed or wild) animals will be approved.

Important: A Resident must provide required documentation as requested on HACC's Animal Registration and Authorization Form and receive HACC approval before bringing any pet to his/her leased HACC-assisted unit. The Resident must also provide a current A-52A at his/her annual eligibility review. Failure to do so may result in eviction action concerning the Resident.

All Residents are permitted ownership of common household pets, upon approval of HACC, with the understanding that the Resident will adhere to the following requirements.

1. Permitted Ownership

a. Dog

Maximum number - one (1)
Maximum adult weight - under 25 pounds or under 20" high, head to floor
Must be housebroken
Must be spayed or neutered. HACC will not approve a dog (puppy) which is too young to be spayed or neutered.
Must have all required inoculations.
Must be currently licensed at all times per State law and local ordinance. Species of dogs not permitted as pets: German Shepherd, Rottweiler, Doberman Pinscher, Pit Bull, Chow, Spitz; a mix of these breeds; dogs trained to attack; or others, as HACC may determine.

b. Cat

Maximum number - one (1)
Maximum adult weight - under 25 pounds or under 20" high, head to floor
Must be spayed or neutered. HACC will not approve a cat (kitten) which is too young to be spayed or neutered.
Must have all required inoculations.
Must be trained to use a litter box or other waste receptacle
Must be currently licensed at all times per State law or local ordinance.

c. Fish (20 gallon tank maximum)
d. Bird
e. Lizard (under 12 inches in length when full grown)

f. Turtle
g. Others, as otherwise determined appropriate by HACC.

A Resident agrees to keep no more than one cat or one dog. Resident may own 3 birds (as under prior agreement) or Resident may keep a maximum of 2 other small animals. For instance: 2 turtles, or 1 combination set such as 1 lizard and 1 turtle, etc.

2. Documentation and Approval

A Resident must provide required documentation as requested on HACC's Animal Registration and Authorization Form, and receive HACC approval before bringing a cat or dog to his/her leased HACC unit. A photo of the cat or dog will be placed in the Resident's file. The Resident must always keep inoculations and licenses current. The Resident must be prepared to present this information, whenever requested. Failure to do so may result in eviction action. HACC requires the following information:

Licensure with Clackamas County
Inoculation against rabies, distemper, parvo virus, others as applicable
Certification of Neutering/spaying
Documentation of present weight and height

3. Deposit

A Resident must pay HACC $200, for a cat or a dog, as a pet deposit when the cat or dog is approved. This deposit is refundable at the time Resident moves or disposes of the pet, less any charges for pet-related damage or costs incurred by HACC for pet disposition. HACC does not accept partial payments or installment payment of Pet Deposits.

4. Pet Restraint

a. A cat or dog must be kept inside the resident's residence, or if outside, always kept on a leash, secured in surrounding yard, as applicable to the site, and always under the continuous and complete control of the owner or handler. Tethering of pets is prohibited. No pet is allowed in common areas except for leaving and/or entering a Resident's dwelling. No pet is allowed to be loose on the site, roadways, or in surrounding areas. When transported outside the unit, but not leashed, the cat or dog must be carried in a proper cage.
b. All other animals are to be confined in a cage or aquarium: maximum capacity: 20 gallons. The Resident may not construct cages, containers, perches, etc. outside the unit or anywhere on the development site, unit porch, or yard areas.

5. Pet Care

a. A Resident must provide care for his/her pet in compliance with the Lease. Pets of non-HACC residents are not permitted on HACC sites. Residents must not feed or water stray animals. Pets are only to be fed and cared for inside the respective pet owner's unit.
b. A Resident must promptly dispose of pet waste (including litter) by placing it in a sealed plastic bag, and placing it in a proper trashcan or dumpster on-site. Pet waste may not be placed in any garbage chute or toilet facility. If HACC cleans up animal waste from HACC's property, from a neighbor's property, or from the pet owner's property, the Resident owner of the identified pet will be charged.
c. HACC has the right to inspect a pet owner's unit for compliance with Pet Rules. Examples are: (1) when violation of the pet agreement is suspected; (2) when the conduct or

condition of a pet constitutes a nuisance or a threat to the health, safety or peaceful enjoyment of the premises by other Residents or persons in the community, and/or an "emergency situation" appears to exist; (3) if there are concerns for the pet's well-being, and/or (4) if there is suspected damage to the unit. HACC will notify the Resident of this inspection in accordance with the Resident Lease.

d. Dogs must wear evidence of current licensing.

e. A pet shall not be permitted to interfere with the peaceful enjoyment of other Residents or neighbors by barking, howling, biting, scratching or exhibiting other nuisance activities or behavior.

f. It is the Resident's responsibility to make arrangements for the care of pets when Resident is absent, and to notify the Site Manager of these arrangements. A pet may not be left unattended for an unreasonable period of time. "Unreasonable" will depend on the circumstances of each case and the nature of the pet. If HACC determines that a concern or a pet rule violation exists, HACC will notify the owner. If the owner cannot be reached, HACC may contact the "person to call in emergency" listed on the pet registration/authorization form to attend to, or remove the animal. If HACC is unable to reach either above person, HACC may contact any authorized state or local agency to take custody of the animal. HACC accepts no responsibility for pets which need to be removed.

6. Pet-Related Liability Insurance (Renter's Insurance)

A pet owner may be liable for any injury or damage his/her pet causes to the person or property of another Resident, neighbor, HACC visitor, guest or staff person, or to HACC property. It is strongly recommended that a Resident, who owns a dog or cat, purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of his/her choice.

7. Visiting Pets - Visiting pets are not permitted under any circumstances.

B. SERVICE, ASSISTIVE, and COMPANION ANIMAL RULES

The following rules shall govern the keeping of Service, Assistive, and Companion (SAC) animals in and on properties owned, operated and assisted by HACC. HACC permits the individual ownership of Service, Assistive, and Companion animals, but requires that this ownership not interfere with the rights of neighbors and Residents to clean, quiet, and safe surroundings. The SAC animal owner must agree to these rules.

SAC animals are not pets. HACC's Disability Coordinator must approve the presence of a SAC animal as a reasonable accommodation for a disabling condition. A Resident experiencing a disability must provide required documentation and make arrangements with HACC before bringing the SAC animal to his/her leased HACC-assisted unit. Failure to do so may result in eviction action.

1. Permitted Ownership

a. Service Animal (animal trained for a specific function or service to a disabled person) (i.e., hearing dog, seeing eye dog, etc.) The need for the service animal must be physician-documented.

Maximum number - one (1); per household; exceptions, require HACC approval.
Must be housebroken
Must be spayed or neutered.
Must have all required inoculations, see list below
Must be licensed by State law and local ordinance.
HACC must approve the presence of service animals (otherwise excludable as in section **A. 1** above.)

b. Assistive Animal (animal trained to provide specific assistance to a disabled person, i.e. trained for assistance with walking, balance, or for self-care) Need must be physician-documented.

Maximum number - one (1); per household; exceptions, require HACC approval.
Must be housebroken
Must be spayed or neutered.
Must have all required inoculations, see list below
Must be licensed by State law or local ordinance.

c. Companion Animal (animal providing specific need to a disabled individual)
The need for the companion animal must be physician-documented.

Maximum number - one (1); per household; exceptions, require HACC approval. Size and breed as permitted in Pet Rules; exceptions, require HACC approval.
Must be housebroken.
Must be spayed or neutered. HACC will not approve a dog (puppy) or a cat (kitten) which is too young to be spayed or neutered.
Must have all required inoculations, see list below.
Must be licensed by State law and local ordinance.

2. Documentation and Approval

Some Residents experiencing a disability rely on a SAC animal. The SAC animal must be approved through the Reasonable Accommodation request process. HACC's Disability Coordinator will review this request. A Resident must provide required documentation on HACC's Animal Registration and Authorization Form and must receive approval from HACC before bringing SAC animal to his/her leased HACC unit. A photo of the SAC animal will be placed in the Resident's file. A Resident must provide information annually at the time of eligibility review indicating the continued need for the SAC animal and that the following are current, as applicable:

Verification that there is continued need for the presence of the SAC animal Licensure with Clackamas County, as applicable Inoculation against rabies, distemper, and parvo virus Certification of neutering/spaying

3. Deposit

HACC does not require a deposit for a SAC-approved animal. However, when a Resident moves or no longer needs the SAC animal, the Resident is responsible for any charges for SAC animal- related damage or costs incurred by HACC for repair or disposition of the SAC animal.

4. SAC Animal Restraint

a. The SAC animal must be kept inside the Resident's residence, or if outside, always kept on a leash, secured in surrounding yard, as applicable to the site, and always under the continuous and complete control of the owner or handler. No SAC animal is allowed in common areas except for leaving and/or entering a Resident's dwelling, or while directly providing assistance to the owner with a disability. No SAC animal is allowed to be loose on the site, roadways, or in surrounding areas.
b. SAC animals that are transported outside the unit, but are not leashed, must be carried in a proper cage. A Resident may not construct cages, containers, perches, etc. outside the unit or anywhere on the development site, unit porch, or yard areas for the SAC animal.

5. SAC Animal Care

a. A SAC animal is permitted as a reasonable accommodation for a person with a disability when approved by HACC. The owner of a SAC animal must care for the animal in a Lease- compliant manner. Only a specific designee shall assist the disabled Resident in the care of the SAC animal. Residents may not care for the SAC animals of non-HACC residents. The SAC animal shall not be left in the care of another HACC Resident in that Resident's unit.

b. SAC animals are only to be fed and cared for inside the respective owner's unit. A Resident must promptly dispose of SAC animal waste (including litter) by placing it in a sealed plastic bag, and placing it in a proper trashcan or dumpster on-site. SAC animal waste may not be placed in any garbage chute or toilet facility. If HACC cleans up animal waste from HACC's property, from a neighbor's property, or from the SAC animal owner's property, the Resident owner of the identified SAC animal will be charged.

c. HACC has the right to inspect an SAC animal owner's unit for compliance with these SAC Rules. Examples are: (1) when violation of this agreement is suspected; (2) when the conduct or condition of an SAC animal constitutes a nuisance or a threat to the health, safety or peaceful enjoyment of the premises by other Residents or persons in the community, (3) if there are concerns for the SAC animal's well-being, or (4) if there is suspected damage to the unit.

d. The SAC animal must wear evidence of current licensing.

e. The SAC animal shall not be permitted to interfere with the peaceful enjoyment of other Residents or neighbors by barking, howling, biting, scratching or exhibiting other nuisance activities or behavior.

f. It is the Resident's responsibility to make arrangements for care of SAC animals when the Resident is absent, and to notify the Site Manager of these arrangements. The SAC animal may not be left unattended for an unreasonable period of time. "Unreasonable" will depend on the circumstances of each case and the nature of the SAC animal. If HACC determines that a concern or a rule violation exists, HACC will notify the owner. If the owner cannot be reached, HACC may contact the "person to call in emergency" listed on the Reasonable Accommodation approval form, A-65, to attend to, or remove the animal. is unable to reach either above person, HACC may contact any authorized state or local If HACC agency to take custody of the animal, or HACC may enter the unit and remove the animal. HACC accepts no responsibility for SAC animals so removed.

6. SAC Animal-Related Liability Insurance (Renter's Insurance)

A SAC animal owner may be liable for any injury or damage his/her animal causes to the person or property of another Resident, neighbor, HACC visitor, guest or staff person, or to HACC property. It is strongly recommended that a Resident, who owns a SAC animal, purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of his/her choice.

Pets and Service Animals Agreement

I agree to adhere to the terms of this agreement and understand that should HACC determine that the conduct or condition of my approved animal constitutes a nuisance or a threat to the health and safety of other occupants or of other persons in the community, I will be responsible for permanently removing the animal from HACC's premises.

I agree that the cost of treatment of any infestation of animal parasites or pests or the elimination of odor problems in my unit due to the presence of my animal will be my responsibility.

I agree to comply with all City, County, or State codes regarding animal ownership.

I agree to immediately report any damage caused by my animal and to pay actual damages for repair to the premises or property.

I understand should any disputes arise between myself and management regarding an animal; I have the right to utilize the appropriate hearing or Grievance Procedure available to me.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

C. Pest Control Addendum

Date_____ Property name _____ Unit number _____

Resident name(s)_____

Resident address _____

It is our goal to maintain the highest quality living environment for our residents. We have inspected the unit prior to move-in and we have found there to be no rodents or pest infestations, and it is our hope that it remains that way. Residents have an important role in preventing and controlling pests. While the presence of pests is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by facilitating the identification of pests, minimizing an infestation, and limiting the spread.

Resident acknowledges that all furnishings and other personal property that will be moved into their residence are free of bed bugs or cockroaches. Resident agrees to maintain the premises in a manner that prevents infestation of pests' on the premises.

Resident agrees to uphold their responsibility in part by complying with the following list of responsibilities:

1. Resident shall practice good housekeeping, including the following:
   A. Resident shall remove clutter. Reducing clutter makes it possible to follow sound housekeeping practices and reduces places where pests, particularly bed bugs and cockroaches, can nest and hide.
   B. Resident shall keep their residence clean, vacuuming, mopping hard surfaces and dusting regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes and furniture. While cleaning, residents should look for signs of bed bugs and cockroaches, and report these immediately.
   C. Resident will inspect any second hand furniture, especially beds and mattresses, and ensure that it is free of pests before bringing it onto the premises.
   D. Resident shall not bring discarded items onto the premises or into their residence.
2. Resident shall report any problem immediately; specifically, resident shall:
   A. Report any signs of pests, especially bed bugs, immediately. Do not delay in reporting since pests can multiply rapidly and create a significant infestation.
   B. Report any maintenance needs immediately. Rodents, bed bugs and cockroaches prefer to hide in cracks, holes and other openings. Report any openings to management immediately to inspect and seal if necessary. Cockroaches are also drawn to moisture. Report any leaks or moisture problems immediately.
3. Resident shall cooperate with pest control measures, including:
   A. Pest Management Professionals must be given access to a rental residence upon reasonable (48 hour) notice to perform inspections. Inspections are necessary for everyone's health and safety, and it is a critical first step in our Integrated Pest Management protocol.
   B. Residents who require treatment for bedbugs, cockroaches and other infestations must comply with treatment preparation instructions prior to the date and time of the scheduled treatment specified on the 48-hour notice to enter.
4. Resident shall not sell, give away or leave infested furniture or other items in any common area of the property, in any other residence in the building, or set them next to a dumpster. If you need to dispose of infested items contact your building's office staff for the appropriate way to dispose of these items. There will be no disposal charges to residents for any pest infested items disposed of in accordance with our Pest Management Professionals' recommendations.
5. If the resident's residence cannot be treated due to the tenant's failure to properly prepare their unit or refusing access to their unit, HACC shall initiate lease enforcement actions against the resident and the resident shall be held responsible for all costs incurred by HACC up to the time of treatment or eviction.

Resident agrees that violation of any of the terms of this addendum constitutes a material noncompliance with the Rental Agreement and is grounds for eviction and/or other legal action by Owner/Agent. Pest control protocol may change as new research developments occur.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

D. SAFETY ADDENDUM

Date_____Property name_____Unit number_____

Resident name(s) _____

Resident address _____

Warning!! HACC and its agents cannot be responsible for watching and supervising children's activities. Various state and federal laws prohibit the Owner/Agent from imposing rules and regulations which discriminate against children. **Therefore, parents and those persons having care, custody or control of children are responsible for the supervision, safety and well-being of those children**. Following are some areas of the property that may pose special dangers to children and other individuals who may not be aware of the risks. This list is not meant to cover all possible dangers that may be present.

A. Windows

1) Open windows present a potential risk for falling.
2) Window screens are intended solely to keep bugs out. They are not intended to support a person's weight or prevent a person or object from falling from an open window
3) There is a risk of serious injury or death if a person leans against a screen or if an object is left leaning against a screen.
4) Parents must keep their children from sitting or playing on window sills, and for child safety, should keep windows shut and locked when children are left unattended.
5) Keep furniture and other objects on which a child can climb away from windows.
6) Window stops and other devices that restrict a window from opening are not provided by Owner/Agent because of the dangers associated with fire and the requirement that occupants can escape. If resident desires to use such devices they must be approved by Owner/Agent before being installed. Resident accepts full responsibility for the safe use of such devices.
7) Do not block windows in any way that would prevent exit in the event of a fire.

B. Use of Appliances

1) Stoves, ovens, and fireplaces can cause burns and start fires if not properly used and attended.
2) Hot water can cause burns if not properly used and attended.
3) Children can turn on stove burners and ovens. Never place anything on the stove, burners, or in the oven except when cooking.
4) Never allow anything, except approved plugs that are in good repair, to be placed in electrical sockets.

C. Parking Lots

1) Moving vehicles can cause serious injury or death.
2) It is hard to see any person moving around vehicles.
3) Riding bicycles, tricycles, skate boards, etc. in the parking area increases the risk to children because they may not be able to control their movements and are not easily seen.
4) Playing in or around vehicles is dangerous.

D. Dumpsters and Trash Compactors

1) Dumpsters can move or fall, causing injury or death.
2) Trash or items in the dumpster can fall causing injury or death.
3) Trash in or around the dumpster may contain dangerous items such as broken glass, chemicals or sharp objects.
4) Trash compactors include machinery that can cause serious injury or death if improperly used.

D. Water

1) Any location where water pools more than one inch deep poses the risk of drowning.
2) Danger can be present with bathtubs, sinks, buckets, fountains, streams, and ponds.

E. Balconies, Decks and Second Story Walkways

1) Small children can crawl through railings.
2) No one should climb on or over railings.
3) Throwing objects from balconies, decks and walkways can cause injury or death to persons below.
4) Do not place furniture or other objects on which a child can climb on or near railings.
5) Keep all stairways clear of debris or obstructions.
6) Report any damaged or loose railings to Owner/Agent immediately.

F. Play Areas

1) Improper use of play equipment can cause injury or death.
2) Any damaged or improperly working play equipment should be reported to Owner/Agent immediately.

Resident acknowledges that they have received a copy of these guidelines and agrees to follow them.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

E. MOLD AND MILDEW ADDENDUM

Date_____Property name_____Unit number_____

Resident name(s) _____

Resident address _____

Mold growth may occur where there is too much moisture, too little moisture removal or cold surfaces. To reduce potential mold growth, Resident(s) agree to the following guidelines:

A. Keep humidity indoors low, such as by:

1) Using bathroom fans during and after bathing/showering. If there is no fan, open a window for ventilation.
2) Using kitchen fan when cooking or boiling. If there is no fan, open a window for ventilation.
3) Covering fish tanks.
4) Keeping a minimal number of houseplants.
5) Keep indoor temperature moderately warm during the fall and winter. As low temperatures promote mold growth, keep the room temperature year around above 60 degrees, such as by:
6) Keeping the heat on in all rooms of your unit during colder months.
7) Keeping closet doors open.
8) Preventing cold surfaces by opening your blinds/shades during the day.
9) Allowing at least one inch between walls and furniture to allow for air movement and warming of surfaces.
10) Immediately take care of any spills or overflow from tubs, showers, sinks, etc. Thoroughly dry any spills onto carpets, floors or rugs.
11) Keep any ventilation systems clean and open to facilitated air flow. Do not tamper with ventilation systems or dehumidifiers and report any malfunctions immediately to Management.
12) Notify Management immediately if you notice any excess moisture, including water leakage or running water.

B. Clean often and thoroughly:

1) If mold does appear inside your unit, immediately scrub with soap and water, then rinse and dry.
2) Check and clean window tracks.
3) If mold reappears or you are unable to remove it, report the mold immediately to management.

Resident understands and agrees that failure to do any of the actions in this Mold & Mildew Addendum shall constitute a material non-compliance with the Rental Agreement. Resident will be financially responsible for all damage resulting from his/her failure to comply with this Mold & Mildew Addendum.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

F. RULES FOR PARKING OF MOTOR VEHICLES

1. HACC may designate parking spaces.
At HACC developments, which have parking lots, HACC may designate, by markings and/or signs, allowable uses for the space in the lots. Designations may include, but are not limited to, RESIDENT PARKING, VISITOR PARKING, HACC STAFF PARKING, DISABLED PARKING, NO PARKING, etc. Any space not otherwise marked is hereby designated for RESIDENT PARKING only.

2. Vehicle Registration. (Reserved)

3. Storage and Repairs.
Storage of boats, trailers, campers, canopies, automobiles, and anything else is prohibited in the parking areas. Repair of vehicles in the parking areas is prohibited.

4. Vehicles which <u>may</u> be parked.

a) A vehicle which is currently licensed and operable and which properly displays a current valid HACC registration sticker in the development at which the Resident lives; and/or
b) A vehicle parked in designated VISITOR PARKING space by a non-resident who is visiting Residents. Parking in these spaces is limited to the posted number of hours at any one time unless otherwise approved by HACC.

5. Vehicles which <u>may not</u> be parked.

a) A vehicle which is inoperable
b) A vehicle which is not registered with HACC, or which does not properly display a current valid HACC registration sticker;
c) A vehicle which is blocking the free flow of traffic through any parking areas;
d) A vehicle which is parked in a fire lane;
e) A vehicle which is creating a hazard to any Resident, Resident's property, HACC employee, or HACC property;
f) A vehicle which is parked in a VISITORS PARKING space for more than the posted number of hours at any one time, unless otherwise approved by HACC;
g) A vehicle being repaired;
h) A vehicle being stored on the lot;
i) A vehicle parked outside a designated space;
j) A vehicle parked in an inappropriate space, for example, a Resident-controlled vehicle parked in a VISITOR PARKING space; a visitor's vehicle parked in a RESIDENT PARKING space; or a Resident or visitor vehicle parked in a "HACC Staff Only" parking space, or
k) A vehicle registered at another HACC development.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

G. POOL - WADING POLICY & RULES

Residents may have wading pools within the lawn are of their residence provided the all members fo the household, visitors and guests comply with following rules for safety:

1. A responsible adult must be present at the pool when in used by children.
2. Immediately after each use the poll must be drained and stored on the patio in the upright position.
3. Pool must be used in different areas of your residence to prevent killing off grass.
4. Pool sizes may vary but the volume of water may not exceed 225 gallons.

The following penalties will be used in case of violation of this wading pool policy:

First Violation = Warning letter
Second Violation = Permanent Removal of Pool

I understand and agree to all the adding pool requirements, policy and penalties. I understand and will be held liable for any mishaps and/or damages including personal injury or drowning and damage to property caused by a wading pool in use at my residence.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

H. GRILLING & FIRE SAFETY RULES

1. No amount of flammable liquids in any type container should be kept in tenant storerooms
2. Amounts required for maintenance operations may be kept by the management if in proper containers. For portable containers, this would be safety cans.
3. If an amount greater than five gallons is required, it must be kept in a proper container in an inside storage room. The storage room should have a one hour fire resistive construction, proper electrical and heating equipment, vents, explosion relief, etc.
4. Fire doors must not be blocked open. This includes doors opening onto stairwells, fire doors dividing basements and other sections of the building, furnace doors, storage room doors, access to trash chute rooms, and similar locations. It is strongly recommended such doors be marked with an appropriate sign, such as "FIRE DOOR, DO NOT BLOCK OPEN." This could be either a sign attached to the door or painted directly on the door. Such signs will be required where continued violations are found.
5. No storage is permitted in stairwells and exit ways. This includes bicycles, tricycles and baby carriages in particular.
6. No storage of any type is permitted in heating and air conditioning rooms of those residences having individual units.
7. Storage rooms must be kept in a neat and orderly condition. Old newspapers, rubbish, and trash shall not be stored unless in covered metal containers.
8. Lint from dryers is also a possible fire hazard. Commercial dryers must have a vent from the drying chamber directly to the outside. When ordinary home dryers are used and lint is not properly disposed, outside venting will be required.
9. Residence building numbers must be clearly posted and visible from the street.
10. It is required that all smoke detectors and carbon monoxide (CO^2) detectors be tested annually. A written record of these inspections must be kept on file, and a copy of the annual inspection of all smoke detectors must be forwarded to the Fire Marshal's Office.
11. Upon written request of the occupant to the owner, a smoke detector assigned for the deaf or hearing impaired must be furnished to all occupants who are hearing impaired or deaf.

MAINTENANCE

The owner/occupant shall be responsible for the safe and proper maintenance of the building, structure, premises, or lot at all times. In all new and existing buildings and structures, the fire protection equipment, means of egress, fire and smoke alarms, devices and safeguards required by the fire prevention code and other jurisdictional ordinances, shall be maintained in a safe and proper operating condition.

OCCUPANT RESPONSIBILITY

If an occupant of a building creates conditions in violation of the fire prevention code by virtue of improper storage, handling and use of substances, materials, devices and appliances, the occupant can be held responsible for the abatement or removal of such conditions.

Head of Household: _____

Co-Head of Household: _____

Date: _____

Copy of Lease to Tenant (Initial): _____

HACC Representative: _____

Attachment C
Strategy for Addressing Housing Needs

Introduction

The Housing Authority of Clackamas County (HACC) is committed to affirmatively furthering fair housing and contributing to the elimination of impediments to fair housing choice as described in 24 CFR Part 570.601 and the Furthering Fair Housing Executive Order 11063, as amended by Executive Order 12259.

Currently the Clackamas County Housing and Community Division (HCD), is working with local Fair Housing Partners and is participating in a Regional Fair Housing Collaboration. HCD is comprised of HACC and Community Development (CD)

LOCAL EFFORTS

HCD assembled a Fair Housing Partners group to identify goals and strategies to improve housing choices in Clackamas County. HCD's Fair Housing local partners include; the cities, towns and hamlets in Clackamas County, Clackamas County Social Services Division (SSD), Clackamas County Department of Transportation and Development (DTD), the Fair Housing Council of Oregon (FHCO) and, Legal Aid Services of Oregon (LASO).

Six (6) general fair housing goals were identified:

Goal I**:** Fair housing laws are enforced
Goal II: People and agencies/institutions know about fair housing
Goal III: Integrative patterns are promoted
Goal IV: Fair housing is attained regionally
Goal V: All rental housing is habitable
Goal VI: Actions are guided by local and regional data

REGIONAL EFFORTS

Clackamas County meets quarterly with regional partners to coordinate fair housing efforts, data collection, training and events. Regional partners include: Multnomah County, Washington County, Clark County (WA), City of Portland, City of Gresham, and the City of Beaverton. In addition, there are several agencies that provide fair housing service in the county, including the United States Department of Housing and Urban Development, The Fair Housing Council of Oregon, Legal Aid Services of Oregon and Clackamas County Social Services Division, Housing Rights and Resources Program.

Regional partners intend to move to a regional Analysis of Impediments to Fair Housing study and regional data collection in order to plan more effective training events and strategies to reduce housing discrimination and increase housing choice for residents in the Portland metropolitan area housing market. Regional partners are also working to align their fair housing efforts with the public housing authorities plans to increase access to housing.

Statewide Goals of the Fair Housing Council of Oregon:

The Fair Housing Council of Oregon (FHCO) has contracts with the state of Oregon and with several local governments to provide fair housing training to tenants and landlords. FHCO has assembled a group of fair housing partners to coordinate fair housing activities, training and events. The first meeting was held on May 6, 2014 to discuss needs for education and outreach, audit testing needs (to find out if landlords are discriminating against protected classes of people) and, other identified by local agencies. FHCO is also being asked by partners to collect and analyze housing discrimination data to report out to partners.

Oregon state laws have changed to prohibit source of income in Section 8

Attachment C
Strategy for Addressing Housing Needs

Effective July 1, 2014, landlords cannot refuse to rent to an applicant, or treat an applicant or tenant differently, because the applicant is using a Section 8 voucher or other local, state, or federal rental housing assistance. Nor can landlords advertise "no Section 8." Landlords can still screen and reject any applicant, including those with a Section 8 voucher, for past conduct and ability to pay rent.

Prior to passage of House Bill 2639 in 2013, the "source of income" category explicitly excluded federal rent assistance, which primarily refers to the Section 8 Housing Choice Voucher program; this exclusion meant that Oregon landlords could refuse to rent to applicants, or even to consider them, just because they had a Section 8 voucher. The new law removed that exception and explicitly stated that Section 8 or any other local, state, or federal housing assistance is included in the source of income protection. Oregon Revised Statute 659A.421 (1) (d).

The new law also creates the Housing Choice Landlord Guarantee Program, to compensate landlords for damages incurred as a result of tenancies by Section 8 voucher holders.

Clackamas County Actions Taken in 2013-2014 and Analysis of Impact

Strategy	Primary Partners (Lead in **BOLD**)	Accomplishments
Commit to countywide and regional support to continue and enhance enforcement of fair housing laws	**SSD** HACC CD	SSD has annual contracts with the Fair Housing Council of Oregon FHCO ($10,770) and Legal Aid Services of Oregon (LASO) ($81,250) to provide enforcement of fair housing laws. FHCO assisted 209 people with housing information. 31 (15%) were Latino and 12 (6%) were African American. CD is meeting regularly with regional partners to discuss audit testing options.
Improve access to fair housing information	SSD **CD** HACC	HCD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.
Expand opportunities for tenants using Housing Choice Vouchers	**HACC**	The Housing Authority of Clackamas County has landlord outreach materials posted on the HACC website: http://www.clackamas.us/housingauthority/ 2014 Landlord Training Events: April 7th, 2014- Oregon Landlord Tenant Law May 30th, 2014- HB 2639 New Section 8 Law Outreach for all of these events were done by the following: • Direct email invitations to our landlord email list • Announcements on the Metro Multi Family Calendar of events • Fair Housing Council of Oregon Announcements • Promoted on HACC Website • Word of mouth through property management companies, etc **Landlord Newsletters** were distributed to all landlords in Summer 2013, Fall -Winter 2013/14 and Spring 2014. The newsletters are posted at the HACC website.

Attachment C
Strategy for Addressing Housing Needs

Ensure that the Housing Authority of Clackamas County includes wait list and housing recipients data for the annual Fair Housing report	**HACC**	The April 2014 HACC waitlist for housing vouchers has 1,750 households. 287 (16%) are elderly and 633 (36%) have disabilities. 185 (10%) are Black, 94(5%) are Hispanic, 41(2%) are Native American and 45 (3%) are Asian or Pacific Islanders. 1,572 (90%) are in extremely low income households.

Housing Needs.

Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing		
	# of Families	% of Total Families
Waiting List Total	2,839	100%
Section 8 Waiting List	870	31%
Public Housing Waiting List	1,969	69%
Extremely Low Income <= 30% of AMI	2,448	86%
Very Low Income <= 50% of AMI	312	11%
Low Income <= 80% of AMI	57	2%
Above 80% of AMI	22	1%
Elderly or Near Elderly	432	15%
Non-Elderly	2,654	93%
Disabled Head of Household	767	27%
White	2,006	71%
Black/African American	576	20%
American Indian/Alaska Native	118	4%
Asian	75	3%
Native Hawaiian/Pacific Island	46	1%
Hispanic	247	9%
Non-Hispanic	2,592	91%
Characteristics by Bedroom Size (Public Housing Only)		
0 BR	0	0%
1 BR	512	26%
2 BR	378	15%
3 BR	715	36%
4 BR	364	18%

** The Clackamas County average family size of 3 was used to for baseline AMI data.*
*** Elderly is defined as 65 years and over. Near Elderly*
**** Disability Status Reflects American Community Survey 2009 Data*

Attachment C
Strategy for Addressing Housing Needs

PRIORITY HOUSING NEEDS (households)		Priority		Unmet Need
Renter	Small Related	0-30%	H	1,595
		31-50%	H	1,779
		51-80%	H	1,421
	Large Related	0-30%	H	360
		31-50%	H	640
		51-80%	H	554
	Elderly	0-30%	H	1,074
		31-50%	H	1,101
		51-80%	H	915
	All Other	0-30%	M	1,446
		31-50%	M	1,415
		51-80%	M	1.156
Non-Homeless Special Needs	Elderly	0-80%	H	11,446
	Frail Elderly	0-80%	H	1,223
	Severe Mental Illness	0-80%	H	2,879
	Physical Disability	0-80%	H	575
	Developmental Disability	0-80%	H	1,248
	Alcohol/Drug Abuse	0-80%	H	3,069
	HIV/AIDS	0-80%	M	278
	Victims of Domestic	0-80%	H	218

Non-Homeless Special Needs Data Source – Oregon Office of Housing & Community Service Report 2/19/10
All others - HUD CHAS database
2011-2016 Clackamas County Consolidated Plan

Attachment D

Deconcentration Policy

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2] HACC's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of HACC's deconcentration policies must be in included in its annual plan [24 CFR 903.7(b)]. HACC's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c)(5)]. Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by HACC with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by HACC with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c)(1)] To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, HACC must comply with the following steps: Step 1. HACC must determine the average income of all families residing in all HACC's covered developments. HACC may use the median income, instead of average income, provided that HACC includes a written explanation in its annual plan justifying the use of median income. HACC Policy HACC will determine the average income of all families in all covered developments on an annual basis. Step 2. HACC must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, HACC has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD. HACC Policy HACC will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis. Step 3. HACC must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low income family (30% of median income).

Health, Housing
& Human Services
CLACKAMAS COUNTY

Chuck Robbins, *Executive Director*
Housing Authority of Clackamas County

EQUAL HOUSING OPPORTUNITY

ATTACHMENT E

January 13, 2016

2016-2017 Annual CFP Submission Statement of Significant Amendment

Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification":

Discretionary changes (changes which are not mandated by regulation) in the plans or policies of the HACC which fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Housing Authority Commissioners. Discretionary changes include Capital Fund items that have a total expense in excess of $250,000 in any single grant year.

Sincerely,

Chuck Robbins

Executive Director

Healthy Families. Strong Communities.
P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045-0510 • Phone (503) 655-8267 • Fax (503) 655-8676
TDD 503-655-8639 **www.clackamas.us/housingauthority**

ATTACHMENT F
Statement of Capital Improvements

January 13, 2016

2015 Capital Fund Completed Projects

- Project # 15001 AMP Wide Cabinet Replacement - $47,652.60
- Project # 15004 Asbestos Abatement Services - $4,502.00
- Project # 15007 AMP Wide Flooring (On Demand) - $43,085.85
- Project # 15008 Operations Office HVAC Upgrade - $10,598.00
- Project # 15009 OCVM & Scattered Site Roof Project - $96,100.00
- Project # 15010 Clackamas Heights Deck Project - $128,800.00
- Project # 15011 Scattered Sites Furnace Project - $78,764.00
- Project # 15012 Green Physical Needs Assessment and Energy Audit - $19,325.00
- Project # 15013 Hillside Manor Lower Door Work and Entry System - $25,450.00
- Project # 15014 Hillside Manor Security and Camera Upgrade - $62,742.51
- Total completed Capital Fund Work 2015 = $527,019.96

2016 Capital Fund Projects

- Project #15002 – Modernization of 10 Dwelling Units - $750,000.00.
- Project #16001 – AMP Wide Cabinet Replacement Project - $50,000.00. On demand two year contract.
-

ATTACHMENT F

Housing Authority of Clackamas County
2016 Capital Fund Budget Summary

	2016 Physical Needs Assessment	Physical Needs Hard Cost Total	Clackamas Heights AMP 1	Hillside Park AMP 3	Oregon City View Manor AMP 4	Hillside Manor AMP 5	Scattered Sites AMP 2	Admin/ Maintenance Buildings	Community Centers/ Laundry	Non-Dwelling Space
	Physical Needs Assessment	$ 33,835,317	$ 7,860,195	$ 6,751,208	$ 6,245,589	$ 6,608,732	$ 4,759,891	$ 937,100	$ 92,602	$ 580,000
	Physical Needs Assessment (Over 20 years)	$ 44,958,033	$ 11,629,148	$ 9,689,180	$ 8,447,987	$ 8,756,260	$ 6,435,458			
	Cost per unit per year (Over 20 years)		$ 116,291	$ 96,892	$ 84,480	$ 87,563	$ 44,691			
Acct #	**2015 Capital Fund Budget**	Total Budgeted Costs								
1406	HA-Wide Operations (20% Max)	$ 173,500								
1408	HA-Wide Management Improvement	$ 2,000								
	Administration (10% Max w/o in house A&E)									
1410	Central Office, Capital Fund admin and audit	$ 86,750								
1410	CFP Capital Improvement Coordinator A&E design work	$ 45,200								
1411	Audit	$ 6,500								
	PHA Wide Fees and Costs									
1430	Architectural, engineering, consulting; mold asbestos testing & remediation, other related expenses	$ 35,000								
	PHA Wide Site Improvements									
1450	Paving, fencing, landscape, garden, utilities, 504 accomodation	$ 40,000								
	PHA Wide Dwelling Improvement									
1460	Cabinets, doors, plumbing, HVAC, siding windows, roofs, kitchens, porches, patios, 504 accomodations	$ 417,000								
	PHA Wide Dwelling Equipment									
1465	Ranges and refrigerators	$ -								
	PHA Wide Non-Dwelling Equipment									
1475	Tools, equipment, furnishings, vehicles, Office equipment	$ 44,879								
1495	Relocation Costs	$ 10,000								
	Asset Managed Properties - specific projects									
1450	Site Work (concrete, drive, walks, landscape, drainage	$ -								
1460	Dwelling Renovation (Bath, Kitchen, Cabinets, Floooring etc.)	$ -								
1460	Energy Improvements per Energy Audit	$ -								
1470	Non-Dwelling Renovation (flooring, HVAC, windows, siding, cabinets, paint, etc.)	$ 7,500								
	Grand Total Capital Fund Budget	$ 868,329								

ATTACHMENT G

VAWA Statement

Housing Authority of Clackamas County (HACC) addresses VAWA in the Section 8 Housing Choice Voucher Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy. The responsibility of not terminating families from housing for reasons that fall under the VAWA regulation is particularly addressed. We conduct emergency transfers for victims of domestic violence in our housing programs.

We provide preference vouchers for those who are victims of Domestic Violence. We partner with several community partners like Los Niños Cuentan, Clackamas Women's Services, and Northwest Housing Alternatives to administer the Domestic Violence preference vouchers.

In addition, we are in continuous contact with County and City agencies, including the various law enforcement agencies, for cases with Domestic Violence activity.

HACC funds a transitional housing program, Shelter + Care tenant based voucher, and a project –based voucher housing programs under the Continuum of Care, where many victims of Domestic Violence are housed and provided services.

In summary, we follow the VAWA program policies and regulations with the goal of providing safeguards for the families falling under the VAWA related program requirements and refer households, as needed, to local domestic violence service provider partners. HACC has amended all its policies to comply with VAWA.

X_____

Chuck Robbins
Executive Director

_____

Date

Certifications of Compliance with PHA Plans and Related Regulations ***(Standard, Troubled, HCV-Only, and High Performer PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 02/29/2016**

PHA Certifications of Compliance with the PHA Plan and Related Regulations including Required Civil Rights Certifications

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 7/1/2016, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2017

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official Chuck Robbins	Title Executive Director
Signature	Date 1/21/16

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

ATTACHMENT H

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Chuck Robbins, the Executive Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of Clackamas County
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of Impediments (AI) to Fair Housing Choice of the

Clackamas County
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

Housing Authority of Clackamas County works closely with Community Development on Clackamas County's Consolidated Plan and the Analysis of Impediments.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title Executive Director
Chuck Robbins	
Signature	Date 1/21/16

form **HUD-50077-SL** (12/2014)

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing Authority of Clackamas County
PHA Name

OR001
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Chuck Robbins	Title	Executive Director
Signature		Date	1/21/16

ATTACHMENT I

PUBLIC HEARING NOTICE

The Housing Authority of Clackamas County Board of Commissioners will hold a Public Hearing at the Public Services Building, located at 2051 Kaen Road, #409, Oregon City, OR 97045 on Thursday March 17th, 2016 at 6pm. The Public Hearing is scheduled to cover the Housing Authority of Clackamas County's (HACC) Draft 2016-2017 Annual Plan.

The Annual Plan provides details about HACC's immediate operations, programs, services, and program participants. It also describes HACC's strategy for handling operational concerns, program and service delivery, and resident concerns and needs during the upcoming fiscal year.

HACC has developed its Plan in compliance with the Quality Housing and Work Responsibility Act of 1998 and Federal Register, Docket No. FR-4829-N-01.

Housing Choice Voucher recipients, public housing residents, resident councils, organizations, and the general public are encouraged to attend and submit suggestions, recommendations, comments and ideas on the Annual Plan.

The Draft Plan is available for review from January 23rd, 2016 through March 8th, 2016. Copies can be obtained online at **http://www.clackamas.us/housingauthority/** and hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, HACC's Property Management Offices at 13900 South Gain Street, Oregon City, and HACC's Hillside Manor Office at 2889 S.E. Hillside Court, Milwaukie, OR. HACC's offices are open Monday through Thursday 8am to 6pm. The Plan can also be viewed at the Clackamas County Library, 16201 SE Mcloughlin, Oak Grove, OR.

Written comments should be directed to Elizabeth Miller, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045, or by email at emiller@clackamas.us. Comments must be received by 5:00 PM on March 8th, 2016.

Reasonable accommodation will be provided for any individual with a disability

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting the Section 504 Coordinator. Determinations on requests for reasonable accommodation will be made on a case-by-case basis. All requests must be made at least 5 days before the meeting date.

Contact: Chuck Robbins, Housing Authority of Clackamas County, 13930 S. Gain St., Oregon City, Oregon 97045. Telephone: (503) 655-5666. E-Mail: chuckrob@co.clackams.or.us.

ATTACHMENT J

HACC ANNUAL PLAN 2016-2017
1.14.16 RAB MEETING MINUTES

10:00-10:20 Welcome and Introductions Chuck Robbins

Agency Overview:

- The Annual Plan we will discuss today covers FY2017 (July 1, 2016 - June 30, 2017)
- The Annual Plan states our mission, activities and progress on meeting goals and objectives from the previous year.
- Housing Choice Voucher Program received "Standard PHA" due to compliance with HUD's budget cuts.
  Public Housing scored 92/100, putting Public Housing as a high performer
  HACC has old housing but we were still able to maintain HUD's highest standards.
  HACC is the first HA in Oregon. PH act signed in 1937, CH built in 1938.
  2 programs – PH & S8
  Section 8 jumped down to Standard performer. Nothing to do with the work, staff, clients. Basically, HACC is being punished by doing everything HUD asked us to do. Sequestration cut budgets across the board. HUD wanted us to cut spending, which meant we stopped issuing vouchers. We dropped lease-up rate to below 98%, causing us to rank as a standard performer.
- Public Housing received a score of 92 out of a possible 100, awarding them as "High Performer" status another year.
- HACC is planning for RAD application
- The purpose of the Annual Plan is to provide accountability and transparency concerning policies, rules and plans around HACC's operations.

Q: Does the Standard Performer status increase our inspections from annual to every three years?
A: No, it has to do with being able to go after different funds. Based on all the work that has been done this year, we will have no problem reaching High performer status this year.

We are looking at our Public Housing (PH) units to figure out how we can continue to maintain them. HUD doesn't give us enough money to maintain the units. HUD gives us an opportunity to apply for RAD when we look at redeveloping our PH. We are in the early planning stages. Regardless of what happens, residents are our number one concern. Residents are protected under the Relocation Act. You would be relocated to a comparable unit. We will be working closely with the residents.

Question: Regarding the Forrest Edge evacuation, do the landlords/apt owners help with relocation or is it the Housing Authority's responsibility? It's a partnership. With Forrest Edge, we have multiple agencies providing services to assist in relocation. Social Services provides hotel vouchers for up to 3 weeks. HACC is helping families find new apartments. The landlord should refund rent and security deposit back. Red Cross was involved, local churches and other local non-profits.

10:20-10:40 HCV (S8) Updates - Review Attachment A Toni Karter

Because of sequestration: HUD allowed us waiver of 2 policies.

- If you have less than $5,000 in your bank account, then you don't have to provide bank statements.
- Second waiver, HUD does a study, what is average rent in the market and they come up with Fair Market Rent (FMR). FMR is about 30% below what the market rent is. With a Reasonable Accommodation, payment standards can be adjusted to 110% of FMR. HUD requires a waiver request for anything above 110%.

Online orientation: instead of coming in for an orientation & briefing material, you can access them online.
Remove $50 minimum rent for Veterans in the VASH program.

Tenant Based Rental Assistance (TBRA): HACC was awarded $100,000/year for 2 years. The rental assistance is tied to the Reboot NW participants. To be eligible, you must be a veteran or long-term unemployed and interested in Technology and Manufacturing. Another use of these funds is to allow for rental assistance in a natural disaster situation.
Portability: If you want to port, you can give a 30 day notice. HUD changed some of rules a bit and clients now get assistance from the PHA in identifying the location to mail their voucher if they request that assistance and clients get 30 additional days to search by the receiving PHA and clients also now get automatic
Tolling: a client finds a unit, turns in paperwork, landlord backs out after 10 days, S8 will add 10 days to the number of days you have before your voucher expires.
Cost effective option: if client is given the choice of a month to month lease at a higher cost or a 12 month lease with a monthly discount, then the difference in cost will come out of client's pocket, not HACC, allowing us to help more families.
Prorated family: a prorated family is when not everyone in the household is a citizen. A lot of families in the terrible rental market, are paying 100% of their income in rent. Our policy doesn't prohibit us from approving this. The change in policy will allow us to deny a unit if they will pay more than 80% of their income on rent.
Zero income: the policy change allows HACC to request zero income families to report their income quarterly. We also hope to connect with families better to offer resources in their community and we also have an obligation to seek to reduce fraud.
Add a preference for Veteran's: Social service agencies can also access additional money if we provide a veteran preference.
Adding chronic homeless individual preference: The County has made it a mission to end homelessness and this is our contribution.

Q: Does preference mean you jump ahead of other people in line?
A: Yes, HACC has determined that there are some circumstances where certain folks should receive a preference.
We want our most vulnerable folks housed first (Domestic violence victims, chronically homeless, Veterans etc).
S8 has thirteen (13) preferences. PH has zero (0). We have removed many preferences over the last few years.
HACC used to have about 120 vacancies per year, but those were all filled with preference households. Which meant we were not pulling anyone off the waiting list. With the reduction in preferences we were able to pull nearly 800 names off the wait list and still honor all the preference families with vouchers this year.

Q: Preferences come through a referral agency?
A: Yes. Preference clients come to use through an agency. You cannot self proclaim anything there must be proof of homelessness, veteran status, and domestic violence.

Adding Ch. 18 to Policy Book: Adding policy for TBRA and for the Shelter + Care (S+C) Program. S+C is run similar to S8, but uses the housing first model. HACC has to accept these homeless clients regardless of criminal history.
Removing preference: clients in the S+C program had the option to graduate to a regular S8 voucher, once stable in their housing. We are going to keep clients in the S+C program but remove the option for them to graduate to regular S8 voucher.

Q: Why can't all the money be combined and just go to housing everyone?
A: Great idea, but HUD is very strict about how the money is spent. PH & S8 can't even share office space.

Adding Preference: VASH serves homeless veterans. VASH clients receive services, rent assistance and a case manager. We only get 46 total VASH vouchers. In order to continue to serve the veterans, once the client was stable, the preference allows the VASH client to graduate to S8. Thereby making room for another homeless disabled veteran to access this valuable VASH voucher resource.

10:40-11:30 Annual Plan Review: Agency Policy Revisions Elizabeth Miller

There are 2 policy changes
1.) Strategy for Addressing Housing Needs (Attachment C)
2.) Public Housing Pet Policy and Rich will talk more about that a little bit later.

Attachment C: Strategy for Addressing Housing Needs: Elizabeth Miller

Health, Housing & Human Services
CLACKAMAS COUNTY

Chuck Robbins, *Executive Director*
Housing Authority of Clackamas County

There are 2 parts to our strategy for addressing housing needs.

- Fair Housing Plan and Chuck will talk more about that later.
- Housing Needs Assessment. HACC is currently conducting a Housing Needs Assessment. We have a PSU Intern who has been working really hard for the past few months gathering data and putting together a draft housing needs assessment. She is about 1 month from completing that draft.

  A huge piece of the HNA is the rent study. She put together a list of as many apartments as she could find in Clackamas County, then contacted each one for unit information and rent information. She has info on over 150 apartment complexes in Clackamas County.

  That data will then be put on a map by the County's GIS team. This will help us identify where the gaps are, what sort of housing we need to build.

On page 19, you will see some data on our current waiting lists. We have been pulling from our lists at a steady pace.

- In 2015, there were 1,387 households on the section 8 waiting list, now there is only 870
- In 2015, there were 2,722 households on Public Housing WL, now there is less than 2,000

Attachment D: Deconcentration Policy Chuck Robbins

The intent is that we don't place all of our clients in one area. We are a little bit hamstrung with the parks. Our plan is to develop mixed income housing. Also find ways to limit development of new housing in concentrated areas. Also, potentially mixed income housing. Easton Ridge is a good example. 80% of the 264 units need to be available to 60% area medium income or below. The rest of the 20% is available to any income (market units).

Q: Isn't it cheaper to maintain units when they are all together?
A: Yes, it can be cheaper when they are closer together. Our scattered sites can be more expensive because they are scattered throughout the county instead of in one area.

Annual Plan: New Activities (B.2) Chuck Robbins

- Mixed Finance Modernization or Development: develop new affordable housing projects. Potentially building new veteran housing project. There is Alcohol & Drug Free housing being built right now, called Town Center Greens (TCG), to be completed in August 2016. The idea is households in recovery will have a place to stay.

Q: When you talk about disabled housing, what about disabled children who are in the household?
A: If they were a veteran then they are eligible. The disabled category includes "veterans"

Q: Is there a plan to build disabled housing?
A: Not in the works, but we are open to all ideas and if the need is there, we are interested.

Q: Why isn't there housing for families with disabled children?
A: Non-profit developer received funds to build veteran housing. That doesn't mean we aren't going to build that sort of housing, it just means there isn't a project in the planning stages.

- Rental Assistance Demonstration (RAD) program: in order to go through the RAD program, we have to demonstrate the need. We have to determine if we can continue to maintain our properties. We completed a Green Physical Needs Assessment (GPNA). The older the projects, the more they will cost to maintain. We will need to invest about 2 million to maintain our units per year. GPNA didn't even consider the upgrades need for the infrastructure. RAD allows us to do a number of things with PH. We can sell PH and take that money to build new housing. PH can't incur debt. Hillside Manor (HM) is tired but structurally sound. Can't incur debt to do the upgrades. RAD

helps you convert PH to Project Based Vouchers. Then you can use the money to modernize HM. Milwaukie has great access to services. We are looking at redeveloping Hillside property.

Development Objectives:

- If we knock down 1 PH unit, we develop 4 times that many. If we sell 200 units, we build 800.
- We want to make sure if there is any new development, funds get distributed to HACC so we can continue to operate in the black.
- Minimize relocation costs. We want to make sure there is a place that you can move to, so the only cost is moving your things.
- We want to make sure your standard of living is improved.
- Increase access to services.
- De-concentrating: Not putting all the housing in one place. Build small projects in various locations around the county.

Q: Is there a plan to convert HM?
A: Yes, we are looking at potentially modernizing HM.

- Project Based Vouchers (PBV) again this year. S8 is tenant based vouchers; PBV is where the voucher stays with unit not the tenant.

- Modernize our units.

Q: last year we talked about Clackamas Heights (CH) redevelopment, what happened to that plan?
A: It takes a long time, and we are still exploring all of our options under RAD. CH wasn't our first choice for redevelopment. Limited in transportation and services. Hillside in more urban areas. Mayor of Milwaukie is excited to redevelop. There is also redevelop going on sound of Hillside Park. If we do any development, we have development objectives.

Q: Has HA considered hiring a part time grant writer?
A: It's tough to find grant money for operations. We are federally funded and have to comply with fair housing.

New Affirmatively Furthering Fair Housing (AFFH) Policy. HUD won't approve our 5-year plan until we comply with the New AFFH.

11:30 – 11:45 Break for Lunch

11:45-12:00 Capital Fund Overview (B.5) Josh Teigen

First unit vacant and you go through the relocation, asbestos abatement.
We have a 10 unit project going out for bid. That project should get started pretty quickly.

Q: When will the rest of the decks be complete at CH?
A: It depends on how bad the decks are. Maintenance determined which decks were to be replaced.

Next year, 10 unit modernization, $750,000. 1 CH unit, 1 Oregon City View Manor unit, 6 Scattered Sites; 2 Hillside Park ADA units

Cabinet contract will be out for bid

Q: Who determines maintenance priorities?
A: Maintenance reviews each unit annually and determines if things need to be replaced.

There are some maintenance issues that need to be addressed.
Insulation issues in the duplex units. It's the age of the buildings.
The issues that we are having is the reason we are looking at the RAD application to demonstrate to HUD that we cannot maintain these units any longer.

Attachment F: 2016 Capital Fund Budget Summary

Q: Does that money sit there? Are we investing?
A: We are awarded a grant every year. We have to obligate 90% of the grant year. We have 4 years to spend the grant in full.

We have to put out a RFP for each contract. We have to accept the lowest bid. Unless there is a reason they didn't include something.

12:00-12:45 Public Housing Updates: Attachment B Rich Malloy

Public Housing is revising the Lease Agreement. More readable, easier to understand, more user friendly.
There have not been substantial changes to the lease. We will go through the lease agreement and proposed changes.
Lease hasn't been reviewed by legal counsel.

Pet Policy Discussion. 2 pets per house allowed.
Trespass Unit: trespassed person in the unit. We can't charge the tenant. Interestingly, when we got this lease. Section
Marijuana is still not ok – recreation or medical.

Q: Where is the trespass clause?

Comment: residents of Public Housing requested clarification on the Pet Policy. A few questions to be answered?
How many pets are allowed?
Does that include Service Animals?
What if you already have 2 pets, can the resident be "grandfathered" in?

We will probably have residents sign the new lease at their annual re-exam.

A lot of what was in the handbook is now in the lease agreement as addendums.

If we do make changes to the lease agreement, there has to be a 60 day notice by mail. We are looking at summer before we include it in the annual recertifications.

12:45-12:50 Annual Plan Timeline Elizabeth Miller

- After this meeting, any recommendations will be considered and the Plan will be updated accordingly.
- Then the New Draft Plan is open for public review for 45 calendar days starting Friday, January 23 and ending March 8th. Comments received during this period will be considered and the plan will be updated accordingly.
- On March 17, 2016, there will be a Public Hearing on the Plan before the Board of Commissioners
- On March 31, 2016, we hope to get the Commissioners final approval.
- On or before April 7, 2016 We will submit the plan to HUD for review
- The Plan will become effective 7/1/2016

12:50-1pm Questions and Answers All

Miller, Elizabeth

From: Miller, Elizabeth
Sent: Wednesday, March 09, 2016 11:53 AM
To: 'Tom Cusack'
Subject: RE: Comments on the PHA Annual Plan

Tom –

Thank you for your comments. I will include them as comments in our Annual Plan.

1. The Housing Authority payment standards had to be increased to comply with the Regulatory requirement of being within 90% of FMRs. Due to the current market conditions of a less than 3% vacancy rate in our County and less than .5% vacancy in affordable housing, HACC has already adopted 100% of FMR payment standards for 0, 1, and 2 bedroom and 90% of FMRs for 3 and above bedrooms for the newly published FMR's effective February 1, 2016. At this time, below is the data on rent burden to families, unfortunately the PIC module is "under revisions" for detailing the race and ethnicity of these families:

Rent Burden as a % of Family Adjusted Income

Rent Burden (Tenant-Based Vouchers Only and Excluding Mixed Families)

Public Housing Agency	30(%)	31-35(%)	36-40
OR	51	18	
OR001 - Clackamas	51	15	

2. We have already adopted the streamlined rules and will continue to adopt

Thank you again for your comments,

Elizabeth Miller I Planning and Administrative Services Manager
Housing Authority of Clackamas County
503-655-8279

From: Tom Cusack [mailto:housepdx@gmail.com]
Sent: Tuesday, March 08, 2016 2:33 PM
To: Miller, Elizabeth <EMiller@co.clackamas.or.us>
Subject: Comments on the PHA Annual Plan

Hi, Elizabeth this is Tom Cusack in Lake Oswego. As you may know I write the Oregon Housing Blog.

I have two initial comments on the draft PHA annual plan

1. HUD published revised Portland metro FMR's in the Federal Register in early February 2016. https://www.federalregister.gov/articles/2016/02/03/2016-01920/final-fair-market-rents-for-the-housing-choice-voucher-program-and-moderate-rehabilitation-single

.

The plan should include a listing of the proposed revised payment standards and a description of any changes in payment standard areas from the prior year.

As part of the process for determining payment standard revisions the admin plan calls the PHA to evaluate cost burdens. I suggest you include in your payment standard process discussion above the % of voucher

households who are paying more than 30% of income for rent. (excluding over housed households), including a breakout by race and ethnicity.

2. HUD has now published in the Federal Register final rules for streamlining of the housing voucher and public housing program. [https://www.gpo.gov/fdsys/pkg/FR-2016-03-08/pdf/2016-04901.pdf
The plan should include a timetable for adoption of the flexibilities permitted by the final rules including, but not limited to, the authority to adopt exception payment standards up to 120% of the FMR as a reasonable accommodation for persons with disabilities.

Thank you ,
Tom Cusack

Spam
Not spam
Forget previous vote