

July 21, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to enter into a Housing Assistance Payment Contract with Town Center Greens Limited Partnership for 21 Project Based Vouchers to Town Center Courtyards Apartments

Purpose/Outcomes	Defines Payment Requirements for Project Based Rental Assistance for 21 units at Town Center Courtyards Apartments located at 11475 SE 85th, Happy Valley, OR 97086
Dollar Amount and Fiscal Impact	\$287,028 per year for a total contract duration total of \$4,305,420.
Funding Source	U.S. Department of Housing and Urban Development. No General Funds used.
Duration	August 1, 2016 - July 31, 2031 (15 years)
Previous Board Action	The Housing Authority of Clackamas County Board of Commissioners approved the award of 21 Project Based Vouchers on 12/18/2014 through Resolution #1908
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	7885

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the of Health, Housing and Human Services Department , requests approval to enter into HAP Contract with Town Center Green Limited Partnership to complete the award of 21 Project Based Vouchers (PBVs) for Town Center Courtyards property located at 11475 SE 85th, Happy Valley, OR 97086.

Central City Concern (CCC) responded to an RFP with a project proposal to build 60 units of a mix of one, two and three-bedroom units that will be affordable to households below 60% of the area median income. The apartments are designated for homeless families recovering from alcohol or drug addiction. Wrap around services are provided on and off site to these families to maintain stabilization and obtain self-sufficiency. The property is located close to Clackamas Town Center, transit lines and other services. The Board approved the award of 21 PBV units to CCC Town Center Courtyard on December 18, 2014. HACC is now prepared to enter into a Housing Assistance Payment (HAP) contract with CCC for the PBVs at Town Center Courtyard.

RECOMMENDATION:

Staff recommends the Board approval to enter into a HAP Contract with CCC effective August 1, 2016. Additionally staff recommend the Board authorizes Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 1 OF HAP CONTRACT

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Housing Authority of Clackamas County (PHA) and

Town Center Greens Limited Partnership (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

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EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (Check the applicable box.)

1. **Single-Stage Project**

This is a single-stage project.

For all contract units, the effective date of the HAP contract is:

August 1, 2016.

The PHA enters the effective date, and executes the HAP contract, after completion and PHA acceptance of all units in the single stage project.

2. **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed in stages" (starting on page 8).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage. (See 24 CFR 983.206(c).)

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e. Term of the HAP contract

1. Beginning of Term

The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is: August 1, 2016 - July 31, 2031.

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than fifteen years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements.

A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

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f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may only cover the period the unit remains vacant.
- c. The PHA may only make vacancy payments to the owner if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner’s knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

1. Except as provided in paragraphs g.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph g.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. The PHA and owner must comply with all HUD requirements regarding income mixing.

5. The following specifies the number of contract units (if any):
- a. Designated for occupancy by disabled families;
 - b. Designated for occupancy by elderly families;
 - c. Designated for occupancy by elderly or disabled families; or
 - d. Designated for occupancy by families receiving supportive services.

Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled families: 21.

Check this box if any contract units are designated for elderly families.

The following number of contract units shall be rented to elderly families:
_____.

Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families:
_____.

Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families receiving supportive services: _____.

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EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
Housing Authority of Clackamas County OR001
By: Signature of authorized representative
Chuck Robbins, Executive Director Name and official title (Print)
Date
OWNER Name of Owner (Print)
through its General Partner Central City Concern
By: Signature of authorized representative
Name and title (Print)
Date

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EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

<p>STAGE NO. 1. The Contract is hereby executed for the contract units in this stage.</p> <p>STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:</p>
<p>PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)</p>
<p> </p>
<p>By<</p>
<p>Signature of authorized representative</p>
<p>Name and official title (Print) Date</p>
<p>OWNER Name of Owner (Print)</p>
<p> </p>
<p>By<</p>
<p>Signature of authorized representative</p>
<p>Name and title (Print) Date</p>

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<p>STAGE NO. 2. The Contract is hereby executed for the contract units in this stage.</p> <p>STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:</p>
<p>PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)</p>
<p> </p>
<p>By< Signature of authorized representative</p>
<p>Name and official title (Print) Date</p>
<p>OWNER Name of Owner (Print)</p>
<p> </p>
<p>By< Signature of authorized representative</p>
<p>Name and title (Print) Date</p>
<p> </p>

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STAGE NO. 3. The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:

PUBLIC HOUSING AGENCY (PHA)
Name of PHA (Print)

By<
Signature of authorized representative

Name and official title (Print)
Date

OWNER
Name of Owner (Print)

By<
Signature of authorized representative

Name and title (Print)
Date

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<p>STAGE NO. ____ The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:</p>
<p>PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)</p>
<p> </p>
<p>B{< Signature of authorized representative</p>
<p>Name and official title (Print) Date</p>
<p>OWNER Name of Owner (Print)</p>
<p> </p>
<p>By< Signature of authorized representative</p>
<p>Name and title (Print)</p>
<p>F cvg</p>

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Exhibit Attachment

Housing Assistance Payments Contract for Project-Based Assistance

Exhibit A: This contract covers the project called Town Center Courtyards. This project consists of 60 units, located at 11475 SE 85th, Happy Valley, Oregon 97086. 21 units are awarded Project Based Vouchers under this contract.

The following units are receiving housing assistance as described below under the Project Based Voucher Program through the Housing Authority of Clackamas County:

Unit	Bedrooms	Contract Rent	Utility Allowance	Gross Rent
106	2	1074	81	1155
107	2	1074	81	1155
108	2	1074	81	1155
109	2	1074	81	1155
114	2	1074	81	1155
115	2	1074	81	1155
121	3	1269	99	1368
202	3	1269	99	1368
206	2	1074	81	1155
207	2	1074	81	1155
208	2	1074	81	1155
209	2	1074	81	1155
213	3	1269	99	1368
221	3	1269	99	1368
302	3	1269	99	1368
306	2	1074	81	1155
307	2	1074	81	1155
308	2	1074	81	1155
309	2	1074	81	1155
313	3	1269	99	1368
321	3	1269	99	1368

As per the contract the Housing Authority of Clackamas County is opting to not make any vacancy loss payments.

Exhibit B: The units listed in the contract will be used to serve (target population participants with income at or below 40% MFI. Preference will be given to households at or under 30% MFI, homeless or at risk of institutionalization and disabled.

Owner will provide standard maintenance to the property

Exhibit C: Owner will pay for water, sewer and garbage. Owner will provide a range and refrigerator in each unit. Tenant will pay for all electricity.

Exhibit D: Town Center Courtyards is a 60 unit apartment building that provides affordable apartments and supportive services to very low-income, homeless families. Town Center Courtyards is an alcohol and drug-free environment that provides safe and supportive housing to help residents stabilize and redirect their lives toward self-sufficiency, physical and economic well-being. The PBV's will be made available to this general population.

Town Center Courtyards was constructed in 2016 and is in compliance with Section 504. For new construction Section 504 requires that 5% of the units must be accessible to individuals with mobility impairments and 2% must be accessible to individuals with sensory impairments. At Town Center Courtyards 3 units are fully ADA accessible, including bathrooms. These units are units 117, 113, 111. There are 4 ADA parking spaces in the lot.