

COPY

August 15, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute a contract between Housing Authority of Clackamas County (HACC) and A-1 Quality Construction for on-demand removal and replacement of flooring in Public Housing units

Purpose/Outcomes	Approval to execute a contract between Housing Authority of Clackamas County (HACC) and A-1 Quality Construction for on-demand removal and replacement of flooring in Public Housing units
Dollar Amount and Fiscal Impact	Not to Exceed sum of \$250,000
Funding Source	U.S. Housing & Urban Development (HUD) Federal Capital Grant Funds No County General Funds are involved
Duration	August 30, 2019 through August 30, 2021
Previous Board Action	none
Strategic Plan Alignment	1. Sustainable and Affordable housing 2. Ensure safe, healthy and secure communities
Counsel Review	July 1, 2019
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	9418

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S) is seeking approval to execute a contract between HACC and A-1 Quality Construction, LLC for removal and replacement of flooring in Public Housing units.

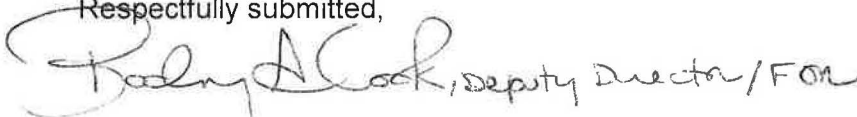
The Housing Authority of Clackamas County (HACC) issues an on-demand contract every two years to remove and replace flooring in Public Housing units, as needed. Replacing flooring in a timely manner allows HACC to maintain its High Performer status and prevent safety hazards.

A-1 Quality Construction was selected through a competitive Request for Proposal process. The scope of work includes full and partial repair and replacement of flooring in Public Housing units. The last 2-year contract resulted in new flooring for sixty-five public housing units.

RECOMMENDATION:

Staff recommends the Board approval the contract with A-1 Quality Construction. Staff further recommends authorizing Richard Swift, H3S Director to sign all contractual documents on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

FORM OF CONTRACT
PROJECT #19012
Contract #c014-19

THIS AGREEMENT made this **30** day of **July** in the year 2019 by and between **A-1 QUALITY CONSTRUCTION (Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **HACC WIDE FLOORING 2019-2021**, a prevailing wage project, **#19012**, in strict accordance with the Scope of Work referred to herein, which said Scope of Work and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed one hundred twenty six thousand six hundred eighty eight dollars and seventy two cents. **(\$250,000.00)**.

ARTICLE 3. Contract Dates. The following critical dates are hereby set for the HACC WIDE FLOORING 2019-2021 PROJECT. Time is of the essence.

- A. START DATE: August 30, 2019**
- B. SUBSTANTIAL COMPLETION DATE: N/A**
- C. FINAL COMPLETION DATE: August 30, 2021**

ARTICLE 4. Contract Documents. The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 5. Indemnity. The Contractor agrees to indemnify, save harmless and defend the PHA, its officers, elected officials, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees. This provision shall survive termination or expiration of this Contract.

ARTICLE 6. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

ARTICLE 7. Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 8. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

ARTICLE 9. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

ARTICLE 10. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

ARTICLE 11. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

ARTICLE 12. The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

ARTICLE 13. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

ARTICLE 14. Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

ARTICLE 15. CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

ARTICLE 16. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

ARTICLE 17. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

ARTICLE 18. Tax Laws.

18.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.2 Contractor represents and warrants that, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

ARTICLE 19. Additional Terms

- (1) **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) **Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (4) **Debt Limitation.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- (5) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (6) **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- (7) **No Third Party Beneficiaries.** PHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- (8) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (9) **Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced therein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Contractor, by the signature hereto of its authorized representative, is an independent contractor, acknowledges having read and understood this contract, and contractor agrees to be bound by its terms and conditions.

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August 15, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Request Approval to Apply for Additional Mainstream Vouchers providing Rental Assistance to Non-elderly disabled families through the Notice of Funding Availability

Purpose/Outcomes	Requesting approval to apply for additional Mainstream Vouchers that provide rental assistance to non-elderly disabled families through the Notice of Funding Availability (NOFA)
Dollar Amount and Fiscal Impact	Maximum grant award of 20 vouchers at an estimated value of \$193,200/annually No County General Funds
Funding Source	U.S. Department of Housing & Urban Development Funds
Duration	02/01/2020 - 01/31/2021 (Annually Renewable)
Previous Board Action	May 17, 2018 received approval to apply and were awarded 41 Mainstream Vouchers
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for additional Mainstream Vouchers through U.S. Department of Housing & Urban Development's (HUD) notice of funding availability.

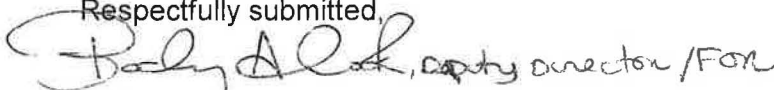
HACC currently provides rent assistance to 116 families through the Mainstream Voucher program, 41 of those were awarded last year. With an anticipated award of 20 new Mainstream vouchers, HACC will be able to provide rent assistance to 20 additional non-elderly and disabled families.

Given our current housing crisis, additional rental assistance is needed and HACC seeks to increase the number of vouchers available to Clackamas County residents and assist more families in need of rental assistance.

RECOMMENDATION:

Staff recommends the HACC Board's approval to apply for additional Mainstream Vouchers. Additionally, staff recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the Mainstream NOFA.

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services

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August 15, 2019

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Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to apply for a grant for 25 new limited term vouchers for
Foster Youth to Independence Rental Assistance Program

Purpose/Outcomes	Approval to apply for a grant for 25 limited term, foster youth to independence rental assistance vouchers
Dollar Amount and Fiscal Impact	Maximum grant award of 25 vouchers at an estimated value of \$241,500 No County General Funds
Funding Source	U.S. Department of Housing & Urban Development Funds
Duration	10/01/2019 – 09/30/2020
Previous Board Action	No previous Board Action
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for grant funds to assist Foster Care youth graduating out of the system. This grant would provide up to 25 Foster Youth rental assistance and wrap around case management for 36 months to promote a path to self-sufficiency.

The U.S. Department of Housing and Urban Development (HUD) is allowing Public Housing Authorities to apply for this new initiative entitled Foster Youth to Independence (FYI) to serve children impacted by Foster Care. This funding will serve children ages 16-24, who have left foster care, or will leave foster care within 90 days, and are homeless or at risk of becoming homeless. If awarded, HACC will provide monthly rental assistance and services through a partnership with our State Child Welfare agency, to help youth become stable and begin working towards self-sufficiency.

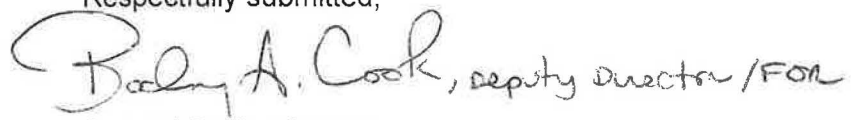
HUD is investing in local, collaborative efforts to prevent and end homelessness among youth with a history of child welfare involvement. The success of the program depends heavily on a partnership between HACC and Oregon State Department of Child Welfare. This program has never been awarded in Clackamas County and would be a great new resource for youth exiting the Foster Care system. The grant is expected to be awarded by year end 2019.

RECOMMENDATION:

Staff recommends the HACC Board's approval to apply for the FYI grant and enter into a Memorandum of Understanding (MOU) with the Oregon State Department of Child Welfare. Additionally, staff recommends the Board authorize Jill Smith, HACC Executive Director, to sign all documents related to the FYI grant and MOU.

Healthy Families. Strong Communities.

Respectfully submitted,

Handwritten signature of Bailey A. Cook, deputy director / FOR

Richard Swift, Director
Health, Housing & Human Services

August 15, 2019

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Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Resolution No. 1939 Authorizing the Execution, Acknowledgement and Delivery of Transaction Documents for the Hillside Manor Rehabilitation Project

Purpose/Outcomes	Approve Resolution No 1939 authorizing: <ol style="list-style-type: none"> a. Authorization for the the Solicitation of a Lender and Investor, Execution, Acknowledgement and Delivery of Project Documents, Certain Expenditures, and Related Matters, for the Hillside Manor Project b. Authorization to Subdivide the Hillside Manor from the Hillside Park Property c. Delegation of signing authority to the Director of Health, Housing and Human Services, the Executive Director of the Authority and the Director of Housing Development, each as an Authorized Representative with authority to finalize the terms of, and execute, acknowledge and deliver the Letters of Intent (LOIs) and any documents reasonably necessary to carry out the subdivision of the Property.
Dollar Amount and Fiscal Impact	Limited costs associated with subdivision of property and formation of legal entity
Funding Source(s)	4% Low Income Housing Tax Credits (LIHTC), Housing Preservation Funds (OHCS), Perm Loan, HACC Seller Financing
Duration	August 2019 through project closing
Previous Board Action	The Board discussed the delegation of signing authority at executive session on August 6, 2019
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract Number	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department requests approval for the Solicitation of a Lender and Investor, Execution, Acknowledgement and Delivery of Project Documents, Certain Expenditures, and Related Matters, for the Hillside Manor Project. In addition, HACC requests approval of Delegation of signing authority to the Director of Health, Housing and Human Services, the Executive Director of the Housing Authority and the Director of Housing Development, each as an Authorized Representative with authority to finalize the terms of, and execute, acknowledge and deliver the LOIs and any documents reasonably necessary to carry out the subdivision of the Property. Approval of the authorization request allows the project to move forward to closing. Hillside Manor is a 100 unit, 9 story residential building, originally constructed in 1970, serving low income households with incomes between 0 - 80% Area Median Income (AMI). The building has been owned and operated by the Housing Authority of Clackamas County (HACC)

since original construction. In December of 2017, HACC received approval from the US Department of Housing and Urban Development (HUD) to convert Hillside Manor to a project based Section 8 subsidy under the Rental Assistance Demonstration (RAD) program for Public Housing properties. RAD enables HACC to pursue funding through the Low Income Housing Tax Credit (LIHTC) program to leverage debt and other fund sources and complete renovations on the building.

All of the transaction documents have been prepared and reviewed by outside legal counsel. HACC has retained Kantor Taylor as our Tax Credit Counsel. Kantor Taylor has thoroughly reviewed and edited all of the Transaction Documents. The documents have also been reviewed by Clackamas County Counsel.

Once these authorizations have been granted, the project will proceed to closing in early Spring of 2020. In order to ensure an efficient and timely process for approving the numerous documents that are part of the project, HACC is requesting authorization for the HACC Executive Director and Director of Housing Development to execute and deliver the Transaction Documents. The request for Signing Authority is consistent with what was granted for the Easton Ridge and Rosewood Terrace projects.

The rehabilitation of Hillside Manor is a vital part of the Housing Authority's development strategy in meeting its goal of creating 1,000 new units of affordable housing. Approval of these documents constitutes the County's binding commitment to complete this project and will allow the Hillside Manor Project to move forward on schedule.

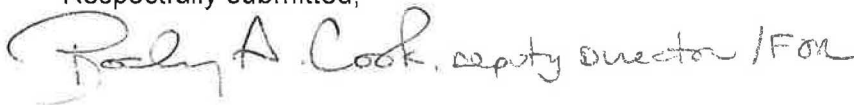
All documents have been reviewed and approved by Clackamas County Counsel.

RECOMMENDATION:

Staff recommends the Board approve Resolution 1939:

- a. Authorizing the Solicitation of a Lender and Investor, Execution, Acknowledgement and Delivery of Project Documents, Certain Expenditures, and Related Matters, for the Hillside Manor Project
- b. Authorizing the subdivision of the Hillside Manor from the Hillside Park Property
- c. Delegating signing authority to the Director of Health, Housing and Human Services, the Executive Director of the Authority and the Director of Housing Development, each as an Authorized Representative with authority to finalize the terms of, and execute, acknowledge and deliver the LOIs and any documents reasonably necessary to carry out the subdivision of the Property.

Respectfully submitted,

Handwritten signature of Richard Swift, Director of Health, Housing and Human Services.

Richard Swift, Director
Health, Housing and Human Services

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BEFORE THE BOARD OF COMMISSIONERS

OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY

In the Matter of Authorizing the Solicitation of a Lender and Investor, Execution, Acknowledgement and Delivery of Project Documents, Certain Expenditures, and Related Matters, for the Hillside Manor Project

RESOLUTION

NO. 1939

Page 1 of 4

WHEREAS, the Housing Authority of Clackamas County (“**Authority**”) works to provide affordable multifamily housing for persons and families of lower income pursuant to Oregon Revised Statutes (“ORS”) 456.005 through 456.235; and

WHEREAS, the Authority owns and operates the housing projects known as Hillside Manor and Hillside Park (collectively the “**Hillside Properties**”), located on a parcel of land commonly described as 2889 SE Hillside Court, Milwaukie, OR 97222 (the “**Property**”); and

WHEREAS, the Authority desires to refinance and rehabilitate the Hillside Properties; and

WHEREAS, the Authority has determined that it is in the best interest of the Authority to rehabilitate the Hillside Properties in separate stages, and that Hillside Manor shall be the first of the Hillside Properties to undergo refinancing and rehabilitation (the “**Project**”); and

WHEREAS, the Authority has determined that in order to facilitate the Project, the Authority must subdivide the Property so that Hillside Manor and Hillside Park are on separate parcels; and

WHEREAS, ORS 456.120(18) provides that a housing authority may enter in a partnership agreement in order to finance, plan, undertake, construct, acquire or operate a housing project; and

WHEREAS, the Authority has determined that it is in the best interest of the Authority and the Project to form a limited partnership to be known as Hillside Manor Limited Partnership (the “**Partnership**”) for the purpose of carrying out the Project, in which the Authority shall be the sole initial limited partner; and

WHEREAS, ORS 456.120(20) provides that a housing authority may enter in a limited liability company agreement in order to further the purposes of the housing authority; and

WHEREAS, the Authority has determined that it is in the best interest of the Authority and the Project to form a limited liability company to be known as Hillside Manor GP LLC to be the general partner of the Partnership (the "**General Partner**"), in which the Authority shall be the sole member; and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project to obtain a low-income housing tax credit investment from an equity investor for purposes of providing a portion of the financing the Project (the "**LP Investment**"); and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project to take all actions reasonably necessary to solicit an LP Investment, including releasing a Request for Proposals ("**RFP**"), executing a non-binding letter of intent ("**Investor LOI**") with the selected investor; and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project for the Authority to take all actions reasonably necessary to solicit a construction loan for purposes of financing the Project (the "**Construction Loan**") including releasing an RFP, executing a loan term sheet with the selected lender (the "**Construction Lender Term Sheet**") and making a customary good faith deposit with the selected lender in order to facilitate the lender's due diligence activities (the "**Construction Loan Good Faith Deposit**"); and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project for the Authority to take all actions reasonably necessary to solicit a permanent mortgage loan for purposes of financing the Project (the "**Permanent Loan**") including releasing an RFP, executing a loan term sheet with the selected lender (the "**Permanent Lender Term Sheet**" and along with the Investor LOI and the Construction Lender Term Sheet, the "**LOIs**"), and making a customary good faith deposit with the selected lender in order to facilitate the lender's due diligence activities (the "**Permanent Loan Good Faith Deposit**" and along with the Construction Loan Good Faith Deposit, the "**Good Faith Deposits**"); and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project for the Authority to complete a U.S. Housing and Urban Development ("**HUD**") Rental Assistance Demonstration Program ("**RAD**") transaction to convert the public housing units in the Project to RAD units; and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project for the Authority to investigate all available options with HUD under RAD to arrive at a financing plan necessary to complete the Project, including converting at least 75 percent of public housing units in a project under RAD and converting through disposition up to 25 percent of public housing units within the project to Section 8 project-based voucher assistance (the "**75/25 Option**").

NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY

Section 1. Authorization to Subdivide the Property.

The Authority, in its own capacity or as the sole member general partner of the Partnership, is hereby authorized to subdivide the Property in order to facilitate the Project, provided that ownership of the Property remains vested in the Authority or the Partnership. The Authority is further Authorized to execute any documents reasonably necessary to complete the subdivision, including entering into any necessary easements for the benefit of the Project or Hillside Park.

Section 2. Authorization to Form the General Partner and Partnership.

The Authority, in its own capacity, is hereby authorized to execute and deliver such documents as may be necessary for the formation of the General Partner including but not limited to the following:

- a) A Certificate of Formation of the Partnership to be filed with the Secretary of State of the State of Oregon;
- b) An Operating Agreement with the Authority as the sole member;

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to execute and deliver such documents as may be necessary for the formation of the Partnership including but not limited to the following:

- a) A Certificate of Limited Partnership of the Partnership to be filed with the Secretary of State of the State of Oregon identifying the General Partner as the general partner;
- b) An Agreement of Limited Partnership between the General Partner as general partner and the Authority as the initial limited partner.

Section 3. Authorization to Solicit Offers from an Equity Investor.

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to take any actions reasonably necessary to solicit the LP investment, including, but not limited to, releasing an RFP and executing an LOI with the selected investor.

Section 4. Authorization to Solicit Offers from a Construction Loan Lender.

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to take any actions reasonably necessary to solicit offers for the Construction Loan, including, but not limited to, releasing an RFP, executing a Construction Lender Term Sheet and making the Construction Lender Good Faith Deposit.

Section 5. Authorization to Solicit Offers from a Permanent Loan Lender.

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to take any actions reasonably necessary to solicit offers for the Permanent Loan, including, but not limited to, releasing an RFP, executing a Permanent Lender Term Sheet and making the Permanent Lender Good Faith Deposit.

Section 6. Authorization to Pursue RAD Financing Options with HUD

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to take any actions reasonably necessary to investigate all available options with HUD under RAD to arrive at a financing plan necessary to complete the Project, including the 75/25 Option.

Section 7. Delegation.

The Executive Director of the Authority, the Director of Health, Housing and Human Services, and the Director of Housing Development is each an Authorized Representative, and each may individually, on behalf of the Authority, in its own capacity or as the general partner of the Partnership, and without further action by the Board, finalize the terms of, and execute, acknowledge and deliver the LOIs and any documents reasonably necessary to carry out the subdivision of the Property.

Be it further resolved, that to the extent any action, agreement, document or certification has heretofore been taken, executed, delivered or performed by an Authorized Representative named in these Resolutions on behalf of the Authority, acting in its own capacity or as general partner of the Partnership, and in furtherance of the Project, the same is hereby ratified and affirmed.

DATED THIS ____ DAY OF JULY, 2019

BOARD OF COMMISSIONERS FOR THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY

Chair

Recording Secretary

APPROVED AS TO FORM

COUNSEL FOR HOUSING AUTHORITY
OF CLACKAMAS COUNTY, OREGON

COPY

August 8, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval of Easement for the City of Milwaukie allowing the installation of a Storm Water Pipe on the Hillside Public Housing Property

Purpose/Outcomes	Easement agreement between Housing Authority and the City of Milwaukie to install a storm water drainage system on the perimeter of the property.
Dollar Amount and Fiscal Impact	No fiscal impact to the Housing Authority
Funding Source	No Funding Source Required
Safety Impact	Enables the city to provide safe and compliant storm water management for the neighborhood.
Duration	Date agreement is executed and up to the point of termination as noted in the agreement.
Previous Board Action	N/A
Strategic Plan Alignment	1. Sustainable and Affordable housing 2. Ensure safe, healthy and secure community infrastructure
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	


BACKGROUND:

The City of Milwaukie is requesting the execution of an easement agreement that would enable the city to install and maintain a storm water pipe along the west and south perimeters of the Housing Authority's Hillside public housing property. This storm water pipe will serve the greater neighborhood around Hillside Manor and Park. The pipe will be installed along the property line and will not adversely affect the housing structures or housing management activity of the Housing Authority. The City plans to begin construction on this project this fall and complete the project by the summer of 2020.

RECOMMENDATION:

Staff recommends the approval to of this Easement Agreement between the Housing Authority and The City of Milwaukie. This approval will require the signature of the Board Chair of the Clackamas County Commissioners.

Respectfully submitted,

 *Richard A. Swift, Director / FOR*

Richard Swift, Director
 Health, Housing & Human Services

AFTER RECORDING RETURN TO:

CITY OF MILWAUKIE
ATTENTION CITY MANAGER
10722 SE MAIN STREET
MILWAUKIE OR 97222

UNTIL A CHANGE IS REQUESTED
SEND TAX STATEMENTS TO:
NO CHANGE

This space is reserved for recorder's use.

STORM DRAINAGE UTILITY EASEMENT

THIS STORM DRAINAGE UTILITY EASEMENT (hereinafter referred to as this "***Easement***") is entered into as of the ____ day of _____, 20__ (the "***Effective Date***"), by and between **Housing Authority of Clackamas County**, ("***Grantor***"), and **the City of Milwaukie**, an Oregon municipal corporation ("***the City***").

RECITALS

A. Grantor owns of record certain real property located in Clackamas County, Oregon and legally described on the attached and incorporated Exhibit A ("***Grantor's Property***").

B. The City desires a variable width, permanent, non-exclusive easement upon Grantor's Property for the purpose of laying out, installing, replacing and maintaining underground pipes, lines, or other storm drainage infrastructure (collectively the "***Storm Drainage Improvements***") and doing all things reasonably necessary to maintain the Storm Drainage Improvements within the Easement Area. The legal description and graphic depiction of each portion of Grantor's Property subject to the Easement is depicted on the attached and incorporated Exhibit B (collectively, the "***Easement Area***").

C. The City desires a variable width, temporary construction, non-exclusive easement upon Grantor's Property for construction purposes, which shall terminate upon acceptance of the Storm Drainage Improvements by the City. The legal description and graphic depiction of each portion of the Grantor's Property subject to the Easement is depicted on the attached and incorporated Exhibit C (collectively the "***Temporary Easement Area***").

C. Grantor desires to grant such an easement to the City, pursuant to the terms set forth in this Easement.

AGREEMENT

1. Grant of Easement. Grantor, in consideration of as well as the mutual benefit hereby gained, which benefit is hereby acknowledged by the Grantor, does hereby grant, bargain, and convey unto the City, a non-exclusive easement, consisting of a variable width strip of property depicted on Exhibit B as the Easement Area, solely for the purpose of laying out, installing, replacing and maintaining the Storm Drainage Improvements and doing all things reasonably necessary to maintain the Storm Drainage Improvements within the Easement Area. This Easement does not grant or convey to the City any interest in the surface of the Easement Area except as is reasonably necessary for the location, maintenance, and repair of the Storm Drainage Improvements. The City may not place any permanent or temporary structures on Grantor's Property without the express written consent of Grantor. Any use of Grantor's Property other than those reasonably necessary to repair and maintain the Storm Drainage Improvements is strictly prohibited and shall constitute a trespass unless otherwise agreed to in writing.

Grantor further agrees that no building or other improvement shall be erected upon said Easement Area by Grantor, or by Grantor's successors, assignees or lessees, without the written consent of the City.

2. Grant of Temporary Easement. Grantor, in consideration of as well as the mutual benefit hereby gained, which benefit is hereby acknowledged by the Grantor, does hereby grant, bargain, and convey unto the City, a temporary, non-exclusive easement, as depicted on Exhibit C, solely for the purpose of construction-related activities, including, but not limited to, construction staging and storage during construction of the Storm Drainage Improvements.

The temporary easement granted hereunder shall terminate upon completion of the Storm Drainage Improvements by the City.

3. Covenant Not to Interfere. The City's use of the Easement Area shall, to the maximum extent practical, be performed in a manner that does not interfere with, damage, disturb, hinder, or prevent the use and enjoyment of Grantor's Property. In the event the City's rights granted hereunder require use of the Easement Area in a manner that does interfere, damage, disturb, hinder, or prevent use of Grantor's Property, the parties shall agree, in writing, to a mutually acceptable date and time for such use to occur in a manner that limits the impact to Grantor. The City may, in the event of an emergency, use the Easement Area without prior written agreement by the parties. No advance notice is required for routine maintenance and repair of the Storm Drainage Improvements provided such maintenance and repair does not interfere with Grantor's use and enjoyment of its Property.

4. Maintenance and Repair. The City agrees to maintain and keep the Storm Drainage Improvements in good condition and repair. In maintaining the Storm Drainage Improvements, the City shall have a temporary, nonexclusive license for access across Grantor's Property at reasonable times and under conditions that do not unreasonably interfere with the use of Grantor's Property by Grantors, or by Grantor's successors, assignees or lessees.

5. Access to the Easement Area. The City may enter the Easement Area during Grantor's normal business hours (Monday through Friday, 7:00 a.m. – 6:00 p.m.) to perform the work contemplated by this Easement (the "**Work**"), subject to the remaining terms and conditions of this Easement. Grantor, for itself and its successors and assigns, reserves the right to use and enjoy the surface of the Easement Area, from time to time, in any manner not inconsistent with this Easement, and the City shall not impair in any material respect the ability of Grantor or its assignees to so use and enjoy the Easement Area, for such purposes and in such manner as is not inconsistent with the City's use thereof. Except for the temporary license provided for in Section 4 above, it is understood that the easement herein granted does not convey any right or interest in any other portion of Grantor's Property, and, except as otherwise provided in this Easement, the City shall not have any rights to access, conduct work, or otherwise, as to any portion of Grantor's Property, other than the Easement Area. All Work done in connection with this Easement shall be obtained and paid for by, and be the sole responsibility of, the City, and shall be performed by the City's agents or contractors; provided, however, that Grantor shall cooperate with the City, its agents and contractors to a commercially reasonable extent at no cost or expense to Grantor.

6. Notification of Access. Except for routine maintenance and repair or in the event of an emergency, the City shall not, and its contractors and agents will not, enter onto the Easement Area, without at least twenty-four (24) hours prior written notice to Grantor, which notice shall generally describe the nature of Work which is to take place.

7. Safety Precautions. The City and its agents and contractors shall comply with all applicable laws, ordinances, regulations and permits, as applicable in performing any Work or causing any Work to be performed on Grantor's Property. The City further represents and warrants that it will not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Easement Area or Grantor's Property. The term "Hazardous Substance" means any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any applicable environmental law

8. Termination. This Easement shall terminate, and the Easement Area extinguished, by operation of law if the following events occur: (1) Grantees remove or disconnect the Storm Drainage Improvements, and work to rebuild or reconnect is not commenced within ninety (90) days after the date of removal or disconnection, or such other time as reasonably agreed to by the parties; or (2) by written mutual consent of the parties. Grantor may terminate this Agreement, and extinguish this Easement, if, after thirty (30) days' notice and opportunity to cure, the City violates any material term or condition of this

Easement and provided such Storm Drainage Improvements are either inactive or have been relocated. If this Easement is terminated and the Easement extinguished, Grantor may, without notice to the City, record an easement termination document in the real property records of Clackamas County, Oregon.

After termination of this Easement and extinguishment of the easement granted herein, the City, at the City's expense, shall upon demand remove any and all of the City's property from the Easement Area and restore the Easement Area and surrounding area to Grantor's reasonable satisfaction.

9. Insurance. The City's agents and contractors, at their own expense, shall carry the following policies of insurance and, prior to entering the Easement Area for any purpose, shall provide Grantor with satisfactory certificates of insurance, listing Grantor as an additional insured on all policies, with the exception of the Worker's Compensation policy, evidencing that such agents or contractors have insurance in full force and effect at all times meeting the requirements set forth below, as applicable

- (a) Commercial general liability insurance coverage for bodily injury and property damage. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a One Million Dollar (\$1,000,000) aggregate limit and excess umbrella liability insurance in the amount of Two Million Dollars (\$2,000,000); and
- (b) Workers' Compensation insurance in accordance with statutory law.

10. Other Property Rights. This Easement is nonexclusive and subject to all prior easements, encumbrances, and the pre-existing superior rights of any tenants occupying the Property, whether or not such interests are recorded, including without limitation, rights of quiet enjoyment. The City will not interfere in any material respect with any tenants, contractors or invitees at or on the Property, so long as the activities of such persons or entities are not inconsistent with the City's rights of use specified in this Easement.

11. Damage to the Easement Area or Grantor's Property. The City shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, use of, access over, or maintenance of the Easement Area or Storm Drainage Improvements, or from any act, omission, or neglect of the City, their agents or employees. The City shall repair promptly any damage, impact or disturbance to the Easement Area or Grantor's Property directly or indirectly caused by any acts of the City or its contractors or agents and to restore the Easement Area or Grantor's Property to the condition it was in immediately prior to conducting any of the Work. The City promptly shall inform Grantor, if it shall discover or create a condition on the Easement Area or Grantor's Property that it reasonably believes will give rise to any liability or claim against Grantor or would result in any occurrence or finding that would require notice to any governmental agency.

12. Indemnification. Subject to the limitations and restrictions of Article XI, Section 9, of the Oregon Constitution and by the Oregon Tort Claims Act (ORS 30.260 through 30.300), the City agrees to indemnify, defend, protect and hold Grantor and its employees, tenants, invitees, contractors, and agents (collectively, the "*Indemnified Parties*") harmless, from and against any losses, damages, expenses, liabilities, claims, demands, and causes of action resulting directly or indirectly from, or in connection with, the use of the Easement Area, the Storm Drainage Improvements, or Grantor's Property (whether or not permitted by this Easement) by the City or its agents, contractors, or other representatives including, without limitation, any losses, damages, expenses, liabilities, claims, demands, and causes of action resulting, or alleged to be resulting, from personal injury or death, or property damage, or mechanic's or materialmen's liens, except to the extent caused by Grantor's negligent acts or omissions.

However, neither the City nor any attorney engaged by the City shall defend the claim in the name of Grantor or any department of the Grantor, nor purport to act as legal representative of Grantor or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for Grantor, nor shall Grantees settle any claim on behalf of Grantor without the approval of the Clackamas County Counsel's Office. Grantor may, at its election and expense, assume its own defense and settlement.

13. Cooperation. If requested of Grantor, the City, without charge, at any reasonable time and from time to time, within ten (10) business days after written request by Grantor, shall certify by written instrument, duly executed, acknowledged and delivered to Grantor or any other party specified by Grantor in writing, that: (a) this Easement is unmodified and in full force and effect, or, if there has been a modification hereto, that the same is in full force and effect as modified and stating any such modification; (b) whether, to the knowledge of the City, there are then existing any defaults under this Easement, and, if so, specifying the same; and (c) such other pertinent information as such Grantor reasonably may request.

14. Liens. In the event that any lien is placed upon all or any portion of the Easement Area or Grantor's Property resulting directly or indirectly from, or in connection with, any entry on Grantor's Property (whether or not permitted by this Easement) by the City or its agents, contractors or other representatives, pursuant to the terms and conditions of this Easement, the City shall pay and discharge or bond around and discharge such lien within ten (10) business days after the City's receipt of written notice of the attachment of such lien.

15. Entire Agreement. This Easement constitutes the entire agreement between the parties relating to the provisions of this Easement and supersedes all oral communication between the parties regarding the same prior to the execution hereof, all understandings and negotiations regarding the same having been merged herein. This Easement may be amended or modified only by a written instrument executed by both the City and Grantor or their respective successors or assigns, as the case may be, if applicable. This Easement

shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, permitted assigns, affiliates, parent entities, divisions and legal representatives. Time is of the essence of this Easement and of the performance of all of the covenants, agreements and obligations contained in this Easement.

16. Governing Law. This Easement and the provisions herein shall be interpreted, construed, and enforced in accordance with the laws of the state of Oregon.

17. Injunctive Relief. Both parties agree that, if it, or its representatives, shall commit a breach of any of the provisions of this Easement, the other party shall have the right and remedy to institute proceedings to obtain injunctive relief for any breach hereof, it being hereby acknowledged and agreed that any such breach may cause irreparable injury to the non-breaching party and its affiliates and that money damages would not provide an adequate remedy to the non-breaching party. This stipulation with respect to damages incurred by the parties upon a breach of this Easement shall be limited to use in an action for injunctive relief. Further, nothing herein shall be construed to limit any other remedy available to the parties with respect to any such breach.

18. Counterparts. This Easement may be executed in multiple counterparts, each of which shall be deemed originals, and all of which taken together shall constitute one instrument. The parties may execute and deliver this easement by forwarding signed facsimile copies or electronic scan copies of this Easement, which shall have the same binding effect as original signatures.

19. Covenants Running with the Land/Assignment. The parties to this Easement acknowledge and agree that the easements and other rights conferred by this Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

20. Effective Date. This Easement shall be effective upon the last date it is executed by Grantor and the City.

21. Authorized Representative. The individual signing on behalf of each respective party states that he/she is the duly authorized representative of that party and that his/her signature on this Easement has been duly authorized by, and creates the binding and enforceable obligation of the party on whose behalf he/she signs.

22. Notices. Any notice permitted or required by this Easement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Easement, or to such other address designated in writing to the other party.

23. No Attorneys' Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Easement, each party shall be responsible for its own attorneys' fees and expenses.

24. Non-Liability of Officials and Employees. Notwithstanding any other provision herein, no member, elected official, employee, shareholder, director, officer, agent or representative of any of the parties (or their respective successors and assigns) shall be personally liable to the other party (or its successors and assigns) in the event of any default or breach of any provision of this Easement by any party (or its successors and assigns).

25. Non-Waiver of Governmental Rights. Subject to the terms and conditions of this Easement, Grantor is specifically not obligating itself, the County, or any other agency with respect to any discretionary action relating to the Easement or Grantor's Property including but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.

26. Relationship. Nothing contained in this Easement will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between the Grantees and Grantor.

27. Waiver. Failure of either party at any time to require performance of any provision of this Easement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or waiver of the provision itself or any other provision.

28. Recording. The Easement may be recorded by either party in the real property records of Clackamas County, Oregon.

29. Debt Limitation. This Easement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IN WITNESS WHEREOF, the parties above named has hereunto set their hand and seal this _____ day of _____, 20_.

"GRANTOR"

"THE CITY"

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Address:

Address:

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____,
_____, by _____ as _____ of _____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____,
_____, by _____ of The City of Milwaukie.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____



AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 F: (503) 563-6152

AKS Job #5122

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

EXHIBIT A

Document as recorded in Book 282, Pages 677-678, Clackamas County Deed Records
As recorded 7/9/1941

Beginning at a point in the southerly line of Bonnie View Acres Plat No. 4, according to the duly recorded plat thereof, which said point is south 87° 36' 22" west 663.20 feet distant from the southeasterly corner of said Bonnie View Acres Plat No.4; thence south 1° 11' 03" east 400 feet to a point; thence south 87° 36' 22" west 295 feet, more or less, to the easterly line of the right of way of the Oregon & California Railway Company; thence northerly along the easterly line of said right of way 408.30 feet, more or less, to the southwesterly corner of said Bonnie View Acres Plat No. 4; thence north 87° 36'22" east 364.53 feet to the point of beginning, situate in Section 25, T. 1 S. R. 1 E..



AKS ENGINEERING & FORESTRY, LLC
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062
 P: (503) 563-6151 F: (503) 563-6152

AKS Job #5122

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

EXHIBIT B

A tract of land located in the Southwest One-Quarter of Section 25, Township 1 South, Range 1 East, Willamette Meridian, City of Milwaukie, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the southwest corner of Lot 5, Block 12 of the plat "Bonnie View Acres Plat No. 4", Plat No. 457, Clackamas County Plat Records; thence along the southerly line of said plat, North 89°06'28" East 28.71 feet to the Point of Beginning; thence continuing along said southerly line, North 89°06'28" East 20.21 feet; thence leaving said southerly line, South 09°12'07" East 35.65 feet; thence along a non-tangent curve to the left (Radial Bearing of North 64°32'16" East) with a Radius of 25.00 feet, a Delta of 90°35'00", a Length of 39.52 feet, and a Chord of South 70°45'14" East 35.53 feet; thence North 63°57'16" East 18.55 feet; thence South 09°12'07" East 18.81 feet; thence South 63°57'16" West 33.62 feet; thence along a curve to the left with a Radius of 25.00 feet, a Delta of 57°03'28", a Length of 24.90 feet, and a Chord of South 35°25'32" West 23.88 feet; thence South 06°33'38" East 216.15 feet to a line which is parallel with and 20.00 feet easterly of, when measured at right angles to, the easterly right-of-way line of Southern Pacific Railroad (30.00 feet from centerline); thence along said parallel line along a non-tangent curve to the left (Radial Bearing of North 74°00'46" East) with a Radius of 2814.83 feet, a Delta of 11°09'00", a Length of 547.78 feet, and a Chord of South 21°33'44" East 546.92 feet to the north line of the plat "Gallop", Plat No. 413, Clackamas County Plat Records; thence along said north line, South 89°39'00" West 22.38 feet to said easterly right-of-way line; thence leaving said north line along said easterly right-of-way line along a non-tangent curve to the right (Radial Bearing of North 63°04'00" East) with a Radius of 2834.83 feet, a Delta of 10°58'47", a Length of 543.24 feet, and a Chord of North 21°26'37" West 524.41 feet; thence leaving said easterly right-of-way line, North 06°33'38" West 217.31 feet; thence North 09°21'49" West 107.42 feet; thence North 09°12'07" West 78.65 feet to the Point of Beginning.

The above described tract of land contains 20,144 square feet, more or less.

2/7/2019

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

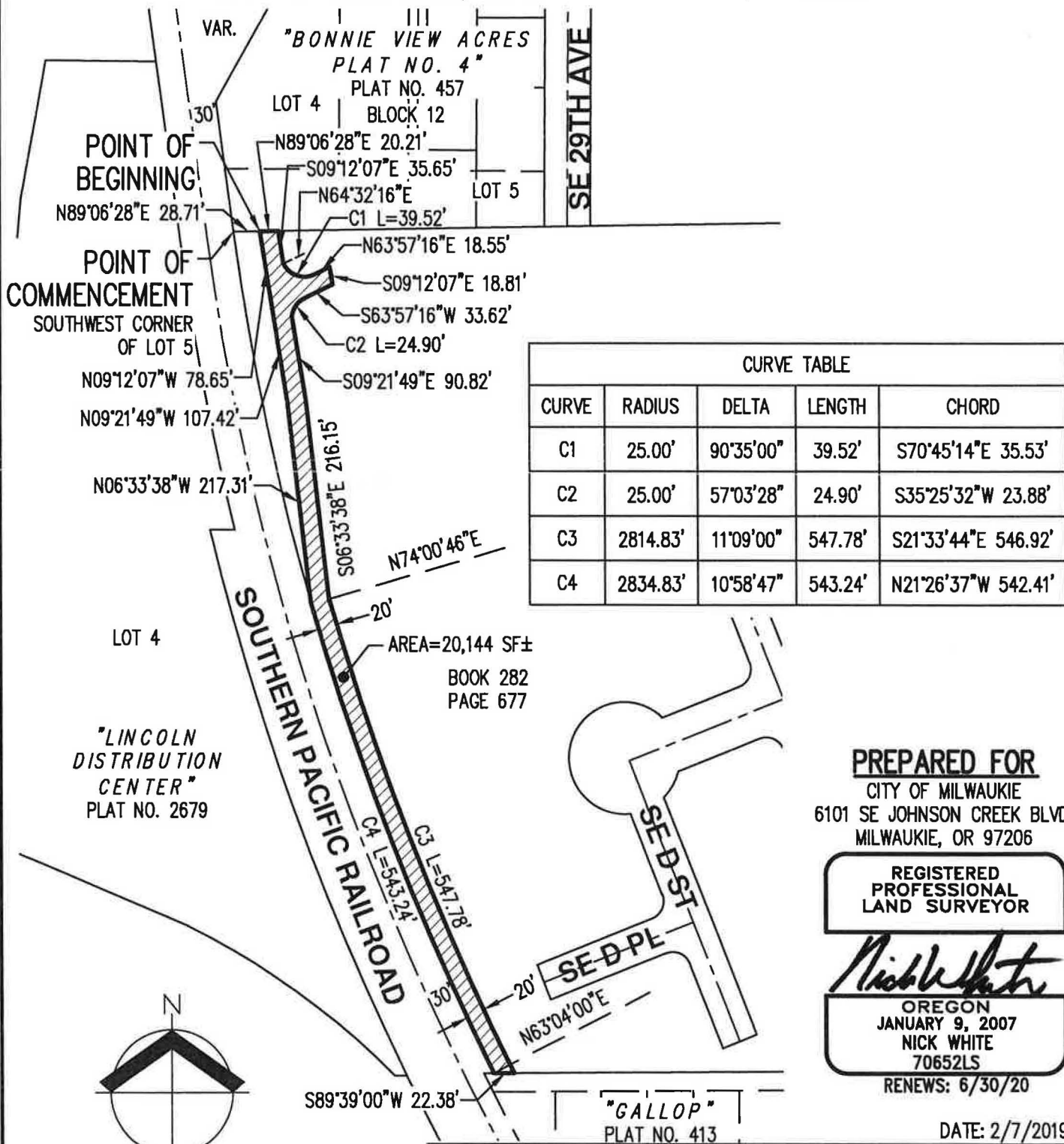
Nick White

OREGON
 JANUARY 9, 2007
 NICK WHITE
 70652LS

RENEWS: 6/30/18

EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25,
TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF MILWAUKIE, CLACKAMAS COUNTY, OREGON



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	25.00'	90°35'00"	39.52'	S70°45'14"E 35.53'
C2	25.00'	57°03'28"	24.90'	S35°25'32"W 23.88'
C3	2814.83'	11°09'00"	547.78'	S21°33'44"E 546.92'
C4	2834.83'	10°58'47"	543.24'	N21°26'37"W 542.41'

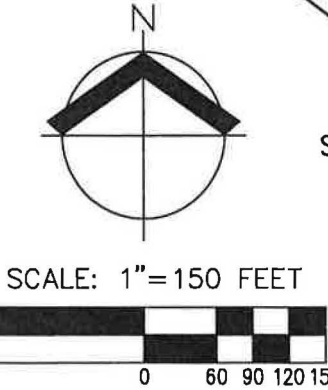
PREPARED FOR
CITY OF MILWAUKIE
6101 SE JOHNSON CREEK BLVD.
MILWAUKIE, OR 97206

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Nick White

OREGON
JANUARY 9, 2007
NICK WHITE
70652LS
RENEWS: 6/30/20

DATE: 2/7/2019



MAP OF DESCRIPTION		EXHIBIT B
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 P: 503.563.6151 F: 503.563.6152 aks-eng.com		DRWN: ZJG CHKD: NSW AKS JOB: 5122



August 15, 2019

COPY

Board of County Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

Resolution No. 1940 authorizes the Housing Authority to submit the Section 8
Management Assessment Program (SEMAP) Certification to
U.S. Department of Housing and Urban Development

Purpose/Outcomes	Resolution No. 1940 authorizes the Housing Authority of Clackamas County's (HACC) to submit the Section Eight Management Assessment Program Certification (SEMAP).
Dollar Amount and Fiscal Impact	\$0
Funding Source	U.S. Department of Housing and Urban Development . No General Funds used.
Duration	One year upon final U.S. Department of Housing and Urban Development (HUD) Approval
Previous Board Action	Resolution No. 1932, SEMAP approval was passed by the HACC Board of Commissioners August 16, 2018
Strategic Plan Alignment	1. Efficient & Effective Services 2. Build Public Trust through Good Government
Contact Person	Jill Smith, Executive Director 503-742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution No. 1940 to authorize HACC to submit the SEMAP certification to U.S. Department of Housing and Urban Development.

The U. S. Department of Housing and Urban Development (HUD) requires HACC to complete the SEMAP annually. SEMAP allows HUD to measure and rate how well HACC is administering the Housing Choice Voucher rental assistance program. There are fourteen areas HACC is rated on by HUD. A Housing Authority is rated one of three ratings:

- High Performer = Score of 90% or higher
- Standard Performer = Score between 60% and 89%
- Troubled Housing Authority = Score below 60%

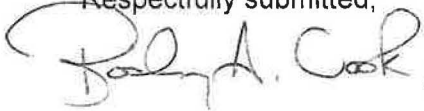
HACC is pleased to report that we continue to be a High Performer.

HUD may also do a site review. At a site review, HACC must show data that supports its SEMAP submission. The supporting data may also be verified at the time of HACC's annual audit. Approval of Resolution shows the Board approves our SEMAP submission and gives HACC the authority to submit it to HUD.

RECOMMENDATION:

Staff recommends that the Board approve Resolution No. 1940 and the attached SEMAP Certification and authorize the Executive Director of the Housing Authority to submit the Certification to HUD on behalf of the Housing Authority Board.

Respectfully submitted,

 Paul A. Cook, deputy director / FOR

Richard Swift, Director
Health, Housing & Human Services

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

In the Matter of authorizing the
Housing Authority of Clackamas
County to submit the Section Eight
Management Assessment
Program (SEMAP) Certification



Resolution No. 1940
Page 1 of 1

Whereas, the Housing Authority of Clackamas County must provide a self-assessment relating to the Housing Choice Voucher tenant-based assistance program annually, and

WHEREAS, the fourteen indicators assessed and the deconcentration bonus indicator, are listed on the attached Certification form, and

WHEREAS, the Certification form is to be submitted to the U.S. Department of Housing and Urban Development, and

NOW THEREFORE, BE IT RESOLVED that the SEMAP is approved, and the Executive Director of the Housing Authority is authorized to submit the Certification to the U.S. Department of Housing and Urban Development.

DATED this 15th day of August, 2019

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

Chair

Recording Secretary



Assessment Profile | Reports | Submission

List Summary Certification Profile Comments

Toni Karter
(MM4139)
PIC Main

Field Office: OEPH PORTLAND PROGRAM CENTER
Housing Agency: OR001 Clackamas
PHA Fiscal Year End: 6/30/2019

SEMAP

KDHAP

Logoff

OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 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. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

- PHA Response At least 98% of units sampled 80 to 97% of units sampled
 Less than 80% of units sampled

3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

- PHA Response At least 90% of files sampled 80 to 89% of files sampled
 Less than 80% of files sampled

4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

- PHA Response Yes No

5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

- PHA Response Yes No

6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

- PHA Response At least 98% of cases sampled Less than 98% of cases sampled

7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))

Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

- PHA Response Yes No

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

- PHA Response Yes No

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes No

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Toni Karter (MM4139) PIC Main

ASSESSMENT Profile	Reports	Submission			
List	Summary	Certification	Profile	Comments	
Field Office:	0EPH PORTLAND PROGRAM CENTER				
Housing Agency:	OR001 Clackamas				
PHA Fiscal Year End:	6/30/2019				

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Performance Indicators

8. Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program-by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

FMR Area Name

FMR 1 of 1

Enter current FMRs and payment standards (PS)

0-BR FMR	1131	1-BR FMR	1234	2-BR FMR	1441	3-BR FMR	2084	4-BR FMR	2531
PS	1018	PS	1170	PS	1397	PS	1876	PS	2278

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response Yes No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response Yes No

12 Continuing HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract as required (24 CFR 982.405(a))

PHA Response Yes No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. Applies only to PHAs required to administer an FSS program.

Check here if not applicable

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS Incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated

0

mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank)

b. Number of FSS families currently enrolled

49

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

1

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

0

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable

PHA Response Yes No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

0

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes No

Deconcentration Addendum

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Toni Karter
(MM4139)
PIC Main

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Field Office: OEPH PORTLAND PROGRAM CENTER
 Housing Agency: OR001 Clackamas
 PHA Fiscal Year End: 6/30/2019

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SEMAP CERTIFICATION - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date 8/5/2019

PHA Name Clackamas
 Principal Operating Area of PHA Clackamas County

(The geographic entity for which the Census tabulates data)
Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area 5.90

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, the PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1**
- a Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater. 358
 - b Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY. 640
 - c Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end the last PHA FY (line a divided by line b). 56
- Is line c 50% or more? Yes No

- 2**
- a Percent of all Section 8 families with children residing in low poverty census tracts at the end of the last completed PHA FY.
 - b Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
 - c Number of Section 8 families with children who moved during the last completed PHA FY
 - d Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes No

- 3**
- a Percent of all Section 8 families with children that residing in low poverty census tracts in the PHAs principle operating area at the end of the second to last completed PHA FY.
 - b Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
 - c Number of Section 8 families with children who moved during the last two completed PHA FYs.
 - d Percent of all Section 8 families with children who moved to low poverty census

tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes No

**If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.
See instructions above concerning bonus points for State and regional PHAs.**

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