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**HOMES FOR GOOD HOUSING AGENCY**  
**BOARD OF COMMISSIONERS MEETING**  
**WEDNESDAY, AUGUST 24<sup>TH</sup>, 2022**

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# AGENDA

Homes for Good Housing Agency

## BOARD OF COMMISSIONERS

### Location of the meeting:

Homes for Good Administrative Building  
100 W 13<sup>th</sup> Avenue  
Eugene, OR 97405



Zoom

This meeting will be conducted in person with option to join via public video call and conference line (see details below).

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### Wednesday, August 24<sup>th</sup>, 2022 at 1:30pm

The August 24<sup>th</sup>, 2022 Homes for Good Board of Commissioners meeting will be held at the Homes for Good Administrative Building. It will also be available via a public video call with dial-in capacity. The public has the option to participate in person or by joining via video call or conference line.

### Join Zoom Meeting:

<https://us02web.zoom.us/j/86525642941>

Meeting ID: 865 2564 2941

One tap mobile

+12532158782,86525642941# US (Tacoma)

Dial by your location

+1 253 215 8782 US (Tacoma)

### 1. PUBLIC COMMENTS

(Maximum time 20 minutes: Speakers will be taken in the order in which they sign up and will be limited to 3-minutes per public comments. If the number wishing to testify exceeds 10 speakers, then additional speakers may be allowed if the chair determines that time permits or may be taken at a later time.)

### 2. COMMISSIONERS' RESPONSE TO PUBLIC COMMENTS AND/OR OTHER ISSUES AND REMONSTRANCE (2 min. limit per commissioner)

### **3. ADJUSTMENTS TO THE AGENDA**

### **4. COMMISSIONERS' BUSINESS**

Homes for Good Board of Commissioners Chair and Vice Chair Voting

### **5. EMERGENCY BUSINESS**

### **6. ADMINISTRATION**

- A. Executive Director Report
- B. Approval of 6/22/22 Board Meeting Minutes
- C. Approval of 7/27/22 Board Meeting Minutes

**7. PRESENTATION: FYE September 30, 2021 Audit Results** (Kevin Mullerleile, Senior Manager at Moss Adams) (Estimated time 15 minutes)

**8. ORDER: 22-24-08-01H In the Matter of Updating Homes for Good's Administrative Plan to Use Income Limits to Determine Eligibility** (Beth Ochs, Rent Assistance Division Director) (Estimated time 15 minutes)

**9. ORDER: 22-24-08-02H In the Matter of Proposed Revisions to the Public Housing Lease Agreement and Community Rules** (Melanie Church, Supportive Housing Compliance and Data Analyst) (Estimated time 10 minutes)

### **10. OTHER BUSINESS**

#### **A. Commissioner Orientation**

- Homes for Good Organizational Structure (Jacob Fox, Executive Director)
- Decisions that Commissioners Make (Jacob Fox, Executive Director)
- FY 2023 Budget Overview (Jeff Bridgens, Finance Director)
- Overview of the Remainder of the Calendar Year (Celia Wright, Executive Assistant)

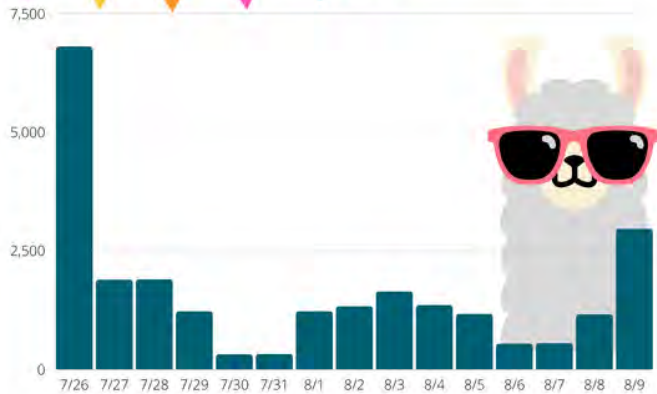
Adjourn.

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**Waitlist Connect**

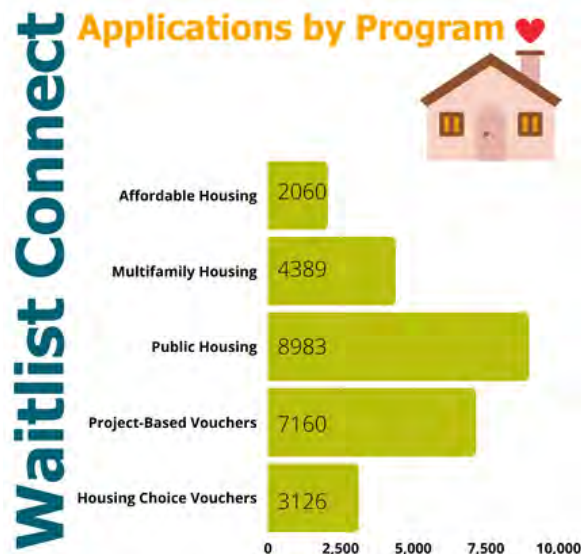
**How many applications?**

**25,718!**



This year’s Community Night Out celebration was held on Thursday, August 11th, at Alton Baker park from 4-7pm. This is an annual event where there is food, music, games, partners, and prizes for our participants. I want to give a special appreciation to the Resident Services team who planned this amazing event with support from the Family Self-Sufficiency Team and the Property Management Team and at the event itself volunteers from all Homes for Good Divisions. We were joined by over 20 community partners who joined the event to share information and resources with our participants. One of our Board Members, Justin Sandoval, attended as a community partner with Cascade Mobility where Justin works as the Community Outreach Manager. Char and Michelle were also able to attend the event along with multiple members of the Resident Advisory Board.

Summer has been a busy time for Homes for Good. Just off the heels of the grand opening celebration of The Nel, we opened over 50 waiting lists to the public during our Waitlist Connect event. For two weeks, our staff served our community members in person at our administrative building, over the phone, and at various pop-up locations in Lane County including NAACP, Centro Latino Americano, Catholic Community Services and at Ray’s Grocery in Oakridge. By the application deadline of August 9th, we had received 25,718 applications. The number of applications we received is a reflection of the acute need for affordable housing in our community, but it is also important to be aware that the total number of applications reflect the fact that households could apply for multiple waiting lists. so the net number of households will be significantly lower.





I want to thank all of our Board members who were able to attend the opening celebration for The Nel on August 1st. It was a great way to introduce our new Commissioners to the positive impact Homes for Good is having on our community while also introducing our new Board to our community, our funders, and our partners. Even more important than the event itself- as of August 16th we have had 10 people end their chronic homelessness by moving into their new home at The Nel, all of whom received a Welcome Home card signed by Homes for Good Board Members and other participants from our opening celebration.



I am excited to report that Homes for Good has recently been the recipient of several different awards, on both a local and national level. Our Human Resources Director Bailey McEuen and HR Generalist Isabelle Le went to Portland, OR in July on behalf of the agency to receive Oregon's Healthiest Employer Award, of which we were named as the 6th healthiest employer for companies our size in the state. Our permanent supportive housing development The Keystone is an awards finalist from Zona Media's Multi Family Executives National Award in the affordable housing category. Our Asset Manager Beth Gyde will be representing Homes for Good in Las Vegas in September to receive this award.

Homes for Good has also been awarded 4 national awards of merits from NAHRO, the National Association of Housing and Redevelopment Officials. The merit awards were received on behalf of The Commons on MLK, Market District Commons, The Keystone, and The Art Initiative. All four of these have also been further nominated for National Awards of Excellence, a prestigious delegation that only a select few of the merit award recipients receive. We will find out if any of these win an Excellence award at the NAHRO national conference awards ceremony being held at the end of September in San Diego, CA. Char Reavis, Ela Kubok, Wakan Alferes, Aisha McCoy, and Celia Wright will be representing Homes for Good at the NAHRO conference. Further, we were recently awarded Top 100 Best Nonprofits to Work for in Oregon.

The awards that the agency has received is a reflection of the transformational work that Homes for Good does, and I am proud of our team for this recognition.

# MINUTES

Homes for Good Housing Agency

BOARD OF COMMISSIONERS



Wednesday, June 22<sup>nd</sup>, 2022 at 1:30pm

To prevent the spread of COVID-19, Homes for Good conducted the June 22<sup>nd</sup>, 2022, meeting via a public video call with dial-in capacity. The public was able to join the call, give public comment, and listen to the call.

## CALL TO ORDER

Board Members present: **Char Reavis, Michelle Thurston, Heather Buch, Laurie Trieger, Pat Farr, Joe Berney**

Board Members absent: **Jay Bozievich**

Quorum Met

## 1. PUBLIC COMMENT

None.

## 2. COMMISSIONERS' RESPONSE TO PUBLIC COMMENTS AND/OR OTHER ISSUES AND REMONSTRANCE

*Joe Berney inquired about status of Homes for Good's Collective Bargaining Agreement.*

*Heather Buch commented on her appreciation for Homes for Good's sponsorship of Eugene's Juneteenth Celebration.*

*Pat Farr informed the Board that Jay Bozievich's absence was excused as he was out of town.*

## 3. ADJUSTMENTS TO THE AGENDA

None.

## 4. COMMISSIONERS' BUSINESS

None.

## 5. EMERGENCY BUSINESS

None.

## 6. ADMINISTRATION

## A. Executive Director Report

***Jacob Fox** discussed the fence rebuild project he participated in for a family that lost their home in the 2020 Holiday Farm wildfire alongside Oregon Housing and Community Services and Matt McRae from Lane County. He informed the Board that the family was able to insure their previous home and receive partial funding for the rebuild of their property with the assistance of Homes for Good's Energy Services Department.*

***Jacob Fox** discussed the completion of construction for Homes for Good's newest permanent supportive housing development, The Nel. He informed the Board that staff training will take place during July and residents will begin to move in at the beginning of August.*

***Jacob Fox** provided an update on the recruitment process for the Homes for Good Board of Commissioners. He informed the Board that the deadline to apply was May 31<sup>st</sup>, 2022, and 29 completed applications were received and evaluated.*

## B. Approval of 5/25/2022 Board Meeting Minutes

Motion: **Michelle Thurston**

Second: **Laurie Trieger**

### **VOTE**

Ayes: **Michelle Thurston, Laurie Trieger, Char Reavis, Heather Buch, Pat Farr, Joe Berney**

Nays: None

Abstain: None

Absent: **Jay Bozievich**

**The minutes are approved 6/ 0/0 with 1 Commissioner absent.**

## C. **ORDER 22-22-06-01H** — In the Matter of Approving Homes for Good's Strategic Equity Plan

***Jacob Fox** described Homes for Good's Strategic Equity Plan and informed the Board of the pillars of the plan. He explained that this effort began in 2018 with the creation of the Equity Strategic Team.*

***Michelle Thurston** commented on resident engagement on Diversity, Equity, and Inclusion and how the Strategic Equity Plan is helping to increase communication on DEI among residents.*

***Heather Buch** commented on how the Strategic Equity Plan compliments Lane County's plans and is supportive of what Homes for Good is doing.*

***Laurie Trieger** commented that the timing of the Strategic Equity Plan aligns well with the seating of a new Board of Commissioners for Homes for Good. She suggested that*

*the Homes for Good Board of Commissioners and the Lane County Board of Commissioners are added to Homes for Good's Organization Chart.*

Motion: **Michelle Thurston**

Second: **Heather Buch**

**VOTE**

Ayes: **Michelle Thurston, Laurie Trieger, Char Reavis, Heather Buch, Pat Farr, Joe Berney**

Nays: None

Abstain: None

Absent: **Jay Bozievich**

**Order 22-22-06-01H is approved 6 / 0 / 0 with 1 Commissioner absent.**

D. **ORDER 22-22-06-02H** In the Matter of Approving Homes for Good Board of Commissioner Bylaw updates

***Jacob Fox** explained the changes that are required to the current bylaws to facilitate the change of governance to a 9-member Board of Commissioners. He stated that once the new Board of Commissioners are seated, the bylaws will be further amended and restructured.*

Motion: **Michelle Thurston**

Second: **Pat Farr**

**VOTE**

Ayes: **Michelle Thurston, Laurie Trieger, Char Reavis, Heather Buch, Pat Farr, Joe Berney**

Nays: None

Abstain: None

Absent: **Jay Bozievich**

**Order 22-22-06-02H is approved 6 / 0 / 0 with 1 Commissioner absent.**

E. **ORDER 22-22-06-03H** In the Matter of Approving the Submission of the PHA FY 2023 Annual Plan

*Compliance and Data Analyst **Melanie Church** discussed the process of putting together Homes for Good's Annual Plan for fiscal year 2023. She explained that she met with the Resident Advisory Board, Homes for Good staff, and the plan was submitted for public comment for feedback before it was finalized.*

***Michelle Thurston** commended Homes for Good's effort to obtain resident feedback for the Annual Plan.*



Motion: **Joe Berney**

Second: **Michelle Thurston**

**VOTE**

Ayes: **Michelle Thurston, Laurie Trieger, Char Reavis, Heather Buch, Pat Farr, Joe Berney**

Nays: None

Abstain: None

Absent: **Jay Bozievich**

Order 22-22-06-03H is approved 6/ 0 /0 with 1 Commissioner absent.

**7. OTHER BUSINESS**

*Michelle Thurston* inquired about the status of The Art Initiative: The Nel RFP. Executive Assistant *Celia Wright* responded that proposals are due by the end of day on June 27<sup>th</sup>, 2022.

**Meeting adjourned at 2:29pm.**

# MINUTES

Homes for Good Housing Agency

BOARD OF COMMISSIONERS

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Wednesday, July 27<sup>th</sup>, 2022 at 1:30pm

To prevent the spread of COVID-19, Homes for Good conducted the July 27<sup>th</sup>, 2022 meeting via a public video call with dial-in capacity. The public was able to join the call, give public comment, and listen to the call.

## CALL TO ORDER

Board Members present: **Char Reavis, Michelle Thurston, Larissa Ennis, Joel Iboa, Justin Sandoval, Chloe Tirabasso, Kirk Strohman Jr. \*Pat Farr, \*Heather Buch**

**\*The Lane County Board of County Commissioners (BCC)** had not been formally voted the two BCC members onto the Homes for Good Board as of the date and time of the July 27<sup>th</sup> meeting. As such, Heather Buch and Pat Farr abstained from voting on board matters.

Board Members absent: None

Quorum Met

## 1. PUBLIC COMMENT

None.

## 2. COMMISSIONERS' RESPONSE TO PUBLIC COMMENTS AND/OR OTHER ISSUES AND REMONSTRANCE

None.

## 3. ADJUSTMENTS TO THE AGENDA

None.

## 4. COMMISSIONERS' BUSINESS

*Jacob Fox* discussed the requirement of Homes for Good's new governing board to vote on a Board Chair and a Board Vice Chair. He recommended that Char Reavis continue to be Board Chair to provide continuity of the Board.

Motion: **Michelle Thurston**

Second: **Joel Iboa**

## VOTE

Ayes: **Char Reavis, Michelle Thurston, Larissa Ennis, Joe Iboa, Justin Sandoval, Chloe Tirabasso, Kirk Strohman Jr.**

Nays: None

Abstain: **Pat Farr, Heather Buch**

Absent: None

Motion passed 7/0/0 with Pat Farr and Heather Buch abstaining.

## 5. EMERGENCY BUSINESS

None.

## 6. ADMINISTRATION

### A. Executive Director Report

*Jacob Fox* discussed the grand opening event of Homes for Good's recently completed permanent supportive housing development, *The Nel*.

*Jacob Fox* provided an update on Homes for Good's financial audit with Moss Adams.

*Jacob Fox* informed the Board of Homes for Good's collaboration with outside consultants for system support regarding finance and diversity, equity, and inclusion.

*Jacob Fox* introduced Rent Assistance Division Director **Beth Ochs** and Communications Director **Ela Kubok** to provide details on Homes for Good's Waitlist Connect event.

### B. Approval of 6/22/2022 Board Meeting Minutes

*Jacob Fox* recommended that the 6/22/22 Board Meeting Minutes be moved to the August Board meeting so that the two approved BCC members could vote on them. Approval of June Board meeting minutes moved to following month.

### C. PRESENTATION Q3 Homes for Good Staff Excellence Awards

*Beth Ochs* presented an Excellence Award for Senior Accounting Technician **Stacy Verrinder**.

*Andrea Bishop* presented an Excellence Award for Maintenance Worker **Michael King**.

*Jacob Fox* presented the Service award for ten years of service for Contract Administrator **Jared Young**.

*Michelle Thurston* expressed her appreciation for the staff that were recognized. No action needed.

D. **ORDER 22-27-07-01H** — In the Matter of Accepting a Bid and Awarding Contract #22-C-0026 for the Service Center Security Fence Project.

*Steve Ochs presented the board order regarding the Service Center Security Project. He informed the Board that only one bid was received for the project. He explained that competition was limited due to the material of the fence needing to be metal. He clarified that any projects over \$150,000 need board approval. He explained that Homes for Good is subject to state prevailing wage laws and federal prevailing wages for this project.*

*Kirk Strohman Jr. inquired about the amount of federal funding for the project and the process for vetting contractors. Steve Ochs responded that close to half of the funding for the project will be federal funding, at approximately \$130,000. Jared Young explained that references are checked and that similar jobs are reviewed before making a final decision on a contractor.*

*Chloe Tirabasso inquired if any other capital projects would be affected if this board order was approved. Jacob Fox explained that there are no capital projects that are connected to these specific funding sources.*

Motion: **Michelle Thurston**

Second: **Larissa Ennis**

**VOTE**

Ayes: **Char Reavis, Michelle Thurston, Larissa Ennis,  
Joe Iboa, Justin Sandoval, Chloe Tirabasso,  
Kirk Strohman Jr.**

Nays: None

Abstain: **Pat Farr, Heather Buch**

Absent: None

**Order 22-27-07-01H is approved 7/ 0 /0 with Pat Farr and Heather Buch abstaining.**

## **7. OTHER BUSINESS**

### **A. Homes for Good Board of Commissioner Orientation**

*Local Government Law Group Attorney Carrie Connelly provided presentation on the Overview of Conflicts, Roles and Responsibilities of a Commissioner.*

*OnBoard Business Development Manager Trent Wright provided presentation on using board management software, OnBoard.*

**Meeting adjourned at 3:32pm.**



# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 08/24/2022

**AGENDA TITLE:** Presentation of the September 30th, 2021 Audit Results by Moss Adams

**DEPARTMENT:** Finance

**CONTACT :** Jeff Bridgens

**EXT:**

**PRESENTER:** Kevin Mullerleile, Moss Adams Senior Manager **EXT:**

**ESTIMATED TIME :** 15 Minutes

- ORDER/RESOLUTION
- PUBLIC HEARING/ORDINANCE
- DISCUSSION OR PRESENTATION (NO ACTION)
- APPOINTMENTS
- REPORT
- PUBLIC COMMENT ANTICIPATED

**Approval Signature**

A handwritten signature in black ink, appearing to be "JAF", is written over the signature line.

**EXECUTIVE DIRECTOR:**

**DATE:** 8/16/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**



COMMUNICATIONS WITH THOSE  
CHARGED WITH GOVERNANCE

HOMES FOR GOOD HOUSING AGENCY

September 30, 2021



## Communications with Those Charged with Governance

Board of Commissioners of  
Homes for Good Housing Agency  
Eugene, Oregon

We have audited the financial statements of Homes For Good Housing Agency (the Agency) as of and for the year ended September 30, 2021, and have issued our report thereon dated June 30, 2022. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility Under Auditing Standards Generally Accepted in the United States of America; *Government Auditing Standards*, Issued by the Comptroller General of the United States; the provisions of the Minimum Standards for Audits of Oregon Municipal Corporations; and the Provisions of the OMB Uniform Guidance

As discussed in our meeting held with you on April 28, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the provisions of the *Minimum Standards for Audits of Oregon Municipal Corporations*, prescribed by the Oregon Secretary of State. Those Standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over financial reporting. Accordingly, we considered the Agency's internal control solely for the purposes of determining our audit procedures and not to provide assurance concerning such internal control.

We are also responsible for communicating significant matters related to the financial statement audit that, in our professional judgment, are relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

As part of obtaining reasonable assurance about whether the Agency's financial statements are free of material misstatement, we performed tests on its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also, in accordance with Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), we examined, on a test basis, evidence about the Agency's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the Agency's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the Agency's compliance with those requirements.

#### Other Information in Documents Containing Audited Financial Statements

Our responsibility for other supplementary information in the financial statements does not extend beyond the financial information identified in our report. We do not have an obligation to perform any procedures to corroborate other information contained in these documents. However, we have read the information and nothing came to our attention that caused us to believe that such information or its manner of presentation is materially inconsistent with the information or manner of its presentation appearing in the financial statements.

#### Planned Scope and Timing of the Audit

We performed the audit according to the planned scope previously communicated to you in our planning meeting held with you on April 28, 2022.

#### Significant Audit Findings and Issues

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Agency are described in Note 1 to the financial statements. No new accounting policies were adopted and there were no changes in the application of existing policies during 2021. The Agency implemented the following new accounting standards of the Governmental Accounting Standards Board: Statement 84 – Fiduciary Activities and Statement 90 – Majority Equity Interests. These new accounting standards did not have a significant impact to the Agency's financial statements.

We noted no transactions entered into by the Agency during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

##### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the Agency's financial statements is the valuation and collectability of long-term notes and interest receivable and useful lives of capital assets.



### *Financial Statement Disclosures*

The disclosures in the financial statements are consistent, clear and understandable. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosure of cash, cash equivalents and investment details in Note 3 to the financial statements discloses the amounts of cash and investments held in the various types of depositories at year-end, as well as the details of the nature of the inherent risks the Agency is subject to.
- The disclosure of the Agency's notes and interest receivable due from its related party tax credit entities in Note 4 to the financial statements discloses details of the outstanding promissory notes, including an uncollectible allowance for the entire \$2,850,800 interest receivable balance.
- The disclosure of the Agency's long-term debt in Note 7 to the financial statements discloses details of revenue bond obligations and notes payable, the amounts and types of debt outstanding at year-end along with the repayment terms, significant covenants, and future maturities of principal and interest.

### *Significant Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all factual and judgmental misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. No corrected or uncorrected misstatements were identified during the audit.

### *Disagreements with Management*

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated June 30, 2022.

### *Management Consultation with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Agency's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

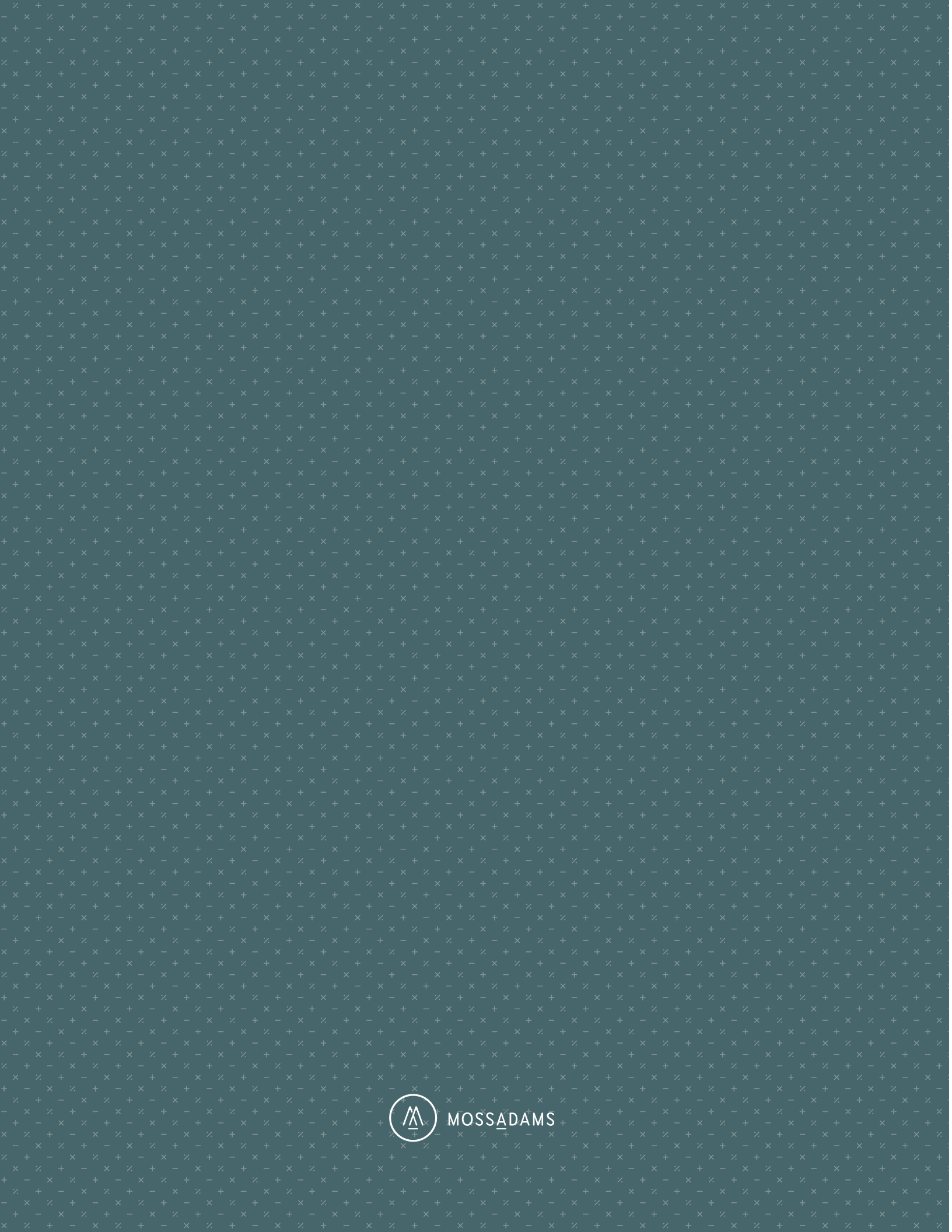
*Other Significant Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Agency's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Commissioners, and management of the Agency, is not intended to be, and should not be used by anyone other than these specified parties.

*Moss Adams LLP*

Eugene, Oregon  
June 30, 2022

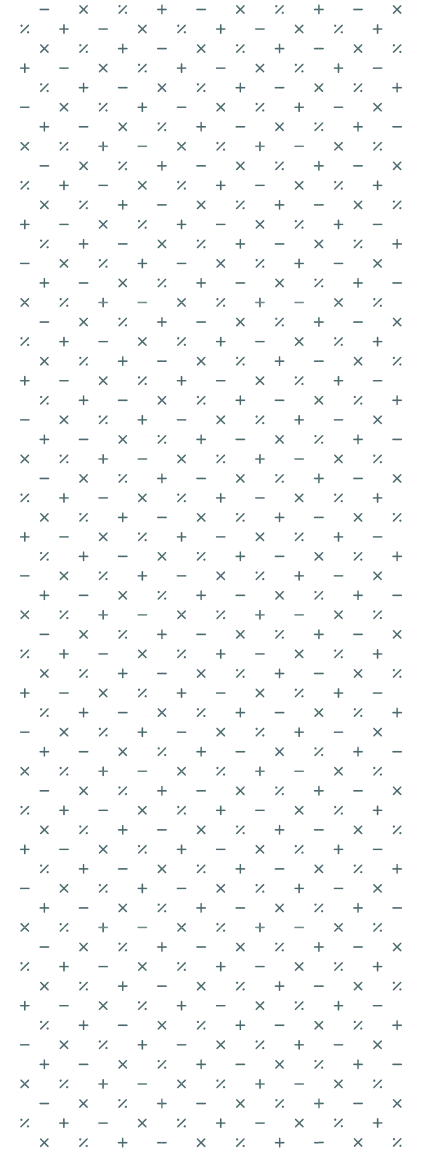




# Audit Results FYE September 30, 2021

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Better Together: Moss Adams & Homes For Good





# Agenda

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1. Auditor Opinions and Reports
2. Areas of Audit Emphasis
3. Required Communication with Those Charged with Governance
4. Other Information

# Your Dedicated Team



**Amanda McCleary-Moore**  
*Engagement Reviewer  
and Partner*



**Kevin Mullerleile**  
*Senior Manager*

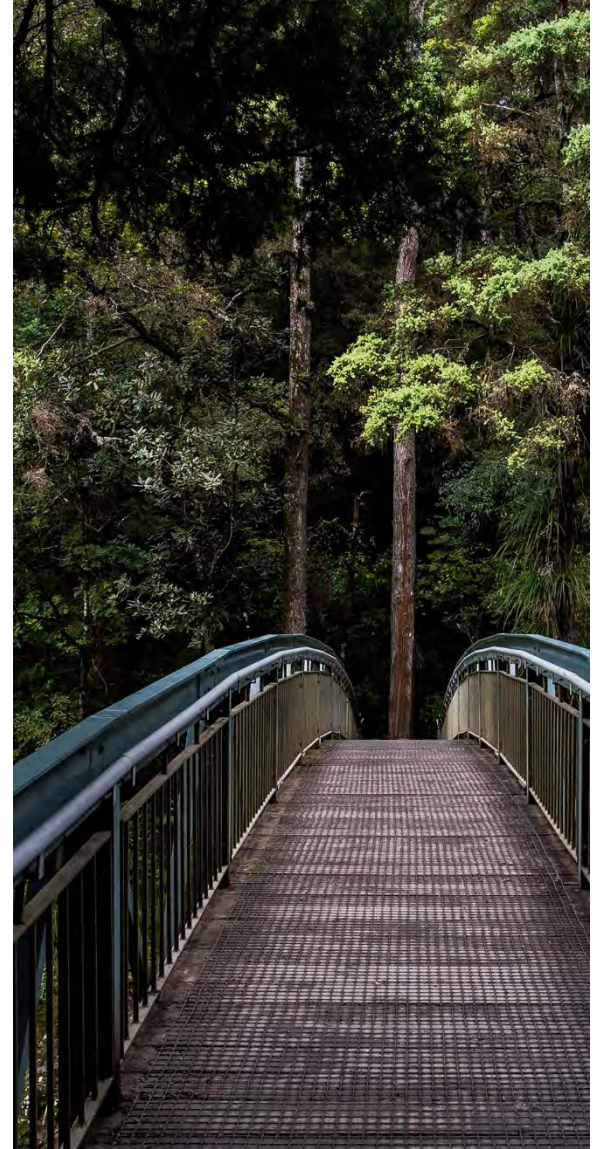


**Ashley Osten**  
*Concurring Reviewer  
and Partner*





# Auditor Opinions & Reports



# Auditor Report on the Financial Statements

## Report of Independent Auditors

- Unmodified opinion
- Financial statements are presented fairly in accordance with US GAAP





# Other Auditor Reports – Oregon Minimum Standards

**Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements in Accordance with Oregon Municipal Auditing Standards**

- No findings on internal controls over financial reporting
- No compliance findings



# Other Auditor Reports – Government Auditing Standards



## GAGAS Report on Internal Control Over Financial Reporting and on Compliance and Other Matters

- No findings on internal controls over financial reporting
- No compliance findings

# Other Auditor Reports – Uniform Guidance

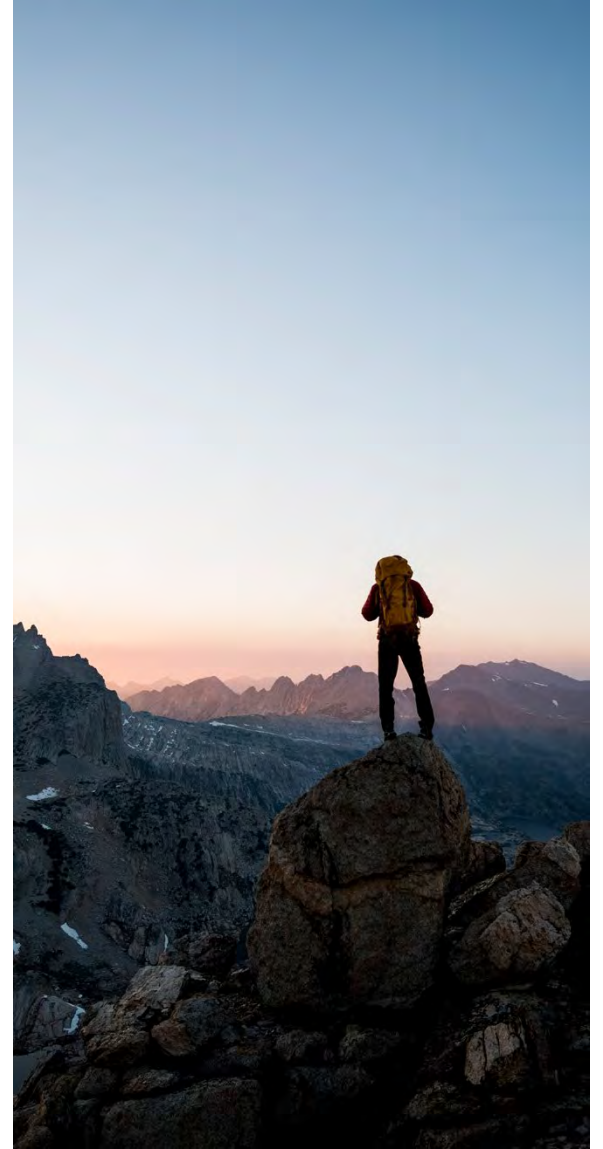


Report on Compliance with Requirements that could have a Direct and Material Effect on the Major Federal Programs and on Internal Control Over Compliance in accordance with the Uniform Guidance for Federal Awards (2 CFR Part 200)

- No findings on internal controls over compliance
- No compliance findings



# Areas of Audit Emphasis





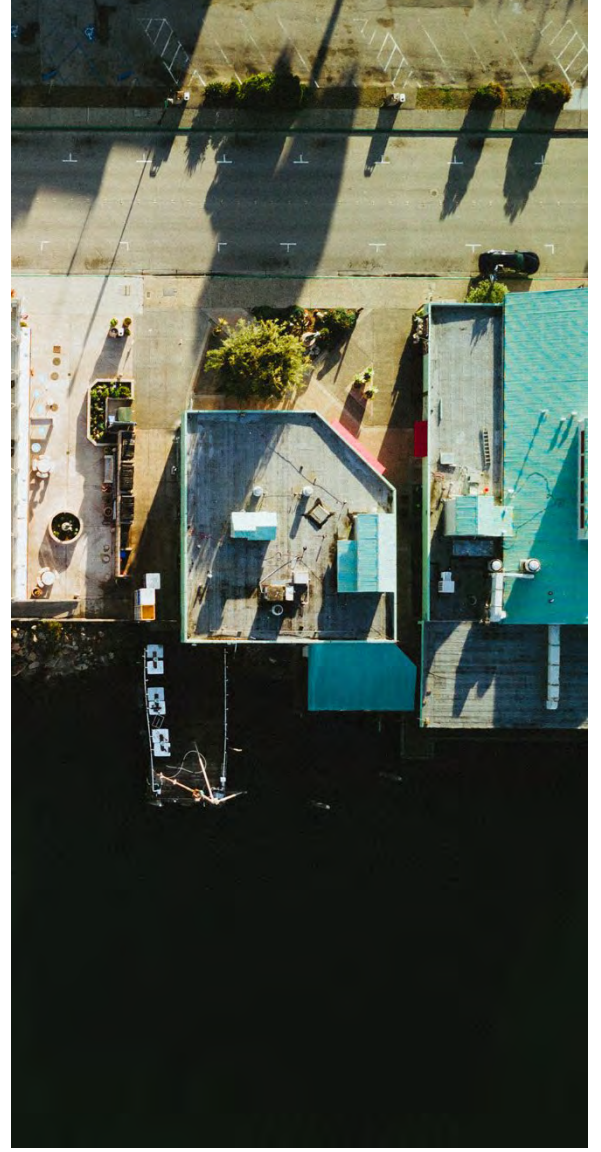
# Areas of Audit Emphasis

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- **Internal control environment** – revenue, payroll, cash disbursements, cash and investments, notes receivable, capital assets, long-term debt, and financial close and reporting
- **Revenue recognition** – revenues from grants, rent, and housing assistance and subsidies were tested using substantive analytical procedures
- **Notes receivable** – tested amounts were properly reported and terms of agreements were properly disclosed
- **Capital assets** – tested additions, sales, and depreciation
- **Debt activity** – read new loan agreements, tested debt repayments, and assessed compliance with disclosure requirements
- **Component unit reporting** – read reports of other auditors, tested that balances and disclosures were properly reported in the Home For Good financial statements
- **Single Audit** – Emergency Rental Assistance Program, Housing Voucher Cluster, and Rural Rental Housing Loans audited as major federal programs



# Communication with Those Charged with Governance



# Our Responsibility Under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

1

To express our opinion on whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, and in accordance with U.S. GAAP. However, our audit does not relieve you or management of your responsibilities.

2

To perform an audit in accordance with generally accepted auditing standards issued by the AICPA and Government Auditing Standards issued by the Comptroller General of the United States, and design the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement.

3

To consider internal control over financial reporting and internal control over compliance as a basis for designing audit procedures but not for the purpose of expressing an opinion on its effectiveness or to provide assurance concerning such internal control.

4

To communicate findings that, in our judgment, are relevant to your responsibilities in overseeing the financial reporting process and administering federal awards. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.



# Planned Scope & Timing of the Audit

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It is the auditor's responsibility to determine the overall audit strategy and the audit plan, including the nature, timing and extent of procedures necessary to obtain sufficient appropriate audit evidence and to communicate with those charged with governance an overview of the planned scope and timing of the audit.

## Our Comments

The planned scope and timing of the audit was communicated to the Agency's Board at the audit entrance meeting on April 27, 2022, and our reports were issued within the originally agreed to timeline.





# Significant Accounting Policies & Unusual Transactions

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The auditor should determine that the Board is informed about the initial selection of and changes in significant accounting policies or their application. The auditor should also determine that the Board is informed about the methods used to account for significant unusual transactions and the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

## Our Comments

Management has the responsibility for selection and use of appropriate accounting policies. The significant accounting policies used by the Agency are described in the notes to the financial statements. Throughout the course of an audit, we review changes, if any, to significant accounting policies or their application, and the initial selection and implementation of new policies.

We believe management has selected and applied significant accounting policies appropriately and consistent with those of the prior year.



# Management Judgments & Accounting Estimates

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The Board should be informed about the process used by management in formulating particularly sensitive accounting estimates and about the basis for the auditor's conclusions regarding the reasonableness of those estimates.

## Our Comments

Management's judgments and accounting estimates are based on knowledge and experience about past and current events and assumptions about future events. We apply audit procedures to management's estimates to ascertain whether the estimates are reasonable under the circumstances and do not materially misstate the financial statements.

Significant management estimates impacting the financial statements include the following: Useful lives of capital assets, allowances for uncollectible receivables, and estimated liabilities for OPEB.

We deemed the estimates to be based on reasonable inputs and assumptions and consistently applied.



# Difficulties Encountered in Performing the Audit

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The Board should be informed of any significant difficulties encountered in dealing with management related to the performance of the audit.

## Our Comments

**No significant difficulties were encountered during our audit.**



# Significant Audit Adjustments & Unadjusted Differences Considered by Management to be Immaterial

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The Board should be informed of all significant audit adjustments arising from the audit. Consideration should be given to whether an adjustment is indicative of a significant deficiency or a material weakness in Agency's internal control over financial reporting, or in its process for reporting interim financial information, that could cause future financial statements to be materially misstated.

The Board should also be informed of uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements as a whole.

## Our Comments

**No audit adjustments were identified as a result of our audit procedures.**

**No proposed adjustments were identified as a result of our audit procedures.**



# Potential Effect on the Financial Statements of Significant Risks & Exposures & Uncertainties

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The Board should be adequately informed of the potential effect on the financial statements of significant risks and exposures and uncertainties that are disclosed in the financial statements.

## Our Comments

The Agency is subject to potential legal proceedings and claims that arise in the ordinary course of business, which are disclosed in the notes to the financial statements.



# Disagreements with Management

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Disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to Agency's financial statements, or the auditor's report.

## Our Comments

**We are pleased to report that there were no disagreements with management.**





COMMUNICATION WITH GOVERNING BODY

# Deficiencies in Internal Control



Any material weaknesses and significant deficiencies in the design or operation of internal control that came to the auditor's attention during the audit must be reported to the Board.

## Our Comments

- **Material weaknesses**
  - None noted
- **Significant deficiencies & non-compliance**
  - None noted



# Management's Consultation with Other Accountants

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In some cases, management may decide to consult about auditing and accounting matters. If management has consulted with other accountants about an auditing and accounting matter that involves application of an accounting principle to the Agency's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts.

## Our Comments

**We are not aware of any significant accounting or auditing matters for which management consulted with other accountants.**



# Other Material Written Communications

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Report to the Board significant written communications between the auditor and client management.

## Our Comments

Other than the audit contract, management representation letters, and communications to those charged with governance, there have been no other significant audit communications.

In conjunction with the audit, we are performing an agreed-upon procedures engagement to assist the Agency with its electronic submission of certain financial information to HUD.



# Fraud & Noncompliance with Laws and Regulations

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Fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements should be communicated. We are also required to communicate any noncompliance with laws and regulations involving senior management that come to our attention, unless clearly inconsequential.

## Our Comments

**We have not become aware of any instances of fraud or noncompliance with laws and regulations.**





**THANK  
YOU**



# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 08/24/2022

**AGENDA TITLE:** Board Order 22-24-08-01H In the Matter of Updating the Administrative Plan - Using Income Limits for Eligibility

**DEPARTMENT:** Rent Assistance Division

**CONTACT :** Beth Ochs

**EXT:** 2547

**PRESENTER:** Beth Ochs

**EXT:** 2547

**ESTIMATED TIME :** 15 min

- ORDER/RESOLUTION**
- PUBLIC HEARING/ORDINANCE**
- DISCUSSION OR PRESENTATION (NO ACTION)**
- APPOINTMENTS**
- REPORT**
- PUBLIC COMMENT ANTICIPATED**

**Approval Signature**

A handwritten signature in black ink, appearing to be "JAF", is written over the signature line.

**EXECUTIVE DIRECTOR:**

**DATE:** 8/16/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**



## **HOMES FOR GOOD MEMORANDUM**

**TO:** Homes for Good Board of Commissioners  
**FROM:** Beth Ochs, Rent Assistance Division Director  
**TITLE:** In the Matter of Updating the Administrative Plan to Use Income Limits for Eligibility  
**DATE:** August 24<sup>th</sup>, 2022

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### **MOTION:**

It is moved that the Homes for Good Board of Commissioners approve the increase of the income eligibility limit for the Veterans Administration Supportive Housing Program (VASH) from 50% Area Median Income (AMI) to 80% AMI.

### **DISCUSSION:**

#### **A. Issue**

The Department of Housing and Urban Development (HUD) allows the VASH Program to accept applicants at 80% AMI. Currently, Homes for Good only accepts VASH applicants at 50% AMI or below. The board must approve this change in our Administrative Plan before we can move forward with implementing this policy.

#### **B. Background**

- In partnership with the Veteran's Administration Office (VA) and HUD, Homes for Good administers the VASH Program.
- VASH is a collaborative program which pairs HUD's Housing Choice Voucher (HCV) rental assistance with VA case management and supportive services for homeless veterans.
- These services are designed to help homeless veterans and their families find and sustain permanent housing and access the health care, mental health treatment, substance use counseling, and other supports necessary to help them in their recovery process and with their ability to maintain housing in the community
- In June 2022, Homes for Good met with our local VA office and the Regional VA Office.
- During this meeting, the VA reviewed a Federal Register Notice from September 2021, which in part states:

*Income targeting requirements of section 16(b) of the USHA of 1937, as well as 24 CFR 982.201(b)(2), do not apply for HUD-VASH families so that participating PHAs can*



*effectively serve the eligible population specified in the Appropriations Acts; that is, homeless veterans, who may be at a variety of income levels, including low-income.*

- In turn, the VA reached out to all Public Housing Authorities in Oregon to discuss increasing eligibility levels to 80% AMI.

#### C. **Analysis**

- The VA reports they are working with persons who currently have income above 50% AMI. Expanding the eligibility to serve persons at 80% AMI would allow for a wider population to access the voucher.
- The VA reports they are currently working with 5-10 persons that may fall into 80% AMI category.
- Households earning less than 80% of the AMI are considered low-income households, and households earning less than 50% of the AMI are considered to be very low-income.
- AMIs are calculated by starting with very low-income limits (usually based on 50% of median family income) for a 4 person family and then adjusts up or down as applicable for each family size based on Fair Market Rent data (FMR).
- Currently, VASH vouchers are not fully utilized. Therefore, expanding to include 80% AMI would increase the utilization of the voucher.
- Homes for Good has 269 VASH Vouchers to provide for veterans in the community.
- As of August 2022, the utilization of VASH vouchers for fiscal year 2022 was at 85.53%.

#### D. **Furtherance of the Strategic Equity Plan**

This proposed change most closely aligns with the Strategic Equity Plan Goal #4, which is focused on identifying federal and state statutes and regulations that create barriers to access to Homes for Good programs. While there isn't a specific tactic associated with this Administrative Plan change reducing barriers to accessing housing is in alignment with the goals in our plan.

#### E. **Alternatives & Other Options**

Homes for Good could continue to only serve veterans who meet the 50% AMI threshold. Homes for Good could limit the number of applicants referred from the VA for the VASH Program who meet the 80% AMI threshold.

- Doing so would increase steps in the administration of the program as our Intake Department would need to monitor the attrition of veterans at the 50% vs. 80% AMI.
- Doing so would limit access to veterans who are at 80% AMI from receiving a VASH voucher, decreasing their housing accessibility options.

#### F. **Timing & Implementation**

Following Board Approval:



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



Homes. People. Partnerships. Good. [www.homesforgood.org](http://www.homesforgood.org)

- Homes will update its Administrative Plan and notify the VA of the approved change effective immediately.
- Homes for Good will update the income tables in its software to capture the increased AMI level for VASH effective immediately.
- Homes for Good will work with the VA on referrals to provide VASH vouchers to the extended eligible applicant pool effective immediately.

G. **Recommendation**

Homes for Good recommends the board approve this request as it expands housing opportunities to homeless veterans in our community.

H. **Follow Up**

None

I. **Attachments**

Income Limits Methodology FY22

## Methodology for Determining Section 8 Income Limits

### Overview of HUD Section 8 Income Limits<sup>1</sup>

The Department of Housing and Urban Development (HUD) is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs. The major active assisted housing programs are the Public Housing program, the project-based Section 8 program, the Section 8 Housing Choice and Project-Based Voucher programs, Section 202 housing for the elderly program, and Section 811 housing for persons with disabilities program.

There are many other HUD and non-HUD programs that use median incomes and/or income limits to determine eligibility and sometimes funding amounts or rents. There is a listing of such Federal programs in Attachment 1.

HUD Section 8 Income Limits begin with the production of median family incomes for each area. HUD uses the Section 8 program's Fair Market Rent (FMR) area definitions in developing median incomes, which means that income estimates are developed for each metropolitan area, parts of some metropolitan areas, and each nonmetropolitan county. For FY 2022, the geographic definitions incorporate all metropolitan statistical area changes published by the Office of Management and Budget (OMB) through the September 14, 2018 bulletin. HUD first implemented these changes through the calculation and publication FY 2022 Fair Market Rents, issued August 6, 2021. See Section III of the Federal Register notice for a discussion of changes to metropolitan area definitions.

The statutory basis for HUD's income limit policies is Section 3 of the U.S. Housing Act of 1937, as amended.<sup>2</sup> Attachment 2 provides the key excerpts relevant to income limits, which may be summarized as follows:

Low-income families are defined as families whose incomes do not exceed 80 percent of the median family income for the area.

Very low-income families are defined as families whose incomes do not exceed 50 percent of the median family income for the area.

Extremely Low-Income Families are defined as very low-income families whose incomes do not exceed the greater of 30 percent of the median family income for the area or the federal poverty guidelines as published by the Department of Health and Human Services. The Extremely Low-Income Limits based on poverty guidelines are capped by the Very Low-Income Limit.

Income limits for nonmetropolitan areas may not be less than limits based on the State nonmetropolitan median family income level.

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<sup>1</sup> Also known as HUD Public Housing/Section 8 Income Limits

<sup>2</sup> 42 U.S.C. 1437a



HUD must consult with the Secretary of Agriculture prior to establishing income limits for rural areas, since these limits also apply to certain Rural Housing and Community Development Service programs.

### **Very Low-Income Limits**

The very low-income limits (usually based on 50 percent of median family incomes) are the basis of all other income limits, as they are the best-defined income limits and have been the subject of specific, limited legislative adjustments subsequent to reviews of the HUD calculation methodology. In addition, a number of other income limit calculations are tied by legislation or regulation to their calculation.

There are currently several legislated income limit standards (e.g., 30%, extremely low-income limits, 50%, 60%, 80%, 95%, 120%) that were intended to have progressive relationships. To ensure that this occurs, the very low-income limits have been used as the basis for deriving other income limits unless that relevant statutory language has no references or relationship to low- and very low-income limits as defined by the U.S. Housing Act of 1937. If this were not done, for instance, HUD low-income limits would be less than very low-income limits in areas where very low-income limits had been adjusted upward by more than 60 percent because of unusually low area median family incomes relative to the Section 8 Fair Market Rents (FMRs).

HUD calculates very low-income limits using a set of formulae as follows. The first step is to calculate a four-person income limit equal to 50 percent of the area median family income. HUD then makes adjustments if this estimate is outside formula constraints.

More specifically, HUD calculates the very low-income limit for a four-person family as follows:

- (1) HUD calculates and sets 50 percent of the area median family income as the preliminary four-person family income limit;
- (2) HUD increases the four-person very low-income limit if it would otherwise be less than the amount at which 35 percent of it equals 85 percent of the annualized two-bedroom FMR. This adjusts income limits upward for areas where rental housing costs are unusually high in relation to the median family income;
- (3) HUD reduces the four-person very low-income limit to the greater of 80 percent of the U.S. median family income level, or the amount at which 30 percent of a four-person family's income equals 100 percent of the two-bedroom FMR. This adjusts income limits downward for areas of unusually high median family incomes;
- (4) HUD increases the four-person income limit if it is less than 50 percent of the relevant state nonmetropolitan median family income level;<sup>3</sup> and,

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<sup>3</sup> Under a Housing and Community Development Act of 1987 amendment, nonmetropolitan area income limits should

(5) HUD increases the four-person income limit if it is less than 95 percent of last year's very low-income limit and reduces to the greater of 105 percent of last year's very low-income limit or to a level representing twice the rate of change in the national median family income estimate if that amount would be larger than five percent. For FY 2022 income limits, twice the increase in the national median family income as measured from the 2018 to 2019 ACS is approximately 11.89 percent, so the cap on increases is set at 11.89 percent.

HUD uses FMRs to calculate high and low housing cost areas.

Table 1 summarizes the rules governing very low-income limit determinations:

**Table 1**  
**Summary of Income Limits Determinations for**  
**FY 2022 Very Low-income Limits**

	Type Income Limit Calculation	Non-metro Counties	Metropolitan Areas
1.	Limits based on 50% of local median family income	344	222
2.	Limits based on State nonmetropolitan median family income level	474	55
3.	Limits increased to the amount at which 35% of 4-person family's income equals 85% of the 2-bedroom FMR	11	26
4.	Limits decreased to the greater of 80% of the U.S. median family income or the amount at which 30% of a 4-person family's income equals 100% of the 2-bedroom FMR	0	0
5.	Limits floored if they would be less than 95% of last year's limit	5	0
6.	Limits capped if they would otherwise increase by more than twice the increase in the National Median Income (i.e., would be more than 105% of last year's limit)	1,127	338
7.	<b>TOTALS</b>	<b>1,961</b>	<b>641</b>

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never be set lower than the State nonmetropolitan median family income level. In implementing this provision, HUD used its discretion to apply this policy to metropolitan areas as well. Doing so avoids the anomaly of assigning higher income limits to a nonmetropolitan county than are assigned to a metropolitan area where the median family income is less than the State non-metro level but above the level for the non-metro county.

## Low-Income Limits

Most four-person low-income limits are the higher of: (a) 80 percent of the median family income, or (b) 80 percent of the State nonmetropolitan median family income level. Because HUD does not always base the very low-income limits on 50 percent of median, however, calculating low-income limits as 80 percent of median could produce anomalies inconsistent with statutory intent (e.g., very low-income limits could be higher than low-income limits). The calculation HUD uses normally, therefore, is to set the four-person low-income limit at 1.6 (i.e., 80 percent/50 percent) times the relevant four-person very low-income limit. The two exceptions to this practice are that the four-person low-income limit may not exceed the U.S. median family income (\$90,000 for FY 2022) except when justified by high housing costs; and once adjusted, HUD limits the four-person low-income limit decrease to five percent or, if increasing, caps the increase at the greater of five percent or twice the national change in median income. Use of very low-income limits as a starting point for calculating other income limits tied to Section (3)(b)(2) of the U.S. Housing Act of 1937 has the effect of adjusting low-income limits in areas where the very low-income limits have been adjusted because of unusually high or low housing-cost-to-income relationships.

Table 2 summarizes the rules governing low-income limit determinations and how many areas are affected by each provision:

**Table 2**  
**Summary of Income Limits Determinations**  
**for FY 2022 Low-income Limits**

	Type Income Limit Calculation	Non-metro Counties	Metropolitan Areas
1.	Limits based on proportional increases from very low-income limits (i.e., set at 80/50ths of the very low-income limits)	334	197
2.	Limits based on State nonmetropolitan median family income level	473	50
3.	Four-person base low-income limit capped at the U.S. median of \$90,000	1	4
4.	Limits increased for high housing costs	11	29
5.	Limits floored if they would otherwise be less than 95% of last year's low-income limit	5	0
6.	Limits capped if they would otherwise increase by more than twice the increase in the National Median Income (i.e., would be more than 105% of last year's limit)	1,137	361
	Totals	1,961	641

HUD has adjusted low-income limits for areas of unusually high or low income since passage of the 1974 legislation that established the basic income limit system. Underlying the decision to set minimum and maximum low-income limits is the assumption that families in unusually poor areas should be defined as low-income if they are unable to afford standard quality housing even if their incomes exceed 80 percent of the local median family income. Similarly, families in unusually affluent areas are not considered low-income even if their income is less than 80 percent of the local median family income level unless justified by area housing costs.

HUD uses FMRs to calculate high housing cost areas.

### **Extremely Low-Income Limits**

The Quality Housing and Work Responsibility Act of 1998 established a new income limit standard based on 30 percent of median family incomes (the extremely low-income limits), which was to be adjusted for family size and for areas of unusually high or low family income. A statutory change was made in 1999 to clarify that these income limits should be tied to the Section 8 very low-income limits. The Consolidated Appropriations Act, 2014 further modified and redefined these limits as Extremely Low Family income limits to ensure that these income limits would not fall below the poverty guidelines determined for each family size. Specifically, extremely low-income families are defined to be very low-income families whose incomes are the greater of the Poverty Guidelines as published and periodically updated by the Department of Health and Human Services or the 30 percent income limits calculated by HUD. Puerto Rico and other territories are specifically excluded from this adjustment. There are separate poverty guidelines for Alaska and Hawaii. The remaining 48 states and the District of Columbia use the same poverty guidelines. HUD therefore first calculates extremely low-income limits as 30/50ths (60 percent) of the Section 8 very low-income limits. HUD then compares these to the appropriate poverty guideline and if the poverty guideline is higher, that value is chosen. If the poverty guideline is above the very low-income limit at that family size, HUD sets the extremely low-income limit at the very low-income limit because the definition of extremely low-income limits caps them at the very low-income levels.

### **Family Size Adjustments**

The income limit statute requires adjustments for family size. The legislative history and conference committee report indicates that the Congress intended that income limits should be higher for larger families and lower for smaller families. HUD uses the same family size adjustments for all income limits, except extremely low-income limits set at the poverty income threshold. They are as follows:

<b>Number of Persons in Family and Percentage Adjustments</b>							
1	2	3	4	5	6	7	8
70%	80%	90%	Base	108%	116%	124%	132%

HUD does not include income limits for families with more than eight persons in the printed

lists because of space limitations. For each person over eight-persons, the four-person income limit should be multiplied by an additional 8 percent. (For example, the nine-person limit equals 140 percent [132 + 8] of the relevant four-person income limit.) HUD rounds income limits up to the nearest \$50. Local agencies may round income limits for nine or more persons to the nearest \$50, or they may use the un-rounded numbers. Family size-adjusted income limits are not re-tested for compliance with the cap and floor rules, as discussed below. Rounding anomalies produce some family size-adjusted income limits whose annual change may lead to a decrease of more than five percent or an increase of more than the five percent allowed for FY 2022 income limits.

Due to the extremely low-income definition changes, these family size adjustments are no longer sufficient to determine the level of extremely low-income limits. The poverty guidelines have fixed dollar amount adjustments between household sizes (different for Alaska and Hawaii than the rest of the U.S.). Therefore, the actual amounts shown for 1- to 8-person families will not necessarily follow the percentages shown above. For families with more than eight persons, HUD has developed a tool that should be used to calculate the extremely low-income limit for that area at <https://www.huduser.gov/portal/datasets/il/il21/index.html>. Please use the FY 2022 Income Limits Documentation system, pick the area in question, and select “Click Here” under the label “Extremely Low-Income Limits.” Near the bottom of the explanations, there is a drop-down box to select the number of household members needed (from 9 to 20).

### **Cap and Floor Rules**

Since FY 2010 HUD has limited all annual income limit decreases to five percent and all annual increases to the greater of five percent or twice the change in the national median family income. HUD has maintained these limits to increases and decreases in income limits for FY 2022. For FY 2022, an area’s low or very low income limits may not increase by the greater of 5 percent or twice the change in national median family income as measured by the ACS from 2018 to 2019, which is approximately 11.89 percent. The cap and floor rules do not apply to the extremely low-income limits.

This policy was implemented in the following way:

- HUD computes the four-person very low-income limit as half of the local median family income. Median family incomes are rounded to 100 so, by definition, the raw four-person income limit is rounded to 50.

- The cap for the four-person very low-income limit is last year's four-person very low-income limit multiplied by the greater of 1.05 or twice the change in the national median family income (which in FY 2021 is lower at 1.036) and rounded down to the nearest \$50. The cap is rounded down to ensure that it is less than or equal to last year's four-person very low-income limit times this cap.
- The floor for the four-person very low-income limit is last year's four-person very low-income limit multiplied by 0.95 and rounded up to the nearest \$50. The floor is rounded up to ensure that it is greater than or equal to 95 percent of last year's four-person very low-income limit.
- If the otherwise adjusted four-person very low-income limit is above the cap, then HUD sets it at the cap. If it is below the floor, then HUD sets it at the floor.
- HUD makes family size adjustments to the floored/capped four-person very low-income limit. HUD makes no additional adjustments to limits for families of more than or less than four persons for the very low-income limit, except that these are then rounded up to the nearest \$50.
- HUD applies the cap and floor in an analogous way to the four-person low-income limit.
- Income limits based on either the very low-income limit or the low-income limit do not have caps and floors recalculated.
- Family size adjusted limits may be slightly larger or smaller than the cap or floor imposed on the four-person low- and very low-income limits due to rounding.

# ATTACHMENT 1

## Income Limit Applications

HUD income limits apply to the following programs:

<b>Program</b>	<b>Income Limits Standard</b>
<b>Department of Housing and Urban Development</b>	
Public Housing	Very low -income, low-income standards, or extremely low-income limits
All Section 8 Programs	Very low-income, low-income standards, or extremely low-income limits
Indian Housing (1996 Act)	"Low-Income" is defined as the greater of 80 percent of the median family income for the Indian area or of the U.S. national median family income
Section 202 Elderly and Section 811 Handicapped programs	Very low-income or low-income standards
Section 235 (Homeownership program)	"95 percent" of area median income, or higher cost-based income limits
Section 236 (Rental program)	Low-income standard
Section 221(d)(3) (BMIR)(Below Market Interest Rate) rental program	"95 percent" of area median income, defined as 95/80ths of low-income definition
Community Planning and Development programs	Very low-income or low-income standards for current programs under management
HOME Investment Partnerships Act of 1990	"60 percent of median" and "65 percent of median" are used as income targeting and qualification requirements; both limits are tied to Section 8 income limit determinations

National Homeownership Trust Act of 1990 “95 percent” of median is referenced as the eligibility standard, with a “115 percent” of median standard for high cost areas

Low-Income Housing Preservation and Resident Homeownership Act of 1990 Affordability of units for current occupant of “moderate income” affects terms under which mortgage may be prepaid; “moderate income” is defined as 80-95 percent of median, with “80 percent” defined as the Section 8 low-income standard

### **Rural Housing and Community Development Service**

Rental and ownership assistance programs Assistance based on HUD Section 8 very low-income or low-income standards, or income limits tied to these standards

### **Treasury Programs**

Multifamily Tax Subsidy Projects (Low-Income Housing Tax Credit and Tax-exempt Mortgage Revenue Bonds for rental housing) Current standard is Section 8 very low-income standard or 120 percent of that definition (i.e., the “60 percent” of median standard) for projects determining income eligibility and rents who haven’t used income limits prior to FY 2012. **Income Limits for projects using income limits in FY 2010 or earlier will no longer use Section 8 Income Limits. A separate income limits publication is produced for this program.**

Tax-exempt Mortgage Revenue Bonds for homeownership financing 115 percent of area median income, with “115 percent” defined as 230 percent of the Section 8 very low-income standard

“Difficult Development Area” Designation (Low-Income Housing Tax Credit) Areas with the worst housing cost problems as measured by the FMR to 60 percent of median family income ratio; this designation is awarded to the population-weighted 20 percent of the metro and non-metro areas (using HUD area definitions) with the most severe problems and is recalculated annually; such areas receive special additional tax benefits under this program



“Qualified Census Tract” (Low-Income Housing Tax Credit Program Definition) Areas, as defined by the Census and designated by HUD, where 50 percent of all households have incomes less than 60 percent of the area median family income, adjusted for household size, or the poverty rate is 25 percent or higher; such areas receive special additional tax benefits under this program; this calculation is based on 2010 Census data and income limit policies and area definitions in effect as of the date estimates are prepared

“Qualified Census Tract” (Mortgage Revenue Bond Program) Areas, as defined by the Census, where 70 percent of all families have incomes less than 80 percent of the state median family income, based on 2010 Census data

### **Federal Deposit Insurance Corporation**

Disposition of Multifamily Housing to Non-profit and Public Agencies Not less than 35 percent of all dwelling units must be made available for occupancy and be affordable for low-income families, and at least 20 percent must be made available for occupancy and be affordable for very low-income families. An “affordable rent” is defined as the rent that would be paid by a family paying 30 percent of income for rent whose income is “65 percent of median”. This 65 percent figure is defined in relation to the very low-income standard (i.e., normally as 65/50ths of the standard)

Disposition of Single Family Housing For rentals, priority is given to non-profits and public agencies that make the dwellings affordable to low-income households. Households who intend to occupy a dwelling as their primary residence whose adjusted income does not exceed 115 percent of area median income, as determined by the Secretary of HUD, are given a purchase priority for the first 3 months a property is for sale.

### **Federal Home Loan Banks**

Rental program funding Priorities Very low-income, “60 percent of median” (defined as 120 percent of very low-income), and low-income standards used

Homeownership funding priorities 115 percent and 140 percent of median family income limits are used

## **Federal Housing Finance Agency**

Income-based Housing Goals of Freddie Mac and Fannie Mae	Goals for percentages of loans are established for households with incomes at or below specified percentages of the HUD-published median family income for metropolitan and nonmetropolitan areas, as detailed in 12 CFR, Part 1282. The area definitions used relate to OMB metropolitan area definitions and the median family income estimates for the nonmetropolitan portions of each state.
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## **Other Federal Banking Regulatory Provisions**

Targeting of loan funds to low-income households and areas	Varies by agency
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## **Uniform Relocation Act**

Reimbursement to households forced to relocate from their residence by Federal agency	Extent of replacement housing assistance dependent on qualifying as low-income, as defined by HUD; Act applies to all Federal agencies that initiate action that forces households to relocate from their residence
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## **Department of Veterans Affairs**

Eligibility for disability income support payments to veterans	Eligibility for nonservice-related income support payments is restricted to families with incomes below the HUD low-income standard
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## ATTACHMENT 2

### U.S. HOUSING ACT OF 1937 PROVISIONS RELATED TO INCOME LIMITS (As Amended through 2014)

#### Section 3:

(a)(1) Dwelling units assisted under this Act shall be rented only to families who are low-income families at the time of their initial occupancy of such units.....

(b) When used in this Act:

(1) The term "low-income housing" means decent, safe, and sanitary dwellings assisted under this Act....

(2)(A) The term "low-income families" means those families whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceiling higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.

(B) The term "very low-income families" means lower income families whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

C) *The term extremely low –income families means very low-income families whose incomes do not exceed the higher of—*

*(i) the poverty guidelines updated periodically by the Department of Health and Human Services under the authority of section 673(2) of the Community Services Block Grant Act applicable to a family of the size involved (except that this clause shall not apply in the case of public housing agencies or projects located in Puerto Rico or any other territory or possession of the United States); or*

*(ii) 30 percent of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families (except that the Secretary may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes).*

(D) Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. In determining median incomes (of persons, families, or households) for an area or establishing any ceilings or limits based on income under this Act, the Secretary shall determine or establish area median incomes and income ceilings and limits for Westchester and Rockland Counties, in the State of New York, as if each such county were an area not contained within the metropolitan statistical area in which it is located. In determining such area median incomes or establishing such income ceilings or limits for the portions of such metropolitan statistical area that does not include Westchester or Rockland Counties, the Secretary shall determine or establish area median incomes and income ceilings and limits as if such portion included Westchester and Rockland Counties. In determining areas that are designated as difficult development areas for the purposes of the low-income housing tax credit, the Secretary shall include Westchester and Rockland Counties, New York, in the New York City metropolitan area.

## Section 16:

### Sec. 16. (a) Income Eligibility for Public Housing

(2)(A) Targeting. - Except as provided in paragraph 4, of the public housing dwelling units of a public housing agency made available for occupancy in any fiscal year by eligible families, not less than 40 percent shall be occupied by *extremely low-income* families.

(4)(D) Fungibility Floor. - Notwithstanding any authority under subparagraph (A), of the public housing dwelling units of a public housing agency made available for occupancy in any fiscal year by eligible families, not less than 30 percent shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30 percent of the area median income, as determined by the Secretary with adjustments for smaller and larger families; except that the Secretary may establish income ceilings higher or lower than 30 percent of the area median income on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

### Sec. 16. (b) Income eligibility for Tenant-Based Section 8 Assistance

(1) IN GENERAL. - Of the families initially provided tenant-based assistance under section 8 by a public housing agency in any fiscal year, not less than 75 percent shall be *extremely low-income* families.

### Sec. 16. (c) Income Eligibility for Project-Based Section 8 Assistance

(1) Pre-1981 Act Projects. - Not more than 25 percent of the dwelling units that were available for occupancy under section 8 housing assistance payments contracts under this Act before the effective date of the Housing and Community Development Amendments of 1981, and which will be leased on or after such effective date shall be available for leasing by lower income families other than very low-income families.

(2) Post-1981 Act Projects. - Not more than 15 per cent of the dwelling units which became available for occupancy under section 8 housing assistance payments contracts under this Act on or after the effective date of the Housing and Community Development Amendments of 1981 shall be available for leasing by lower income families other than very low-income families.

(3) Targeting. - For each project assisted under a contract for project-based assistance, of the dwelling units that become available for occupancy in any fiscal year that are assisted under the contract, not less than 40 percent shall be available for leasing only by *extremely low-income families*.

(5) Exception. - The limitations established in paragraphs (1), (2), and (3) shall not apply to dwelling units made available under project-based contracts under section 8 for the purpose of preventing displacement, or, ameliorating the effects of displacement.

Section 567 of the HCD Act of 1987 Amendment Affecting Section 3 of the 1937 Act:

"For purposes of calculating the median income for any area that is not within a metropolitan statistical area (as established by the Office of Management and Budget) for programs under title I of the Housing and Community Development Act of 1974, the United States Housing Act of 1937, the National Housing Act, or title V of the Housing Act of 1949, the Secretary of Housing and Urban Development or the Secretary of Agriculture (as appropriate) shall use whichever of the following is higher:

- (1) the median income of the county in which the area is located; or,
- (2) the median income of the entire nonmetropolitan area of the State.

IN THE BOARD OF COMMISSIONERS OF THE  
HOMES FOR GOOD HOUSING AGENCY, OF LANE COUNTY OREGON

ORDER 22-24-08-01H

In the Matter of Updating the Housing Choice  
Voucher Administrative Plan, Using Income  
Limits for Eligibility

WHEREAS, Homes for Good is permitted to establish additional categories of eligible low-income families under 24CFR 982.201.

WHEREAS, Homes for Good proposes to establish eligibility for the Veterans Administration Supportive Housing (VASH) Program at 80% Area Median Income (AMI).

NOW IT IS THEREFORE ORDERED THAT:

The Housing Choice Voucher Administrative Plan for Fiscal Year 2022 shall be revised as follows:

Page 3-11 is amended to state under Using Income Limits for Eligibility,

*The PHA has established that Veterans Administration Supportive Housing (VASH) families will be eligible at 80% Area Median Income (AMI).*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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Chair, Homes for Good Board of Commissioners

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Secretary, Homes for Good Board of Commissioners



# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 08/24/2022

**AGENDA TITLE:** Board Order 22-24-08-02H In the Matter of Proposed Revisions to the Public Housing Lease Agreement and Community Rules

**DEPARTMENT:** Supportive Housing Division

**CONTACT :** Melanie Church

**EXT:** 682-2588

**PRESENTER:** Melanie Church

**EXT:** 682-2588

**ESTIMATED TIME :** 10

- ORDER/RESOLUTION**
- PUBLIC HEARING/ORDINANCE**
- DISCUSSION OR PRESENTATION (NO ACTION)**
- APPOINTMENTS**
- REPORT**
- PUBLIC COMMENT ANTICIPATED**

**Approval Signature**

A handwritten signature in black ink, appearing to be "JAF", is written over the signature line.

**EXECUTIVE DIRECTOR:**

**DATE:** 8/16/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**





## **HOMES FOR GOOD MEMORANDUM**

**TO:** Homes for Good Board of Commissioners  
**FROM:** Melanie Church, Compliance and Data Analyst  
**TITLE:** In the Matter of Proposed Revisions to the Public Housing Lease Agreement and Community Rules  
**DATE:** August 24<sup>th</sup>, 2022

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### **MOTION:**

It is moved that the Homes for Good Board of Commissioners approve the proposed revisions to the Public Housing Lease Agreement and Community Rules.

### **DISCUSSION:**

#### **A. Issue**

Homes for Good may modify the Public Housing Lease Agreement at any time by written agreement of the tenant and the Public Housing Authority (PHA) [24 CFR 966.4(a)(3)]. Homes for Good has given residents at least 30 days advance notice of the proposed changes, an opportunity to comment on the changes, and considered any comments before formally adopting a new lease [24 CFR 966.3]. Homes for Good proposes an effective date of October 1, 2022. Board approval is required for any lease changes in accordance with [24 CFR 966.4(l)(2)(iii)(E)], and approval will allow the required 60 days advance notice of the lease revision for residents.

#### **B. Background**

As a result of the pandemic, the Department of Housing and Urban Development (HUD) issued required changes in the timeframe for lease termination due to nonpayment of rent. This change extends the 14-day period to 30 days. In Fiscal Year 2021, Homes for Good made the decision to remove repeated late payment as grounds for lease termination from the Public Housing Admissions and Continued Occupancy Policy Plan (ACOP). These terms of the Lease Agreement have not been utilized since those changes were approved but the language still needs to be removed from the Lease Agreement.

In addition, Community Rules are incorporated by reference into the Lease Agreement, which had not been updated since 2018. These updates and changes have been recommended by the Supportive Housing Portfolio Manager in cooperation with the on-site Public Housing Property Managers, our legal team, and our Resident Advisory Board, in order to clarify the existing rules



and add additional guidelines where necessary to improve the quality of life at Homes for Good Public Housing properties.

C. **Analysis**

The Public Housing Lease Agreement changes are as follows:

Current Language	New Language
17. Termination of the Lease (a)(2) Repeated late payment, which shall be defined as failure to pay the amount of rent due by the 7th day of the month, or other charges by their due date;	Deleted, removed from the Admissions and Continued Occupancy Policy Homes for Good will no longer consider terminating tenancy for repeated late payments, as long as the lease violation is cured by the due date.
17. Termination of the Lease (c )(1) 14 days in the case of failure to pay rent;	<b>30</b> days in the cause of failure to pay rent;  <b>Note: This is a HUD required changed.</b>

The Public Housing Community Rules changes below are reflective of policies that were previously included in the Public Housing lease and have now been consolidated into the Community Rules:

- Between quiet hours of 10:00 p.m. and 7:00 a.m., noise or any conduct that disturbs the quiet enjoyment of any other resident and exceeds what is normal and customary for apartment housing is not permitted. You must restrict vocal, instrumental, radio, and television noise to a reasonable degree of volume. Reasonable means during the day that it does not disturb others and during the night that it cannot be heard outside the dwelling.
- Residents, their guests, or other persons under Resident's control shall not interfere with management of the Premises. Interference with management includes but is not limited to verbal harassment (e.g. screaming, yelling, swearing, or using profane or offensive words), written harassment (e.g. cyberbullying, sending mails or emails with profane or offensive words or posting untrue statements on site or online), and physical harassment (e.g. assaulting, battering, intimidating, threatening physical harm, or preventing work to be performed) of Homes for Good staff or contractors.
- The following items are not allowed anywhere on the property for insurance and safety reasons: waterbeds, hot tubs, swimming or wading pools, "Slip and Slides" or similar attractions, trampolines, bounce houses or similar attractions, portable space heaters, drones, bonfires, fire pits or similar fire container, fireworks or other hazardous, volatile or explosive materials.
- Do not leave personal items, including any free or giveaway piles, in the laundry room. Any items left overnight may be discarded.



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- Homes for Good may trespass any person from its property for criminal activity or other behavior affecting the health, safety, or peaceful enjoyment of residents. Allowing trespassed people on the property or in your unit is a violation of these rules.
- Homes for Good and any other person designated by Homes for Good retain control over any common areas of the property of which the Premises are a part for the purposes of enforcing state trespass laws and shall be the “person in charge” for that purpose as that phrase is defined at ORS 164.205(5). If Homes for Good excludes a person from the common areas, Resident may not invite such person into their unit or grant permission to such person to enter or remain on the common areas.
- You may not store any items in common areas. Items left in common areas may be disposed of by management. No objects or liquids are allowed to fall from balconies, decks, windows, or walkways.
- The number and size of plants must be reasonable and not cause blocked egress or damage to the building or other structures. When watering plants, use appropriate containers under pots and ensure the water does not overflow.
- Residents must comply with all applicable codes and regulations related to the use of BBQs. Electric grills and BBQs that use one pound propane cylinders are permitted for use on private balconies and patios. All other BBQs or grills must be a minimum of 10 feet from the building and combustible materials while in use. Supervise all grills and BBQs at all times. Be courteous about smoke. Do not dispose of charcoal in the trash until completely cooled. Disconnect propane or unplug electric when not in use.
- Do not install or attach radio or television antennas, wires or cables, satellite dishes, video surveillance (such as security cameras or video doorbells) or air conditioners to the building or fencing without written permission from your Property Manager.
- No temporary structures, such as trailers, tents, shacks, barns, canopies, or sheds, will be allowed in the common areas, parking lots, or on decks, patios, or yards without written permission from your Property Manager.
- Do not display, install, or attach stickers, signs, awnings, canopies, shutters, or tarps to the building or fencing. Political and religious signs and flags may not be posted in yards or common areas. Only window coverings included with the unit should be facing out.
- Bird feeders are allowed unless they create a pest control issue.

Homes for Good has created a proposed addition to the Community Rules that complies with Oregon law and addresses resident safety needs about weapons as follows:

- Weapons of any kind, including, but not limited to, dart guns, air guns, BB guns, slingshots, hand- guns, rifles, or any mechanism that could be used to propel an



object that could cause harm to person or property are not allowed in the common areas, are not allowed in the office, are not allowed anywhere on the premises outside of the actual unit, and are not allowed to be displayed, shown, exposed, demonstrated, or exhibited anywhere in the community premises, except in case of self-defense or the need for imminent and immediate protection of residents' life or property, or for self-defense or immediate and imminent protection of resident, resident's occupants, guests or invitee's life, or property.

- If a resident desires to possess a legal weapon in resident's unit in that case the resident must safely and inconspicuously carry said legal weapon to and from the resident's unit in a manner that resident ensures other residents and staff do not see said weapon. Legal weapons are never allowed visibly on the property outside of the unit. If resident or resident's occupants do possess a legal weapon in the unit, resident shall be responsible for the proper and safe possession, handling and storage of said weapon.
- Homes for Good is not and shall not be responsible in any way to resident, occupants, guests, or invitees for any accidental, negligent, or intentional act involving any weapon or discharge thereof on, near, or off the property.

The proposed changes were reviewed with the Resident Advisory Board (RAB) and put out for the required 30-day comment period. The Resident Advisory Board provided feedback on specific language choices and were supportive of the proposed rule changes. From the comment period, inquiries that Homes for Good received include the following:

- If specific yard signs were acceptable (answer: yes, because they were neither political nor religious)
- Clarification of parking rules regarding families with more than one vehicle in the Parking Agreement (an attachment to but not directly in the Community Rules). Response: one vehicle is allowed per assigned driveway but there are no additional restrictions on public street parking in front of individual residences.
- Further clarification of parking rules asking to adjust the language to make it clearer where guests are allowed to park on the Parking Agreement (an attachment to but not directly in the Community Rules). Response: we will make this change for clarity.
- When late fees are assessed on automatic bank drafts if the resident is unable to determine when that payment is pulled from their account (answer: residents will not be assessed a late fee on bank drafts that residents do not control.) Note: a new online payment portal for residents officially launching for October 1, 2022 will give residents greater control over how and when they pay prior to the due date.



D. **Furtherance of the Strategic Equity Plan**

These changes support our Strategic Equity Plan goals focused on Listening to Our Community and Leading and Growing Ethically, specifically through an intentional focus on incorporating feedback from the people we serve and by identifying and addressing barriers to success in our programs. We believe these changes will improve the resident experience by clarifying rules and expectations and removing unnecessary requirements. For example, removal of lease terminations for repeated late payments does not penalize low-income households who do ultimately meet their financial lease obligations.

E. **Alternatives & Other Options**

Several of the proposed changes are legally required and do not have another option. Alternative revisions could be made to discretionary policies and rules if the proposed changes are not approved.

F. **Timing & Implementation**

These proposed changes would be implemented through new Public Housing Lease Agreements and Community Rules signed throughout the month of September to be effective October 1, 2022.

G. **Recommendation**

It is recommended that the Board approve the modifications to the Public Housing Lease Agreement and Community Rules.

H. **Follow Up**

None.

I. **Attachments**

CFR References  
Public Housing Lease Agreement and Community Rules with proposed changes  
Redacted resident letter regarding changes

## **8-I.D. MODIFICATIONS TO THE LEASE**

The lease may be modified at any time by written agreement of the tenant and the PHA [24 CFR 966.4(a)(3)].

### **Modifications to the Lease Form**

The PHA may modify its lease from time to time. However, the PHA must give residents at least thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. The PHA must also consider any comments before formally adopting a new lease [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(l)(2)(iii)(E)].

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

After the proposed revisions become effective, they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [24 CFR 966.5].



## COMMUNITY RULES

Effective October 1, 2022

### 1. Fair Housing

Homes for Good is a steward of valuable public resources and is dedicated to ensuring equity in housing. As a housing provider, we have a responsibility to all who are in our community to make sure that you know how you and your guests are protected from illegal "harassment, threats and intimidation" under Fair Housing laws.

We will respond to any and all complaints of harassment related to race, national origin, religion, disability, gender, marital status, familial status (presence of children), source of income, sexual orientation and gender identity that are made against residents, guests, or staff.

### 2. Conduct

You, your household members, and guests must conduct themselves in a manner that will not unreasonably disturb the peaceful enjoyment of the premises by others. Between quiet hours of 10:00 p.m. and 7:00 a.m., noise or any conduct that disturbs the quiet enjoyment of any other resident and exceeds what is normal and customary for apartment housing is not permitted. You must restrict vocal, instrumental, radio and television noise to a reasonable degree of volume. Reasonable means during the day that it does not disturb others and during the night that it cannot be heard outside the dwelling.

Consuming alcoholic beverages in recreation rooms, laundry areas, parking lots or other common areas is not permitted. Drunken or disorderly conduct and verbal or physical abuse of residents, Homes for Good staff, contractors, and other persons on the property will not be tolerated.

### 3. Interference with Management

Residents, their guests, or other persons under Resident's control shall not interfere with management of the Premises. Interference with management includes but is not limited to verbal harassment (e.g. screaming, yelling, swearing, or using profane or offensive words), written harassment (e.g. cyberbullying, sending mails or emails with profane or offensive words or posting untrue statements on site or online), and physical harassment (e.g. assaulting, battering, intimidating, threatening physical harm, or preventing work to be performed) of Homes for Good staff or contractors.

### 4. Household Members

Only the people listed on your lease can live in the unit. You must also immediately report any member who leaves your household. To request to add a person to your household, please contact your Property Manager. You may not move someone into your unit without prior written approval.

### 5. Unit Absence

Notify your Property Manager if you will be gone more than seven days. Absences of 30 days or more require written permission from your Property Manager.

Absence requests between 60 and 180 days must be documented, verified by a third-party, and approved by the Supportive Housing Director. Verification must include the reason for absence and the expected date you will return to your unit.

Permission for absences between 90 and 180 days is only granted for extenuating circumstances, like extended stays in hospitals or rehabilitation centers. HUD does not allow absences longer than 180 days.

### 6. Guests

Anyone not listed on your lease is considered a guest. Guests can stay up to 14 days in a row or a total of 30 days during any 12-month period. Exceptions will be granted on a case-by-case basis.

You must notify your Property Manager when overnight guests will be staying in your unit for more than seven days. Homes for Good requires guests for longer visits to provide proof of their own permanent address. Guests are not allowed to receive mail at your unit.

## 7. Inside Your Unit

You must occupy your unit only as a dwelling unit, and you must use the parts of the premises including the living room, bedroom, kitchen, bathroom, and dining room in a reasonable manner.

Properly use and maintain all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in compliance with provided instructions. Do not block vents. Keep the heat set to 65°F or warmer in your unit. All furniture, drapes and all other objects at least 12 inches from baseboard or wall heating units. Keep heating units clean and free of dust, debris, or blockage. Cooking appliances and the kitchen ventilating fan must be kept free of grease. Keep your unit clean and free from debris, filth, garbage, and pests. You are responsible for the cost of any damage caused by stopping, slowing, or clogging of waste pipes or overflow from bathtubs, showers, toilets or sinks.

In the event of severe temperature changes, you must take reasonable preventive measures to prevent pipes from freezing including, but not limited to, following any instructions provided by Homes for Good, maintaining adequate heat, and leaving all inside water trickling (both hot and cold).

You may only use picture hooks or nails under one inch long on interior walls.

You must not:

- ⊗ Drill, nail, or screw into doors, cabinets, trim, or window frames
- ⊗ Stack items too high or store excessive items that cause a hazard
- ⊗ Block access to doors or windows
- ⊗ Burn incense or candles without prior written consent
- ⊗ Make modifications without permission
- ⊗ Replace doorknobs or install additional locks
- ⊗ Use permanent adhesive strips
- ⊗ Wallpaper or paint

## 8. Mold and Mildew

Mold and mildew growth indoors are common issues in the Pacific Northwest due to the humid weather. The main causes of mold and mildew growth are too much moisture, not enough air flow, and cold surfaces. To prevent mold and mildew growth:

**Use exhaust fans:** Keep indoor humidity low by using bathroom fans during and for an hour after showering or bathing. Always use the exhaust fan above the stove when cooking. If your laundry area has an exhaust fan installed, always use it while doing laundry.

**Keep air flowing:** Raise your blinds or shades as often as possible every day so the windowpanes can breathe. Keep furniture at least 1" away from walls so air can flow. Use a box spring or bed frame so the bottom of your mattress can breathe.

**Keep the temperature at or above 65°F:** Cold surfaces pull in condensation and allow mold & mildew to thrive. Do not turn off heat in any rooms, especially bedrooms. Open closet doors regularly.

**Check for moisture:** Regularly check, clean, and dry window tracks, and around sinks, toilets, showers, and tubs. Do not keep an excess number of houseplants.

**Clean up spills:** Dry any water that spills or overflows to prevent water damage. This includes from showers, tubs, toilets, sinks, or from spills on carpets, rugs, or floors.

**Clean problem areas:** If mold or mildew appear on any indoor surfaces less than roughly a one to two square foot patch, immediately scrub it off with soap and water (bleach is unnecessary), and then rinse and dry the surface.

Please call the work order line if you have any leaking water or plumbing issues, if mold or mildew growth covers more than a one to two square foot area, or if growth reappears and you are unable to remove it.



## **9. Safety and Security**

Do not climb on or over balcony railings or fences, store objects on railings, or throw objects off balconies. Doors and windows should be kept locked. You are responsible for submitting a work order if locks are not functional. Use caution near windows. Window screens are not intended to support a person's weight or prevent a person falling from an open window.

Take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials. Do not hang items on or tamper with fire safety systems, including tampering with or obstructing smoke detectors and sprinkler heads. You shall be responsible for testing smoke alarms and Carbon Monoxide alarms and reporting in writing any malfunction to Homes for Good. Homes for Good shall not be held liable in any civil action for damages for death or injury to persons or property resulting from the mechanical failure of a smoke alarm or carbon monoxide alarm required under Oregon law. You shall not remove or tamper with properly functioning smoke alarms or carbon monoxide alarms, including removing any working batteries.

Skateboards, bikes, roller blades and scooters are not allowed on walkways or landscaping. Do not engage in recreational activities in parking lots.

Take special care to prevent slip and falls on stairs, walkways, and parking lots during icy or snowy weather.

The following items are not allowed anywhere on the property for insurance and safety reasons: waterbeds, hot tubs, swimming or wading pools, "Slip and Slides" or similar attractions, trampolines, bounce houses or similar attractions, portable space heaters, drones, bonfires, fire pits or similar fire container, fireworks or other hazardous, volatile or explosive materials.

## **10. Lockouts**

If you are locked out during regular business hours, you may be let in for no charge. For afterhours lockouts, call the emergency work order line. You will be charged for this service. You may also call a professional locksmith to gain access to your unit, but they may not change the lock.

## **11. Laundry Facilities**

Laundry facilities are for resident-use only. Only use the room while doing laundry. Do not overload machines. Do not sit on machines or tables. Be respectful of your neighbors by promptly removing laundry and cleaning the machines when done. Please clear the lint traps after drying. Using dyes and tints in the machines is not allowed. Obey all posted rules and hours.

Do not leave personal items, including any free or giveaway piles, in the laundry room. Any items left overnight may be discarded.

For washer or dryer problems, please submit a work order or contact the vendor listed on the machine. Homes for Good is not responsible for any loss or damages.

## **12. Trash Disposal and Hazardous Materials**

You must promptly dispose of all garbage, rubbish and other waste in a clean, safe and legal manner. Place all trash inside the dumpster or garbage can provided.

Do not leave furniture or other oversized items around the dumpster or garbage can provided. Any "overflow" charges resulting from overfilled trash receptacles or extra items placed out with the trash for pick up will be billed to you. Please contact your Property Manager for information about disposal of large items.

Do not leave garbage, trash or any waste items on the outside of your unit at any time.

Do not rummage through or remove discarded trash or recycling.

Hazardous, volatile or explosive materials must not be kept or disposed of on the premises (in or outside your unit, or in any of the common areas, buildings or grounds) other than household cleaning products customarily purchased at a grocery store and used for household cleaning.

### **13. Outside Areas**

Unit entry areas, balconies, decks, patios, yards, and other areas visible to the outside are not storage areas. Do not block or clutter sidewalks, entryways, stairwells, and ramps. Keep them clean and free from debris and excessive clutter. You may not store any items in common areas. Items left in common areas may be disposed of by management. No objects or liquids are allowed to fall from balconies, decks, windows, or walkways. Outdoor furniture or equipment must be clean and designed for outdoor use.

No one may enter or use any areas of the property that are not intended for use by residents, such as roofs, attics, crawlspaces, and maintenance shops and closets.

The number and size of plants must be reasonable and not cause blocked egress or damage to the building or other structures. When watering plants, use appropriate containers under pots and ensure the water does not overflow.

Residents must comply with all applicable codes and regulations related to the use of BBQs. Electric grills and BBQs that use one pound propane cylinders are permitted for use on private balconies and patios. All other BBQs or grills must be a minimum of 10 feet from the building and combustible materials while in use. Supervise all grills and BBQs at all times. Be courteous about smoke. Do not dispose of charcoal in the trash until completely cooled. Disconnect propane or unplug electric when not in use.

Do not install or attach radio or television antennas, wires or cables, satellite dishes, video surveillance (such as security cameras or video doorbells) or air conditioners to the building or fencing without written permission from your Property Manager.

No temporary structures, such as trailers, tents, shacks, barns, canopies, or sheds, will be allowed in the common areas, parking lots, or on decks, patios, or yards without written permission from your Property Manager.

Political and religious signs and flags may not be posted in yards or common areas. Only window coverings included with the unit should be facing out. Except for blinds provided by Homes for Good, no window coverings shall be installed, maintained or displayed in any window or glass door if the window coverings can be viewed from the exterior of the building. Do not place any sheets, blankets, plastic, cardboard, paper, foil, foam, or any other such items over the interior or exterior of any windows or glass doors.

Do not display, install, or attach signs, awnings, canopies, shutters, or tarps to the building or fencing. Do not drill, nail, or screw into, attach stickers, or use permanent adhesives on the outside of the building, doors, fence, or any other structure. Do not hang or attach anything, including plants, from the gutters.

Residents in single family homes and duplexes are responsible for snow and ice removal on private sidewalks and walkways. Homes for Good maintains common parking lots and walkways. You are responsible for uncovering your own vehicles.

In the event of severe temperature changes, you must take reasonable preventive measures to prevent pipes from freezing including, but not limited to, following any instructions provided by Homes for Good regarding weatherization and disconnecting exterior hoses.

### **14. Pest Control**

Do not leave pet food or other food outside the unit. Bird feeders are allowed unless they create a pest control issue.

You agree to promptly report any pest problems or signs of pests.

You must prepare your unit for treatments to ensure the safety and effectiveness of the treatment by following Homes for Good's and the pest control company's instructions. If you have not prepared your unit by the scheduled time of service, you may be charged for the pest control service call.

You are responsible for notifying Homes for Good in writing of any anticipated health or safety concerns related to extermination and the use of pesticides.

## 15. Yard Care

Homes for Good maintains all landscaping at the following properties:

Parkview Terrace, Lindeborg Place, Veneta Villa, Cresview Villa, Riverview Terrace, Firwood Apartments, Legion Cottages, Fourteen Pines Apartments, and Village Oaks Apartments.

You are required to maintain yards and outdoor areas that are a part of your unit. You may request to have a small garden if you have a private yard. Gardening in common areas is not permitted without written permission.

At the following properties, the resident is responsible as indicated by the X below:

Property	Front Yard	Back Yard
Laurelwood Homes	X	X
McKenzie Village	X	X
Veneta Scattered Sites	X	X
Pengra Court		X
Maplewood Meadows		X
Abbie Lane Courts		X

If you are responsible for yard care, you must:

- Provide your own lawn care equipment and supplies.
- Mow your lawn and not let grass or weeds grow taller than six inches.
- Water the lawn, depending on the weather, up to 30 minutes twice a week, covering all areas well.
- Remove leaves, debris and excessive lawn clippings regularly as to not damage the lawn.
- Comply with city issued leaf clean-up notices.
- Disconnect exterior hoses and place insulating faucet covers over hose bibs during winter months.
- Keep shrubs, invasive species (such as blackberries), and all other plantings at least 12 inches from any fence or building.

Any major work, including tree trimming, must be coordinated through your Property Manager. If trees, shrubs, or bushes become weakened due to weather, vandalism or old age, please report it to the work order line. You will not be charged for required non-routine yard maintenance.

If you do not maintain your yard and have not complied with a written notice of the violation, Homes for Good may complete yard maintenance work and bill you for the work.

## **16. Vehicles**

Vehicles kept on Homes for Good property must be registered to the household, in legal operating condition, have current license plates and registration, and be properly parked. Improperly parked vehicles may be towed at the owner's expense. Improper parking includes:

- Parking in disabled persons' space, No Parking area, Reserved or Designated space, Visitor Parking, and 2 spaces.
- Blocking driveway, mailboxes, access, or fire hydrant.

Vehicles must not be parked in a way that damages property or creates a safety hazard. Vehicles that cannot be properly parked must be kept off the property. You are financially liable and responsible for any damage to the property or to persons caused by your vehicle. Homes for Good is not liable for any damage to your vehicle caused by weather, other residents, or forces outside of its control.

Vehicle use on or near the property that violates law or ordinance is a violation of these rules.

Stored vehicles are not allowed (if not moved every 3 days). No inoperable or dismantled vehicles shall be stored on the premises. Any vehicle that is not operational and street legal, excessively leaking fluids, or not being driven regularly must be removed from the property or may be towed at the owner's expense.

Trailers, campers, storage pods, oversized, and recreational vehicles or boats are not allowed on the property without written permission. Permission will be granted only on a temporary basis.

Minor vehicle maintenance is allowed, such as checking fluids or changing a tire, but must be attended at all times and not exceed 24 hours. Vehicle repair is not allowed on the property.

The speed limit on all Homes for Good property is 10 miles per hour. Speeding is a safety hazard, and will be considered a violation of these rules.

## **17. Insurance**

Residents are not allowed to keep or do anything in any unit or common area that will increase the insurance rate for the property or result in cancellation of the property insurance.

Homes for Good shall not be liable for damages or Resident's losses of any kind caused by the lack of heat, refrigeration or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of Homes for Good.

Homes for Good is not responsible for personal property left in common areas or any other location on the premises. Homes for Good insurance policy does not cover the contents of resident units or personal liability. Homes for Good recommends that the resident obtains a renter's insurance policy.

## **18. Weapons**

Weapons of any kind, including, but not limited to, dart guns, air guns, BB guns, slingshots, hand-guns, rifles, or any mechanism that could be used to propel an object that could cause harm to person or property are not allowed in the common areas, are not allowed in the office, are not allowed anywhere on the premises outside of the actual unit, and are not allowed to be displayed, shown, exposed, demonstrated, or exhibited anywhere in the community premises, except in case of self-defense or the need for imminent and immediate protection of residents' life or property, or for self-defense or immediate and imminent protection of resident, resident's occupants, guests or invitee's life, or property.

If a resident desires to possess a legal weapon in resident's unit in that case the resident must safely and inconspicuously carry said legal weapon to and from the resident's unit in a manner that resident ensures other residents and staff do not see said weapon. Legal weapons are never allowed visibly on the property outside of the unit. If resident or resident's occupants do possess a legal weapon in the unit, resident shall be responsible for the proper and safe possession, handling and storage of said weapon.

Homes for Good is not and shall not be responsible in any way to resident, occupants, guests, or invitees for any accidental, negligent, or intentional act involving any weapon or discharge thereof on, near, or off the property.

## 19. Smoke-Free Policy

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

Smoking is prohibited in all units and interior areas, including but not limited to hallways, offices, community rooms, laundry rooms and similar areas. Smoking is also prohibited in outdoor areas within 25 feet within 25 feet of housing, administrative buildings, community gardens, courtyards & playgrounds. At smoke-free properties, you must be on the public sidewalk or other non-Homes for Good property to smoke.

“Smoking” is defined as any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product, plant, or compound. This includes water pipes, hookahs, e-cigarettes, and vapes.

You acknowledge that the No Smoking Policy:

- a. Does not make Homes for Good a guarantor for your health or for the smoke-free condition of the non-smoking areas of the property. However, Homes for Good will take reasonable steps to enforce the policy.
- b. Is not a promise or guarantee that Homes for Good property will be smoke-free.
- c. Does not imply or express warranties that the property will have any higher or improved air quality standards than any other rental property.
- d. Residents with respiratory ailments, allergies, or other conditions relating to smoke are hereby notified that Homes for Good does not assume any higher duty of care to enforce the No Smoking Policy than any other obligation under the Lease Agreement.
- e. Any violation of the rules and regulations in the Lease Agreement, which includes the No Smoking Policy, may be grounds for termination of tenancy.

Any wall, ceiling, or other damage caused by the buildup of smoke, nicotine, or any other residue as a result of smoking as defined above is very difficult and costly to repair. You will be held financially responsible for any repairs of damage caused by smoking.

### **Smoke-Free Properties**

Smoking must take place off Homes for Good property

- McKenzie Village
- Pengra Court
- Single-family homes & duplexes
- Maplewood Meadows
- Abbie Lane Courts
- Legion Cottages
- 100 West 13th Administrative Building

### **Smoke-Free within 25 feet of Housing, Administrative Buildings, Community Gardens, Courtyards & Playgrounds**

- Laurelwood Homes
- Lindeborg Place
- Parkview Terrace
- Village Oaks Apartments
- Fourteen Pines
- Veneta Villa
- Riverview Terrace
- Cresview Villa

### **Smoke-Free within 10 feet of Buildings**

Firwood Apartments

## 20. Illegal Drugs and Controlled Substances

The possession, use, sale, manufacture or distribution of any illegal drug or controlled substance on Homes for Good property is prohibited and may result in lease termination.

Marijuana is not permitted in federally subsidized housing. Oregon marijuana guidelines apply in non-federally subsidized housing.

## 21. Trespass

Homes for Good may trespass any person from its property for criminal activity or other behavior affecting the health, safety, or peaceful enjoyment of residents. Allowing trespassed people on the property or in your unit is a violation of these rules.

Homes for Good and any other person designated by Homes for Good retain control over any common areas of the property of which the Premises are a part for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined at ORS 164.205(5). If Homes for Good excludes a person from the common areas, Resident may not invite such person into their unit or grant permission to such person to enter or remain on the common areas.

## 22. Designated Location for Attached Notices

For delivery of notices attach in a secure manner to the locations listed below by property.

Property	Location
Laurelwood Homes	Front door of office at 1137 Maple Street Florence, OR 97439
Pengra Court	Front door of office at McKenzie Village 300 West Fairview Dr Springfield, OR 97477
McKenzie Village	Front door of office at McKenzie Village 300 West Fairview Dr Springfield, OR 97477
Maplewood Meadows	Front door of office at 2855 Matt Drive Eugene, OR 97408
Parkview Terrace	Inside courtyard door of community room at 255 High Street Eugene, 97401
Veneta Villa	Front door of office at 25115 East Broadway Ave Veneta, OR 97487
Veneta Scattered Sites	Front door of office at 25115 East Broadway Ave Veneta, OR 97487
Lindeborg Place	Front door of community room at 840 Holly Street Junction City, OR 97448
Cresview Villa	Front door of community room at 350 S 2nd Ave Creswell, OR 97426
Riverview Terrace	Front door of office at 925 W Main St Cottage Grove, OR 97424
Fourteen Pines Apts	Front door of office & community room door at 2712-2844 Willakenzie Rd Eugene, OR 97401
Village Oaks Apts	Front door of office at 3602 West 18th Street Eugene, OR 97402
Abbie Lane Courts	Front door of office at 1011 Abbie Lane Eugene, OR 97401
Firwood Apartments	Front door of office at 2111 West 12th Eugene, OR 97402
Legion Cottages	Front door of office at 925 W Main St Cottage Grove, OR 97424

Community Rules are an addendum to the Lease Agreement.

With my signature, I understand and agree to follow these Community Rules:

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homes for Good Signature: \_\_\_\_\_ Date: \_\_\_\_\_



██████████-240

June 29, 2022



Dear ██████████

This letter is to notify you that Homes for Good is proposing changes to our Public Housing Lease Agreement and Community Rules. We welcome your feedback and look forward to your continued residency. If you have questions, please contact your Property Manager or Assistant Property Manager.

1. This is your 30 days advance notice of the proposed changes and an opportunity to comment on the changes. Homes for Good will consider any comments before adopting a new lease [24 CFR 966.3].
2. After Homes for Good Board approval, each family will be notified at least 60 days in advance of the effective date of lease changes. You will be notified when Homes for Good is ready to offer lease signing appointments.
3. Your household will have 30 days to accept the revised lease. A resident's refusal to accept approved lease changes in accordance with HUD requirements is grounds for termination of tenancy [24 CFR 966.4(I)(2)(iii)(E)].

You can find highlighted changes on the following pages. You may also review or print the Public Housing Lease Agreement and Community Rules:

- At [www.homesforgood.org](http://www.homesforgood.org) (Services for Residents/Resident Toolkit/Downloads and Resources)
- Mailed to you upon request
- In your Public Housing property on-site office during office hours
- In the lobby of our Homes for Good Service Center at 100 West 13<sup>th</sup> Avenue Eugene, OR 97401

You may submit written comments about the Lease Agreement and Community Rules changes until July 31, 2022. Written comments should be sent to [mchurch@homesforgood.org](mailto:mchurch@homesforgood.org) **or**

Homes for Good  
Attention: Melanie Church  
100 West 13<sup>th</sup> Avenue  
Eugene, OR 97401

**Due to the pandemic, Homes for Good waived all late rent fees. Please be advised that beginning October 1, 2022, rent paid after the eighth of the month will be charged a \$50 late fee.**

Thank you,  
Andrea Bishop  
Portfolio Manager

## Summary of Proposed Public Housing Lease Changes

- Changes include minor revisions to formatting, grammar, and references to updated document titles.
- Property rules are now included in the Community Rules.
- Introducing a new Parking Agreement that has been included for your review.
- Specific changes are shown in the table below:

Current Language	New Language
17. Termination of the Lease (a)(2) Repeated late payment, which shall be defined as failure to pay the amount of rent due by the 7th day of the month, or other charges by their due date;	Deleted, removed from the Admissions and Continued Occupancy Policy  Homes for Good will no longer consider terminating tenancy for repeated late payments, as long as the lease violation is cured by the due date.
17. Termination of the Lease (c )(1) 14 days in the case of failure to pay rent;	<b>30</b> days in the case of failure to pay rent;  <b>Note: This is a HUD required changed.</b>

## Summary of Proposed Community Rules Changes

Community Rules are a part of your entire Public Housing Lease Agreement. Important things to know:

- Between quiet hours of 10:00 p.m. and 7:00 a.m., noise or any conduct that disturbs the quiet enjoyment of any other resident and exceeds what is normal and customary for apartment housing is not permitted. You must restrict vocal, instrumental, radio and television noise to a reasonable degree of volume. Reasonable means during the day that it does not disturb others and during the night that it cannot be heard outside the dwelling.
- Residents, their guests, or other persons under Resident's control shall not interfere with management of the Premises. Interference with management includes but is not limited to verbal harassment (e.g. screaming, yelling, swearing, or using profane or offensive words), written harassment (e.g. cyberbullying, sending mails or emails with profane or offensive words or posting untrue statements on site or online), and physical harassment (e.g. assaulting, battering, intimidating, threatening physical harm, or preventing work to be performed) of Homes for Good staff or contractors.
- The following items are not allowed anywhere on the property for insurance and safety reasons: waterbeds, hot tubs, swimming or wading pools, "Slip and Slides" or similar attractions, trampolines, bounce houses or similar attractions, portable space heaters, drones, bonfires, fire pits or similar fire container, fireworks or other hazardous, volatile or explosive materials.
- Do not leave personal items, including any free or giveaway piles, in the laundry room. Any items left overnight may be discarded.
- Homes for Good may trespass any person from its property for criminal activity or other behavior affecting the health, safety, or peaceful enjoyment of residents. Allowing trespassed people on the property or in your unit is a violation of these rules.

Homes for Good and any other person designated by Homes for Good retain control over any common areas of the property of which the Premises are a part for the purposes of enforcing state trespass laws and shall be the "person in charge" for that purpose as that phrase is defined at ORS 164.205(5). If Homes for Good excludes a person from the common areas, Resident may not invite such person into their unit or grant permission to such person to enter or remain on the common areas.

- You may not store any items in common areas. Items left in common areas may be disposed of by management. No objects or liquids are allowed to fall from balconies, decks, windows, or walkways.
- The number and size of plants must be reasonable and not cause blocked egress or damage to the building or other structures. When watering plants, use appropriate containers under pots and ensure the water does not overflow.



- Residents must comply with all applicable codes and regulations related to the use of BBQs. Electric grills and BBQs that use one pound propane cylinders are permitted for use on private balconies and patios. All other BBQs or grills must be a minimum of 10 feet from the building and combustible materials while in use. Supervise all grills and BBQs at all times. Be courteous about smoke. Do not dispose of charcoal in the trash until completely cooled. Disconnect propane or unplug electric when not in use.
- Do not install or attach radio or television antennas, wires or cables, satellite dishes, video surveillance (such as security cameras or video doorbells) or air conditioners to the building or fencing without written permission from your Property Manager.
- No temporary structures, such as trailers, tents, shacks, barns, canopies, or sheds, will be allowed in the common areas, parking lots, or on decks, patios, or yards without written permission from your Property Manager.
- Do not display, install, or attach stickers, signs, awnings, canopies, shutters, or tarps to the building or fencing. Political and religious signs and flags may not be posted in yards or common areas. Only window coverings included with the unit should be facing out.
- Bird feeders are allowed unless they create a pest control issue.

**Homes for Good has created a proposed rule that complies with Oregon law and addresses resident safety needs about weapons as follows:**

**Weapons**

Weapons of any kind, including, but not limited to, dart guns, air guns, BB guns, slingshots, hand- guns, rifles, or any mechanism that could be used to propel an object that could cause harm to person or property are not allowed in the common areas, are not allowed in the office, are not allowed anywhere on the premises outside of the actual unit, and are not allowed to be displayed, shown, exposed, demonstrated, or exhibited anywhere in the community premises, except in case of self-defense or the need for imminent and immediate protection of residents' life or property, or for self-defense or immediate and imminent protection of resident, resident's occupants, guests or invitee's life, or property.

If a resident desires to possess a legal weapon in resident's unit in that case the resident must safely and inconspicuously carry said legal weapon to and from the resident's unit in a manner that resident ensures other residents and staff do not see said weapon. Legal weapons are never allowed visibly on the property outside of the unit. If resident or resident's occupants do possess a legal weapon in the unit, resident shall be responsible for the proper and safe possession, handling and storage of said weapon.

Homes for Good is not and shall not be responsible in any way to resident, occupants, guests, or invitees for any accidental, negligent, or intentional act involving any weapon or discharge thereof on, near, or off the property.

## **Homes for Good intends to update its Smoke-Free Policy, in order to comply with HUD regulations and to better address resident needs.**

### **Smoke-Free Policy**

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

Smoking is prohibited in all units and interior areas, including but not limited to hallways, offices, community rooms, laundry rooms and similar areas. Smoking is also prohibited in outdoor areas within 25 feet from housing, administrative buildings, courtyards, and playgrounds. At smoke-free properties, you must be on the public sidewalk or other non-Homes for Good property and at least 25 feet away from housing, administrative buildings, courtyards, and playgrounds to smoke.

“Smoking” is defined as any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product, plant, or compound. This includes water pipes, hookahs, e-cigarettes, and vapes.

You acknowledge that the No Smoking Policy:

- a. Does not make Homes for Good a guarantor for your health or for the smoke-free condition of the non-smoking areas of the property. However, Homes for Good will take reasonable steps to enforce the policy.
- b. Is not a promise or guarantee that Homes for Good property will be smoke-free.
- c. Does not imply or express warranties that the property will have any higher or improved air quality standards than any other rental property.
- d. Residents with respiratory ailments, allergies, or other conditions relating to smoke are hereby notified that Homes for Good does not assume any higher duty of care to enforce the No Smoking Policy than any other obligation under the Lease Agreement.
- e. Any violation of the rules and regulations in the Lease Agreement, which includes the No Smoking Policy, may be grounds for termination of tenancy.

Any wall, ceiling, or other damage caused by the buildup of smoke, nicotine, or any other residue as a result of smoking as defined above is very difficult and costly to repair. You will be held financially responsible for any repairs of damage caused by smoking.

### **Smoke-Free Properties**

Smoking must take place off Homes for Good property **and** at least 25 feet away from housing, administrative buildings, courtyards, and playgrounds.

- McKenzie Village
- Pengra Court
- Single-family homes & duplexes
- Maplewood Meadows
- Abbie Lane Courts
- Legion Cottages
- 100 West 13th Administrative Building

### **Smoke-Free within 25 feet of Housing, Administrative Buildings, Courtyards & Playgrounds**

- Laurelwood Homes
- Lindeborg Place
- Parkview Terrace
- Village Oaks Apartments
- Fourteen Pines Apartments
- Veneta Villa
- Riverview Terrace
- Cresview Villa

### **Smoke-Free within 10 feet of Buildings**

Firwood Apartments



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### PARKING AGREEMENT

Head of Household: \_\_\_\_\_ Unit Address: \_\_\_\_\_

This agreement is made between Resident and Homes for Good. Consideration for this agreement is included in the rent. The rights of the Resident under this agreement, including use of the tag, are not transferable, and end when the tenancy ends. This agreement authorizes Resident to park only the vehicle(s) listed below on the premises and only to the extent Resident complies with all of the terms of this agreement. If Homes for Good has provided Resident with a sticker, tag, or other device ("tag"), that tag must be displayed at all times while parking at the Premises or on Homes for Good property. Homes for Good is not responsible for Resident's possessions in the vehicle(s).

**Are you going to keep any vehicles on the property?** Remember to include any live-in aides' vehicles. If so, please list them below or check  Not applicable.

Make:	Model:	Color:	State:	Plate #:	Parking ID #:
Make:	Model:	Color:	State:	Plate #:	Parking ID #:

**Who are the licensed drivers for your household?** Remember to include any live-in aides. Please list licensed drivers below or check  Not applicable.

Licensed Driver #1 Name:	Driver License #:	License Expiration Date:	License State:
Licensed Driver #2 Name:	Driver License #:	License Expiration Date:	License State:
Licensed Driver #3 Name:	Driver License #:	License Expiration Date:	License State:
Licensed Driver #4 Name:	Driver License #:	License Expiration Date:	License State:

This Parking Agreement is a part of the Lease Agreement. I understand that I am financially liable and responsible for any damage to the property or to persons caused by my vehicle. Homes for Good is not liable for any damage to my vehicle caused by weather, other residents, or forces outside of its control. With my signature, I understand and agree to follow this Parking Agreement.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homes for Good Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Parking Rules by Property**

Live-in aides' vehicles count toward total household parking limit.

<b>Property</b>	<b>Resident Parking</b>	<b>Guest Parking</b>
<b>One vehicle per licensed driver, maximum one vehicle per household.</b>		
Cresview Villa	No parking is assigned except as posted. All other parking is on a first-come basis.	Guest parking is allowed on the property in any unassigned parking space.
Riverview Terrace		
Laurelwood Homes	Private driveway parking per unit.	In resident assigned parking space or street parking.
McKenzie Village	Private driveway parking or as assigned by numbered space.	
Pengra Court	Resident and live-in aide vehicles must display a parking tag. No parking is assigned except as posted. All other parking is on a first-come basis.	Street parking only.
<b>One vehicle per licensed driver, maximum two vehicles per household.</b>		
Parkview Terrace	No parking is assigned except as posted. All other parking is on a first-come basis.	Guest parking is allowed on the property in any unassigned parking space.
Lindeborg Place		
Veneta Villa		
Maplewood Meadows	Parking is assigned by numbered space.	In resident assigned parking space or street parking.
Veneta Scattered Sites	Private driveway parking per unit.	Street parking only.
Firwood	No parking is assigned except as posted. All other parking is on a first-come basis.	Guest parking is only allowed on the property in spaces marked as "Guest" or "Visitor."
Abbie Lane	Resident and live-in aide vehicles must display a parking tag. No parking is assigned except as posted. All other parking is on a first-come basis.	Guest parking is only allowed on the property in spaces marked as "Guest" or "Visitor."
Village Oaks		
Fourteen Pines		

**Towing**

Violation of this agreement, Oregon law, or any other posted rules regarding guest parking could result in vehicles being towed or immobilized and owners of vehicles being subject to violations and fines.

If your vehicle doesn't have the tag properly displayed, blocks fire lanes or access to dumpsters or emergency vehicles; is parked unlawfully in a handicapped space or where parking is not allowed; or is otherwise in violation of these rules, it may be towed without further notice to you.

Resident understands and agrees that the tow company listed below is authorized to tow immediately – without notice – any vehicle that is not in full compliance, including proper display of the tag, with this agreement.

Parking lots will be patrolled for the purpose of removing unauthorized vehicles by the following towing company:

<b>Company Name:</b> <b>Alpha Towing &amp; Recovery LLC</b>	<b>Address:</b> <b>118 Cleveland Street Eugene, OR 97402</b>	<b>Phone Number:</b> <b>541-556-7525</b>
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## **HOMES FOR GOOD MEMORANDUM**

**TO:** Homes for Good Board of Commissioners  
**FROM:** Melanie Church, Compliance and Data Analyst  
**TITLE:** In the Matter of Proposed Revisions to the Public Housing Lease Agreement and Community Rules  
**DATE:** August 24<sup>th</sup>, 2022

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### **MOTION:**

It is moved that the Homes for Good Board of Commissioners approve the proposed revisions to the Public Housing Lease Agreement and Community Rules.

### **DISCUSSION:**

#### **A. Issue**

Homes for Good may modify the Public Housing Lease Agreement at any time by written agreement of the tenant and the Public Housing Authority (PHA) [24 CFR 966.4(a)(3)]. Homes for Good has given residents at least 30 days advance notice of the proposed changes, an opportunity to comment on the changes, and considered any comments before formally adopting a new lease [24 CFR 966.3]. Homes for Good proposes an effective date of October 1, 2022. Board approval is required for any lease changes in accordance with [24 CFR 966.4(l)(2)(iii)(E)], and approval will allow the required 60 days advance notice of the lease revision for residents.

#### **B. Background**

As a result of the pandemic, the Department of Housing and Urban Development (HUD) issued required changes in the timeframe for lease termination due to nonpayment of rent. This change extends the 14-day period to 30 days. In Fiscal Year 2021, Homes for Good made the decision to remove repeated late payment as grounds for lease termination from the Public Housing Admissions and Continued Occupancy Policy Plan (ACOP). These terms of the Lease Agreement have not been utilized since those changes were approved but the language still needs to be removed from the Lease Agreement.

In addition, Community Rules are incorporated by reference into the Lease Agreement, which had not been updated since 2018. These updates and changes have been recommended by the Supportive Housing Portfolio Manager in cooperation with the on-site Public Housing Property Managers, our legal team, and our Resident Advisory Board, in order to clarify the existing rules



and add additional guidelines where necessary to improve the quality of life at Homes for Good Public Housing properties.

C. **Analysis**

The Public Housing Lease Agreement changes are as follows:

Current Language	New Language
17. Termination of the Lease (a)(2) Repeated late payment, which shall be defined as failure to pay the amount of rent due by the 7th day of the month, or other charges by their due date;	Deleted, removed from the Admissions and Continued Occupancy Policy Homes for Good will no longer consider terminating tenancy for repeated late payments, as long as the lease violation is cured by the due date.
17. Termination of the Lease (c )(1) 14 days in the case of failure to pay rent;	<b>30</b> days in the cause of failure to pay rent;  <b>Note: This is a HUD required changed.</b>

The Public Housing Community Rules changes below are reflective of policies that were previously included in the Public Housing lease and have now been consolidated into the Community Rules:

- Between quiet hours of 10:00 p.m. and 7:00 a.m., noise or any conduct that disturbs the quiet enjoyment of any other resident and exceeds what is normal and customary for apartment housing is not permitted. You must restrict vocal, instrumental, radio, and television noise to a reasonable degree of volume. Reasonable means during the day that it does not disturb others and during the night that it cannot be heard outside the dwelling.
- Residents, their guests, or other persons under Resident's control shall not interfere with management of the Premises. Interference with management includes but is not limited to verbal harassment (e.g. screaming, yelling, swearing, or using profane or offensive words), written harassment (e.g. cyberbullying, sending mails or emails with profane or offensive words or posting untrue statements on site or online), and physical harassment (e.g. assaulting, battering, intimidating, threatening physical harm, or preventing work to be performed) of Homes for Good staff or contractors.
- The following items are not allowed anywhere on the property for insurance and safety reasons: waterbeds, hot tubs, swimming or wading pools, "Slip and Slides" or similar attractions, trampolines, bounce houses or similar attractions, portable space heaters, drones, bonfires, fire pits or similar fire container, fireworks or other hazardous, volatile or explosive materials.
- Do not leave personal items, including any free or giveaway piles, in the laundry room. Any items left overnight may be discarded.



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- Homes for Good may trespass any person from its property for criminal activity or other behavior affecting the health, safety, or peaceful enjoyment of residents. Allowing trespassed people on the property or in your unit is a violation of these rules.
- Homes for Good and any other person designated by Homes for Good retain control over any common areas of the property of which the Premises are a part for the purposes of enforcing state trespass laws and shall be the “person in charge” for that purpose as that phrase is defined at ORS 164.205(5). If Homes for Good excludes a person from the common areas, Resident may not invite such person into their unit or grant permission to such person to enter or remain on the common areas.
- You may not store any items in common areas. Items left in common areas may be disposed of by management. No objects or liquids are allowed to fall from balconies, decks, windows, or walkways.
- The number and size of plants must be reasonable and not cause blocked egress or damage to the building or other structures. When watering plants, use appropriate containers under pots and ensure the water does not overflow.
- Residents must comply with all applicable codes and regulations related to the use of BBQs. Electric grills and BBQs that use one pound propane cylinders are permitted for use on private balconies and patios. All other BBQs or grills must be a minimum of 10 feet from the building and combustible materials while in use. Supervise all grills and BBQs at all times. Be courteous about smoke. Do not dispose of charcoal in the trash until completely cooled. Disconnect propane or unplug electric when not in use.
- Do not install or attach radio or television antennas, wires or cables, satellite dishes, video surveillance (such as security cameras or video doorbells) or air conditioners to the building or fencing without written permission from your Property Manager.
- No temporary structures, such as trailers, tents, shacks, barns, canopies, or sheds, will be allowed in the common areas, parking lots, or on decks, patios, or yards without written permission from your Property Manager.
- Do not display, install, or attach stickers, signs, awnings, canopies, shutters, or tarps to the building or fencing. Political and religious signs and flags may not be posted in yards or common areas. Only window coverings included with the unit should be facing out.
- Bird feeders are allowed unless they create a pest control issue.

Homes for Good has created a proposed addition to the Community Rules that complies with Oregon law and addresses resident safety needs about weapons as follows:

- Weapons of any kind, including, but not limited to, dart guns, air guns, BB guns, slingshots, hand- guns, rifles, or any mechanism that could be used to propel an



object that could cause harm to person or property are not allowed in the common areas, are not allowed in the office, are not allowed anywhere on the premises outside of the actual unit, and are not allowed to be displayed, shown, exposed, demonstrated, or exhibited anywhere in the community premises, except in case of self-defense or the need for imminent and immediate protection of residents' life or property, or for self-defense or immediate and imminent protection of resident, resident's occupants, guests or invitee's life, or property.

- If a resident desires to possess a legal weapon in resident's unit in that case the resident must safely and inconspicuously carry said legal weapon to and from the resident's unit in a manner that resident ensures other residents and staff do not see said weapon. Legal weapons are never allowed visibly on the property outside of the unit. If resident or resident's occupants do possess a legal weapon in the unit, resident shall be responsible for the proper and safe possession, handling and storage of said weapon.
- Homes for Good is not and shall not be responsible in any way to resident, occupants, guests, or invitees for any accidental, negligent, or intentional act involving any weapon or discharge thereof on, near, or off the property.

The proposed changes were reviewed with the Resident Advisory Board (RAB) and put out for the required 30-day comment period. The Resident Advisory Board provided feedback on specific language choices and were supportive of the proposed rule changes. From the comment period, inquiries that Homes for Good received include the following:

- If specific yard signs were acceptable (answer: yes, because they were neither political nor religious)
- Clarification of parking rules regarding families with more than one vehicle in the Parking Agreement (an attachment to but not directly in the Community Rules). Response: one vehicle is allowed per assigned driveway but there are no additional restrictions on public street parking in front of individual residences.
- Further clarification of parking rules asking to adjust the language to make it clearer where guests are allowed to park on the Parking Agreement (an attachment to but not directly in the Community Rules). Response: we will make this change for clarity.
- When late fees are assessed on automatic bank drafts if the resident is unable to determine when that payment is pulled from their account (answer: residents will not be assessed a late fee on bank drafts that residents do not control.) Note: a new online payment portal for residents officially launching for October 1, 2022 will give residents greater control over how and when they pay prior to the due date.





D. **Furtherance of the Strategic Equity Plan**

These changes support our Strategic Equity Plan goals focused on Listening to Our Community and Leading and Growing Ethically, specifically through an intentional focus on incorporating feedback from the people we serve and by identifying and addressing barriers to success in our programs. We believe these changes will improve the resident experience by clarifying rules and expectations and removing unnecessary requirements. For example, removal of lease terminations for repeated late payments does not penalize low-income households who do ultimately meet their financial lease obligations.

E. **Alternatives & Other Options**

Several of the proposed changes are legally required and do not have another option. Alternative revisions could be made to discretionary policies and rules if the proposed changes are not approved.

F. **Timing & Implementation**

These proposed changes would be implemented through new Public Housing Lease Agreements and Community Rules signed throughout the month of September to be effective October 1, 2022.

G. **Recommendation**

It is recommended that the Board approve the modifications to the Public Housing Lease Agreement and Community Rules.

H. **Follow Up**

None.

I. **Attachments**

CFR References  
Public Housing Lease Agreement and Community Rules with proposed changes  
Redacted resident letter regarding changes



# BOARD OF COMMISSIONERS AGENDA ITEM

**BOARD MEETING DATE:** 08/24/2022

**AGENDA TITLE:** Homes for Good Board of Commissioners Orientation

**DEPARTMENT:** Executive

**CONTACT :** Jacob Fox

**EXT:**

**PRESENTER:** Jacob Fox, Jeff Bridgens

**EXT:**

**ESTIMATED TIME :** 30 Minutes

- ORDER/RESOLUTION
- PUBLIC HEARING/ORDINANCE
- DISCUSSION OR PRESENTATION (NO ACTION)
- APPOINTMENTS
- REPORT
- PUBLIC COMMENT ANTICIPATED

**Approval Signature**

A handwritten signature in black ink, appearing to be "J. Fox", is written over the signature line.

**EXECUTIVE DIRECTOR:**

**DATE:** 8/16/2022

**LEGAL STAFF :**

**DATE:**

**MANAGEMENT STAFF:**

**DATE:**



# Organizational Chart

 Homes for Good Board of Commissioners

 Lane County Board of Commissioners

 Jacob Fox

Executive Assistant  Celia Wright

 Jasmine Leary Executive Support Coordinator

 Beth Ochs

Rent Assistance

 Wakan Alferes

Supportive Housing

 Esteban Montero Chacon

Energy Services

 Steve Ochs

Real Estate Development

 Jeff Bridgens

Finance

 Ela Kubok

Communications

 Bailey McEuen

 Curtis Wyant

HR/IT

# The Decisions Commissioners Make

As a Commissioner on Homes for Good's governing board, you will help guide the agency in some of the following ways:

## Contract Approval

When Homes for Good enters a contract that is over \$150,000, Board approval is required. Examples of the kinds of contracts that the Board will be asked to approve include architect/engineering services, construction management/general contractor services, flooring for our apartment communities, audit services and specialized professional services such as disaster preparedness planning.



## Budget Approval

The Board is in charge of passing Homes for Good's annual budgets including our overall organizational budget and a HUD prescribed budget for Public Housing. Our fiscal year goes from the 1st of October to the end of September. The budget document that is provided breaks down each department's budgets in detail, and a work session is provided prior to the approval so that Commissioners can ask questions before deciding to approve the final budget.



## Real Estate Development

The Board guides the decisions that Homes for Good makes in regards to real estate development. Decisions that the board will make in regards to real estate development include the purchasing of land, pre-development expenses and authorizing the Executive Director (ED) to negotiate terms and close financing to construct and operate high value affordable housing apartment communities.



## Executive Director Oversight

The Board provides oversight of the ED and conducts the annual performance reviews. The ED has frequent meetings with the Board Chair and regular meetings with all Board members. Decisions that Commissioners make in regards to the Executive Director include all matters associated with the employment contract between the Board and the ED.



## Legal Counsel and Proceedings

The Board and the organization more broadly have legal representation from one primary law firm. As legal matters arise the Board is briefed by the ED and our Legal Counsel. Most often legal proceedings are primarily addressed and controlled by our insurance company and the attorney that they retain.



# What to Expect for the Remainder of 2022

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## August

Finance audit results by Moss Adams  
Continued Orientation: Organizational Overview, What Decisions a Board Makes  
Voting on Chair and Vice Chair  
Launch of social media introductions of each Commissioner

## September

Fiscal Year 2023 Budget Work Session and Approval  
Collective Bargaining Approval (?)  
Flooring/groundskeeping/janitorial contracts  
Family Self Sufficiency Action Plan  
1:1 Meet and greets for new Commissioners with Jacob

## October

Data and results from Waitlist Connect Event  
Board meeting planning/calendaring for 2023  
Florence land acquisition  
Land transfer to Sponsors  
Equitable Contracting  
Authorization to apply for the City HOME Funds RFP  
Government Leadership Solutions introduction

## November

Homes for Good 101 Orientation/GSL workshop?  
No Board meeting in November

## December

Executive Director Review  
Discuss and potentially establish board subcommittees