



Planning Department

180 NE 2nd Street

Hermiston, OR 97838

Phone: (541)567-5521

Fax: (541)567-5530

planning@hermiston.or.us

To: Planning Commission
From: Clinton Spencer, City Planner
Subject: Replat – NW Housing Alternatives
Date: November 1, 2016

NW Housing Alternatives has resubmitted the replat application which was denied by the planning commission in September. The planning commission's denial of the application was based on the commission's determination that there was no evidence submitted demonstrating compliance with §154.20 relating to the character of development. Following the planning commission's denial, NW Housing Alternatives could choose to appeal the denial, resubmit the application with additional evidence, or find an alternative development plan. NW Housing Alternatives chose to resubmit their application with additional evidence. A copy of the applicant's narrative is attached to this report.

The replat is located on SE Fifth Street approximately 190 feet north of E Highland Ave. The property is approximately 1.58 acres and is presently vacant. The proposal will replat 5 existing lots into one new lot. The replatted lot will be approximately 1.58 acres. NW Housing Alternatives has purchased the property and is applying for the replat. The property is zoned Multi-Family Residential (R-3) and is described as a 4N 28 11CD Tax Lots 1800, 25100, 25200, 25300, and 25400.

The replat is proposed to simplify future redevelopment of the parcel through the elimination of existing lot lines. As of the date of this staff report, NW Housing Alternatives has not submitted a plan for building on the reconfigured lot. It is staff's understanding that NW Housing Alternatives plans to develop multi-family housing on the parcel in the future. Future development and building is a separate review process for the city.

Public notice was provided for the proposed replat. Notice of the proposed land use action was mailed by direct mail to all property owners within 100 feet on October 26, 2016. A copy of the notice of the November planning commission meeting was also provided to all signatories to the petition in opposition from the September meeting as a courtesy. A sign informing the public of the proposal was placed on the property on October 26, 2016.

The criteria that are applicable to the decision to accept the proposed replat are contained in §154.15 through §154.46, §154.60 through §154.66, §157.027 and §157.101 of the Hermiston Code of Ordinances.

Chapter 154: Subdivisions

Design Standards

§154.15 Relation to Adjoining Street System.

The property is bordered by SE 5th Street. No new street connections are proposed.

§154.16 Street and Alley Width.

No new streets are proposed as part of this subdivision. The existing right-of-way for SE 5th Street is 50 feet in accordance with city standards.

§154.17 Easements.

A fifteen-foot drainage and utility easement shall be dedicated on the final plat along the entire frontage of the parcel. This easement is shown. The existing irrigation easement is also indicated on the plat.

§154.18 Blocks.

The proposed subdivision sits at a mid-block point. There is an existing alley along the north boundary of the replat. The city requires new street connections when blocks exceed 600 feet. The property is approximately 360 feet in width. No cross street is required and the block design standards are satisfied.

§154.19 Lots.

The minimum lot size in the R-3 zone is 6,000 square feet. There is no maximum size in the R-3 zone. Multi-family lots require at least 2,000 square feet of lot area for each dwelling unit. The lot will be approximately 1.58 acres or 68,824 square feet. The parcel abuts a public street for at least 25 feet.

§154.20 Character of Development.

Supplemental materials accompanying the application address some of the goals of §154.20. Specifically, the applicant notes that the underlying zoning and comprehensive plan designations of the property permit multi-family housing as a permitted use. The site is directly abutting two existing multi-family developments on the east property line. The development goal is to construct an additional 20 units on the property. A community building and playground are planned. The applicant indicates that the irrigation ditch will be piped as requested by the irrigation district. On-site management is planned.

§154.21 Parks, School Sites and the Like.

The comprehensive plan and parks master plan do not indicate a need for any parks or schools in the vicinity of the proposed development.

Minimum Improvements Required

§154.60 Permanent Markers

Permanent markers shall be set as shown on the final plat in accordance with ORS 92.050 through 92.080.

154.61 General Improvements

The site is adjacent to SE 5th Street. SE 5th Street is currently improved with a chip seal surface and no other street improvements. As a condition of approval the property owner will be required to sign a street improvement agreement for SE 5th Street. The street improvement agreement will bind the property to participate in or install half street paving, curbing, drainage, and sidewalk improvements along the property frontage. In addition, should the property develop in the intervening time, installation of these improvements will automatically be required under the provisions of §157.164 of the Hermiston Code of Ordinances.

§154.62 Water Lines.

All lots are served or can be served in the future by an existing municipal water line in SE 5th Street. Depending on the scope of potential future development, the water department will assess the capacity of the water line at the time a development application is made.

§154.63 Sanitary Sewer System.

All lots are served or can be served in the future by an existing municipal sanitary sewer line in SE 5th Street.

Preliminary Plat

Staff has reviewed the preliminary plat and determined the plat is prepared in accordance with §154.35(B) of the Hermiston Code of Ordinances.

Chapter 157: Zoning

§157.027 Multi-Family Residential Zone (R-3)

The minimum lot size in the R-3 zone is 6,000 square feet. There is no maximum size in the R-3 zone. Multi-family lots require at least 2,000 square feet of lot area for each dwelling unit. The lot will be approximately 1.58 acres or 68,824 square feet. The parcel abuts a public street for at least 25 feet.

§157.101 Development Hazard Overlay Zone (DH)

Comprehensive Plan Figure 12 shows the northern portion of this property as an area subject to development hazards due to a high water table. In accordance with §157.101 of the Hermiston

Code of Ordinances, the city will prohibit the outdoor storage of hazardous chemicals or the underground storage of gasoline and diesel fuels unless an evaluation by a registered engineer is presented stating that the development will not contribute to groundwater pollution.

Staff Recommendation

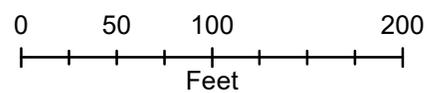
Staff has reviewed the proposed partition plat and found that it is prepared in accordance with all requirements of the Code of Ordinances. Staff recommends the planning commission approve the replat subject to the following conditions:

1. The applicant shall work with and receive certification from the Hermiston Irrigation District. The city will not sign the final plat until the irrigation district is satisfied and signs the final plat.
2. The applicant shall sign a street improvement agreement for future improvements to SE 5th Street adjacent to the property. The street improvement agreement shall commit the property to participate in the future improvement of SE 5th Street, including half street paving, curbing, drainage, and sidewalks.
3. In accordance with §157.101 of the Hermiston Code of Ordinances, the property shall not be used for the outdoor storage of hazardous chemicals or the underground storage of gasoline and diesel fuel.
4. An easement of 15 feet in width shall be added to the west property line of the property. This easement shall be for drainage, sidewalk, and utilities.



Legend

-  100 Foot Notification Area
-  Area of Proposed Replat
-  Property Line
-  City Limits





2316 SE Willard Street
Milwaukie, Oregon 97222-7740
phone: 503-654-1007

web: www.nwhousing.org
info@nwhousing.org
fax: 503-654-1319

October 11, 2016

Clinton Spencer in c/o Planning Commission
Hermiston Planning Department
180 NE 2nd Street
Hermiston, OR 97838

RE: Replat of lots 1-4, Five Pines Subdivision and Lot 16, Block 14, Newport Addition to the Town, Now City of Hermiston.

Dear Mr. Spencer,

Enclosed with this letter is an application for the consolidation of five properties we purchased last year for the purpose of developing needed affordable housing within the city of Hermiston.

Since 1982, Northwest Housing Alternatives (NHA) has operated as a non-profit organization whose mission it is to create opportunity through housing. We provide over 2,400 seniors, people with disabilities, and low-income families with safe, stable housing from which these residents are able to grow and thrive. Following the purchase of three existing apartment buildings in the mid-1990s, we have served residents in Hermiston with 86 affordable homes and remain committed to help meet the needs of Hermiston's growing population with additional housing. Indeed, according to the most recent U.S. Census, nearly a fourth (24.1%) of Hermiston families are below the poverty line, with childhood poverty affecting 29.2% of Hermiston kids (more than 7% higher than statewide averages). Today, dozens of families wait a year or longer for affordable housing to become available, requiring them to cut costs on necessities like food and healthcare or face the prospect of living without a home. As a mission-based organization that works to break the cycle of poverty, NHA began looking for locations within the city to expand housing choices for those in need more than a year ago.

The five parcels located on SE 5th Street were purchased due to their Medium Density Residential zoning (R3), which according to the Hermiston Comprehensive Plan, are "areas suited primarily for development of duplexes and apartments..." Multifamily housing is compatible with surrounding uses, as the sites are directly adjacent to two existing multifamily apartments containing 42 units in total and several other multifamily developments within the R3 zoned area nearby (e.g. 701-899 SE 4th St, 400-440 E Newport Ave, 395 SE 6th St).

For the parcels in this application, it's our intention to build a 20-unit walk-up apartment complex consisting of 2-3 bedroom family-sized units. The property will host a community building and a playground for residents to gather. The existing irrigation ditch will be piped

and filled, with the north end of the property serving as a landscape buffer and potentially hosting picnic benches and/or a sport court, depending upon available funding. Our plan is to integrate this development with our neighboring Cottonwoods family and senior properties. The apartments will be oriented inward, with parking located on the south end of the property, buffering the housing from our adjacent neighbor. When developed, we will be responsible for building half street improvements and extending a sidewalk along 5th street that will be lined with street trees.

A property manager will reside in one of the units, providing continuous oversight to the complex. For your reference, attached to this application is a copy of our standard lease agreement. Please see section 23, which clearly dictates the seriousness we take with our policies related to drug use or other criminal activities. We walk through these guidelines with potential residents to ensure understanding and swiftly hold tenants responsible should a violation occur.

Finally, statewide policy dictates that this development must remain affordable for a 60-year period, which necessitates the use of high-quality, durable materials with attention paid to craftsmanship in its construction. When complete, the resulting housing will contribute to the attractiveness of the community and the neighborhood while providing a safe and stable place for hardworking Hermiston families to call home.

We will make every effort to be on hand during your Planning Commission meeting to answer any questions, however if there is any info or clarification you'd like in advance please don't hesitate to be in touch.

Thank you,



Nikolai Ursin
Housing Developer
Norwest Housing Alternatives
ursin@nwhousing.org - 503-654-1007 ext 102

CITY OF HERMISTON

APPLICATION TO REPLAT SUBDIVISION

Applicant's Name: NW Housing Alternatives Date: 10/11/16

Address: 2316 SE Willard St, Milwaukie, OR 97222 Phone: 503-654-1007
(Daytime)

Property Owner(s) Name (If Different): _____
Address: _____ Phone: _____
(Daytime)

Legal Description of Property: Assessor's Map No: 4N2811CD Tax Lot No: 1800, 25100,

Comprehensive Plan Designation: _____ Zoning Designation: R3

Current Use of Property: Vacant land

Name of Proposed Subdivision: 5th Street Replat No. of Lots Proposed: 1

Name of Roads Providing Access to Proposed Subdivision: SE Fifth Street

I am the owner/ owner(s) authorized representative.
(If authorized representative, attach letter signed by owner.)

Applicant's Signature:  Date: 10/11/16

Attach two copies (one digital copy) of the replat (11x17).

=====
Office Use Only

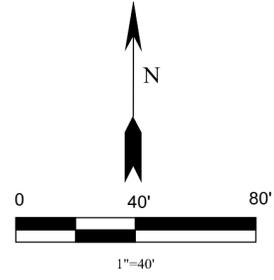
Date Filed: _____ Received By: _____ Meeting Date: _____

Fee (\$500.00 + \$10.00/lot): _____ Date Paid: _____ Receipt No: _____

OWNERS DECLARATION

NORTHWEST HOUSING ALTERNATIVES, INC. OWNER OF LOTS 1-4, FIVE PINES SUBDIVISION AND LOT 16, BLOCK 14, NEWPORT ADDITION TO THE TOWN, NOW CITY OF HERMISTON, DOES HEREBY ESTABLISH AND ACKNOWLEDGE THIS REPLAT AS THE OFFICIAL MAP AND PLAT OF "5th STREET REPLAT". A REPLAT OF SAID LOTS 1-4, FIVE PINES ADDITION SUBDIVISIONS AND LOT 16, BLOCK 14, NEWPORT ADDITION TO THE TOWN, NOW CITY OF HERMISTON, UMATILLA COUNTY, OREGON, PREPARED IN ACCORDANCE WITH THE PROVISIONS OF ORS CHAPTER 92 AND THE CITY OF HERMISTON AND UMATILLA COUNTY ORDINANCES.

AUTHORIZED AGENT _____ TITLE _____
ACKNOWLEDGMENT
STATE OF OREGON }
COUNTY OF _____ } SS
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE
ME THIS _____ DAY OF _____, 2016.
BY: _____
NOTARY PUBLIC FOR THE STATE OF OREGON
COMMISSION NUMBER: _____
COMMISSION EXPIRES: _____



LEGEND
○ FOUND MONUMENT AS NOTED
- - - - - FENCE

BASIS OF BEARINGS

THE SOUTH LINE OF THE SE1/4 OF THE SW1/4, SEC. 11, R2.

REFERENCES

- R1) NEWPORT ADDITION TO HERMISTON, RECORDED MARCH 21, 1908.
- R2) SURVEY 91-24-A, RECORDED MARCH, 1991.
- R3) SURVEY 98-86-A, RECORDED MAY, 1998.
- R4) PARTITION PLAT 2002-18, RECORDED APRIL 29, 2002.
- R5) FIVE PINES SUBDIVISION, BOOK 14, PAGE 75, RECORDED JUNE 10, 2004.

SURVEYOR'S CERTIFICATE AND NARRATIVE

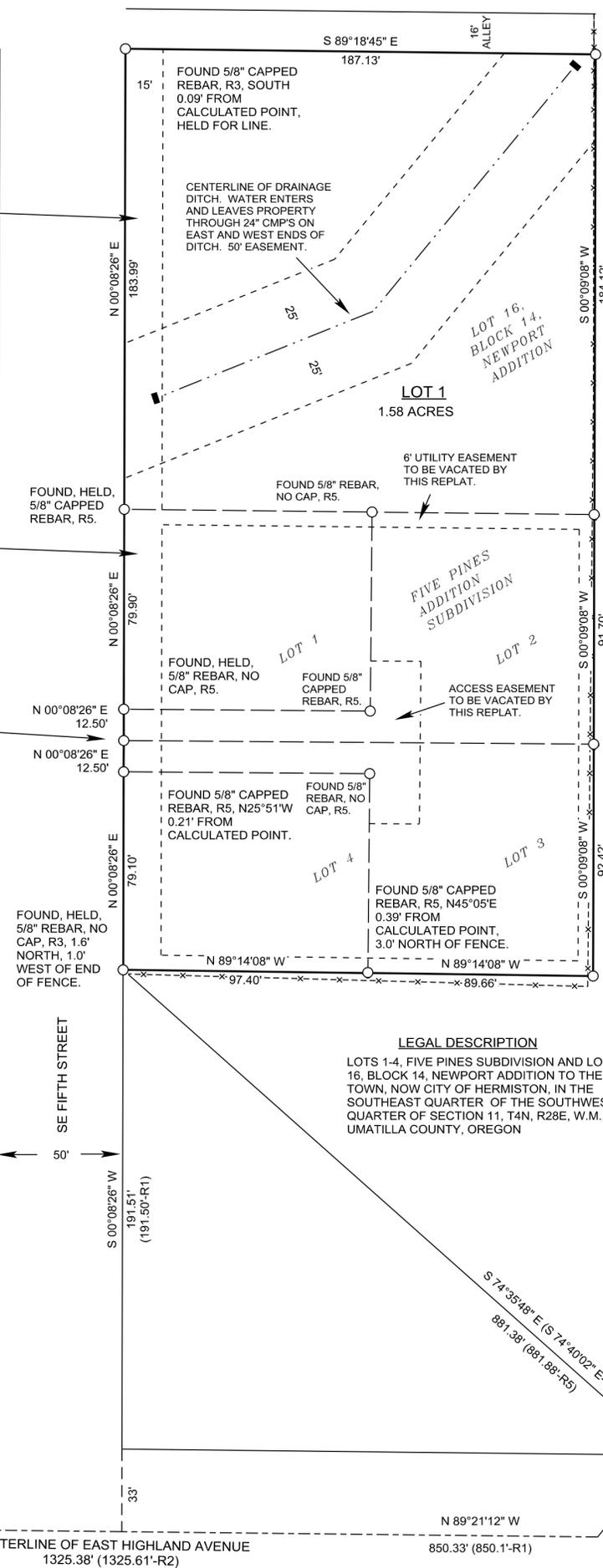
I, STUART A. CHISHOLM, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON HEREBY CERTIFIES THAT THE REPLAT AS SHOWN HEREON CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH ORS CHAPTER 92. NO MONUMENTS WERE SET FOR THIS SURVEY AS ALL CONTROLLING CORNERS WERE FOUND. THE PURPOSE OF THIS SURVEY IS TO COMBINE THE FOUR LOTS IN FIVE PINES SUBDIVISION AND LOT 16, BLOCK 14, NEWPORT ADDITION TO THE TOWN, NOW CITY OF HERMISTON, INTO ONE LOT. THE CORNERS OF THE FIVE ORIGINAL LOTS WERE ALL FOUND FOR THIS SURVEY. CORNER POSITIONS WERE CALCULATED BASED ON FIVE PINES SUBDIVISION. THE CALCULATED POINTS WERE ROTATED TO FIT THE FOUND POINTS HOLDING THE INITIAL POINT OF FIVE PINES SUBDIVISION, BEING THE SW CORNER OF LOT 4, AS THE ROTATION POINT AND THREE OF THE WESTERLY REBARs OF THE LOTS FOR BEARING. DIFFERENCES BETWEEN THE OTHER FOUND CORNERS AND CALCULATED CORNERS ARE SHOWN ON THIS MAP. THIS SURVEY WAS PERFORMED WITH A TRIMBLE R6 BASE AND R8 ROVER IN CONJUNCTION WITH A TRIMBLE S6 TOTAL STATION.

FOUND 5/8" ROD IN MONUMENT AT INTERSECTION OF EAST HIGHLAND AVENUE AND SE 4TH STREET.

NEW 15' EASEMENT FOR THIS REPLAT SHALL BE FOR DRAINAGE, SIDEWALK, AND UTILITIES.

15' UTILITY/STORM DRAINAGE EASEMENT SHOWN ON R5 MODIFIED BY THIS REPLAT SHALL NOW BE FOR DRAINAGE, SIDEWALK, AND UTILITIES.

FOUND 5/8" CAPPED REBAR, R5, N31°41'W 0.09' FROM CALCULATED POINT.



LEGAL DESCRIPTION

LOTS 1-4, FIVE PINES SUBDIVISION AND LOT 16, BLOCK 14, NEWPORT ADDITION TO THE TOWN, NOW CITY OF HERMISTON, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, T4N, R28E, W.M., UMATILLA COUNTY, OREGON

5TH STREET REPLAT

REPLAT OF LOTS 1-4, FIVE PINES SUBDIVISION AND LOT 16, BLOCK 14, NEWPORT ADDITION TO THE TOWN, NOW CITY OF HERMISTON, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, T4N, R28E, W.M., UMATILLA COUNTY, OREGON

FOUND 5/8" REBAR, NO CAP, R3, S0°57'E 0.68' FROM CALCULATED POINT, 0.6' EAST OF FENCE.

FOUND 5/8" CAPPED REBAR, R5, N62°42'W 0.24' FROM CALCULATED POINT, 0.8' EAST OF FENCE.

FOUND 5/8" CAPPED REBAR, R5, N30°20'W 0.16' FROM CALCULATED POINT, 1.4' EAST OF FENCE.

FOUND 1/2" REBAR, NO CAP, R3, N25°09'E 0.51' FROM CALCULATED POINT, 2.1' EAST, 4.2' NORTH OF FENCE CORNER.

CITY OF HERMISTON PLANNING COMMISSION

THE ACCOMPANYING PLAT IS HEREBY APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2016.

CHAIR

HERMISTON CITY COUNCIL

THE ACCOMPANYING PLAT IS HEREBY APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2016.

MAYOR

HERMISTON IRRIGATION DISTRICT

THE ACCOMPANYING PLAT IS HEREBY APPROVED THIS _____ DAY OF _____, 2016.

BY: _____ TITLE _____

UMATILLA COUNTY SURVEYOR

I CERTIFY I HAVE EXAMINED THE ACCOMPANYING PLAT, THAT IT COMPLIES WITH THE LAWS OF THE STATE OF OREGON WITH REFERENCE TO THE FILING AND RECORDING OF SUCH PLATS, AND I THEREFORE APPROVE SAID PLAT FOR THE SIGNATURE BY THE COUNTY COMMISSIONERS OF UMATILLA COUNTY, OREGON.

DATED THIS _____ DAY OF _____, 2016.

UMATILLA COUNTY SURVEYOR

UMATILLA COUNTY COMMISSIONERS

THE ACCOMPANYING PLAT IS HERBY APPROVED FOR FILING AND RECORDING IN THE RECORD OF PLATS OF UMATILLA COUNTY, OREGON, BY THE UNDERSIGNED, BY IT'S ORDER.

DATED THIS _____ DAY OF _____, 2016.

CHAIRMAN _____ COMMISSIONER _____

COMMISSIONER _____

ASSESSOR AND TAX COLLECTOR

WE, ASSESSOR AND THE TAX COLLECTOR OF UMATILLA COUNTY, OREGON, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TAX RECORDS RELATIVE TO THE LAND CONTAINED IN THE ACCOMPANYING PLAT AND THAT ALL AD/VALOREM AND SPECIAL ASSESSMENTS DUE PURSUANT TO LAW HAVE BEEN ASSESSED AND COLLECTED.

DATED THIS _____ DAY OF _____, 2016.

ASSESSOR _____ TAX COLLECTOR _____



320 N. 20TH AVENUE
PASCO, WA 99301
PHONE 509.547.0100
FAX 509.547.8292

5th STREET REPLAT
REPLAT OF LOTS 1-4, FIVE PINES SUBDIVISION AND LOT 16, BLOCK 14, NEWPORT ADDITION TO THE TOWN, NOW CITY OF HERMISTON.
SCALE H: 1"=40' JOB: 115-044-02
V: N/A CADD/DWG:HERM-5TH-RP-DWG

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling Unit: The parties to this Agreement are **Cascade Management, Inc.** (authorized signor) referred to as the Landlord, and referred to as the Tenant. The Landlord leases to the Tenant unit number located at , in the project known as **Cottonwood II**.

2. Length of Time (Term): The initial term of this Agreement shall begin on and end on . After the initial term ends the Agreement will continue for successive terms of one month each unless automatically terminated as permitted by paragraph 23 of this Agreement.

3. Rent: The Tenant agrees to pay \$ **0.00** for the partial month ending on . After that, Tenant agrees to pay a rent of per month. This amount is due on the first day of the month at **Cottonwood II**. The Tenant understands this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures which is Attachment No.1 to this Agreement.

4. Changes in the Tenant's Share of the Rent: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:

- a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, an increase in rents is needed;
- b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
- c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;
- d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures;
- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

5. Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent as explained in paragraph 23. The Landlord may collect a fee of **\$actual cost** on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

6. Condition of Dwelling Unit: By signing this Agreement the Tenant acknowledges the unit is safe, clean and in good condition. The Tenant agrees all appliances and equipment in the unit are in good working order except as described in the Unit Inspection Report that is Attachment No. 2 to this Agreement. The Tenant also agrees the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

7. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items

in column (2) are included in the Tenant's rent.

(1) Put "x" by any Utility Tenant Pays directly	Type of Utility	(2) Put "x" by any Utility included in Tenant Rent
_____	Heat	_____
_____	Light, Electric	_____
_____	Cooking	_____
_____	Water	X
_____	Other (Specify)	_____
_____	Sewer/Garbage	X

b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and the amount shown in column (3) do not exceed the amounts authorized by HUD.

(3) Show \$ Amount Tenant Pays to Landlord in Addition to Rent	
Parking Other (Specify) _____ NA _____	\$ _____ NA _____
_____ NA _____	\$ _____ NA _____

8. Security Deposits: The Tenant has deposited _____ with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

a. The Tenant will be eligible for a refund of the security deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.

b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection if the Tenant so requests.

c. The Landlord will refund to the Tenant the amount of security deposit plus interest computed at _____%, beginning NA, less any amount needed to pay the cost of:

- (1) unpaid rent;
- (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
- (3) charges for late payment of rent and returned checks as described in paragraph 5; and
- (4) charges for unreturned keys as described in paragraph 9.

d. The Landlord agrees to refund the amount computed in paragraph 8c within 30 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.

e. If the unit is rented by more than one person, the Tenants agree they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.

f. The Tenant understands that the Landlord will not count the security deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

9. Keys and Locks: The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$1 for each key not returned.

10. Maintenance:

a. The Landlord agrees to:

- (1) regularly clean all common areas of the project;
- (2) maintain the common areas and facilities in a safe condition;
- (3) arrange for collection and removal of trash and garbage;
- (4) maintain all equipment and appliances in safe and working order;

- (5) make necessary repairs with reasonable promptness;
- (6) maintain exterior lighting in good working order;
- (7) provide extermination services, as necessary; and
- (8) maintain grounds and shrubs.

b. The Tenant agrees to:

- (1) keep the unit clean;
- (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- (3) not litter the grounds or common areas of the project;
- (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
- (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
- (6) remove garbage and other waste from the unit in a clean and safe manner.

11. Damages: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 3 of this Agreement.

12. Restrictions on Alterations: No alterations, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

13. General Restrictions: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed in Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. sublet or assign the unit, or any part of the unit;
- b. use the unit for unlawful purposes;
- c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. have pets or animals of any kind in the unit without the prior written permission of the Landlord but the Landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
- e. make or permit noises or acts that will disturb the right or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level that will not disturb the neighbors.

14. Rules: The Tenant agrees to obey the House Rules that are Attachment No. 3 to this Agreement. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

15. Regularly Scheduled Recertifications: Every year around the 1st day of , the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.

a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.

(1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.

(2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.

b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

16. Reporting Changes Between Regularly Scheduled Recertifications:

a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.

(1) Any household member moves out of the unit.

(2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.

(3) The household's income cumulatively increases by \$200 or more a month.

b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent. (Revised 3/22/89)

c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.

d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

17. Removal of Subsidy:

a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either item 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

(1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.

(2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.

c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

18. Tenant Obligation to Repay: If the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

19. Size of Dwelling: The Tenant understands that HUD requires the Landlord to assign in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:

- a. move within 30 days after the Landlord notifies him/her that a unit of the required size is available within the project; or
- b. remain in the same unit and pay the HUD-approved market rent.

20. Access by Landlord:

- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
- b. The Tenant consents in advance to the following entries into the unit:
 - i) The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given a notice of intent to move the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, national origin, sex, age, familial status, and disability.

22. Change in Rental Agreement: The Landlord may with the prior approval of HUD change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and return it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended Agreement, the Landlord may require Tenant to move from the project as provided in paragraph 23.

23. Termination of Tenancy:

- a. To terminate this Agreement, the Tenant must give the Landlord 30 days written notice before moving from the unit. .
- b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
- c. The Landlord may terminate this Agreement for the following reasons:
 - (1) the Tenant's material noncompliance with the terms of this Agreement;
 - (2) the Tenants material failure to carry out obligations under any State Landlord and Tenant Act;
 - (3) drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 - (4) determination made by the Landlord that a household member is illegally using a drug;
 - (5) determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (6) criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control: (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 - (7) if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;

- (8) if the tenant is violating a condition of probation or parole under Federal or State law;
 - (9) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - (10) if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that: (a) disrupt the livability of the project, (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project; (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State Law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State Law constitutes a minor violation.

e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds of the proposed termination. If the Landlord is terminating this Agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- specify the date this Agreement will be terminated;
- state the grounds for termination with enough detail for the Tenant to prepare a defense;
- advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
- advise the Tenant of his/her right to defend the action in court.

f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph (e).

24. Hazards: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

25. Penalties for Submitting False Information: Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

26. Contents of this Agreement: This Agreement and its Attachments make up the entire Agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

27. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- a. Attachment No. 1 – Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules (If any).

28. Tenants' rights to organize. Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.

29. Tenant Income Verification. The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

30. The lease agreement will terminate automatically, if the Section 8 Housing Assistance Contract terminates for any reason.

31. Signatures:

TENANT

By:

1. _____ /_____/_____ 2. _____ /_____/_____

Date signed

Date signed

3. _____ /_____/_____

Date signed

LANDLORD

By:

1. _____ /_____/_____

Date signed

Public reporting burden – HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits and is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the tenants.

This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.

Hermiston Planning Commission

Attn. Clinton Spencer, City Planner

As the land owner of 620 & 640 (tax lot 04502) bordering the proposed replat of tax lots 1800,25100,25200,25300 & 25400 I have several questions that I would want answered before could or would support or oppose the action to consider this NW Housing Alternatives project. They are as follows but not in order of importance to but in the best interests of this small but well established micro community within greater Hermiston.

1. What will this new Multi Family project look like? Architectural styles, building height & landscaping, run off water concerns & proposed handling, building arrangement & access points.
2. Entrance & Exit streets, parking,
3. Project lighting , streets & building
4. Changes required to 5th street caused by the this project IE: curbing, sidewalks, utilities, storm drains , Intersection engineering for increased street traffic insured by the addition of 18 more families on this 2 block property. I believe that would add more households by a factor X2 then presently now front south east 5thst from Main street to Highland avenue.
5. We lived in 640 SE 5th when we first came to Hermiston in 1967. The storm/irrigation runoff drain canal shown on the maps provided is located several feet to the north to the best of my knowledge. It was very slowly filled in with trash and rubble over a period of several years ending in 2015 and may NOT have been properly

culverted resulting in a potential problem area dealing with increased runoff, resulting from the amount of natural absorption reduction from housing, parking, sidewalks & paving as a necessary outcome from this project.

6. This area has changed little since 1967 when we lived there. It has retained its unique, quiet, stable, low crime character. It's functioned as a great place for people of modest means or tastes to rent or own an affordable home and raise their children in a safe and peaceful area within walking distance of schools, parks, banks and shopping areas.

7. What would be the costs transferred to the present owners of 5th street properties be due to this project be?

Increased Taxes, assessments for new utilities, impact on market value of existing properties that are too small to be developed for investment or beyond the financial abilities of present residents

I'm also puzzled by the absence of a representative of NW Housing Alternatives at the first meeting to consider this action. I would think that it would have been in their best interests to have been there to sample or hear the concerns of the citizens of this neighborhood. In the absence of knowledge rumor, hearsay, half-truths rein. The assumption soon becomes that there must be a hidden agenda that someone doesn't want to be revealed. I for one am looking forward to hearing what they have to propose.

Sincerely Robert & Carol Middleton

Robert F. Middleton

Carol R. Middleton