



City Council Study Session

Agenda

June 23, 2016

12:00 PM

Medford City Hall, Medford Room

411 West 8th Street, Third Floor

Medford, Oregon

1. Community Development Block Grant – Action Plan Revision
 2. Receivership Program – Code Changes
 3. Tiny Houses Discussion
-



MEDFORD
PARKS & RECREATION

HEALTHY LIVES. HAPPY PEOPLE. STRONG COMMUNITY.

Community Development Block Grant Program



Angela Durant
Parks & Recreation Department



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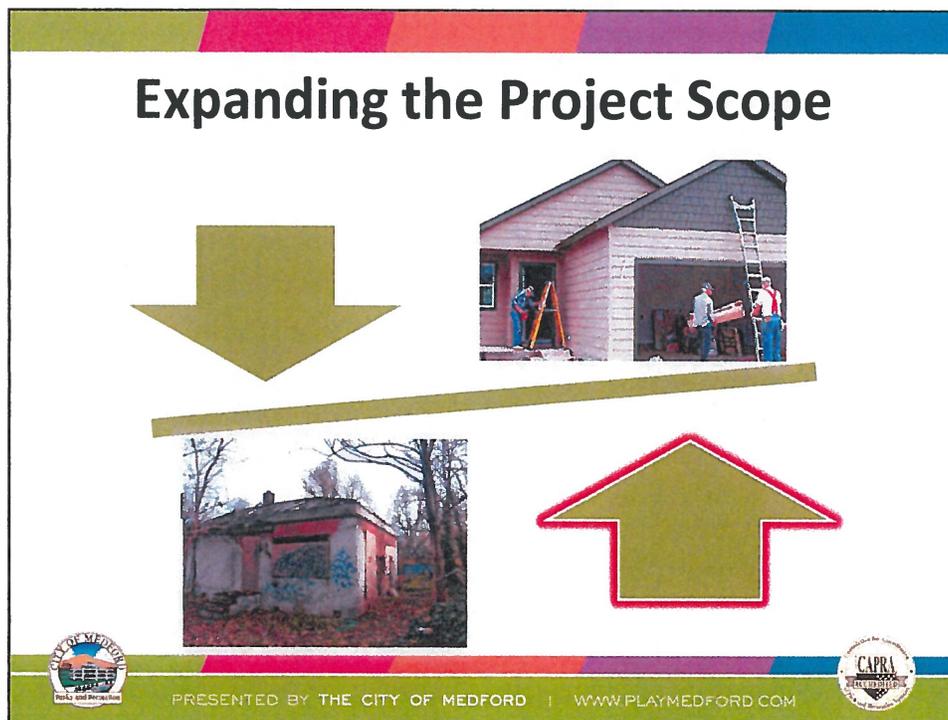
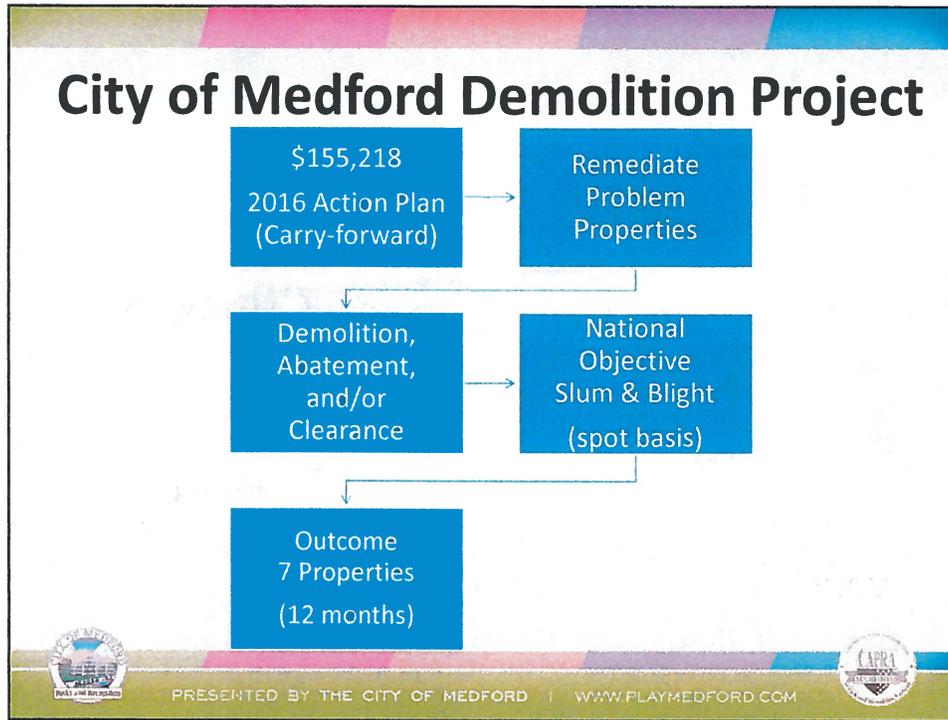


Presentation Objectives

- Inform Council on the status of a CDBG funded project
- Explain the direction the project is moving over the next program year



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Implementing a Collective Community Approach

Government
Nonprofit Private

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CAPRA
COMMUNITY AFFORDABILITY
REPAIR AND MAINTENANCE

Increasing Housing Opportunities

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graph TD; A[Identify Properties] --> B[Match with Community Partners]; B --> C[Approach Property Owners]; C --> D[Remediate Code Violations]; D --> E[Generate Affordable Housing]; E --> A;
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Identify Properties
Match with Community Partners
Approach Property Owners
Remediate Code Violations
Generate Affordable Housing

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Supporting Community Partners



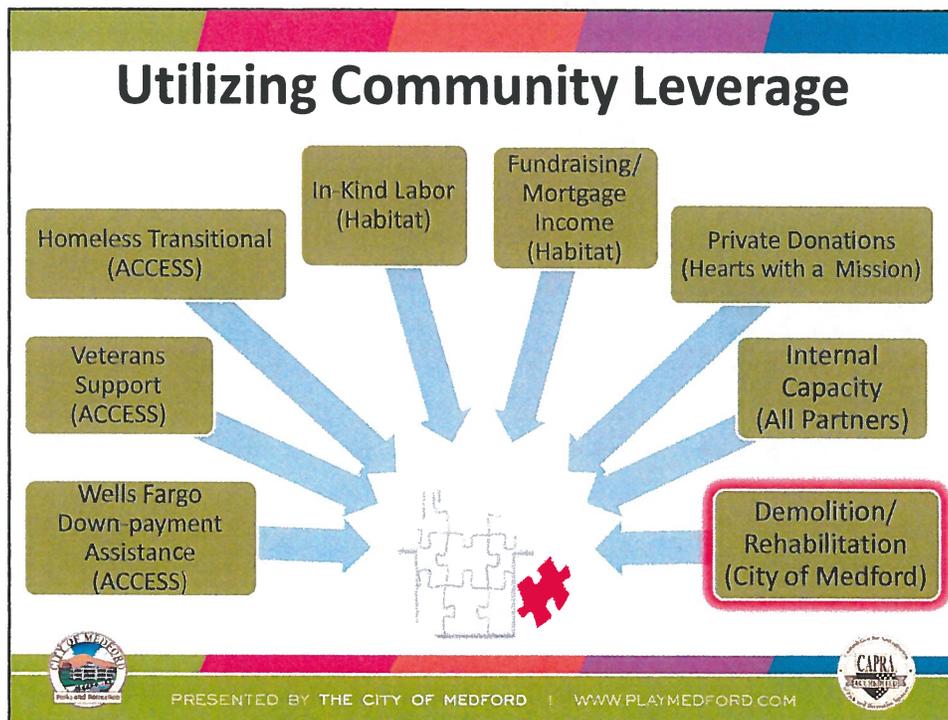
ACCESS
Helping People Help Themselves

HEARTS WITH-A MISSION

Rogue Valley Habitat for Humanity®



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Project Timeline

- Staff will continue to work with community partners to carryout this initiative
- Housing and Community Development Commission will be utilized to maintain the CDBG Public Participation Process
- Staff will present an update of the 2016 Action Plan during a public hearing



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**THANK
YOU**

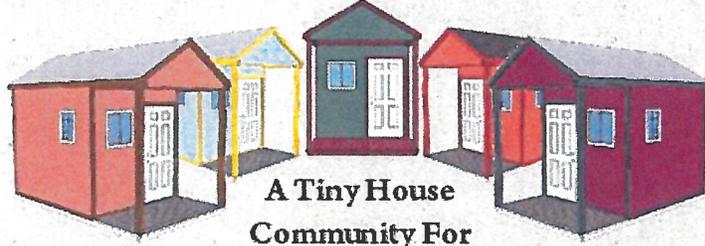


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Rogue Retreat & The Homeless Task Force Present:

HOPE VILLAGE



A Tiny House
Community For
The Homeless

HOPE VILLAGE MANUAL

POLICIES & PROCEDURES

Revised: June 22, 2016

HOPE VILLAGE MANUAL- DRAFT

Revised: June 22, 2016

—An explanation of definitions, policies and procedures of Hope Village—

This document is meant to be a living document that will change over time to reflect valuable lessons learned and best practices. Amendments to this document may be made by a majority vote of the Village Assembly and approved by a majority vote of the Hope Village Steering Committee.

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AGREEMENTS

There are two sets of agreements that the Village must follow at all times:

Community Agreement: The internal agreements that list acceptable behavior for residents within the Village.

Operational Agreement: The formal agreement between Rogue Retreat and the City of Medford that regulates what the Village can and cannot do on City owned property.

MEMBERSHIP

Villager: An individual or couple who currently resides in a housing unit at the Village.

Probationary Villager: A new resident undergoing a four (4) -week trial period, to assure they can follow the Community Agreements before being accepted as a full Villager.

Village Council Member: 3-5 residents elected from the whole Village Assembly to have additional responsibility and authority in the Village. A more detailed description of this role can be found in the Village Governance section below.

Village Assembly: The self-governing body of the Village comprised of all Village Residents. A more detailed description of this role can be found in the Village Governance section below.

Village Volunteer: A non-resident, potential resident or past resident who is trained to assist in the operation and maintenance of the Village. They must be familiar with the Community Agreement and have filled out the Volunteer Registration Form and Volunteer Release Form.

Hope Village Steering Committee: A committee that meets at least monthly, made up of the Jackson County Homeless Task Force sub-committee Highly Affordable Housing Alternatives (HAHA) members (St. Vincent De Paul and other local non-profit agency representatives and concerned citizens), homeless individuals, and Board and Staff Members of Rogue Retreat (the Governing Non-Profit). This committee is responsible for development and oversight of the Village, review of the Village Council's adherence of the Operational Agreement, suggested revisions to the Community Agreement, and selection of Village residents to recommend to the Village Assembly.

Board of Directors: Elected or appointed individuals who oversee the activities of the non-profit organization, Rogue Retreat. Rogue Retreat does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age (over the age of 17), national origin (ancestry), disability (as permitted within physical limits of current facilities), marital status, sexual orientation, military status, or any other characteristic protected under applicable federal or state law, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, selection of Village residents, and provision of services. We are committed to providing an inclusive and welcoming environment for all Village residents and members of our staff, clients, volunteers, subcontractors, and vendors.



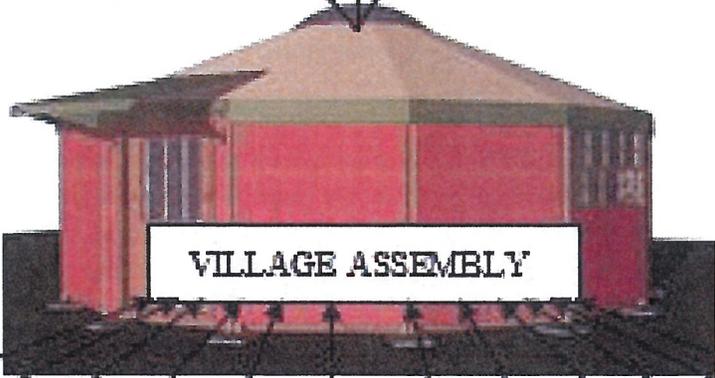
**ROGUE
RETREAT**
Restoring Lives



**ROGUE RETREAT
BOARD MEMBERS**

**ROGUE RETREAT
STAFF**

**HIGHLY AFFORDABLE
HOUSING ALTERNATIVES
SUB-COMMITTEE**



VILLAGERS

GOVERNANCE ROLES

Self-governance is a core value of Hope Village. This means that the success of the Village rests on the participation of those who live here. Hope Village is a community that is behavior based rather than heavily rule based. We strive to create a community that is built on mutual respect and mutual aid. There are three governing groups for making decisions related to the management of the Village. They are:

1) Village Assembly (All Residents meet weekly)

Every week a Village meeting will be held. Attendance is mandatory for all residents. Issues related to the organization of the Village will be discussed and voted on at this time. Specific roles will be identified and staffed in order to maintain a safe and sanitary environment. The following applies to the mandatory meeting:

- Advanced notice with documentation must be provided to the Village Council for excused absences (i.e. work, school, medical), which must be approved by Village Council in advance.
- Villagers with excused absences may vote on any policy issues prior to the meeting through absentee ballot.
- A quorum is established when over 51% of residents are present.
- Any decisions made at the Village Meeting must comply with the existing Community Agreement, Village Manual, and Operational Agreement.
- Amendments to the Community Agreement and Village Manual may be proposed at the meeting and require 2/3 majority vote to pass.
- Amendments to the Community Agreement and Village Manual must be reviewed and approved by the Hope Village Steering Committee before taking effect.
- Expulsion from the Village may be appealed at the weekly meeting, and is decided upon by a majority vote of the Village residents.
- Informal meetings can be scheduled on other nights, but will not be mandatory.

2) Village Council (Meets 2x week)

Elections are held during Village Meetings to maintain a Village Council of 3-5 residents. To become a Council member, a resident must be nominated by another resident. A majority vote of the Villagers present then decides which nominees are elected. The elected term is three months. Council members may serve consecutive terms. Elections are to be staggered so that the entire Council does not change at once.

The role of the Village Council is to uphold orderly management of the Village. The Council is not meant to have greater power than any other Village member. Villagers elected to the council are simply given the task of responding to incidents when a Community Agreement is broken, and enacting the appropriate level of intervention as specified in this manual. A primary responsibility of the Council is to act between meetings when urgent situations arise.

For the issues addressed within this manual, it is the responsibility of the Council to ensure that the appropriate level of intervention is being enforced. A Council member may be removed from their position for violating this duty through a majority vote at a Village Meeting. When an incident occurs that is not described in this manual, it is up to the Village Council to determine the appropriate level of intervention.

All Council decisions are potentially subject to review at the Village Assembly weekly meeting. In this way, service on the Council is much like any other form of contribution to the operation and maintenance of the Village fulfills the mandatory number of volunteer hours per week.

When a rule break occurs, any Villager may write an Incident Report. The Village Council is then responsible for verifying that the level of intervention is appropriate and notifying the alleged offender. From there, the alleged offender has three options:

- 1) Accept the Incident Report with the proposed level of intervention,
- 2) Appeal the Incident Report at the next Village Council meeting, in which case the level of intervention requires the vote of a majority of Council members,
- 3) If the alleged offender feels that the action is unjust they may appeal at the Village Assembly weekly meeting.

For incidents resulting in suspension or expulsion, the offender may be given a chance to appeal before taking their leave unless the Village Council considers the behavior to be a threat to the Village.

The Village Council is to hold at least two (2) regular meetings per week. During this time Council members:

- Set agenda for next weekly Village Meeting (any Villager can propose items)
- Review Incident Reports and listen to appeals
- Review Front Desk Log and make sure everyone is completing their volunteer shifts
- Deal with other issues relevant to maintaining orderly operation of the Village

Impromptu Village Council meetings may also be necessary to address urgent situations. Quorum to hold a Village Council meeting is to have at least 51% of members present, with an attempt to notify all Council Members. Members of the Hope Village Steering Committee may also attend these meetings in an advisory capacity, but may not vote.

3) Hope Village Steering Committee (Meets 1x month)

The main governing role of the Steering Committee is to provide oversight. The purpose of this is to ensure that the Community Agreement and Village Manual are being upheld. In cases where the Village is not in compliance, and the Village Council has not taken action, the Steering Committee may step in to take action at its discretion.

The Steering Committee is also responsible for ensuring that financial, legal, administrative, safety, and sanitation matters are being properly managed. Interface between the Village and the steering committee will occur through the following:

Villager Committee Member:

There will be a Village Council liaison represented at the Steering Committee monthly meeting with voting rights.

SAFETY PLAN

1) Safety Committee

A Safety Committee shall be formed consisting of at least one steering committee member, the Rogue Retreat Facilities Director or staff, one member of the Village council and one other resident. Duties of this committee shall include the following:

- Oversight of fire drills and Food Storage Policy
- Quarterly safety inspection with attention to trip, slip, and fall hazards
- Quarterly testing of all smoke and CO2 detectors
- Quarterly testing of all extension cords and power strips with an approved circuit tester
- Maintenance of systems and equipment installed to prevent or control fires
- Maintenance and control of fuel hazard sources

In addition, resident members of the Committee shall be prepared to:

- Assist others and provide medical aid in an emergency.

- Take a head count after an evacuation. Identify the names and last known locations of anyone not accounted for and provide them to the Fire Official in charge.

2) Fire Safety

Residents shall report a fire or other emergency to 9-1-1 through the use of a personal cell phone. All residents also have access to a phone at the Gate House in emergency situations. Residents will be notified of a fire or other emergency by word of mouth, and if necessary will relocate and evacuate based upon the designated evacuation route (*see Fire Safety and Evacuation Map posted at the Gate House*). All new residents are to be informed on this during the orientation process.

Village residents will participate in at least **one fire drill per year**, using the following procedure:

- Appoint someone to monitor the drill, activate and reset the fire alarm, and time the evacuation.
- Fire drills shall be conducted at varying times and under varying conditions to simulate conditions that could occur during a fire or other emergency. Make it realistic by requiring participants to use their second way out or to crawl low. This can be done by having someone hold up a sign reading “smoke” or “exit blocked by fire”
- After the evacuation, take a head count at the designated meeting place(s) to account for everyone’s participation and safe evacuation.
- After the drill, meet to discuss questions or problems that occurred.
- Redesign the drill procedures as needed.

The fire drills will be documented and recorded in the Village Operations Records with the following details:

- | | |
|--|--|
| • Name of person conducting the drill. | • Special conditions simulated. |
| • Date and time of the drill. | • Problems encountered. |
| • Notification method used. | • Weather conditions during the drill. |
| • Staff members participating. | • Time required completing the evacuation. |
| • Number of occupants evacuated. | |

The following fire prevention and fire fighting measures will be taken:

- No recreational fires will be permitted within the Village.
- No open flames or smoking will be permitted within the housing units.
- ABC fire extinguishers will be accessible throughout the Village
- Smoke detectors and fire extinguishers will be installed in common buildings and dwellings and will be inspected to insure they are functional and replaced if they are not functional.
- A map of the Village will be maintained and provided to the Jackson County Fire District.
- A minimum 10-foot setback and right-of-way will be maintained between structures on the Village site.
-

SECURITY PLAN

1) The Gate House

The Gate House is the only gateway in and out of the Village and shall remain secure. Staffing the gate house is one of the most important duties at Hope Village. This will be a mandatory service of all residents on rotating shifts. Only residents, Steering Committee Members, Rogue Retreat Staff, approved Village Volunteers and Medford Police/Fire may enter the Village unaccompanied. All other visitors or guests must be accompanied by a Villager at all times.

The gate house is to be staffed by at least two trained individuals during open hours (8am-10pm). At least one person must be a Villager. The second may be a Villager or a Village Volunteer. Their primary role is to be the “eyes and ears” of the Village during their shift. Staffing the Gate House involves the following duties:

- Register visitors and locate a resident to accompany the visitor
- Check the list of banned visitors and screen guests
- Document any disruption to normal operations in the Front Desk Log
- Inner perimeter checks
- Collect Incident Reports for the Village Council to review

The gate will be locked between 10 pm - 8 am. During this time, one Villager is to spend the night in the Gate House in case assistance is needed at the gate. In the case of an incident, the Villager on duty should alert the Village Council.

2) Stages of Response

There are three (3) stages of response for maintaining a secure and orderly environment within the Village. Stage 1 is the least severe and most common type of response. Stage 3 is the most severe and least common type of response.

Stage 1: Village Council

Village Council members are responsible for maintaining order when urgent situations arise and implementing the appropriate level of intervention.

Stage 2: Intermediary Security Agency

When Village Council members are unable to gain the cooperation of a disruptive resident, they are to contact the intermediary security agency. A contract enables the security agency to act on behalf of the Village in order to gain control of the situation. The phone number for the security agency is listed in the Gate House.

Stage 3: Medford Police Department

The Medford Police Department (MPD) is welcome to patrol the Village unaccompanied as they would any other neighborhood in Medford. In cases where the law is being broken and residents or the security agency are unable to gain cooperation of the offender, the police department will be contacted. The previous two Stages of Response are to be tried first if appropriate. Contact the Medford Police Department when a person to person crime is committed or is in progress, or upon a victim's request. Villager Councilors may resolve lower level crimes such as petty theft and minor criminal mischief according to the Intervention Action Plan if the victim does not wish to press charges.

INTERVENTION & RESPONSE PLAN

1) Discussion

When a complaint that is not technically a rule break, is cause for concern for members of the Village, the Council will meet with said Villager and discuss a plan of action to curtail the behavior. We believe that early intervention will help prevent further and more severe action.

2) Mediation

In cases of an Incident Report filed by one Villager against another when the complaint is not a clear rule break, a Village Councilor shall act as a third party mediator to meet with the complainant and the alleged offender to discuss the issue and reach a resolution that is agreeable to both parties. If no resolution is found it may be brought up at the full Village Assembly Meeting for review. If a vote is taken, the decision of the Village Assembly is the final word on the matter.

3) Levels of Intervention

Minor rule violations (i.e. missed host shift, Village Assembly meeting, etc.) result in 4 levels of intervention:

- Level 1 – Verbal Warning

- Level 2 – Written Warning
- Level 3 – 48-hour expulsion from the Village
- Level 4 – Permanent expulsion from the Village

4) Violations

Minor rule violations will be tracked for a three (3)-month rolling period in each Villagers file in the Gate House and maintained by the Village Council.

For example: If you missed a shift on the 1st of January you would receive a verbal warning. If you missed another shift within three months you would receive a written warning. If you again missed a shift within 3 months of the first violation you would then be on a 48-hour expulsion. If you missed another shift before three months from the first violation you would be permanently expelled. However, if your 4th missed shift was 4 months after the first violation, the first violation would "drop off" your record and it would be treated as a Level 3 again. If you had missed no shifts for 3 months the violation would be treated as a Level 1 violation again.

Severe rule violations may require action at a heightened level of intervention even though the rule violation may be a first offense. The Village Council will deal with these rule violations on a case-by-case basis unless defined in this manual.

All intervention actions require the agreement of a majority of Village Council members.

Expulsion:

In cases of expulsion from the Village, where the Villager is not an imminent threat to others, the Villager to be expelled will be given a reasonable amount of time to make arrangements for their safety. No resident who is not an imminent threat to others will be expelled after 8 pm. Villagers may appeal their expulsion from the Village at a weekly Village Assembly meeting, which may include actions for addressing the problematic behavior that caused their expulsion. A majority vote will either uphold or revise the expulsion.

POLICIES

ANIMAL POLICY:

Service Animals and pets are honored as an important part of residents' lives. The limited capacity of the Village to support only a small number of such animals is also honored. Consequently, the following Pet Policies have been adopted:

SERVICE ANIMALS

- Service animals are welcome at Hope Village. A doctor's prescription for a service animal must be shown in advance of bringing the animal on Hope Village grounds. If someone with a service animal does not have a prescription, they may seek assistance from their case manager in locating a doctor to assess the need and prescribe a service animal.
- A service animal does not count in the "quota" of pets allowed to live at Hope Village. Service Animals must follow the same rules as other pets. However, if someone has a service animal but cannot obtain a prescription, that animal will be considered a pet and must be counted in the quota on a first come first served basis as outlined below.

PETS

- Dogs are permitted as pets at Hope Village. There will be a maximum of five (5) dogs at the village at any one time. Space for dogs is on a first come, first served basis.
- All pets must be tagged with ID as required by local regulations.
- No new pets may be acquired AFTER acceptance into Hope Village.
- All dogs must be spayed and neutered prior to moving on site. Applicants may seek help from their case manager in finding funds/veterinarian for such procedures.

- All dogs must be on leash at all times. If, at any time, the Village Council finds that a pet either poses a nuisance or danger to others or is not properly cared for, the pet must leave the village at the instruction of the Village Council.
- If the resident is off site, all dogs must be properly kenneled in the kennel area under the supervision of another Villager.
- The owner must pick up all solid waste for their pet, keep their pet from annoying other residents either through trespass, barking or any other means. Failure to do so can result in the Village Council ejecting the pet from the premises.

ABANDONMENT POLICY:

Village residents who have been continuously absent from the Village and have not remained in contact for a period of seven (7) days have abandoned their dwelling and are no longer a Villager. Their possessions will be removed from their previous dwelling immediately upon the dwelling being declared abandoned. Items will be marked with owners name and date of disposal. Owners then have a period of 8 days after their possessions have been removed to retrieve their possessions, after which time those items would be disposed of at Village discretion.

A structure will also be considered abandoned if a resident is spending less than 5 out of 7 nights at the Village.

Exceptions will be made for residents who are unable to contact the Village due to extenuating circumstances such as; jail, hospital, etc. Abandonment will not be considered for those Villagers who wish to spend time away from the Village for personal reasons provided they inform a Council member and make arrangements to cover their host hours when possible. In the case of emergencies exceptions will be made to for those unable to make arrangements to cover their host hours.

Process for documentation and storage of abandoned possessions:

When a unit has been declared abandoned at least two (2) members of the Village Council will remove items from the abandoned unit. They will document what items are present and place them in an available storage container or bag that is clearly labeled with the name of the former Villager and the date of the abandonment. These items will then be stored in the storage loft of the gate house or Rogue Retreat storage unit until such time as the owner retrieves them or they are over the 30-day limit. Once items have reached the 30-day limit the Village Council will determine the proper disposal of said items during the next council meeting.

ALCOHOL & DRUG POLICY:

- Possession of alcohol: 48 hour expulsion (enrollment in an AA program or random breathalyzer testing may also be required if Village Council or Board deems necessary).
- Possession of marijuana or marijuana paraphernalia (including pipes made from other items: cans, vegetables, bottles, etc.): 48 hour expulsion.
- Other illegal drugs or drug paraphernalia, including needles (if no proscription for insulin or other IV medications), pipes (used for anything other than tobacco), and spoons that have been used for “cooking” drugs: permanent expulsion.
- Any other items suspected to have been used for drug related purposes will be dealt with on a case-by-case basis by the Village Council.

CLEANING POLICY

All Villagers are required to sign up to share in the duty of cleaning the Village bathrooms, kitchen, shower and laundry area. A sign up sheet will be available at the weekly Village Assembly meeting and the gate house.

1. First refusal to sign up or to adequately complete this requirement will result in a verbal warning and Villager will be required to sign up for two (2) spots the following month.
2. Failure to sign up for the two (2) days in the following month or adequately complete the cleaning duty will result in a written warning for the first violation and a 48 hour expulsion for the second violation. The Villager will again be required to sign up for an additional two (2) days on the following month.
3. Failure to sign up or adequately complete the cleaning duty would then result in a permanent expulsion.

COUPLES POLICY:

Couples must agree to abide by the following intervention policy if they have a fallout which results in one person moving out of a couple's unit. This must be filled out during the application process.

Application wording:

"We, the couple, in the event of a fallout resulting in an inability to live together and causing one person to move out of shared housing, will agree to the village policy that _____ will move out of the couple's unit into another unit. If no unit is available they will move out of the Village until another unit becomes vacant, at which time they will be placed at the top of the waiting list for the next opening".

If after being accepted into the Village and issued a dwelling unit a Village Member becomes a couple and wishes to add the other person to their unit the original Village resident would have first option to stay in the unit in the event of a fallout.

FOOD STORAGE POLICY

Fair sharing of resources is critical to the well-being of the Village. Hoarding or inequitable division of resources is unhealthy. Additionally, the Village is vulnerable to food stealth by dogs, cats, rodents and other animals. Rodents themselves provide a health hazard and we must discourage their presence by not having food available to attract them. Consequently, the following Food Storage Policies have been adopted:

- All community food that enters the Village as a donation must be stored in the community food pantry in an appropriate sealed container. No donated food may be taken to an individual residence. All community food must be eaten in community areas. This is not only for sanitation purposes but also to promote the social health of the Village.
- Non-perishable food purchased by the residents with their own resources may be stored in rodent and insect resistant containers in their residence.
- A limited amount of perishable food may be stored in the community refrigerator if it is labeled with a name and date. Items in the refrigerator without a label immediately belong to "everyone." No perishable food may be stored in an individual residence.
- All food should be prepared in communal spaces
- It is important, if one eats in their residence, to immediately wipe or sweep up any crumbs for the prevention of rodent infestation.
- Any resident who fails to store food properly in their unit may be ruled no longer able to have food in their unit by the Village Council.
- Residents may not take food from the community food area or any common food source to their residence to eat.

MEDICAL & FAMILY LEAVE POLICY:

Definition of Medical Leave: Medical leave is time off from Village duties, excluding utility payments so a Villager can address health and safety needs without losing Villager or residence status.

Definition of Family Leave: Family leave refers to time taken off from Village duties, excluding utility payments for the purpose of caring for an ill family member or to assist a family member with crisis needs.

Time allowed for Medical and Family Leave: A Villager is allowed two weeks of medical leave or family leave with no documentation necessary. If the need is longer than two weeks, documentation may be required to present to the Village Assembly. If the Villager needs more than 60 days of medical leave or family leave, they would need to vacate their residence in order to allow a new Villager to get into the Village and would then be placed first on the wait list for re-entering the Village when their medical issues are resolved and they are able to be a full Villager once more. If they are unable to return within three (3) months they would need to reapply. Exception to this rule would be if no housing units become available before their three (3) months are up.

While on medical or family leave, if a Villager is staying onsite, they will be required to pay their utilities as normal. If the Villager attends the weekly Village meetings, they retain their full voting rights. If they do not attend, they forfeit their voting rights for that meeting.

PANHANDLING POLICY

Villagers must not panhandle or "fly signs" downtown. Violation of this policy may result in immediate expulsion. North Boundary: McAndrews Ave. / South Boundary: Stewart Ave. / East Boundary: I-5 / West Boundary: Columbus Ave.

PROBATIONARY VILLAGER STATUS POLICY

New resident undergo a four (4) week trial period to ensure that they are willing to follow the Community Agreements before being fully accepted as a Villager. The goal is to obtain a fair and objective view of the potential Villager that removes the "popularity contest" factor, and instead focuses on their willingness to be a contributing member of the community.

The Villager will be given a mentor who will guide them through orientation and do a daily check-in with the new Villager to answer any questions or concerns that they may have. It will also be the mentor's responsibility to counsel the Villager when any issues arise so that the concerns may be addressed. The mentor will report to the Village Assembly meeting once a week to advise them on how the new Villager is progressing.

After four (4) weeks, the Village Assembly, with at least (1) Steering Committee Member present, will open the weekly meeting to allow Villagers to express any legitimate concerns, questions, and compliments about the new Villager. After the meeting the Village Assembly will vote on whether to accept the new Villager based on whether or not the new Villager upheld their responsibilities, such as front gate, volunteer hours around the Village and cleaning duties and if the Villager has any incident reports? If so, can those be interpreted as part of the learning process and will not be a continual issue?

SMOKING POLICY:

There will be no smoking or electronic cigarettes (vaping) in the dwelling units or common community areas. Smoking is allowed in the designated smoking area only.

WAIT LIST VOLUNTEER POLICY:

Potential Villagers who have passed the background check and interview process will be encouraged to volunteer service to the Village to demonstrate a willingness to contribute and be a part of the community. A list of projects will be made available to help guide potential Villagers. A sign-in sheet will be maintained in order to supervise these projects.

ROGUE RETREAT PROGRESS LEVEL ADVANCEMENT

LEVEL 1 (Goal: 0-30 days)	LEVEL 2 (Goal: 2 months)	LEVEL 3 (Goal 6months)	LEVEL 4 (Goal 9 months)	LEVEL 5 (Goal 1 year)
<p style="text-align: center;"><u>Immediate Needs:</u></p> <p>Change of Address: Post Office Dept. of Motor Vehicles Housing Authority AFS (Food Stamp office)</p> <p>Contact information: Has phone number Has e-mail address</p> <p style="padding-left: 20px;">Apply for all applicable <u>temporary</u> income benefits (TANF, Unemployment, Workers Comp, etc)</p> <p>Apply for Section 8 at HAJC</p> <p>Apply for Health Insurance</p> <p>Have all Vital Records: <i>-Birth Certificates for all household members</i> <i>-Social Security cards for all household members</i> <i>-State issued IDs for all adults</i></p> <p>RECOVERY GOAL: Minimum: 90 Days clean/sober (3 months)</p>	<p style="text-align: center;"><u>Foundational Needs:</u></p> <p>Has established health care with Primary doctor or clinic</p> <p>Has established dental care with Primary dentist or clinic</p> <p>Has established mental health care with provider if applicable</p> <p>Knows appropriate channels for health care related issues</p> <p>Has reliable Transportation Plan</p> <p>Has reliable Childcare Plan</p> <p>Has enrolled in the Family Self Sufficiency Plan</p> <p>RECOVERY GOAL: Minimum: 120 Days clean/sober (4 months) *Have ACTIVE sponsor or Recovery Coach *Have completed Steps 1-2</p>	<p style="text-align: center;"><u>Skill Building:</u></p> <p>* EDUCATION PATH Has H/S diploma or GED Is enrolled in H/S or GED classes Has submitted FAFSA paperwork Is enrolled in classes at RCC or Vocational School (Abdill, Phagans, ITT, etc.) or enrolled in online coursework towards career path.</p> <p style="text-align: center;">OR</p> <p>* EMPLOYMENT PATH Completed I-Match Profile Finished Job Council Foundational Skills Workshops Completed NCRC testing Has found employment</p> <p style="text-align: center;">OR</p> <p>* BENEFITS PATH Apply for all applicable <u>permanent</u> income benefits (SSI, SSDI, Veterans Benefits, VASH voucher, etc)</p> <p>RECOVERY GOAL: Minimum: 180 Days clean/sober (6 months) *Have ACTIVE sponsor or Recovery Coach *Have completed Steps 3-4</p>	<p style="text-align: center;"><u>Financial Literacy:</u></p> <p>Has received a copy of their credit report and score within the past 12 months</p> <p>Has a stable job or sufficient income to meet monthly bills and begin to rebuild credit</p> <p>Has a budget (spending plan)</p> <p>Has payment plans with past creditors to clean up debt</p> <p>Has opened a checking or savings account</p> <p>RECOVERY GOAL: Minimum: 270 Days clean/sober (9 months) *Have ACTIVE sponsor or Recovery Coach *Have completed Steps 6-9</p>	<p style="text-align: center;"><u>Preparing to Move on:</u></p> <p>Is putting money into a savings account each month for moving expenses Has applied for housing at all applicable low-income housing apartments or has requested a "shopping limit" Has found new rental housing and put in 30 day notice!! OR Has enrolled in the "Realizing the American Dream" pre-purchase education class at ACCESS</p> <p>Has completed "10 Steps of Homebuying" class at Consumer Credit Counseling Center</p> <p>Has chosen a Realtor & a Lender</p> <p>Has applied for the City of Medford First Time Homebuyers Assistance Program</p> <p>Has applied for the OHCS Homebuyer Assistance Program</p> <p>Has purchased a home and has put in a 30 Day notice.</p> <p>RECOVERY GOAL: Minimum: 365 Days clean/sober (1 YEAR) *Have ACTIVE sponsor or Recovery Coach *Have completed Steps 9-12</p>

ADVANCE TO LEVEL 2



ADVANCE TO LEVEL 3



ADVANCE TO LEVEL 4



ADVANCE TO LEVEL 5



GRADUATION!!



HOPE VILLAGE COMMUNITY AGREEMENT

Hope Village is a transitional Village that provides a safe and secure place to be for those currently without housing. It is a self-governing community that is based on five basic rules:

- 1. No violence to yourselves or others**
- 2. No theft**
- 3. No alcohol, illegal drugs, or drug paraphernalia on the premises**
- 4. No persistent, disruptive behavior**
- 5. Everyone must contribute to the operation and maintenance of the Village.**

I understand that Hope Village is transitional in nature and exists to help me build more success in my life and move forward out of homelessness. Therefore I agree to the following:

- *I agree to meet with my assigned case manager to help me identify my strengths, set forth short term and long term goals in alignment with the Rogue Retreat Progress Levels to help me address the barriers I have that have contributed to my homelessness to help me become a self-sufficient member of the general community.*

I will be a positive member of this community and contribute toward making it a safe, secure, clean and pleasant place to live. Therefore I agree to the following:

- My behavior will be based on love and respect for myself and others.
- I will not disrespect others based on ethnicity, religion, gender, sexual orientation, handicap, lifestyle choices, or economic status. Hope Village residents have the right to expect dignity and opportunity.
- I will make Hope Village a place everyone feels safe and respected. For my own safety as well as the safety of others, I will not carry a weapon or act violently toward others or myself.
- I will not steal and will make the members of the Village Council aware of any stealing I see. I will respect other people's property and community property and I expect other people to respect mine. (Stealing is one of the most upsetting things that can happen in our community)
- I agree not to use illegal drugs or alcohol while residing in the Village. (I know illegal drugs and alcohol use can damage Hope Village)
- I will honor quiet hours from 10:00 pm to 8:00 am so that others and myself can stay healthy and rested.
- I understand that no personal guests will be allowed between 10:00 pm to 8:00 am.
- I want to live in a clean, litter-free, comfortable space where I can bring friends, family and other guests. Also, I know that many communities such as ours get closed down for "health and safety" reasons. I will keep the area in and around where I live clean and orderly, and not store any personal items outside of my building footprint or allocated storage space.
- I will do my part to keep the community areas clean.

- I will pick up after myself and my pet. If I have a pet I will keep it leashed at all times.
- I understand there will be a single point of entrance and exit that will be staffed 24/7, and that security shifts will be shared equally among Village residents to maintain a secure environment for Hope Village.
- I agree to work at least 10 hours a week on the operation and maintenance of the Village. This includes serving on the Village Council, helping with cleaning duties, construction projects, maintenance and clean-up crews, gardening, kennel duty, bicycle repair, helping plan activities and other jobs that need to be shared by community members. It can take a lot of work to keep the Village a safe, clean and pleasant place to live.
- I will support the goal of self-sufficiency by contributing \$2 per night for my living unit or \$60 each month and helping with fundraising events as needed to keep the Village strong financially.
- I will attend the weekly Village Assembly meetings, unless I have an acceptable reason for absence, in which case I will find out what went on by reading the meeting notes. I understand that decisions will be made through a majority vote, and that the Hope Village Steering Committee reserves the right to override decisions made. I agree to abide by all decisions made.
- I have completed the Background Check Form along with all other application documents honestly. I understand if the background check reveals otherwise, I may be asked to leave immediately.
- I promise to keep all of these agreements, as well as others that are approved at Village meetings. If I violate any agreements, the members of the Village Council are authorized to ask me to leave temporarily, or, in serious or repeat cases, to leave permanently. I will do so peacefully and not return unless I am authorized to do so. The failure to leave peacefully will result in a call to the Medford Police Department and I may be cited for trespassing.
- I know that Hope Village is a place where people value community and support each other. I will think of ways to make our community a better place to be. When I am concerned or upset with situations in the Village, I will bring these problems to the attention of the appropriate people so that we can work together to figure things out.
- I willingly sign these agreements as a contract between Hope Village and myself.

SIGNATURE

/ /
DATE

WITNESS FOR HOPE VILLAGE

/ /
DATE

HOPE VILLAGE MANUAL- DRAFT

Revised: June 22, 2016

—An explanation of definitions, policies and procedures of Hope Village—

This document is meant to be a living document that will change over time to reflect valuable lessons learned and best practices. Amendments to this document may be made by a majority vote of the Village Assembly and approved by a majority vote of the Hope Village Steering Committee.

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AGREEMENTS

There are two sets of agreements that the Village must follow at all times:

Community Agreement: The internal agreements that list acceptable behavior for residents within the Village.

Operational Agreement: The formal agreement between Rogue Retreat and the City of Medford that regulates what the Village can and cannot do on City owned property.

MEMBERSHIP

Villager: An individual or couple who currently resides in a housing unit at the Village.

Probationary Villager: A new resident undergoing a four (4) -week trial period, to assure they can follow the Community Agreements before being accepted as a full Villager.

Village Council Member: 3-5 residents elected from the whole Village Assembly to have additional responsibility and authority in the Village. A more detailed description of this role can be found in the Village Governance section below.

Village Assembly: The self-governing body of the Village comprised of all Village Residents. A more detailed description of this role can be found in the Village Governance section below.

Village Volunteer: A non-resident, potential resident or past resident who is trained to assist in the operation and maintenance of the Village. They must be familiar with the Community Agreement and have filled out the Volunteer Registration Form and Volunteer Release Form.

Hope Village Steering Committee: A committee that meets at least monthly, made up of the Jackson County Homeless Task Force sub-committee Highly Affordable Housing Alternatives (HAHA) members (St. Vincent De Paul and other local non-profit agency representatives and concerned citizens), homeless individuals, and Board and Staff Members of Rogue Retreat (the Governing Non-Profit). This committee is responsible for development and oversight of the Village, review of the Village Council's adherence of the Operational Agreement, suggested revisions to the Community Agreement, and selection of Village residents to recommend to the Village Assembly.

Board of Directors: Elected or appointed individuals who oversee the activities of the non-profit organization, Rogue Retreat. Rogue Retreat does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age (over the age of 17), national origin (ancestry), disability (as permitted within physical limits of current facilities), marital status, sexual orientation, military status, or any other characteristic protected under applicable federal or state law, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, selection of Village residents, and provision of services. We are committed to providing an inclusive and welcoming environment for all Village residents and members of our staff, clients, volunteers, subcontractors, and vendors.



**ROGUE
RETREAT**
Restoring Lives



**ROGUE RETREAT
BOARD MEMBERS**

**ROGUE RETREAT
STAFF**

**HIGHLY AFFORDABLE
HOUSING ALTERNATIVES
SUB-COMMITTEE**



VILLAGERS

GOVERNANCE ROLES

Self-governance is a core value of Hope Village. This means that the success of the Village rests on the participation of those who live here. Hope Village is a community that is behavior based rather than heavily rule based. We strive to create a community that is built on mutual respect and mutual aid. There are three governing groups for making decisions related to the management of the Village. They are:

1) Village Assembly (All Residents meet weekly)

Every week a Village meeting will be held. Attendance is mandatory for all residents. Issues related to the organization of the Village will be discussed and voted on at this time. Specific roles will be identified and staffed in order to maintain a safe and sanitary environment. The following applies to the mandatory meeting:

- Advanced notice with documentation must be provided to the Village Council for excused absences (i.e. work, school, medical), which must be approved by Village Council in advance.
- Villagers with excused absences may vote on any policy issues prior to the meeting through absentee ballot.
- A quorum is established when over 51% of residents are present.
- Any decisions made at the Village Meeting must comply with the existing Community Agreement, Village Manual, and Operational Agreement.
- Amendments to the Community Agreement and Village Manual may be proposed at the meeting and require 2/3 majority vote to pass.
- Amendments to the Community Agreement and Village Manual must be reviewed and approved by the Hope Village Steering Committee before taking effect.
- Expulsion from the Village may be appealed at the weekly meeting, and is decided upon by a majority vote of the Village residents.
- Informal meetings can be scheduled on other nights, but will not be mandatory.

2) Village Council (Meets 2x week)

Elections are held during Village Meetings to maintain a Village Council of 3-5 residents. To become a Council member, a resident must be nominated by another resident. A majority vote of the Villagers present then decides which nominees are elected. The elected term is three months. Council members may serve consecutive terms. Elections are to be staggered so that the entire Council does not change at once.

The role of the Village Council is to uphold orderly management of the Village. The Council is not meant to have greater power than any other Village member. Villagers elected to the council are simply given the task of responding to incidents when a Community Agreement is broken, and enacting the appropriate level of intervention as specified in this manual. A primary responsibility of the Council is to act between meetings when urgent situations arise.

For the issues addressed within this manual, it is the responsibility of the Council to ensure that the appropriate level of intervention is being enforced. A Council member may be removed from their position for violating this duty through a majority vote at a Village Meeting. When an incident occurs that is not described in this manual, it is up to the Village Council to determine the appropriate level of intervention.

All Council decisions are potentially subject to review at the Village Assembly weekly meeting. In this way, service on the Council is much like any other form of contribution to the operation and maintenance of the Village fulfills the mandatory number of volunteer hours per week.

When a rule break occurs, any Villager may write an Incident Report. The Village Council is then responsible for verifying that the level of intervention is appropriate and notifying the alleged offender. From there, the alleged offender has three options:

- 1) Accept the Incident Report with the proposed level of intervention,
- 2) Appeal the Incident Report at the next Village Council meeting, in which case the level of intervention requires the vote of a majority of Council members,
- 3) If the alleged offender feels that the action is unjust they may appeal at the Village Assembly weekly meeting.

For incidents resulting in suspension or expulsion, the offender may be given a chance to appeal before taking their leave unless the Village Council considers the behavior to be a threat to the Village.

The Village Council is to hold at least two (2) regular meetings per week. During this time Council members:

- Set agenda for next weekly Village Meeting (any Villager can propose items)
- Review Incident Reports and listen to appeals
- Review Front Desk Log and make sure everyone is completing their volunteer shifts
- Deal with other issues relevant to maintaining orderly operation of the Village

Impromptu Village Council meetings may also be necessary to address urgent situations. Quorum to hold a Village Council meeting is to have at least 51% of members present, with an attempt to notify all Council Members. Members of the Hope Village Steering Committee may also attend these meetings in an advisory capacity, but may not vote.

3) Hope Village Steering Committee (Meets 1x month)

The main governing role of the Steering Committee is to provide oversight. The purpose of this is to ensure that the Community Agreement and Village Manual are being upheld. In cases where the Village is not in compliance, and the Village Council has not taken action, the Steering Committee may step in to take action at its discretion.

The Steering Committee is also responsible for ensuring that financial, legal, administrative, safety, and sanitation matters are being properly managed. Interface between the Village and the steering committee will occur through the following:

Villager Committee Member:

There will be a Village Council liaison represented at the Steering Committee monthly meeting with voting rights.

SAFETY PLAN

1) Safety Committee

A Safety Committee shall be formed consisting of at least one steering committee member, the Rogue Retreat Facilities Director or staff, one member of the Village council and one other resident. Duties of this committee shall include the following:

- Oversight of fire drills and Food Storage Policy
- Quarterly safety inspection with attention to trip, slip, and fall hazards
- Quarterly testing of all smoke and CO2 detectors
- Quarterly testing of all extension cords and power strips with an approved circuit tester
- Maintenance of systems and equipment installed to prevent or control fires
- Maintenance and control of fuel hazard sources

In addition, resident members of the Committee shall be prepared to:

- Assist others and provide medical aid in an emergency.

- Take a head count after an evacuation. Identify the names and last known locations of anyone not accounted for and provide them to the Fire Official in charge.

2) Fire Safety

Residents shall report a fire or other emergency to 9-1-1 through the use of a personal cell phone. All residents also have access to a phone at the Gate House in emergency situations. Residents will be notified of a fire or other emergency by word of mouth, and if necessary will relocate and evacuate based upon the designated evacuation route (*see Fire Safety and Evacuation Map posted at the Gate House*). All new residents are to be informed on this during the orientation process.

Village residents will participate in at least **one fire drill per year**, using the following procedure:

- Appoint someone to monitor the drill, activate and reset the fire alarm, and time the evacuation.
- Fire drills shall be conducted at varying times and under varying conditions to simulate conditions that could occur during a fire or other emergency. Make it realistic by requiring participants to use their second way out or to crawl low. This can be done by having someone hold up a sign reading “smoke” or “exit blocked by fire”
- After the evacuation, take a head count at the designated meeting place(s) to account for everyone’s participation and safe evacuation.
- After the drill, meet to discuss questions or problems that occurred.
- Redesign the drill procedures as needed.

The fire drills will be documented and recorded in the Village Operations Records with the following details:

- Name of person conducting the drill.
- Date and time of the drill.
- Notification method used.
- Staff members participating.
- Number of occupants evacuated.
- Special conditions simulated.
- Problems encountered.
- Weather conditions during the drill.
- Time required completing the evacuation.

The following fire prevention and fire fighting measures will be taken:

- No recreational fires will be permitted within the Village.
- No open flames or smoking will be permitted within the housing units.
- ABC fire extinguishers will be accessible throughout the Village
- Smoke detectors and fire extinguishers will be installed in common buildings and dwellings and will be inspected to insure they are functional and replaced if they are not functional.
- A map of the Village will be maintained and provided to the Jackson County Fire District.
- A minimum 10-foot setback and right-of-way will be maintained between structures on the Village site.
-

SECURITY PLAN

1) The Gate House

The Gate House is the only gateway in and out of the Village and shall remain secure. Staffing the gate house is one of the most important duties at Hope Village. This will be a mandatory service of all residents on rotating shifts. Only residents, Steering Committee Members, Rogue Retreat Staff, approved Village Volunteers and Medford Police/Fire may enter the Village unaccompanied. All other visitors or guests must be accompanied by a Villager at all times.

The gate house is to be staffed by at least two trained individuals during open hours (8am-10pm). At least one person must be a Villager. The second may be a Villager or a Village Volunteer. Their primary role is to be the “eyes and ears” of the Village during their shift. Staffing the Gate House involves the following duties:

- Register visitors and locate a resident to accompany the visitor
- Check the list of banned visitors and screen guests
- Document any disruption to normal operations in the Front Desk Log
- Inner perimeter checks
- Collect Incident Reports for the Village Council to review

The gate will be locked between 10 pm - 8 am. During this time, one Villager is to spend the night in the Gate House in case assistance is needed at the gate. In the case of an incident, the Villager on duty should alert the Village Council.

2) Stages of Response

There are three (3) stages of response for maintaining a secure and orderly environment within the Village. Stage 1 is the least severe and most common type of response. Stage 3 is the most severe and least common type of response.

Stage 1: Village Council

Village Council members are responsible for maintaining order when urgent situations arise and implementing the appropriate level of intervention.

Stage 2: Intermediary Security Agency

When Village Council members are unable to gain the cooperation of a disruptive resident, they are to contact the intermediary security agency. A contract enables the security agency to act on behalf of the Village in order to gain control of the situation. The phone number for the security agency is listed in the Gate House.

Stage 3: Medford Police Department

The Medford Police Department (MPD) is welcome to patrol the Village unaccompanied as they would any other neighborhood in Medford. In cases where the law is being broken and residents or the security agency are unable to gain cooperation of the offender, the police department will be contacted. The previous two Stages of Response are to be tried first if appropriate. Contact the Medford Police Department when a person to person crime is committed or is in progress, or upon a victim's request. Villager Councilors may resolve lower level crimes such as petty theft and minor criminal mischief according to the Intervention Action Plan if the victim does not wish to press charges.

INTERVENTION & RESPONSE PLAN

1) Discussion

When a complaint that is not technically a rule break, is cause for concern for members of the Village, the Council will meet with said Villager and discuss a plan of action to curtail the behavior. We believe that early intervention will help prevent further and more severe action.

2) Mediation

In cases of an Incident Report filed by one Villager against another when the complaint is not a clear rule break, a Village Councilor shall act as a third party mediator to meet with the complainant and the alleged offender to discuss the issue and reach a resolution that is agreeable to both parties. If no resolution is found it may be brought up at the full Village Assembly Meeting for review. If a vote is taken, the decision of the Village Assembly is the final word on the matter.

3) Levels of Intervention

Minor rule violations (i.e. missed host shift, Village Assembly meeting, etc.) result in 4 levels of intervention:

- Level 1 – Verbal Warning

- Level 2 – Written Warning
- Level 3 – 48-hour expulsion from the Village
- Level 4 – Permanent expulsion from the Village

4) Violations

Minor rule violations will be tracked for a three (3)-month rolling period in each Villagers file in the Gate House and maintained by the Village Council.

For example: If you missed a shift on the 1st of January you would receive a verbal warning. If you missed another shift within three months you would receive a written warning. If you again missed a shift within 3 months of the first violation you would then be on a 48-hour expulsion. If you missed another shift before three months from the first violation you would be permanently expelled. However, if your 4th missed shift was 4 months after the first violation, the first violation would "drop off" your record and it would be treated as a Level 3 again. If you had missed no shifts for 3 months the violation would be treated as a Level 1 violation again.

Severe rule violations may require action at a heightened level of intervention even though the rule violation may be a first offense. The Village Council will deal with these rule violations on a case-by-case basis unless defined in this manual.

All intervention actions require the agreement of a majority of Village Council members.

Expulsion:

In cases of expulsion from the Village, where the Villager is not an imminent threat to others, the Villager to be expelled will be given a reasonable amount of time to make arrangements for their safety. No resident who is not an imminent threat to others will be expelled after 8 pm. Villagers may appeal their expulsion from the Village at a weekly Village Assembly meeting, which may include actions for addressing the problematic behavior that caused their expulsion. A majority vote will either uphold or revise the expulsion.

POLICIES

ANIMAL POLICY:

Service Animals and pets are honored as an important part of residents' lives. The limited capacity of the Village to support only a small number of such animals is also honored. Consequently, the following Pet Policies have been adopted:

SERVICE ANIMALS

- Service animals are welcome at Hope Village. A doctor's prescription for a service animal must be shown in advance of bringing the animal on Hope Village grounds. If someone with a service animal does not have a prescription, they may seek assistance from their case manager in locating a doctor to assess the need and prescribe a service animal.
- A service animal does not count in the "quota" of pets allowed to live at Hope Village. Service Animals must follow the same rules as other pets. However, if someone has a service animal but cannot obtain a prescription, that animal will be considered a pet and must be counted in the quota on a first come first served basis as outlined below.

PETS

- Dogs are permitted as pets at Hope Village. There will be a maximum of five (5) dogs at the village at any one time. Space for dogs is on a first come, first served basis.
- All pets must be tagged with ID as required by local regulations.
- No new pets may be acquired AFTER acceptance into Hope Village.
- All dogs must be spayed and neutered prior to moving on site. Applicants may seek help from their case manager in finding funds/veterinarian for such procedures.

- All dogs must be on leash at all times. If, at any time, the Village Council finds that a pet either poses a nuisance or danger to others or is not properly cared for, the pet must leave the village at the instruction of the Village Council.
- If the resident is off site, all dogs must be properly kenneled in the kennel area under the supervision of another Villager.
- The owner must pick up all solid waste for their pet, keep their pet from annoying other residents either through trespass, barking or any other means. Failure to do so can result in the Village Council ejecting the pet from the premises.

ABANDONMENT POLICY:

Village residents who have been continuously absent from the Village and have not remained in contact for a period of seven (7) days have abandoned their dwelling and are no longer a Villager. Their possessions will be removed from their previous dwelling immediately upon the dwelling being declared abandoned. Items will be marked with owners name and date of disposal. Owners then have a period of 8 days after their possessions have been removed to retrieve their possessions, after which time those items would be disposed of at Village discretion.

A structure will also be considered abandoned if a resident is spending less than 5 out of 7 nights at the Village.

Exceptions will be made for residents who are unable to contact the Village due to extenuating circumstances such as; jail, hospital, etc. Abandonment will not be considered for those Villagers who wish to spend time away from the Village for personal reasons provided they inform a Council member and make arrangements to cover their host hours when possible. In the case of emergencies exceptions will be made to for those unable to make arrangements to cover their host hours.

Process for documentation and storage of abandoned possessions:

When a unit has been declared abandoned at least two (2) members of the Village Council will remove items from the abandoned unit. They will document what items are present and place them in an available storage container or bag that is clearly labeled with the name of the former Villager and the date of the abandonment. These items will then be stored in the storage loft of the gate house or Rogue Retreat storage unit until such time as the owner retrieves them or they are over the 30-day limit. Once items have reached the 30-day limit the Village Council will determine the proper disposal of said items during the next council meeting.

ALCOHOL & DRUG POLICY:

- Possession of alcohol: 48 hour expulsion (enrollment in an AA program or random breathalyzer testing may also be required if Village Council or Board deems necessary).
- Possession of marijuana or marijuana paraphernalia (including pipes made from other items: cans, vegetables, bottles, etc.): 48 hour expulsion.
- Other illegal drugs or drug paraphernalia, including needles (if no proscriptioin for insulin or other IV medications), pipes (used for anything other then tobacco), and spoons that have been used for “cooking” drugs: permanent expulsion.
- Any other items suspected to have been used for drug related purposes will be dealt with on a case-by-case basis by the Village Council.

CLEANING POLICY

All Villagers are required to sign up to share in the duty of cleaning the Village bathrooms, kitchen, shower and laundry area. A sign up sheet will be available at the weekly Village Assembly meeting and the gate house.

1. First refusal to sign up or to adequately complete this requirement will result in a verbal warning and Villager will be required to sign up for two (2) spots the following month.
2. Failure to sign up for the two (2) days in the following month or adequately complete the cleaning duty will result in a written warning for the first violation and a 48 hour expulsion for the second violation. The Villager will again be required to sign up for an additional two (2) days on the following month.
3. Failure to sign up or adequately complete the cleaning duty would then result in a permanent expulsion.

COUPLES POLICY:

Couples must agree to abide by the following intervention policy if they have a fallout which results in one person moving out of a couple's unit. This must be filled out during the application process.

Application wording:

"We, the couple, in the event of a fallout resulting in an inability to live together and causing one person to move out of shared housing, will agree to the village policy that _____ will move out of the couple's unit into another unit. If no unit is available they will move out of the Village until another unit becomes vacant, at which time they will be placed at the top of the waiting list for the next opening".

If after being accepted into the Village and issued a dwelling unit a Village Member becomes a couple and wishes to add the other person to their unit the original Village resident would have first option to stay in the unit in the event of a fallout.

FOOD STORAGE POLICY

Fair sharing of resources is critical to the well-being of the Village. Hoarding or inequitable division of resources is unhealthy. Additionally, the Village is vulnerable to food stealth by dogs, cats, rodents and other animals. Rodents themselves provide a health hazard and we must discourage their presence by not having food available to attract them. Consequently, the following Food Storage Policies have been adopted:

- All community food that enters the Village as a donation must be stored in the community food pantry in an appropriate sealed container. No donated food may be taken to an individual residence. All community food must be eaten in community areas. This is not only for sanitation purposes but also to promote the social health of the Village.
- Non-perishable food purchased by the residents with their own resources may be stored in rodent and insect resistant containers in their residence.
- A limited amount of perishable food may be stored in the community refrigerator if it is labeled with a name and date. Items in the refrigerator without a label immediately belong to "everyone." No perishable food may be stored in an individual residence.
- All food should be prepared in communal spaces
- It is important, if one eats in their residence, to immediately wipe or sweep up any crumbs for the prevention of rodent infestation.
- Any resident who fails to store food properly in their unit may be ruled no longer able to have food in their unit by the Village Council.
- Residents may not take food from the community food area or any common food source to their residence to eat.

MEDICAL & FAMILY LEAVE POLICY:

Definition of Medical Leave: Medical leave is time off from Village duties, excluding utility payments so a Villager can address health and safety needs without losing Villager or residence status.

Definition of Family Leave: Family leave refers to time taken off from Village duties, excluding utility payments for the purpose of caring for an ill family member or to assist a family member with crisis needs.

Time allowed for Medical and Family Leave: A Villager is allowed two weeks of medical leave or family leave with no documentation necessary. If the need is longer than two weeks, documentation may be required to present to the Village Assembly. If the Villager needs more than 60 days of medical leave or family leave, they would need to vacate their residence in order to allow a new Villager to get into the Village and would then be placed first on the wait list for re-entering the Village when their medical issues are resolved and they are able to be a full Villager once more. If they are unable to return within three (3) months they would need to reapply. Exception to this rule would be if no housing units become available before their three (3) months are up.

While on medical or family leave, if a Villager is staying onsite, they will be required to pay their utilities as normal. If the Villager attends the weekly Village meetings, they retain their full voting rights. If they do not attend, they forfeit their voting rights for that meeting.

PANHANDLING POLICY

Villagers must not panhandle or "fly signs" downtown. Violation of this policy may result in immediate expulsion. North Boundary: McAndrews Ave. / South Boundary: Stewart Ave. / East Boundary: I-5 / West Boundary: Columbus Ave.

PROBATIONARY VILLAGER STATUS POLICY

New resident undergo a four (4) week trial period to ensure that they are willing to follow the Community Agreements before being fully accepted as a Villager. The goal is to obtain a fair and objective view of the potential Villager that removes the "popularity contest" factor, and instead focuses on their willingness to be a contributing member of the community.

The Villager will be given a mentor who will guide them through orientation and do a daily check-in with the new Villager to answer any questions or concerns that they may have. It will also be the mentor's responsibility to counsel the Villager when any issues arise so that the concerns may be addressed. The mentor will report to the Village Assembly meeting once a week to advise them on how the new Villager is progressing.

After four (4) weeks, the Village Assembly, with at least (1) Steering Committee Member present, will open the weekly meeting to allow Villagers to express any legitimate concerns, questions, and compliments about the new Villager. After the meeting the Village Assembly will vote on whether to accept the new Villager based on whether or not the new Villager upheld their responsibilities, such as front gate, volunteer hours around the Village and cleaning duties and if the Villager has any incident reports? If so, can those be interpreted as part of the learning process and will not be a continual issue?

SMOKING POLICY:

There will be no smoking or electronic cigarettes (vaping) in the dwelling units or common community areas. Smoking is allowed in the designated smoking area only.

WAIT LIST VOLUNTEER POLICY:

Potential Villagers who have passed the background check and interview process will be encouraged to volunteer service to the Village to demonstrate a willingness to contribute and be a part of the community. A list of projects will be made available to help guide potential Villagers. A sign-in sheet will be maintained in order to supervise these projects.

HOPE VILLAGE



Hope Village Application Policy

PROGRAM DESCRIPTION:

Hope Village is a transitional village that provides a safe and secure, transitory emergency shelter for those currently without housing and provides case management services to help address barriers to housing.

It is a self-governing community based on five basic rules:

1. No acts of violence to people or property
2. No theft or borrowing without permission
3. No alcohol, illegal drugs, or drug paraphernalia on the property
4. No persistent, disruptive behavior
5. Everyone must contribute to the operation and maintenance of the Village

APPLICATION PROCESS

- Applications are accepted by Rogue Retreat at 1410 W Main St., Medford OR 97501
- Applications are then pre-screened by the Hope Village Steering Committee to assess suitability for community life within the village. Input from the homeless members of the steering committee is a valuable tool in determining the character traits of potential applicants.
- If applicants are found to be ineligible, they will be advised by a letter sent to their last known address.
- If the applicant is found to be eligible, the applicant will be put on the waiting list for the next available unit.
- Applications will be reviewed in whatever order is decided by the selection committee, and not necessarily in the order they are received. Referrals and recommendations from current village residents and Healthcare professionals may be given a higher priority on the list.
- When a unit becomes available the Hope Village Steering Committee will review all applications on the waiting list, conduct interviews and select a potential candidate to nominate to the Village Assembly.
- A majority vote of the Village Assembly accepts a new Villager for a four (4) week probationary period. after which a meeting will be held to address any concerns and a final vote is taken to accept them as a full Village Resident.
- Applications will be kept on file for one year. After 3 failed attempts to locate, or one year after applying, the application will automatically be archived. An archived applicant may reapply and be reconsidered as soon as possible.

ELIGIBILITY:

1. **Age:** Must be at least 18 years of age
2. **Criminal History:** The following will be reasons for denial:
 - a registered sex offender listed as a predator or pedophile
 - conviction in the past 5 years of manufacturing illegal substances
 - conviction in the past 2 years of violent criminal acts against persons or property



HOPE VILLAGE APPLICATION

(If you need assistance filling out this form come to our office during regular business hours M-F 8am-12 pm/ 1-5 pm and one of our staff will be happy to help you.)

CONTACT INFORMATION

Legal Name: _____ Street Name: _____

Mailing Address (REQUIRED): _____

City: _____ ST: _____ ZIP: _____

E-mail address: _____ Best Phone: _____

Circle one: Single / Married / Couple*

CHECK ALL THAT APPLY:

VET= Veteran / SA= Substance Abuse
DV=Domestic Violence / MH= Mental Health Diagnosis

APPLICANT INFORMATION

FULL NAME	RELATIONSHIP	BIRTHDAY	GENDER	SS #	VET	SA	DV	MH
	<u>SELF</u>	/ /		- -				
		/ /		- -				

***Couples must agree to abide by the intervention policy in the Village Manual if they have a fallout that results in one person moving out of a couple's unit. This must be filled out during the application process. Please choose which person in the couple will move out below:**

"We, the couple, in the event of a fallout resulting in an inability to live together and causing one person to move out of shared housing, will agree to the village policy that _____ will move out of the couple's unit into another unit. If no unit is available they will move out of the Village until another unit becomes vacant, at which time they will be reconsidered for the opening".

HOMELESS HISTORY

Where do you sleep at night (be specific): _____

Is this your first experience being unhoused? YES NO

Have you been homeless for one year or more this episode (continuously)? YES NO

Have you been homeless four or more times in the past 3 years (that equal 12 months together)? YES NO

How long have you been without stable housing? _____

Where was your most recent permanent address? _____

How did you become unhoused? _____

How long have you been in the Medford/Jackson County Area? _____

Do you have a therapy animal or pet? YES NO

If so, what kind? _____ How many pounds? _____ Spay/neuter? YES NO

TRANSPORTATION INFORMATION

Do you have a driver's license or State ID? YES NO Driver's License/State ID number: _____ State: _____

Do you have a car? YES NO / Do you have an RV? YES NO / Do you have insurance? YES NO

Do you have a bicycle? YES NO / Do you have a bus pass? YES NO

How much stuff do you have? Backpack / Car load / Truck load / Storage Unit

INCOME AND/OR BENEFIT INFORMATION

Current Employer: _____ Supervisor: _____

Work Address: _____ Work Phone: _____

How long have you worked here? _____ How many hours per week do you work? _____

Is this a permanent job? YES NO How much do you earn per month? \$ _____

Do you receive income from any other source?(where and amount)

SOURCE: _____ **AMOUNT:** _____

SOURCE: _____ **AMOUNT:** _____

Do you receive SNAP (Food Stamps)? YES NO **AMOUNT:** _____

HEALTH INSURANCE INFORMATION Do you currently have health Insurance?: YES NO

MEDICAID (Oregon Health Plan) WHICH ONE: Jackson Care Connect AllCare Other

MEDICARE Employer Provided Health Ins. Private Ins. Veteran's Administration Medical Other: _____

DO YOU REQUIRE A UNIT WITH SPECIAL FEATURES? YES NO

Grab Rails No Stairs Wheelchair Accessible Hearing Impaired Smoke Detector Other:
(explain:)

LEGAL INFORMATION

Notice: We will conduct a background check on all applicants. Having a criminal history may not disqualify you in most instances. If that background check does not match your answers on this form, your application to live in Hope Village will be denied. PLEASE BE HONEST! Your answers help us determine how to best help you remove barriers to housing.

Convictions:

- Are you a registered sex offender listed as a predator or pedophile YES NO
- Have you been convicted in the past 5 years of manufacturing illegal substances YES NO
- Have you been convicted in the past 2 years of violent criminal acts against persons or property YES NO

Have you been convicted of a crime in the last 5 years? YES NO If Yes: How many times in the last 3 yrs.? _____

Are you a registered sex offender (non predator or pedophile)? YES NO

If yes to any, give details: _____

Are you on: Supervision/Probation YES NO / Parole YES NO Until when: ____ / ____ / ____

Name of your parole/probation officer: _____ Address _____

City _____ State _____ Zip _____ Phone _____

Do you have any pending court cases? ___ Yes ___ No

If yes, give details : _____

SUBSTANCE ABUSE HISTORY

Are you now or have you ever struggled with any drug or alcohol addiction? YES NO

Are you currently clean and sober? YES NO Clean date: ____ / ____ / ____

How would you describe your addiction history, what is your current level of sobriety? _____

Do you currently attend any recovery meetings or groups? YES NO / Do you have a sponsor? YES NO

INTAKE INFORMATION (Questions 1-5)

PLEASE ANSWER THESE QUESTIONS FULLY AND TO THE BEST OF YOUR ABILITY SO WE KNOW HOW WE CAN HELP YOU BEST AND DETERMINE IF YOU ARE A GOOD CANDIDATE FOR VILLAGE COMMUNITY LIFE.

1. What would you like to tell us about yourself, for example: What experiences have you had that have made you who you are as a person? How do you see yourself in the future, what do you want to be? What are your weaknesses and your strengths? _____

2. What are your housing barriers? (What keeps you from finding stable housing)examples: Income, Criminal history, No rental history, Bad rental history, Evictions, Poor credit or lack of credit, etc.) _____

3. Are you involved with any community agencies? Who is your Case Manager or Outreach Worker? **Please include their Phone Number.** If you are not currently involved with any agencies please list 4 non related personal references.

CONTACT NAME	AGENCY / COMPANY	PHONE #
1.		
2.		
3.		
4.		

4. Do you have any current Physical Health Conditions that have been diagnosed? YES NO

If yes: do you have a Primary Care Provider? Are you on any prescription medications? If so, what are they? You must provide a current prescription, in your own name, for any and all narcotic medications at the time of interview.

5. Do you have any current Mental Health Conditions that have been diagnosed? YES NO

If yes: are you a current client at Jackson County Mental Health or have a private mental health provider? Are you on any prescription medications? If so, what are they? You must provide a current prescription, in your own name, for any and all narcotic medications at the time of interview.

APPLICANT SIGNATURE: _____ Date: _____

APPLICANT SIGNATURE: _____ Date: _____

Proposed receivership ordinance

- Considered a first draft on March 24
- Asked for additional information
- Revised ordinance incorporates:
 - 1) Requested changes by Council
 - 2) Updated information from city attorney receivership group

“Big can’t get you if
small’s got you... .”

-Congressman Elijah Cummings
2015 Commencement Speech, Johns Hopkins University

You are Lucky

- The federal government ceded these issues to you.
- However, you have tools at your disposal to combat them (strong building codes; foreclosure action, receivership program, tiny houses, etc...)

Additional reasons why the Council should consider implementing a receivership program

- City struggles to have the responsible party address issues at vacant properties.
- Sgt. Don Lane- Settlement agreement with HSBC Bank.

Why won't some national banks sell vacant properties to willing buyers?

-Planning Commissioner Dave Culbertson

The Oregon Housing Receivership Act (1989), ORS 105.420-455.

The Oregon Housing Receivership Act authorizes "county and municipal governments to adopt and implement receivership programs to allow for the upgrading of substandard and abandoned residential properties."
ORS 105.420(3).

What triggers a receivership application

- A violation of Chapter 9 (building/housing codes); and
 - The violation is deemed to be, in the exercise of the manager's reasonable discretion, a threat to public health, safety or welfare.
- * Medford's proposed receivership ordinance requires the manager obtain Council's approval for:
- 1) the selection of properties eligible for receivership;
 - 2) selection of receivers.

Notice to "interested parties."

- Application of the state receivership statute does not hinge upon who "owns" the property.
- If the property is subject to abatement, and an *interested party* does not take appropriate action (foreclosure/specific performance), the City can proceed with a receivership action.
- "Interested party" means any person or entity that possesses any legal or equitable interest of record in the property, including but not limited to the holder of any lien or encumbrance of record on the property.

Who can be a receiver?

- A Housing Authority (HAJC)
- An Urban Renewal Agency (MURA?)
- A private, non-profit corporation whose primary purpose is the improvement of housing conditions within a city (Access, Habitat for Humanity, etc... .)
- A city agency, bureau or similar subdivision designated by the City as being responsible for the rehabilitation of the property.

Authority of a Receiver- ORS 105.435

- Take possession and control of the property.
- Modify/terminate tenancies.
- Charge and collect rents.
- Pay expenses to maintain property.
- Dispose of abandoned property.
- Enter into contracts to abate/rehabilitate the property.
- Enter into financing agreements with public/private lenders to obtain funding to abate/rehabilitate the property.

***Charge an administrative fee: an hourly rate or 15% of total cost of abatement- within court's discretion.**

If the costs are not paid-

a) the court's order shall constitute a lien on the property, and;

b) the lien shall be prior and superior to a purchase money security interest (and any other encumbrance except for tax and assessment liens) in the property if:

1) City gave the holder of purchase money security interest notice of the violations that need to be remedied at the property; and

2) the holder of the purchase money security interest has not, prior to the appointment of a receiver, initiated an action pursuant to ORS 105.430(3).

- ORS 105.445(3).

- Under the Act, the recovery of costs is not limited to those incurred to cure the housing/building code violations. *City of Portland v. Ristick*, 150 Or App 1, 3-4 (1997).
- [City/Receiver] may also perform and recover the costs for any work necessary to complete the abatement, and the term abatement includes "correcting code violations as well as the **making of such other improvements or corrections as are needed to effect the rehabilitation of the property or structure.** *Id.* at 3.

If the Oregon Housing Receivership Act is so great- why don't cities use it?

- Onerous foreclosure process
- 1-year redemption period (Possible to contract out of redemption rights)
- Abuse of power?

406 Lucy Avenue, Memphis TN



Making the process easier

- City of Portland contracting with ProudGround- a real estate company that will assess which properties are suitable for receivership.
- <https://proudground.org/>
- RFP for receivers? Have a third party do the legwork.

Council Direction

Direct staff to prepare final draft of receivership ordinance for Council review and approval

Epilogue

<https://www.youtube.com/watch?v=B9n9Xfxl04M>

1 CITY OF MEDFORD MUNICIPAL COURT, JACKSON COUNTY OREGON

2

3 CITY OF MEDFORD)

4 Plaintiff,)

5 v.)

6 HSBC BANK USA)

7 Defendant.)

Docket No.'s 11F08878-16B04171

SETTLEMENT AGREEMENT

8

SETTLEMENT AGREEMENT-CODE ENFORCEMENT VIOLATIONS

9

10 THIS AGREEMENT between The City of Medford and Defendant HSBC Bank USA,
11 N.A., as Trustee for the registered holders of Nomura Home Equity Loan, Inc., Asset-Backed
12 Certificates, Series 2006-HE2 by its Servicer and Attorney-in-Fact, Ocwen Loan Servicing, LLC
13 constitutes a global settlement of the code enforcement violation cases pending before the Court
14 as of and through the date of this Agreement, whether any such case is specifically referenced in
15 the Agreement or not.

14 Since at least August 31, 2011, Defendant has been the person responsible for the
15 maintenance and upkeep of 1866 Springbrook Rd., Medford, Oregon ("the Vacant Property").

16 Defendant has 82 citations pending before the Court, all associated with failing to
17 maintain the Vacant Property. These cases are either open cases awaiting trial or cases where
18 Defendant has been found guilty by default and has failed to pay the fines imposed by the Court.
19 A copy of these citations are attached hereto as Exhibit A.

19 The City acknowledges that the Vacant Property is now in compliance with city codes.
20 Both parties agree that it is in their best interests to resolve these 82 cases in the manner
21 described below.

21 In exchange for the City dismissing cases 16B00607 (violation date 12/28/2015) through
22 16B04171 (violation date 5/02/2016) with prejudice, Defendant agrees to submit a one-time
23 payment of \$10,000.00 to the City as a fine for cases 11F08878 (violation date 8/31/2011)
24 through 15A10188 (violation date 12/23/2015). The Court has found Defendant guilty by
25 default on cases 11F08878 through 15A10188, and Defendant does not challenge the Court's
26 disposition of those cases.

26

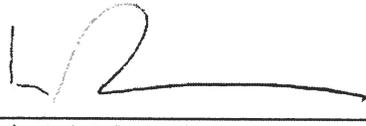
28

1 THIS SIGNED AGREEMENT takes effect upon receipt by City of Defendant's payment
2 of \$10,000.00.

3 By signing, Defendant understands that it is not required to enter into this Agreement, but
4 voluntarily chooses to do so.

5 DATED this 8th day of June, 2016.

8
9 
10 _____
11 Renee M. Parker
12 Attorney for Defendant

8
9 
10 _____
11 Kevin R. McConnell
12 Deputy City Attorney, City of Medford

14 _____

15 ORDER

16 Based upon the terms of the above Settlement Agreement, Case No.'s 16B00607 through
17 16B04171 are hereby DISMISSED with prejudice.

18 DATED this _____ day of June, 2016.

19 _____
20 MUNICIPAL COURT JUDGE
21 _____

Name: HSBC BANK USA,

SSN:

Sex: Race:
DL#:

Date of birth: 01/01/0001
Warrants: N

Case Number	Violation Description	Vio. Date	Disposition	Disp. Date	Bond	Assessed	Balance
16B04171	MAINTENANCE/VACANT PROPER	05/02/2016			.00	250.00	250.00
16B04170	UNLAWFUL ACCUMULATION OF	05/02/2016			.00	250.00	250.00
16B03941	MAINTENANCE/VACANT PROPER	04/27/2016			.00	250.00	250.00
16B03940	UNLAWFUL ACCUMULATION OF	04/27/2016			.00	250.00	250.00
16B03939	MAINTENANCE/VACANT PROPER	04/25/2016			.00	250.00	250.00
16B03938	UNLAWFUL ACCUMULATION OF	04/25/2016			.00	250.00	250.00
16B03937	UNLAWFUL ACCUMULATION OF	04/20/2016			.00	250.00	250.00
16B03936	MAINTENANCE/VACANT PROPER	04/20/2016			.00	250.00	250.00
16B03760	UNLAWFUL ACCUMULATION OF	04/18/2016			.00	250.00	250.00
16B03759	MAINTENANCE/VACANT PROPER	04/18/2016			.00	250.00	250.00
16B03636	MAINTENANCE/VACANT PROPER	04/12/2016			.00	250.00	250.00
16B03635	UNLAWFUL ACCUMULATION OF	04/12/2016			.00	250.00	250.00
16B03563	MAINTENANCE/VACANT PROPER	04/06/2016			.00	250.00	250.00
16B03562	UNLAWFUL ACCUMULATION OF	04/06/2016			.00	250.00	250.00
16B03316	UNLAWFUL ACCUMULATION OF	04/04/2016	GUILTY BY DEFAULT	05/25/2016	.00	250.00	250.00
16B03315	MAINTENANCE/VACANT PROPER	04/04/2016	GUILTY BY DEFAULT	05/25/2016	.00	250.00	250.00
16B03314	MAINTENANCE/VACANT PROPER	04/04/2016			.00	250.00	250.00
16B03313	UNLAWFUL ACCUMULATION OF	04/04/2016			.00	250.00	250.00
16B03081	UNLAWFUL ACCUMULATION OF	03/28/2016	GUILTY BY DEFAULT	05/25/2016	.00	250.00	250.00
16B03080	MAINTENANCE/VACANT PROPER	03/28/2016	GUILTY BY DEFAULT	05/25/2016	.00	250.00	250.00
16B03083	UNLAWFUL ACCUMULATION OF	03/23/2016	GUILTY BY DEFAULT	05/11/2016	.00	250.00	250.00
16B03082	MAINTENANCE/VACANT PROPER	03/23/2016	GUILTY BY DEFAULT	05/11/2016	.00	250.00	250.00
16B02796	MAINTENANCE/VACANT PROPER	03/14/2016	GUILTY BY DEFAULT	05/11/2016	.00	250.00	250.00
16B02795	UNLAWFUL ACCUMULATION OF	03/14/2016	GUILTY BY DEFAULT	05/11/2016	.00	250.00	250.00
16B02479	MAINTENANCE/VACANT PROPER	03/10/2016	GUILTY BY DEFAULT	05/02/2016	.00	250.00	250.00
16B02478							

EXHIBIT A

Name: HSBC BANK USA,

SSN:

Sex: Race:
DL#:

Date of birth: 01/01/0001
Warrants: N

Case Number	Violation Description	Vio. Date	Disposition	Disp. Date	Bond	Assessed	Balance
16B02477	UNLAWFUL ACCUMULATION OF	03/10/2016	GUILTY BY DEFAULT	05/02/2016	.00	250.00	250.00
16B02476	UNLAWFUL ACCUMULATION OF	03/09/2016	GUILTY BY DEFAULT	05/02/2016	.00	250.00	250.00
16B02475	MAINTENANCE/VACANT PROPER	03/09/2016	GUILTY BY DEFAULT	05/02/2016	.00	250.00	250.00
16B02474	UNLAWFUL ACCUMULATION OF	03/07/2016	GUILTY BY DEFAULT	05/02/2016	.00	250.00	250.00
16B02473	MAINTENANCE/VACANT PROPER	03/07/2016	GUILTY BY DEFAULT	05/02/2016	.00	250.00	250.00
16B02472	MAINTENANCE/VACANT PROPER	03/04/2016	GUILTY BY DEFAULT	05/02/2016	.00	250.00	250.00
16B02471	UNLAWFUL ACCUMULATION OF	03/04/2016	GUILTY BY DEFAULT	05/02/2016	.00	250.00	250.00
16B02470	MAINTENANCE/VACANT PROPER	03/03/2016	GUILTY BY DEFAULT	05/02/2016	.00	250.00	250.00
16B02469	UNLAWFUL ACCUMULATION OF	03/03/2016	GUILTY BY DEFAULT	05/02/2016	.00	250.00	250.00
16B02468	MAINTENANCE/VACANT PROPER	03/01/2016	GUILTY BY DEFAULT	04/27/2016	.00	250.00	250.00
16B00719	UNLAWFUL ACCUMULATION OF	03/01/2016	GUILTY BY DEFAULT	04/27/2016	.00	250.00	250.00
16B01241	RESIDENTIAL CODE VIOLATIO	01/11/2016			.00	250.00	250.00
16B00606	OWNERS TO PROVIDE GARBAGE	01/06/2016			.00	250.00	250.00
16B00607	RESIDENTIAL CODE VIOLATIO	01/04/2016			.00	250.00	250.00
15A10188	RESIDENTIAL CODE VIOLATIO	12/28/2015			.00	250.00	250.00
15A10187	OWNERS TO PROVIDE GARBAGE	12/23/2015	GUILTY BY DEFAULT	02/17/2016	.00	250.00	250.00
15A10189	UNLAWFUL ACCUMULATION OF	12/23/2015	GUILTY BY DEFAULT	02/17/2016	.00	250.00	250.00
15A10190	RESIDENTIAL CODE VIOLATIO	12/21/2015	GUILTY BY DEFAULT	02/17/2016	.00	250.00	250.00
15A09765	RESIDENTIAL CODE VIOLATIO	12/14/2015	GUILTY BY DEFAULT	02/09/2016	.00	250.00	250.00
15A09764	RESIDENTIAL CODE VIOLATIO	12/07/2015	GUILTY BY DEFAULT	01/27/2016	.00	250.00	250.00
15A09499	RESIDENTIAL CODE VIOLATIO	12/01/2015	GUILTY BY DEFAULT	01/27/2016	.00	250.00	250.00
15A09498	OWNERS TO PROVIDE GARBAGE	11/30/2015	GUILTY BY DEFAULT	01/20/2016	.00	250.00	250.00
15A09497	RESIDENTIAL CODE VIOLATIO	11/23/2015	GUILTY BY DEFAULT	01/20/2016	.00	250.00	250.00
15A09496	OWNERS TO PROVIDE GARBAGE	11/23/2015	GUILTY BY DEFAULT	01/13/2016	.00	250.00	250.00
15A09331	HAZARDOUS/UNSANITARY PREM	11/23/2015	GUILTY BY DEFAULT	01/13/2016	.00	250.00	250.00
	RESIDENTIAL CODE VIOLATIO	11/13/2015	GUILTY BY DEFAULT	01/13/2016	.00	250.00	250.00

EXHIBIT A

Name: HSBC BANK USA, SSN: Sex: Race: Date of birth: 01/01/0001
DL#: Warrants: N

Case Number	Violation Description	Vio. Date	Disposition	Disp. Date	Bond	Assessed	Balance
15A08906	OWNERS TO PROVIDE GARBAGE	11/12/2015	GUILTY BY DEFAULT	01/05/2016	.00	250.00	250.00
15A08905	OWNERS TO PROVIDE GARBAGE	11/02/2015	GUILTY BY DEFAULT	12/22/2015	.00	312.50	312.50
15A08904	UNLAWFUL ACCUMULATION OF	11/02/2015	GUILTY BY DEFAULT	12/22/2015	.00	312.50	312.50
15A08903	RESIDENTIAL CODE VIOLATIO	10/30/2015	GUILTY BY DEFAULT	12/22/2015	.00	312.50	312.50
15A08442	OWNERS TO PROVIDE GARBAGE	10/28/2015	GUILTY BY DEFAULT	12/10/2015	.00	312.50	312.50
15A08449	UNLAWFUL ACCUMULATION OF	10/22/2015	GUILTY BY DEFAULT	12/10/2015	.00	312.50	312.50
15A08448	OWNERS TO PROVIDE GARBAGE	10/22/2015	GUILTY BY DEFAULT	12/10/2015	.00	312.50	312.50
15A08240	UNLAWFUL ACCUMULATION OF	10/15/2015	GUILTY BY DEFAULT	12/10/2015	.00	312.50	312.50
15A08243	RESIDENTIAL CODE VIOLATIO	10/06/2015	GUILTY BY DEFAULT	12/10/2015	.00	312.50	312.50
12G07597	UNLAWFUL ACCUMULATION OF	07/03/2012	GUILTY BY DEFAULT	08/29/2012	.00	187.50	187.50
12G07596	BUSINESS LICENSE VIOLATIO	07/03/2012	GUILTY BY DEFAULT	08/29/2012	.00	187.50	187.50
12G07595	OWNERS TO PROVIDE GARBAGE	07/03/2012	GUILTY BY DEFAULT	08/29/2012	.00	187.50	187.50
12G07594	WEEDS & GRASS NUISANCE	07/03/2012	GUILTY BY DEFAULT	08/29/2012	.00	187.50	187.50
12G04704	OWNERS TO PROVIDE GARBAGE	04/30/2012	GUILTY BY DEFAULT	06/21/2012	.00	187.50	187.50
12G04703	BUSINESS LICENSE VIOLATIO	04/30/2012	GUILTY	05/16/2012	.00	150.00	.00
12G04702	UNLAWFUL ACCUMULATION OF	04/30/2012	GUILTY BY DEFAULT	06/21/2012	.00	187.50	187.50
12G03558	UNLAWFUL ACCUMULATION OF	03/20/2012	GUILTY BY DEFAULT	05/23/2012	.00	187.50	187.50
12G03557	OWNERS TO PROVIDE GARBAGE	03/20/2012	GUILTY BY DEFAULT	05/23/2012	.00	187.50	187.50
12G03556	BUSINESS LICENSE VIOLATIO	03/20/2012	GUILTY BY DEFAULT	05/23/2012	.00	187.50	187.50
12G01712	BUSINESS LICENSE VIOLATIO	01/31/2012	GUILTY BY DEFAULT	03/21/2012	.00	187.50	187.50
12G01711	OWNERS TO PROVIDE GARBAGE	01/31/2012	GUILTY BY DEFAULT	03/21/2012	.00	187.50	187.50
12G01710	UNLAWFUL ACCUMULATION OF	01/31/2012	GUILTY BY DEFAULT	03/21/2012	.00	187.50	187.50
12G00637	BUSINESS LICENSE VIOLATIO	01/03/2012	GUILTY BY DEFAULT	02/22/2012	.00	187.50	187.50
12G00636	UNLAWFUL ACCUMULATION OF	01/03/2012	GUILTY BY DEFAULT	02/22/2012	.00	187.50	187.50
12G00635	OWNERS TO PROVIDE GARBAGE	01/03/2012	GUILTY BY DEFAULT	02/22/2012	.00	187.50	187.50
11F11269							

EXHIBIT A

CS150R
06/02/2016 DENISEB

MEDFORD MUNICIPAL COURT
DEFENDANT HISTORY

Name: HSBC BANK USA,

SSN:

Sex:
DL#:

Race:

Date of birth: 01/01/0001
Warrants: N

Case Number	Violation Description	Vio. Date	Disposition	Disp. Date	Bond	Assessed	Balance
11F11270	UNLAWFUL ACCUMULATION OF	11/09/2011	GUILTY BY DEFAULT	12/27/2011	.00	243.75	243.75
11F11268	UNLAWFUL ACCUMULATION OF	11/08/2011	GUILTY BY DEFAULT	12/27/2011	.00	243.75	243.75
11F08881	UNLAWFUL ACCUMULATION OF	11/07/2011	GUILTY BY DEFAULT	12/27/2011	.00	243.75	243.75
11F08880	BUSINESS LICENSE VIOLATIO	08/31/2011	GUILTY BY DEFAULT	10/19/2011	.00	243.75	243.75
11F08879	OWNERS TO PROVIDE GARBAGE	08/31/2011	GUILTY BY DEFAULT	10/19/2011	.00	243.75	243.75
11F08878	UNLAWFUL ACCUMULATION OF	08/31/2011	GUILTY BY DEFAULT	10/19/2011	.00	243.75	243.75
	TRAILER/OCCUPIED OUTSIDE	08/31/2011	GUILTY BY DEFAULT	10/19/2011	.00	243.75	243.75
Totals:					.00	20,168.75	20,018.75

Pending payments: .00
Pending bonds: .00

EXHIBIT A

Kevin R. McConnell

From: Renee M. Parker <rmparker@wrightlegal.net>
Sent: Wednesday, June 08, 2016 9:20 AM
To: Kevin R. McConnell
Subject: RE: 1866 Springbrook Rd, Medford OR 97504 // WFZ File No. 214-20162134

Hi Kevin,

Do you need HSBC to sign the document? I was going to sign it just now, but saw the extra HSBC signature line (sorry I missed that yesterday). I obtained authority to execute as the attorney on everyone's behalf, but if we leave the signature line for HSBC in the document it will have to go through several channels before I can get it executed by them. Let me know if their signature is needed and I'll get the process going ASAP. Otherwise I can use a text box to blank-out the line on mine and then scan a signed copy to you (let me know if you need the original for filing).

I feel like I am being a pain; sorry if that is the case.

Thanks!

Regards,
Renee M. Parker
Associate Attorney
Licensed to practice in WA, OR and CA



Wright, Finlay & Zak, LLP
4665 MacArthur Court, Suite 200
Newport Beach, CA 92660
Main (949) 477-5050 Ext. 1022
Direct (949) 610-7023
Fax (949) 608-9142
rmparker@wrightlegal.net

***Wright, Finlay & Zak, LLP: Your Western
Regional Counsel in California, Nevada,
Arizona, Oregon, Washington, Utah, New
Mexico and Hawaii***

For escalated communications on matters, please contact the associate's supervising attorney, Robin Wright at rwright@wrightlegal.net and (949) 477-5059.

PLEASE BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Confidentiality Note: The information contained in this email is privileged and confidential and is intended only for the use of the individual or entity named. If the reader of this email is not the intended recipient, you are hereby notified that any distribution or copy of this email is strictly prohibited. If you have received this email in error, please notify the sender by telephone immediately at (949) 477-5050 and arrangements will be made for the return of this material. Thank you.

From: Kevin R. McConnell [<mailto:Kevin.McConnell@cityofmedford.org>]
Sent: Tuesday, June 07, 2016 1:17 PM
To: Renee M. Parker
Subject: RE: 1866 Springbrook Rd, Medford OR 97504 // WFZ File No. 214-20162134

Housing Receivership

9.xxx Title, Purpose and Scope.

This ordinance shall be known and may be cited as the “Housing Receivership Ordinance of the City of Medford.” The purpose of this section is to establish authority and procedures for the use of the Oregon Housing Receivership Act (ORS 105.420 to 105.455), and shall apply to all residential property. The remedies provided for in this ordinance shall be in addition to any other remedy set out in the Code.

9.xxx Authority.

- (1) When the Manager finds that a residential property is in violation of a section or provision of this Chapter, and in the exercise of reasonable discretion believes that violation is a threat to the public’s health, safety or welfare, the Manager may apply to a court of competent jurisdiction for the appointment of a receiver to perform an abatement. Abatement may include demolition, but does not include securing a structure against entry.
- (2) In administering the provisions of this ordinance, the Manager’s authority shall include, but is not limited to:
 - (a) The selection of properties, subject to Council approval;
 - (b) The selection of appropriate receivers, subject to Council approval; and
 - (c) The establishment of written rules and procedures as are deemed necessary for the administration of this ordinance.

9.xxx Selection of Properties.

In selecting properties where the City may seek appointment of a receiver, the Manager shall consider those properties that have, at a minimum, the following characteristics:

- (1) A violation of a section or provision of this Chapter that threatens the public health, safety or welfare; and
- (2) The owner has not acted in a timely manner to correct the violations.

9.xxx Notice To Interested Parties and Application.

- (1) At least 60 days prior to the filing of an application for appointment of a receiver, the Manager shall cause a notice to be sent by certified mail to all interested parties.
- (2) The notice shall give the date upon which the City has the right to file with the court for the receiver, and in addition shall:
 - (a) State the address and legal description of the property;
 - (b) List the code violations which give rise to the proposed application; and
 - (c) Give the name, address and telephone number of a person who can provide additional information concerning the violations and their remedy.

- (3) If no interested party has taken an action described in ORS 105.430(3) within 60 days of the date of the notice, the Manager may thereafter apply for the appointment of a receiver.

9.xxx Selection of Receivers.

In selecting specific receivers, the Manager shall choose the Jackson County Housing Authority, a City agency or department designated by the City as being responsible for the rehabilitation of property, an urban renewal agency, or a private not-for-profit corporation- the primary purpose of which is the improvement of housing conditions within the City. In making the selection, the Manager shall consider, at a minimum, the following:

- (1) The receiver’s experience in rehabilitating and managing this type of property; and
- (2) The receiver’s capacity to take on additional property management responsibilities.

9.xxx Powers of a Receiver.

A receiver appointed by the court pursuant to this ordinance and the Oregon Housing Receivership Act shall have the authority to take any of the actions provided for in ORS 105.435.

9.xxx Plan and Estimate.

Within 30 days after appointment by the court, a receiver shall submit to the Manager a written plan for the abatement. The Manager shall approve the plan before the receiver commences work on the abatement.

9.xxx Record Keeping.

The receiver shall keep a record of all moneys received and expended and all costs and obligations incurred in performing the abatement and managing the property. Records shall be kept in a form as shall be agreed upon by the receiver and the Manager, and copies shall be provided to the Manager upon request.

9.xxx Purchasing.

All abatement work done under this Chapter is exempt from the provisions of the City's contracting and purchasing code.

9.xxx Liens.

All moneys expended and all costs and obligations incurred by the receiver in performing the abatement shall be reviewed by the court in accordance with ORS 105.440.

9.xxx Foreclosure.

In the event that the lien created pursuant to the terms of this ordinance and the Oregon Housing Receivership Act is not paid in a timely fashion, the receiver, their assignee or other successor in interest may bring a suit or action in foreclosure as provided for by law.

9.xxx Termination of Receivership.

The receivership authorized pursuant to the terms of this ordinance and the Oregon Housing Receivership Act shall terminate only by an order of the court after a showing by an interested party or the receiver that:

- (1) The abatement has been completed;
- (2) The costs and obligations incurred due to the abatement have been paid by an interested party or a lien has been filed pursuant to this section 9.XXX (lien section); and
- (3) The interested party will manage the property in conformance with the applicable provisions of Chapter 9 of the Code.

HOUSING RECEIVERSHIP

105.420 Findings; policy. (1) The Legislative Assembly recognizes that there exists residential property in this state that is insanitary and unsafe and that many citizens, especially those with lower incomes, are forced to live in and occupy these properties.

(2) The Legislative Assembly further recognizes that there are residential properties in this state that have not been maintained in compliance with basic sanitary and habitability standards and which have become abandoned. These conditions contribute to the spread of disease and criminal activity, create urban blight and community deterioration, adversely affect the state's economic and social viability and otherwise detrimentally impact the public's health, safety and welfare.

(3) In order to correct these conditions, it is necessary to revitalize these residential properties and thus add to the overall housing stock of this state. The Legislative Assembly deems it necessary to authorize county and municipal governments to adopt and implement receivership programs to allow for the upgrading of substandard and abandoned residential properties. [1989 c.649 §2]

105.425 Definitions for ORS 105.420 to 105.445 and 105.455. As used in ORS 105.420 to 105.445 and 105.455:

(1) "Abatement" means the removal or correction of any condition at a property including demolition that violates the provisions of any duly enacted building or housing code, as well as the making of such other improvements or corrections as are needed to effect the rehabilitation of the property or structure, but not including the closing or physical securing of the structure.

(2) "Building code" or "housing code" means any law, ordinance or governmental regulation concerning habitability or the construction, maintenance, operation, occupancy, use or appearance of any property.

(3) "Governing body" means the city council, board of commissioners, county court or other managing board of a municipality or county.

(4) "Interested party" means any person or entity that possesses any legal or equitable interest of record in the property, including but not limited to the holder of any lien or encumbrance of record on the property.

(5) "Property" means real property and all improvements thereon including edifices, structures, buildings, unit or part thereof used or intended to be used for residential purposes including single-family, duplex, multifamily structures and mixed-use structures which have one or more residential units. [1989 c.649 §3]

105.430 Receivership for buildings that constitute threat to public health, safety or welfare; procedure. (1) If residential property is found to be in violation of building or housing codes which the city or county, in the exercise of reasonable discretion believes constitutes a threat to the public health,

safety or welfare, the city or county in addition to any other remedies available to it may apply to a court of competent jurisdiction for the appointment of a receiver to perform an abatement.

(2) At least 60 days prior to the filing of an application for appointment of a receiver pursuant to ORS 105.420 to 105.455, the city or county shall give written notice by regular mail to all interested parties of its intent to file the application and information relative to:

(a) The identity of the property;

(b) The violations of the building or housing codes giving rise to the application for the receiver;

(c) The name, address and telephone number of the person or department where additional information can be obtained concerning violations and their remedy; and

(d) The city or county which may seek the appointment of a receiver pursuant to ORS 105.420 to 105.455 unless action is taken within 60 days by an interested party.

(3) A city or county may not apply for the appointment of a receiver pursuant to ORS 105.420 to 105.455 if an interested party has commenced and is then prosecuting in a timely fashion an action or other judicial or nonjudicial proceeding to foreclose a security interest on the property, or to obtain specific performance of or forfeit the purchaser's interest in under a land sale contract.

(4) Notice of the application for the appointment of a receiver pursuant to ORS 105.420 to 105.455 shall be served on all interested parties.

(5) If, following the application for appointment of a receiver, one or more of the interested parties elects to correct the conditions at the property giving rise to the city's or county's application for the appointment of a receiver, the party or parties shall be required to post security in an amount and character as the court deems appropriate to insure timely performance of all work necessary to make corrections, as well as such other conditions as the court deems appropriate to effect the timely completion of the corrections by the interested party or parties.

(6) In the event that no interested party elects to act pursuant to subsection (5) of this section or fails to timely perform work undertaken pursuant to subsection (5) of this section, the court shall make a determination that the property is an unsafe or insanitary condition and appoint a receiver to complete the abatement.

(7) A receiver may be any one of the following:

(a) A housing authority organized under the terms of ORS 456.055 to 456.235;

(b) An urban renewal agency organized under the terms of ORS 457.035 to 457.320;

(c) A private not-for-profit corporation, the primary purpose of which is the improvement of housing conditions within the city or county; or

(d) A city or county agency, bureau or similar subdivision designated by the city or county as being responsible for the rehabilitation of property.

(8) A receiver appointed by the court pursuant to ORS 105.420 to 105.455 shall not be required to give security or bond of any sort prior to appointment. [1989 c.649 §4; 1995 c.79 §34]

105.435 Authority of receiver; financing agreements; fee; abatement work exempt from public contracting law. (1) A receiver appointed by the court, pursuant to ORS 105.420 to 105.455, shall have the authority to do any or all of the following unless specifically limited by the court:

(a) Take possession and control of the property including the right to enter, modify and terminate tenancies pursuant to ORS 105.105 to 105.161 and to charge and collect rents derived therefrom, applying said sum to the costs incurred due to the abatement and receivership;

(b) Negotiate contracts and pay all expenses associated with the operation and conservation of the property including, but not limited to, all utility, fuel, custodial, repair or insurance costs;

(c) Pay all accrued property taxes, penalties, assessments and other charges imposed on the property by a unit of government as well as any accruing charge of like nature accruing during the pendency of the receivership;

(d) Dispose of any or all abandoned personal property found at the structure; and

(e) Enter into contracts and pay for the performance of any work necessary to complete the abatement.

(2) In addition to the powers set forth in subsection (1) of this section, the receiver may, under such terms and condition as a court shall allow, enter into financing agreements with public or private lenders and encumber the property therewith so as to have moneys available to correct the conditions at the property giving rise to the abatement.

(3) A receiver may charge an administrative fee at an hourly rate approved by the court or at a rate of 15 percent of the total cost of the abatement, whichever the court deems more appropriate.

(4) All abatement work done under ORS 105.420 to 105.455 is exempt from the public contracting statutes set forth in ORS 279C.005, 279C.100 to 279C.125 and 279C.300 to 279C.470 and ORS chapters 279A and 279B, except ORS 279A.125, 279A.250 to 279A.290 and 279B.235. [1989 c.649 §§5,6; 2003 c.794 §196]

105.440 Review of abatement expenditures by court; lien for unpaid expenses. (1) All moneys expended and all costs and obligations incurred by the receiver in performing the abatement shall be reviewed by the court for reasonableness and their necessity in performing the abatement. To the extent that the court finds the moneys, costs or obligations, or any combination thereof, to be reasonable and necessary, it shall issue an order reciting this fact as well as the amount found to be reasonable and necessary.

(2) If the costs and obligations incurred due to the abatement have not been paid, the order of the court shall be filed with the county recorder within 60 days of its filing with the court and shall thereafter constitute a lien on the property. [1989 c.649 §7]

105.445 Effect on purchase money security interest of lien for unpaid abatement expenses. (1) As used in this section, "purchase money security interest" means:

(a) The interest of a vendor under a land sale contract pertaining to the property if the contract was recorded prior to the issuance of the notice under ORS 105.430 (2);

(b) The interest of a mortgagee under a purchase money mortgage if the mortgage was recorded prior to the issuance of the notice under ORS 105.430 (2); or

(c) The interest of a beneficiary under a purchase money trust deed if the trust deed was recorded prior to the issuance of the notice under ORS 105.430 (2).

(2) Notwithstanding any other provision of law or any purchase money security interest, the issuance of the notice under ORS 105.430 (2) shall constitute a default under the purchase money security interest, and if the violations of the building or housing codes listed in the notice are not corrected within 30 days after the mailing of the notice, the vendor, mortgagee or beneficiary under the purchase money security interest may commence proceedings to exercise the remedies set forth in the purchase money security interest.

(3) A lien created by ORS 105.440 (2) shall be prior and superior to any purchase money security interest in the property if:

(a) The city or county gave the holder of the purchase money security interest and any vendee, mortgagor or grantor under such purchase money security interest the notice required under ORS 105.430 (2); and

(b) The holder of the purchase money security interest has not, prior to the appointment of a receiver under ORS 105.430 (6), initiated proceedings or taken other action to foreclose the purchase money security interest or to otherwise gain possession of the property.

(4) A lien created under ORS 105.440 (2) shall, except for property tax liens, assessment liens, liens created by ORS 87.352 to 87.362 and purchase money security interests not covered by subsection (3) of this section, be prior and superior to all other liens, mortgages and encumbrances against the property upon which it is imposed without regard to whether the other liens, mortgages or encumbrances attached to the property before or after the lien created by ORS 105.440 (2) attached. [1989 c.649 §8]

105.450 Termination of receivership. The receivership authorized pursuant to the terms of ORS 105.420 to 105.455 shall terminate only by an order of the court after a showing by an interested party or the receiver that:

(1) The abatement has been completed;

(2) The costs and obligations incurred due to the abatement have been paid by an interested party or a lien has been filed pursuant to ORS 105.440; and

(3) The interested party will manage the property in conformance with applicable housing codes. [1989 c.649 §9]

105.455 Short title. ORS 105.420 to 105.430 and 105.455 may be cited as the Oregon Housing Receivership Act. [1989 c.649 §1]