



SPRING QUARTERLY MEETING

April 27, 2022

Statewide Association of Community and Economic Development Organizations

AGENDA

- Welcome
- Responsibilities of Municipalities under the Federal Fair Housing Act
- Break
- Women's Business Enterprise Loans
- Break
- Successful Implementation – Legacy Place Senior Housing

AGENDA

- Lunch
- OCCD Business Meeting
- Legislative Update
- Break
- Fair Housing Best Practices
- Break
- Infrastructure Projects with OPWC
- Close of Meeting

RESPONSIBILITIES OF MUNICIPALITIES UNDER THE FEDERAL FAIR HOUSING ACT

- John Zimmerman, Vice President, Miami Valley Fair Housing Center

The Responsibilities of Municipalities under the Federal Fair Housing

OCCD Spring Meeting on April 27, 2022

Presenter: John Zimmerman – john.Zimmerman@mvfairhousing.com

Miami Valley Fair Housing Center 937-223-6035

Email info@mvfairhousing.com

Visit www.mvfairhousing.com

Fair Housing and Protected Classes

- Federal: race, color, national origin, familial status, sex, disability and religion
- Ohio: Military Status and Ancestry
- Common Local protected classes: sexual orientation, gender expression, source of income, age and marital status

Fair Housing Prohibitions

- Refuse to sell or rent
- Discriminate in the terms, conditions
- Discriminate in advertising
- Misrepresent the availability of housing
- Engage in blockbusting or steering
- Refuse people w/disabilities physical & regulatory modifications
- Discriminate in making loans, insurance policies, appraisals, & other real estate transactions
- To coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of a fair housing right

Municipalities and Fair Housing

- Municipalities carry out four broad categories of activities that affect their fair housing responsibilities:
- Regulatory Activities,
- Provision of Services,
- Provision of Subsidies, and
- Proprietary Activities

Regulatory Activities

- When a municipality enacts and administers regulations that affect existing or potential residential properties usually through zoning or building/housing codes.

Regulatory violation that can trigger problems with fair housing laws

- If the county/ state gives HOME dollars to assist with an effort to house homeless/disabled people needing supportive home sites to a developer, but
- a zoning rule cuts the provider/developer and its clients out of their housing choice,
 - such as requiring the approval of the neighboring residents, or
 - restricting the number of unrelated people that can reside in one unit in violation of fair housing laws
- **A complaint can be triggered.**

Provision of Subsidies

- Financial incentives offered to residential property owners such as grants, loans, or loan guaranties for rehab or building projects;
- Special services such as infrastructure projects or housing rehabilitation services using funds like CDBG.

Proprietary Activities

- When a municipality buys or sells real property, particularly if the property was used or will be used as a residence.
- Eminent domain acquisitions can have fair housing consequences

Proprietary & Subsidy Activity: Violations that trigger problems with fair housing laws

- If federal funds “pass-through” the municipality, like HOME funds or Community Development Block Grant Funds (CDBG) AND
 - these are used in connection with housing development,
 - the selection of sites for affordable housing in a county have to be spread out over all of the jurisdictions and cannot be limited to certain zip codes with a higher poverty or higher minority demographics.

Provision of Services

- When a municipality provides routine services in residential areas or to residents.
 - Water, sewer, trash pickup etc.

Services Activity: Violations that trigger problems with fair housing laws

- No system for processing requests for reasonable accommodations might trigger a complaint.
- Denial of water service – Coal Run and Zanesville case

Cautionary Note

- Cities that receive federal funding either directly or indirectly should have a policy of reasonable accommodation/reasonable modification for their residents to access in a variety of communication forms.
- Recipients of federal funds are subject to many other civil rights laws that require their programming be “programmatically accessible” both under Section 504 of the Rehabilitation Act, Title III of the ADA and more.
 - Reasonable Accommodation Ordinance, City of Santa Rosa, Ordinance 3582 for residents is a good model.
- See Next slide for opening statement of applicability -

Santa Rosa - 20-02.310 Applicability.

- A request for reasonable accommodation may be made by any person with a disability, their representative or any entity, when the application of a zoning law or other land use regulation, policy or practice acts as a barrier to fair housing opportunities.
 - A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities,
 - anyone who is regarded as having such impairment or
 - anyone who has a record of such impairment.
- This Chapter is intended to apply to those persons who are defined as disabled under the Acts.

Recent Case - Disability

- *United States v. City of Jacksonville* (M.D. Fla.) 2017 Consent Decree by Federal <https://www.justice.gov/crt/case/united-states-v-city-jacksonville-md-fla>
- the City has amended its zoning code to better comply with federal anti-discrimination laws,
- including removing restrictions that apply to housing for persons with disabilities and
- implementing a reasonable accommodation policy.

More results of consent decree

- The City has agreed to rescind the written interpretation that prevented [a housing provider named] Ability Housing from providing the housing at issue,
- designate a fair housing compliance officer,
- provide Fair Housing Act and Americans with Disabilities Act training for City employees, and
- pay a \$25,000 civil penalty to the government.

In a separate settlement

- the City agreed to pay \$400,000 to Ability Housing and \$25,000 to Disability Rights Florida, an advocate for people with disabilities, and
- to establish a \$1.5 million grant to develop permanent supportive housing in the City for people with disabilities.

The Complaint

- The complaint alleged that the City of Jacksonville refused to allow the development of housing for individuals with disabilities in its Springfield neighborhood.
- In 2014, Ability Housing, Inc., a non-profit affordable housing provider, was awarded a \$1.35 million grant to revitalize a 12-unit apartment building and create “permanent supportive housing” for “chronically homeless” individuals in the City who, by definition, have at least one disability.
- The complaint alleged that the City had previously certified that this use was consistent with the City’s zoning code, but the City reversed itself in response to intense community pressure based on stereotypes about prospective residents with disabilities.

The Complaint

- The complaint alleged that as a result, Ability Housing lost the grant and the property.
- The complaint also alleged that the City retaliated against Ability Housing when, in response to Ability Housing's private FHA/ADA suit against the City, the City told a local nonprofit that it was prohibited from funding Ability Housing with money the nonprofit received from the City.

Affirmatively Furthering Fair Housing or AFFH – All Parties to Federal Affordable Housing \$’s

- must make an affirmative plan with concrete actions to remove the barriers in a community that prevent people, based on a protected class status, from have **limited choice** and **limited availability** in housing.
- These identified **barriers** are called “**impediments to fair housing choice.**”
- **Before we explain this, let’s look at a another recent Municipal Fair Housing case that will give AFFH, context**

Recent Rulings

- Familial Status: <https://www.justice.gov/crt/case/united-states-v-city-arlington-nd-tex>
- United States v. City of Arlington (N.D. Tex.).
- Court entered a consent Order **January 18, 2022**

Results of the Consent Decree, The City will

- pay \$395,000 in damages to a developer of LIHTC properties
- maintain a non-discrimination policy for future LIHTC developments,
- provide Fair Housing Act training to certain city officials, and
- submit to compliance and reporting requirements for three years.

The complaint alleged City of Arlington, Texas violated the Fair Housing Act (FHA) by

- discriminating on the basis of familial status when it blocked the development of an affordable housing project for families with children that had been proposed by a developer, Community Development, Inc. (CDI), and would have been financed using federal Low-Income Housing Tax Credits (LIHTC).
- The complaint alleged that the City refused to issue a Resolution of Support or a Resolution of No Objection to CDI because the City had a policy of supporting LIHTC developments only for new senior housing intended for persons 55 years of age or older.

Background

- In 2016, the City of Arlington adopted a policy to determine which projects would be considered for the federal program. As a part of the City's policy, the legislators wrote that Arlington "has a preference for new development of senior housing or redevelopment of senior and/or workforce housing."
- While the language on its face reads as a "preference" as contrasted with a mandate, HUD asserts **City officials made statements** illustrating that this "preference" was actually a requirement and that, in fact, the City would only approve a project if it addressed senior housing needs. In its complaint, HUD references comments from city representatives noting that the[re] was no desire for these residents to live near a three year old or an eight year old.
- see: <https://www.jdsupra.com/legalnews/hud-files-familial-status-26721/>

Keep up to date with new Fair Housing developments in policy and regulation

- **Fair Housing Act Design and Construction Requirements; Adoption of Additional Safe Harbors March 8, 2021**

<https://www.federalregister.gov/documents/2020/12/08/2020-26376/fair-housing-act-design-and-construction-requirements-adoption-of-additional-safe-harbors>

- **Appraisal Fair Housing Compliance and Updated General Appraiser Requirements November 27, 2021**

<https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-27hsgml.pdf>

- **Interim Rule: Restoring Affirmatively Furthering Fair Housing Definitions and Certifications June 10, 2021**

<https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>

- **Implementation of Executive Order 13988 on the Enforcement of the Fair Housing Act - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation February 11, 2021**

https://www.hud.gov/sites/dfiles/PA/documents/HUD_Memo_EO13988.pdf

Affirmatively Furthering Fair Housing (AFFH) practices includes:

- “effect on July 31, 2021, because HUD funding recipients **must certify compliance with their duty to AFFH on an annual basis**”
- “(HUD) publishes this interim final rule to **restore certain definitions and certifications...**that are grounded in legal precedent to its regulations implementing the Fair Housing Act's requirement to affirmatively further fair housing (AFFH) and
- **reinstate a process by which HUD will provide technical assistance and other support to funding recipients who are engaged in fair housing planning** to support their certifications.”

Affirmatively Furthering Fair Housing (AFFH) best practices includes:

- Prohibitions of discrimination of named protected classes
- A requirement to advance desegregation
- Ensure a fair housing lens is applied to the development of municipal policy so that policy and action are inclusive and discrimination does not occur by omission of a protected class from city services via written or unwritten policies, actions, statements and procedures
- Develop policies that do not have a disparate impact on protected classes (see next slide)

Disparate Impact is

- A practice has [an illegal] discriminatory effect where it actually or predictably results in a disparate impact on a group of persons or creates, increases, reinforces or perpetuates segregated housing patterns because of race, color, religion, sex, handicap, familial status or national origin.

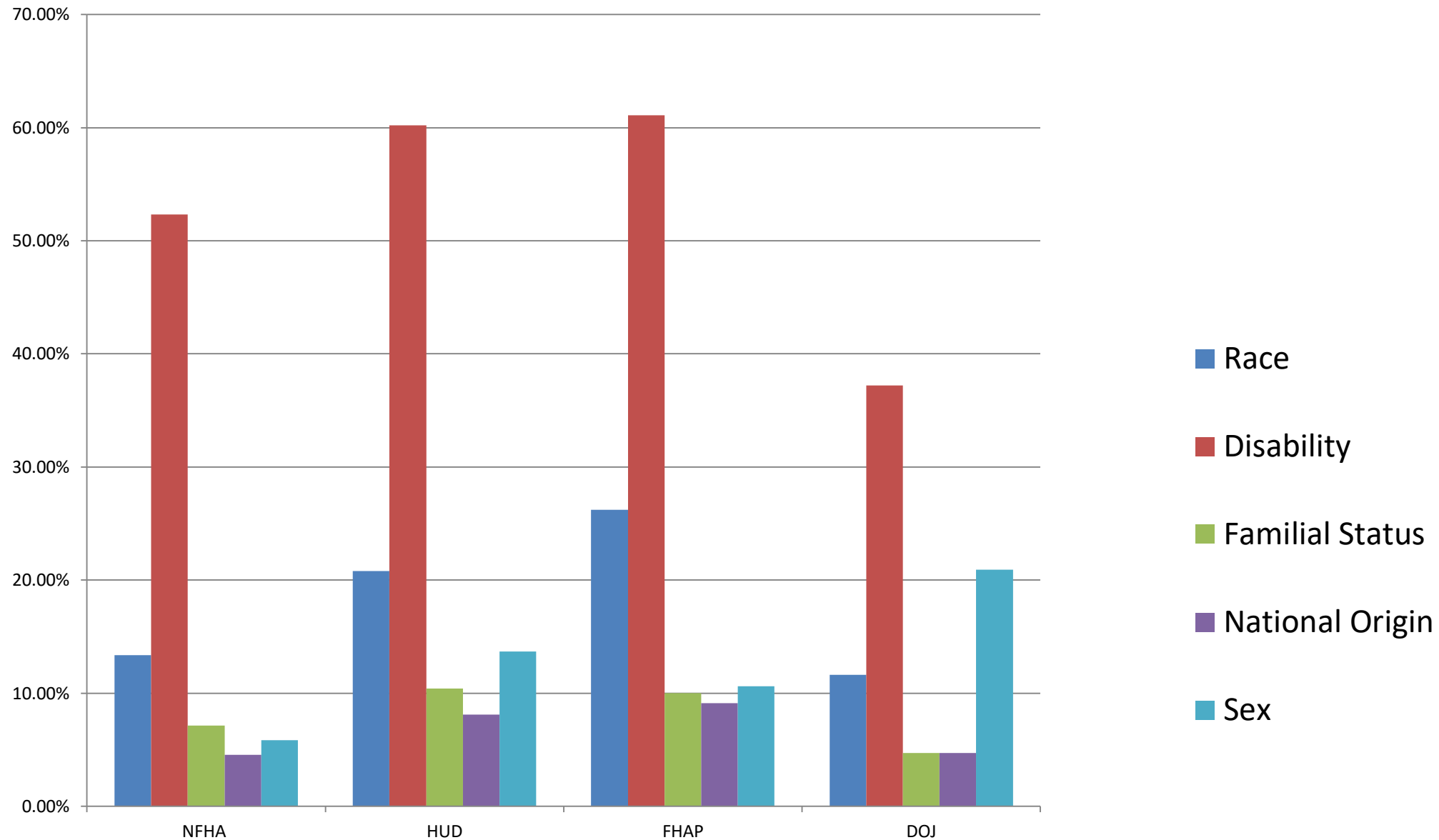
Best Practices

- Apply a Fair Housing Lens to all segments of Planning and Development
- Use Your Current Impediments to Fair Housing when applying that lens
- Participate in your upcoming Analysis of Impediments to Fair Housing

Definitions

- “Impediments” are any actions, omissions, or decisions taken which have the effect of restricting a person’s housing choice by protected class:
 - Race, color, national origin, religion, disability, sex, familial status, and local protected classes
- “Barriers” to housing choice are factors that limit a person’s ability to choose from a variety of housing types.
 - Factors may include housing supply and location, physical accessibility of housing, zoning for group homes, source of income, accessibility of financing, and limited English proficiency to name a few.

Current Trends Report Based on 2020 Collected Data



Notes on Report

- Complaints alleging discrimination because of
- Disability 54.56 %.
- Race-based 16.79 %, and
- Familial status 7.93 % of complaints

Example - 2015 Regional AI

The 2015 Regional AI is a comprehensive review of municipal housing, economic conditions and transportation conditions as well as public and private sector policies to determine whether they support or impede housing choice and opportunities for all persons in the region of **Montgomery County, the City of Dayton and The City of Kettering, Ohio.**

- <http://mvfairhousing.com/ai2015/>

Identified Impediments

- **Impediment One: Disability** — The region's supply of affordable housing that is accessible to persons with disabilities is inadequate.
- **Impediment Two: Disability** — Most newly constructed multi-family housing is not compliant with the Fair Housing Act's accessible design and construction requirements.
- **Impediment Three: Disability** — People with disabilities experience a fair housing barrier when they encounter a complicated process while requesting reasonable accommodations or modifications.

Identified Impediments

- **Impediment Four: Transit** — Public transit service is a barrier to fair housing because it is largely limited to higher-density and developed areas, limiting housing choice and employment opportunities.
- **Impediment Five: Race, Ethnicity and Color** — Racial segregation is a persistent impediment of fair housing in the region due to income disparity, dual housing markets, and continued steering in the real estate market based on color, race and ethnicity.
- **Impediment Six: National Origin** — Immigrants and refugees face barriers to housing choice and housing availability.

Identified Impediments

- **Impediment Seven: Housing Marketing** — Non-compliance with Fair Housing advertising guidelines still exists.
- **Impediment Eight: Local Regulatory Issues** — Regulatory policies and zoning guidelines exist that do not comply with the Fair Housing Amendments Act of 1988 and are a barrier to housing choice and housing availability.
- **Impediment Nine: Fair Housing Education and Enforcement** — Ignorance and/or incorrect understanding of fair housing laws and of new regulations is a barrier to fair housing.
- **Impediment Ten: Systemic Lending Issues** — REO disposition policies and procedures are a barrier to fair housing.

Identified Impediments

- **Impediment Eleven: Industries that Interconnect with Residential Homeownership** — Discriminatory practices in real estate, mortgage lending, residential appraisal, and homeowner insurance markets exist which limit housing choice and availability.
- **Impediment Twelve: Children in the Household** — Familial status, or the presence of children under 18 within the household, continues to limit housing availability and choice for families.
- **Impediment Thirteen: Public Sector** — The selection process for siting public and affordable housing in the region is a barrier to housing choice and housing availability for low-to-moderate income families with children and people with disabilities.



15-Minute Break
Next Session begins at
10:15 a.m.

April 27, 2022

Statewide Association of Community and Economic Development Organizations

WOMEN'S BUSINESS ENTERPRISE LOANS

- Shaundretta Boykins, Business Solutions Manager, Office of Minority Business Development

Shaundretta Boykins
Business Solutions Manager
Minority Business Development Division
Ohio Department of Development

Shaundretta.Boykins@development.ohio.gov
(614) 448-6456

Access to Financial Assistance



Department of
Development

Access to Financial Assistance

A frequent obstacle to minority and small business expansion and growth is the lack of capital. The Minority Business Development Division administers loan and bond programs that promote the growth and establishment of minority and small enterprises in Ohio.

- **Minority Business Bonding Program** – provides surety bonds up to \$1 million to approved state-certified minority businesses.
- **Minority Direct Loan Program** – provides funding up to \$1.5 million for eligible projects such as land, building, machinery, or equipment purchases at rates as low as 3% interest for the state's portion of the loan.

The Ohio Department of Development through the Minority Business Development Division, launched two new loan programs at the end of September 2021 to help minority- and women-owned businesses obtain needed capital. The businesses often have difficulty getting loans from traditional banks.

Ohio Micro-Enterprise Loan Program – Helps stimulate the growth of new and existing MBE and WBE businesses with micro-loans at 0% interest. The minimum loan is \$10,000 up to a maximum of \$45,000.

Women's Business Enterprise Loan Program – Provides loans to women-owned businesses at or below market rate, currently up to 3%. The minimum loan is \$45,000 up to a maximum of \$500,000.

Minority Business Bonding Program

The Minority Business Bonding Program provides bid/guaranty and performance bonds to certified minority businesses (MBEs) to help increase contracting opportunities with private, local, state, and federal entities.

- Bonds are administered under a bonding line.
- The maximum bonding line is \$1 million.
- Bonding lines expire after 12 months and can be renewed.
- There is 2% premium for each bond requested under the approved line.
- There is no application fee.
- There is no job retention/creation ratio.
- A working capital line of credit is required for at least 20% of the requested amount.
- Bonding lines are recommended for approval on the fourth Tuesday of every month by the Minority Development Financing Advisory Board. State Controlling Board approval is required.
- The typical turnaround time is 45-60 days from application to final approval.



Minority Business Bonding Program

Ideal Candidate

- Construction, manufacturing, provider of goods and services to organizations requesting bonding.
- One year of experience completing contracts.
- Access to working capital.
- Planning to bid on contracts within the next 60-90 days.
- Taxes and financials are current.

Minority Business Direct Loan Program

The Minority Business Direct Loan assists certified minority businesses (MBEs) with the financing for land, buildings, renovations, machinery, and equipment.

- The Direct Loan can finance up to 75% of eligible project costs.
- A minimum equity injection of 10% is required by the borrower. A private lender might be required.
- The minimum loan amount is \$45,000. The maximum loan amount is \$1.5 million. The typical rate is fixed at 3%.
- The term of the Direct Loan cannot exceed 10 years for equipment and 15 years for real estate.
- Shared first or second mortgage positions.
- The Direct Loan has job creation/retention ratio of \$35,000 per job created or retained.
- There is a \$300 application fee and a 1.5% commitment fee upon state Controlling Board approval.
- Direct Loans are recommended for approval on the fourth Tuesday of every month by the Minority Development Financing Advisory Board. State Controlling Board approval is required prior to project commencement.



Minority Business Direct Loan Program

Benefits

- 3% fixed rate – lower than typical bank financing.
- Up to 15-year fixed rate for owner-occupied property – typical bank financing rates are fixed for five years and tied to prime or LIBOR.
- Up to 10-year fixed rate for equipment – typical bank financing is 5-7 years for equipment.

Ohio Micro Loan Program

- Loans are intended to stimulate the growth of existing businesses.
- Businesses must be certified as either a Minority Business Enterprise (MBE) or a Women-owned Business Enterprise (WBE).
- Minimum loan amount is \$10,000 up to a maximum of \$45,000.
- Interest rate is set at 0%.
- Businesses must be current on federal, state, and local taxes and current on private or publicly financed loans.
- Businesses cannot have defaulted on any previous financial assistance provided by Development.

Ohio Micro Loan Program

- Loan proceeds may be used for working capital, machinery and equipment purchases, leasehold improvements, and inventory.
- Loan proceeds may not be used for:
 - Repaying delinquent state or federal taxes.
 - Financing residential property, owner-occupied, or investment property.
 - Financing a change of ownership.
 - Reimbursing funds owed to an owner, partner, or shareholder.
 - Financing a non-business purpose.
- Loan repayment is five years for permanent working capital and seven years for equipment.

Women's Business Enterprise Loan Program

- Loans are intended to stimulate the growth of existing women-owned businesses.
- Businesses must be 51% owned and controlled by women or be certified as a Women-owned Business Enterprise (WBE).
- WBE certification is not required but is recommended.
- Minimum loan amount is \$45,000 up to a maximum of \$500,000.
- Interest rate will be up to 3%.
- Businesses must be current on federal, state, and local taxes and current on private or publicly financed loans.
- Businesses cannot have defaulted on any previous financial assistance provided by Development.

Women's Business Enterprise Loan Program

- Loan proceeds may be used for machinery and equipment purchases, leasehold improvements, renovations, and real estate purchases.
- Loan proceeds may not be used for:
 - Inventory.
 - Operating capital, rolling stock (unless it's commercial/and considered equipment), repaying delinquent state or federal taxes.
 - Financing residential property or investment property.
 - Financing a change of ownership.
 - Reimbursing funds owed to an owner, partner, or shareholder.
 - Financing a non-business purpose.
- Loans repayment in 10 years for equipment and machinery and 15 years for owner-occupied real estate.

For the WBE, Micro, MBD Loan and Bonding Program

- Interested applicants should contact the MBDD staff at MinorityBizFinance@Development.Ohio.Gov.
- Staff will schedule a preliminary interview to ensure basic eligibility before sending a link to the application portal.
- Once the application is reviewed by MBDD staff, it is submitted to the Minority Development Finance Advisory Board for approval recommendation.

Connect With Us

Minority Business Direct Loan Program

Minority Business Bonding Program

ombdlp.development.ohio.gov

Ohio Micro-Enterprise Loan Program

Women's Business Enterprise Loan Program

minority.ohio.gov

Contact us

MinorityBizFinance@Development.Ohio.Gov

(800) 848-1300, ext. 6-5700

(614) 466-5700



15-Minute Break
Next Session begins at
11:30 a.m.

April 27, 2022

Statewide Association of Community and Economic Development Organizations

SUCCESSFUL IMPLEMENTATION: LEGACY PLACE SENIOR HOUSING

- Rich Ebert, Executive Director, Champaign Economic Partnership
- Marcia Bailey, Previous Executive Director, Champaign Economic Partnership
- Duane Miller, CEO, T&H Investment Properties
- Joel Hauenstein, Vice President of Operations, Alliant



LEGACY PLACE
APARTMENTS

NORTH | MONUMENT SQUARE | SOUTH

LEGACY PLACE APARTMENTS

URBANA, OH

WWW.LIVELEGACYPLACE.COM

PROJECT CONSISTS OF 3 HISTORIC BUILDINGS

- “Douglas Hotel” – aka “Weaver House” was built as a 2 story hotel circa 1825. In 1844 2 additional stories were completed
- Building consisted of hotel rooms, banquet area, restaurant and various retail, service entities (salons, barbershops etc.)
- Before closing in 2003 the building was converted to apartments on the upper floors and remained vacant on the first floor
- Urbana City Schools (North & South elementaries)
- North – Built in 1910
- South - Built in 1935
- North & South buildings were vacated 2017
- 2018 Urbana City Schools new elementaries opened for the school year



DOUGLAS HOTEL VARIOUS OWNERS

- 2003-2007 – Champaign Co. Health District condemned building, adjudication order, demolish orders, appeals filed, stabilization plans, revitalization plans, safety barricades installed...
- 2008-2015 – concerted efforts for funding sources to stabilize building
- 2016-2020 – F&C and T&H affordable senior housing project

NORTH & SOUTH ELEMENTARIES SCHOOL OWNED PROPERTIES

- Prominent buildings in Urbana, nestled in residential neighborhoods
- Well maintained with plenty of parking and playground equipment
- Slated for demolition with state and local tax dollars
- Urbana City School ownership



LEGACY PLACE APARTMENTS – GETTING STARTED CHAMPAIGN ECONOMIC PARTNERSHIP (CEP)

- Created partnerships with Urbana City Schools, Urbana City Council, RSSI, CCPA, MSD, YMCA, private owner and F&C and T&H Properties
- Resolutions/agreements for “purchase” – school owned property
- CEP – transferred properties to F&C
- September 17, 2020 – official kickoff of new ownership
 - Construction/Destruction crews move in September 20, 2020



YIKES!!

- And so it begins!!
- 12 months expected – school buildings to be renovated
- 18 months expected – Douglas Hotel to be renovated



NEW DISCOVERIES



**LEGACY PLACE SOUTH – JULY
2021 (14 UNITS)
LEGACY PLACE NORTH – FALL
2021 (20 UNITS)
LEGACY PLACE MONUMENT
SQUARE – FEBRUARY 2022 (17
UNITS)**





SOURCES

PUBLIC / PRIVATE PARTNERSHIP

• Alliant Capital (LIHTC & HTC)	\$ 9,541,092
• Twain Financial (State HTC)	\$ 1,079,397
• OHFA Perm Debt	\$ 1,000,000
• Federal Home Loan (AHPP)	\$ 700,000
• GP Equity (Donated Bldgs.)	\$ 354,000
• Deferred Developer Fee	<u>\$ 695,919</u>
Total Sources	\$13,370,408

OTHER RESOURCES

- Chase Bank (Constr. Equity Bridge Loan) \$ 7,800,000
- OHFA HDL Loan (Constr. Equity Bridge) \$ 1,250,000
- Tax Abatement (Operational Relief) 15 Years
- Neighborhood Development - Collateral Investment \$ 5,000,000
from the City of Urbana
- OHFA - 811 Program (RSSI N-F-P Partner) 6 units

UNIT MIX

51 UNITS – SENIOR HOUSING

- 39 units at 60% AMI
- 6 units at 50% AMI
- 6 units at 30% AMI

Rent Ranges:

- 1 Bdrm \$354 - \$750
- 2 Bdrm \$417 - \$850

LIHTC	1	2	3	4	5
30%	14,790	16,890	18,990	21,090	22,800
50%	24,650	28,150	31,650	35,150	38,000
60%	29,580	33,780	37,980	42,180	45,600



**60-Minute Lunch
Break**

**Next Session begins at
1:30 p.m.**

April 27, 2022

Statewide Association of Community and Economic Development Organizations



Business Meeting

April 27, 2022

Statewide Association of Community and Economic Development Organizations

OCCD BUSINESS MEETING

- Call to Order
- Committee Reports
 - Membership
 - Sessions & Training – Terri Fetherolf
 - State Programs – Nikki Reese
 - Legislative – Steve Torsell
 - Finance – Dawn Fish

OCCD BUSINESS MEETING

- Opportunity for Engagement
 - Strategic Plan Committee/Subcommittees
 - OCCD Standing Committees
 - Membership
 - Sessions & Training Programs
 - State Programs
 - Legislative
 - Finance

*If you are interested
in participating in one
of the committees,
please contact
Patricia Richards at
office@occd.org*

OCCD BUSINESS MEETING

- OCCD Foundation
 - Tawana Jones
- Adjournment



LEGISLATIVE UPDATE

- Tony Core, Senior Attorney, Squire Patton Boggs





15-Minute Break
Next Session begins at
2:30 p.m.

April 27, 2022

Statewide Association of Community and Economic Development Organizations

FAIR HOUSING BEST PRACTICES

- Arica Alvarez, Maumee Valley Planning Organization
- Julie Kiser, Ohio Regional Development Corporation

FAIR HOUSING



**Maumee
Valley
Planning
Organization**

BEST PRACTICES

Maumee Valley Planning Organization

Arica Alvarez

Administrative Assistant/Fair Housing Coordinator

1300 E Second Street, Suite 200

Defiance, Ohio 43512

(419) 784-3882

adminassist@mvpvo.org



FAIR HOUSING BEST PRACTICES

The Maumee Valley Fair Housing Office is a function of the Maumee Valley Planning Organization (MVPO). MVPO is a nonprofit organization that applies for and administers CDBG programs for the five county area. The Maumee Valley Planning Organization is the home of the Maumee Valley Fair Housing Consortium, which serves:

- » Defiance**
- » Fulton**
- » Henry**
- » Paulding and**
- » Williams Counties**



FAIR HOUSING BEST PRACTICES

Maumee Valley Fair Housing Office has overseen the fair housing program for the five county area since 2001. Each of the communities, nine total, have their own local contact person. Any of the nine contacts that receive fair housing complaints locally, forward contact information from the person making the complaint to the Maumee Valley Fair Housing Office. The Fair Housing Office is responsible for contacting all persons and assessing each complaint. Based on the type of complaint, the Fair Housing Office will provide information on fair housing laws, filing fair housing complaints, tenant/landlord issues and any other housing information that is available.



FAIR HOUSING BEST PRACTICES

FAIR HOUSING IS THE LAW

It is unlawful to deny people the opportunity to live where they want and can afford. If you feel you are being treated unfairly, take the following steps:

1. Keep a record of any meetings and phone calls with the landlord, property manager, real estate agent, loan officer, or insurance agent. Include the person's name, title, meeting date and time.
2. Write down what happened and what was said by all participants. Save all receipts, applications, leases, business cards, brochures, or other documentation that you were given.
3. Call:
Maumee Valley Fair Housing
Office 419-784-3882

MAUMEE VALLEY FAIR HOUSING OFFICE WILL ASSIST YOU BY:

-  counseling you on your fair housing rights
-  investigating your fair housing complaint
-  providing information on landlord/tenant rights and responsibilities
-  analyzing and developing a plan to overcome impediments to fair housing
-  providing workshops on fair housing and landlord/tenant issues

BREAK THE BARRIER OF HOUSING DISCRIMINATION

If your fair housing rights have been violated, write or call any of the following agencies:

Maumee Valley Fair Housing Office
Arica Alvarez
1300 E. Second Street, Suite 200
Defiance, Ohio 43512
419-784-3882



Ohio Civil Rights Commission
Toledo Regional Office
One Government Center, Suite 936
Jackson and Erie Streets
Toledo, Ohio 43604
(419) 245-2900



Fair Housing Enforcement Center
U.S. Dept. of Housing & Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, Illinois 60604-3507
312-353-7776
1-800-765-9372
TTY 312-353-7143

A COMMUNITY GUIDE TO FAIR HOUSING



Protecting your right to seek housing wherever you can afford to live.

MAUMEE VALLEY FAIR HOUSING CONTACTS

Community	Contact Person	Phone #
Defiance County	Stephanie Metz	419-782-4761
City of Defiance	Niki Warncke	419-783-4358
Paulding County	Roy Klopfenstein	419-399-8215
Fulton County	Vond Hall	419-337-9214
City of Wauseon	Trudi Mahne	419-335-5041
Henry County	Kristi Schultheis	419-592-4878
City of Napoleon	Joel Mazur	419-592-4010
Williams County	Anne Retcher	419-636-2059
City of Bryan	Laura Rode	419-636-4232

Maumee Valley Fair Housing Office
1300 E. Second Street, Suite 200
Defiance, Ohio 43512
419-784-3882

FAMILIAL STATUS

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

- A parent
- A person who has legal custody of a child or children
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.



IF YOU HAVE A DISABILITY

Your landlord may not:

- Refuse to let you make reasonable modifications to your dwelling or common use areas, **at your expense**, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Handicap (Disability)
- Military Status

BE SUSPICIOUS WHEN YOU HEAR LINES LIKE THESE:

When you are renting ...
"I rented that apartment right after you called."

"This building is for adults only."

When you are buying ...
"The owner just took the house off the market."

"Do you think you can afford this neighborhood?"

"We just can't seem to make an appointment to show you that house."

When you are seeking financing ...
"We have a minimum mortgage amount; we don't make loans under \$30,000."

"There's a problem with the appraisal."

SALE AND RENTAL OF HOUSING

The following is prohibited:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent
- Deny anyone access to or membership in a facility or service related to the sale or rental of housing.

It is illegal for anyone to threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right.

OR

Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status or handicap (disability).

MORTGAGE LENDING

The following is prohibited:

- Refuse to make a mortgage loan
- Fail to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan
- Set different terms or conditions for purchasing a loan



FAIR HOUSING BEST PRACTICES

Potential fair housing complainants are informed of their fair housing rights and remedies. Fair housing complaint forms and informational materials regarding complaint procedures are mailed to all complainants. If assistance is needed in filing a complaint the Fair Housing Office will assist as needed. If not, all complainants are asked to send a copy of their complaint before forwarding it to the appropriate agency. Self-addressed envelopes are provided to the complainants. The Fair Housing Office also refers complainants to contact an attorney of their choice for tenant/landlord issues.



FAIR HOUSING BEST PRACTICES

A number of the calls received by the Fair Housing Office pertain to general housing related questions. Aside from these calls, the majority of the complaints received by Maumee Valley Fair Housing Office deal with tenant/landlord issues. Since 2001, the Maumee Valley Fair Housing Office has logged twenty-one probable fair housing complaints. Disability related incidences rank the highest in the calls received. Tenant/Landlord calls have doubled each year over the past few years. It is believed this is due to people actually having contact information.



FAIR HOUSING BEST PRACTICES

The following are statistics that have been compiled by the Maumee Valley Fair Housing Office.

MAUMEE VALLEY FAIR HOUSING OFFICE

January1, 2021 – October 31, 2021

	Defiance City	Defiance County	Fulton County	Henry County	Paulding County	Williams County	Total
Fair Housing Complaints	1	0	2	0	0	4	7
Tenant/Landlord Complaints	1	0	5	0	0	4	10
Total	2	0	7	0	0	8	17
% of Total	12%	0%	41%	0%	0%	47%	



FAIR HOUSING BEST PRACTICES

The following are statistics that have been compiled by the Ohio Civil Rights Commission.

OHIO CIVIL RIGHTS COMMISSION – 2021

	Defiance County	Fulton County	Henry County	Paulding County	Williams County	Total
Fair Housing Complaints	12	10	9	3	14	48
% of Total	25	20.8	18.8	6.3	29.1	



FAIR HOUSING BEST PRACTICES

When a call or a referral is received by the Fair Housing Office, a Fair Housing Intake Form is completed. The form documents information about the complainant and a brief description of the complaint. The complaint is then assessed as to whether it is a fair housing complaint, tenant/landlord complaint or a general housing complaint. Based on the complaint type, informational materials will be sent to the complainant or the person will be referred to the appropriate agency or office. All actions taken will be documented on the complaint form. The Fair Housing Office will follow-up on all complaints that have been determined to be valid fair housing issues.



FAIR HOUSING BEST PRACTICES

- Not count the day you give the notice or weekends and holidays, and wait until *after* the third day before filing the eviction complaint.
- If a tenant's violation materially affects health and safety, you must notify the tenant in writing and give the tenant 30 days to resolve the problem before filing an eviction.
- After reasonable notice to the tenant (24 hours), you have the right to enter the premises to inspect, repair, make improvements, supply services or show the property.
- You have the right to have your property returned to you in as good a condition as it was when the tenant took possession, *except for ordinary wear and tear*.

What are my obligations as a landlord?

You have certain obligations under Ohio law whether or not they are written into a lease. You cannot change these obligations or require the tenant to assume them, and the tenant cannot agree to excuse or waive your performance of them under any circumstance. For example, a lease requiring the tenant to assume responsibility for making all repairs could not be enforced.

- As a landlord, you must:
- Comply with the standards of all building, housing, health and safety codes that significantly affect health and safety.
 - Make all repairs, doing whatever is reasonably necessary to keep the rental premises in a fit and habitable condition.
 - Keep all common areas of the premises in a safe and sanitary condition.
 - Maintain in good working condition all electrical, plumbing, sanitary, heating and air conditioning systems, and fixtures and appliances you have supplied.
 - Provide and maintain trash receptacles and provide for trash removal if you own lost or more units in the same building.
 - Supply running water, reasonable amounts of hot water and heat at all times. (You may require the tenant to pay any or all utility bills for *his or her* unit, whether it is an apartment or a house).

- Not abuse your right to enter the property for legitimate reasons. (If this right is abused, you have invaded the tenant's privacy.)
- Commence eviction proceedings against a tenant who is illegally using or permitting the use of controlled substances on the premises.
- Comply with the rights of tenants under the Servicemembers Civil Relief Act, 17 Stat. 2835, 50 U.S.C. App. 501.
- Not attempt to evict a tenant without a court order by changing the locks, terminating utility service or removing the tenant's belongings.
- For property located in a county with a population of more than 200,000 residents, register with the auditor of the county in which the property is situated, providing your name, address and telephone number. (If you do not live in Ohio, or if you own the property in the name of an entity not registered with the Ohio Secretary of State, you must name an Ohio resident as agent for service of process.)
- If your property was built before 1978, give your tenant a lead-based paint disclosure form and a copy of the U.S. EPA's "Protect Your Family from Lead in the Home" pamphlet. Also, the lease must include a specific warning statement about lead-based paint.

As a landlord, you may be liable to a person who is injured in an area you control or as a result of your failure to maintain and repair certain basic items as required by law or the lease. If the lease is in writing, you must give the tenant your name and address and the name and address of your agent, if any. If the lease is oral, you must provide the same information in writing when the tenant moves in. *If you fail to provide this information, you waive the right to be notified of conditions before the tenant receives the rent.*

How do I get back my security deposit?

When you move out at the end of a lease term, both you and your landlord must follow certain rules. As a tenant, you should return the key to the landlord and give the landlord a forwarding mailing address where the security deposit can be mailed. Also, you must repair any damages caused by your intentional or negligent actions or those of your guests, but you are not responsible for any damages caused by ordinary usage or wear and tear.

After you move out, any remaining security deposit your landlord holds can be applied to unpaid rent, utilities, late fees or to any damage your actions may have caused. The landlord must return the balance to you. Assuming you give the landlord a new or forwarding address, the landlord must, within 30 days, return to you all money remaining after lawful deductions, which the landlord must itemize for you. If the landlord does not return the money owed by that time, you can file a claim with the court. The court can order the landlord to pay the tenant twice the money owed plus attorney's fees.

Do I need an attorney?

This information, based on Ohio law, is issued to inform you, not to advise you about your particular case. Do not try to apply or interpret the law without help from an attorney who knows the facts, which may change the way the law is applied. Low-income tenants may qualify for free legal services from legal aid programs, available in all Ohio counties. Call 1-866-LAW-OHIO for a legal aid provider near you.



LawFacts Pamphlet Series

Ohio State Bar Association
P.O. Box 16562
Columbus, OH 43216-6562
(603) 282-6556 or (614) 487-4050
www.ohioabar.org

Funding provided by:



This is one of a series of LawFacts public information pamphlets. Others may be obtained through your attorney's office, by writing the Ohio State Bar Association or through www.ohioabar.org.

The information contained in this pamphlet is general and should not be applied to specific legal problems without first consulting your attorney.

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Tenant/Landlord Rights and Obligations

This information applies to most residential tenants who pay rent for a place to live, with some exceptions (e.g., those who pay rent to live in nursing homes, hotels and motels, and university-owned housing). A slightly different landlord-tenant law applies to those who live in a manufactured or mobile home park.

What is a rental agreement?

A rental agreement (called a "lease" in this pamphlet) is a binding written or oral contract between parties to establish or modify the terms, conditions and rules for a party's use and occupancy of a residential premises. A properly written lease will eliminate most problems commonly arising between a landlord and a tenant, benefiting both parties. A lease may create a tenancy from week to week, month to month, year to year, or any other amount of time the parties agree to. To protect both landlord and tenant, it is usually wise to specify how the lease may be terminated. Without a written lease, the landlord or the tenant may end a week-to-week tenancy by giving the other party at least seven days' notice before the termination date. Either party may end a month-to-month tenancy by notifying the other party of the intent not to renew the tenancy at least 30 days before the termination date. So, if rent is paid on the first of every month, and notice is given on July 15, the lease will end 30 days from August 1.

Ohio law prohibits a landlord from shifting certain responsibilities or liabilities to a tenant. Such clauses in a lease cannot be enforced against the tenant. Similarly, a landlord may not enforce provisions requiring a tenant to pay the landlord's attorneys' fees, unless Ohio's landlord-tenant laws specifically permit it.

Because the landlord ordinarily prepares the lease, a court will usually decide any confusing or unclear terms against the landlord and in favor of the tenant. Ohio law lists certain circumstances where tenants and landlords may recover damages and, sometimes, reasonable attorneys' fees, for the other party's unlawful act.

What are my rights as a tenant?

You are a tenant if you occupy or possess the residential property of another under a lease. If you do what the lease and/or the law requires, you have the right of exclusive possession of the property until the lease expires.

- You have the right to complain to a governmental agency if your landlord violates housing laws or regulations affecting health and safety.
- You have the right to complain to your landlord for failing to perform any legal duties. If you complain and the landlord remedies by increasing rent, decreasing services or seeking to evict you for complaining, the landlord has violated the law. There are legal remedies to stop or punish retaliation, such as terminating your lease and recovering damages and attorneys' fees.
- You have the right to join with other tenants to bargain with your landlord about lease terms.
- You have the right to know the name and address of the owner of your residential premises and the owner's agent, if applicable. This information must appear in your written lease or be given to you in writing when you begin your tenancy if the lease is oral. If your landlord fails to provide this information, you do not have to notify your landlord before escrowing your rent with the court. The county auditor also maintains records on residential property owners.
- You are not current in your rental payments; or
- you are not current in your rental payments; or
- you received written notice when you moved in that the landlord *owns* three or fewer dwelling units.
- If you breach your lease, the landlord may not seize your furnishings or possessions to recover rent payments.
- If you have notified your landlord, in writing, of problems at your rental property or at an adjacent or rodent infestation, the landlord should remedy the problem within a "reasonable" amount of time. For a broken furnace, in mid-January, a reasonable amount of time may be just a few days. The landlord may take up to 30 days to make less critical repairs.

If the landlord fails to make repairs within a reasonable amount of time (not more than 30 days), you may have the right to get a court order for repairs to be made, obtain a court-ordered reduction in rent, or terminate the lease. You also have the right to escrow your rent.

What does escrowing rent mean?

Escrowing your rent means that you deposit your rental payments with the clerk of the municipal or county court, depending on where you live, instead of paying your landlord. Before you can escrow your rent, you must first wait the FULL 30 days after notifying the landlord of its failure to fulfill obligations. However, if there is an emergency, such as a lack of heat in winter or lack of water, you can start escrowing your rent earlier. The notice requesting repairs must be clear and detailed enough that your landlord and the court can understand exactly what is wrong. You must send the notice to the place where you normally pay rent. Keep a photocopy of the notice and send it with a "certificate of mailing" to you have proof you sent the notice. You must deposit your rent into escrow on or before the date when your rent is due. If your rent is due on the 5th of every month, deposit your rent on or before the 5th.

The court will tell your landlord that you have started depositing your rent into a rent escrow account. Once the landlord makes the repairs, you can ask the court to release the money to the landlord.

- You may NOT "escrow" your rent if:
 - you are not current in your rental payments; or
 - you received written notice when you moved in that the landlord *owns* three or fewer dwelling units.

What are my obligations as a tenant?

- As a tenant, you must:
- Keep the premises safe and sanitary.
 - Dispose of all garbage in a safe and sanitary manner.
 - Keep plumbing fixtures in the unit as clean as their condition permits.
 - Operate all electrical and plumbing fixtures properly.
 - Comply with all state and local housing, health and safety code standards.

What you should know about...

Tenant/Landlord Rights and Obligations



Maumee Valley Fair Housing Office

Area Office
1301 S Second Street, Suite 200
Duluth, Ohio 43512
419-794-3882

<https://www.mvpo.org/fairhousing>

Tenant/Landlord Rights and Obligations Brochure

- Not intentionally or negligently destroy, deface, damage or remove any fixture, appliance or other part of the premises, or allow your guests to do so.
- Keep clean and use appropriately any appliances the landlord has provided and promptly tell your landlord if your appliances need repair.
- Not disturb, or allow your guests to disturb, your neighbors.
- Not allow controlled substances (such as drugs) to be present on the property.
- Allow your landlord reasonable access (upon 24 hours' notice) to the premises to inspect, make repairs or show the property to prospective buyers or renters. Twenty-four hours of notice is not required in emergencies, or for the landlord to deliver large parcels, or upon agreement with the landlord.
- Not allow sexual predators to occupy the unit if the unit is located within 1,000 feet of a school, preschool or child daycare center.

The tenant cannot change any of these legal duties, but the landlord may agree to assume responsibility for fulfilling any of them.

What are my rights as a landlord?

If you own rental property and permit another to use, occupy or possess your residential premises for a period in return for money or something of value, you are a landlord.

- You can rent your property for any amount you wish. Unless you have a written or oral lease that provides for a fixed rent for the lease term (such as a one-year lease), you can increase rents in any amount, but you must give adequate notice. If you give your tenant notice of a rent increase for a month-to-month tenancy, the rent increase will not be effective until 30 days from the next date rent is due.
- You may rent to anyone you wish and establish any conditions and terms in a rental contract that do not conflict with federal or state law, including federal and state anti-discrimination statutes.
- You may evict the tenant for nonpayment of rent or for breaking any significant term of the lease. You must give the tenant written notice of your intent before filing an eviction action in court. For nonpayment of rent, you must give notice at



FAIR HOUSING BEST PRACTICES

TENANT TO VACATE UNIT

The following letter may be used when a landlord has failed to remedy conditions within a reasonable time period and the tenant wishes to exercise his/her right to vacate the premises:

Date: _____
Landlord's Name: _____
Address: _____

Dear _____:

On _____ I sent you a letter requesting that the following conditions be remedied:

- 1) _____
- 2) _____
- 3) _____

In my letter I requested that the above conditions be remedied by _____. These items remain uncorrected.

Under the Ohio Landlord-Tenant Law, Ohio Revised Code 5321.07 (B)(3), I have the right to terminate our rental agreement if I have given you written notice of the aforesaid conditions and you fail to remedy them within a reasonable time. Since you have failed to remedy the conditions, I am moving out of the premises located at _____ on _____. Please send my security deposit of \$ _____ to me at the following address: _____.

Respectfully,

Tenant Name: _____
Address: _____
Telephone Number: _____

AVAILABLE ASSISTANCE

If you cannot afford an attorney, but you feel you need legal assistance, please call:

Legal Aid Line
1-888-534-1432

If you have questions about the information in this brochure, you are invited to call:

Maumee Valley Fair Housing Office
1300 E. Second Street, Suite 200
Defiance, Ohio 43512
419-784-3882

**FAIR HOUSING IS MORE THAN
JUST A GOOD IDEA,
IT'S THE LAW!**

It is illegal to discriminate against any person because of race, color, religion, sex, national origin, handicap or familial status:

- in the sale or rental of housing or residential lots;
- in advertising the sale or rental of housing;
- in financing of housing; or
- in the provision of real estate brokerage services.

If you feel you have been discriminated against, you may file a complaint with the following:

**U.S. Department of Housing & Urban
Development**
1-800-669-9777

or
Ohio Civil Rights Commission
1-888-278-7101

REPAIRS TO RENTALS



HOW TO REQUEST REPAIRS.
- AND -
WHAT TO DO IF REPAIRS
ARE NOT MADE.

MAUMEE VALLEY FAIR HOUSING OFFICE

1300 E. Second Street, Suite 200
Defiance, Ohio 43512
419-784-3882

OHIO LANDLORD-TENANT LAW

Under the Ohio Landlord-Tenant Law, Ohio Revised Code 5321.07(A), a tenant has the right to withhold payment of rent to a landlord under the following circumstances:

- If the landlord fails to fulfill any obligations imposed on him by the Ohio Revised Code 5321.04.
- If the landlord fails to fulfill any obligations imposed on him by the rental agreement.
- If the conditions of the premises are such that the tenant reasonably believes that the landlord has failed to fulfill any obligation as required by law.
- If a governmental agency has found that the premises are not in compliance with building, housing, health or safety codes which apply to any condition of the residential premises that could materially affect the health and safety of an occupant.

HOW TO REQUEST REPAIRS

First, a tenant must send a letter to the landlord outlining the needed repairs. A copy of the letter should be retained by the tenant for their records. The letter should be mailed **certified, return receipt requested**. If possible, include photographs of the problem areas.

Repairs should be made by the landlord within a reasonable period of time. A reasonable period of time is defined as 30 days, unless the condition in threatening to the tenant's health.

WHAT TO DO IF REPAIRS ARE NOT MADE

If the landlord does not make the repairs requested by the tenant, the tenant may do one of the following:

- **ESCROW RENT PAYMENTS:**
Deposit all rent with the Clerk of Courts office. The tenant **must be current in rent** to use this option. The tenant must present the Court with a copy of the letter sent to the landlord outlining the requested repairs, along with the return receipt showing the landlord received the letter.
- Ask the Court to order the repairs be made by the landlord. The tenant may ask that the rent be reduced until the repairs are made, or that rent paid into the escrow account be released to make the necessary repairs.
- **TERMINATE THE RENTAL AGREEMENT** with no penalty, after proper notice is given, if the landlord fails to remedy the situation.

PLEASE NOTE: These actions cannot be taken against a landlord who owns three or fewer rental units

and who has informed the tenant of this fact in writing at the time of occupancy.



NOTICE TO REMEDY CONDITIONS

The following is an example of a letter that may be sent to a landlord to request that repairs be made:

Date: _____
Landlord's Name: _____
Address: _____

Dear _____:

This letter is being sent to you pursuant to the Ohio Revised Code governing obligations of a landlord, Section 5321.04(A). I am requesting that the following repairs be made to the unit I occupy at _____.

- 1) _____
- 2) _____
- 3) _____

I am requesting that the above noted conditions be remedied by _____, which is 30 days from the date of this letter.

I will be depositing my rent payments with the Clerk of Courts office if the conditions outlined above are not remedied.

Please contact me as soon as possible to discuss when these repairs can be made.

Respectfully,

Tenant Name: _____
Address: _____
Telephone Number: _____

**Keep two copies - one for you, and
one for the court.**



FAIR HOUSING BEST PRACTICES

Outreach and Trainings

- County Offices
- Villages and Townships
- Public Libraries
- Police and Sheriff's Departments
- NOCAC
- Homeless Shelter (PATH Center)
- Ability Center
- Habitat for Humanity
- Senior Centers
- Hospitals
- Schools
- Metropolitan Housing Authority
- Realtors
- Village and Township Meetings
- Public Libraries
- Social Services Meetings
- Fairs
- United Way Meetings
- Commissioners Sessions
- Other Public Meetings in the Community



FAIR HOUSING BEST PRACTICES

QUESTIONS



Fair Housing Best Practices

Ohio Regional Development Corporation

Julie Kiser

Fair Housing Specialist

200 Main St. Coshocton, Ohio 43812

(740) 622-0529

julie@ordevelopment.com

The logo for ORDC is a red speech bubble shape. It consists of a horizontal rectangular bar at the top, and a larger rectangular body below it. The body has a small triangular point at the bottom center. The letters "ORDC" are written in white, sans-serif font in the center of the body.


ORDC

WHO WE ARE

- ORDC is a nonprofit organization started in 1975.
- Our main office is located in Coshocton with some satellite offices in other areas we service.

WHAT WE DO

- Write and Administer
 - Community Housing Impact and Preservation Grants
 - Community Development Block Grants
 - Fair Housing Programs

- 
- City of Ashland & Ashland County
 - City of Shelby & Richland County
 - Marion County
 - Holmes County
 - Carroll County
 - Monroe County
 - City of Steubenville & Jefferson County
 - Noble County
 - City of Chillicothe & Ross County
 - City of Portsmouth & Scioto County
 - Clinton County
 - City of New Philadelphia



Where
We Do It



Fair Housing program

- When communities receive federal funds, a Fair Housing piece is required.
 - Presentations
 - Brochures
- During the grant application process, locations are chosen to complete a Fair Housing table.



Presentations

- Places within the community the grant is being administered.
- Outreach/ Education piece
- How can we reach the most people?

- 
- A decorative graphic on the left side of the slide. It features a vertical red rectangle. To its left, there are several concentric circles, some solid and some dashed, in a light gray color. The circles are centered around the vertical rectangle.
- Job & Family Services
 - Chamber of Commerce
 - Veterans' Service Office
 - Commissioners' Office
 - City/Village Council Meetings
 - Health Departments
 - Board of Developmental Disabilities
 - Habitat for Humanity
 - Housing Board Meetings
 - Transit Offices
 - Board of Realtors
 - Metropolitan Housing Authority
 - Council on Aging

A large, solid red circle that occupies the right half of the slide. It is positioned such that its left edge is near the center of the slide, and it extends towards the right edge.

Presentation
Locations



Presentation Locations

- Colorful Ashland
- Homeless Shelters
- Luncheons/ Networking locations

Brochures



**Outreach/
Education**

**High traffic
areas**

Outreach/ Education Community Brochure



Fair Housing

**Fair Housing
Administration
Program**

The local Fair Housing
Contact for Ross County
is located at:

**Housing &
Community
Development
Specialist**

**15 Paint Street,
Chillicothe, OH**

740-702-3008



**Ohio Regional Development
Corporation
Fair Housing Administration**

1-740-622-0589 or 1-800-581-3247

Tenant/Landlord Issues are NOT covered by Fair Housing

The Ohio Tenant-Landlord Bill, effective November 4, 1974, (Ohio Revised Code 5321), applies to most landlord-tenant relations and governs most rental agreements whether written or oral.

None of the rights, remedies or obligations which the tenant or the landlord have under this law may be taken away by any written or oral agreement.

Ohio Revised Code 5321 covers many areas of tenant/landlord relationships. Some of those areas include:

1. Landlord's responsibilities
2. Tenant's responsibilities
3. Obtaining repairs
4. Withholding your rent
5. Lockouts and Utility shutoffs
6. Leases/rental agreements
7. Terminating a lease/rental agreement
8. Eviction process
9. Security deposits
10. Rent increases and late charges
11. Drug activity and rental housing

For additional information, call your local Fair Housing office. You may also wish to seek legal assistance.

An aggrieved person may file a complaint of a housing discrimination act with the:

Fair Housing Administration at:
1-740-622-0589 or
1-800-581-3247 (FAIR)

OR
The Ohio Civil Rights Commission at:
1-888-278-7101

OR
The U.S. Department of Housing and Urban Development (HUD) at:
1-800-669-9777 (toll free voice number)
1-800-927-9275 (toll free TDD number)

**You have the right to live
where you want to live.**

The Fair Housing Amendments Act **specifically prohibits** discrimination in any area of housing because of race, color, national origin, religion, sex, disability or familial status.

Simply stated, it is unlawful to:

1. Refuse to sell, rent, finance or insure housing or property.
2. Tell any person that housing is not available for inspection, sale, rent or lease.
3. Refuse to lend money for the purchase, construction, rehabilitation, repair or maintenance of housing or property.
4. Discriminate against any person in the terms and conditions of fire, extended coverage or homeowner's insurance.
5. Refuse to consider the income of both the husband and/or wife in the purchase or financing of housing or property
6. Print, publish or circulate any statement or advertisement which would indicate a preference or establish limitations.
7. Deny any person membership in any multiple listing or real estate service.

Know your rights.

Fair housing is an absolute right throughout this country. The federal laws, along with local and state laws, were enacted to provide a method of enforcement of this right.

Help.....

This Brochure is not intended to be used as legal advice. If you are in doubt regarding your legal rights, it is recommended that you seek legal assistance.

**FAIR HOUSING IS MORE THAN
JUST AN IDEA. IT'S THE LAW!**

It is illegal to discriminate against any person because of **race, color, religion, sex, national origin, disability or familial status.**

In addition, in the State of Ohio it is also illegal to discriminate based on **ancestry or military status.**



You have the right to live wherever you want to live.

The Federal Fair Housing Act prohibits discriminatory housing practices. There are a few limited exceptions.

The Ohio Fair Housing Law (Section 4112.02(H) of the Ohio Revised Code) gives all persons in the protected classes the right to live wherever they can afford to buy a home or rent an apartment.

Access to residential housing depends on available financing, insurance and related services. If a person is denied the opportunity to obtain financing, then it will matter little whether a seller will sell to the home seeker. Similarly, the related services: homeowners insurance, fair appraisals, fair secondary markets, mortgage insurance and brokerage services must be available without regard to any prohibited characteristics such as race, color and religion.

What to do if you suspect housing discrimination:

Make immediate detailed notes of your experience:

1. Date of the alleged violation.
2. Name and address of the person your complaint is against (the respondent).
3. Address or other identification of the housing involved.
4. Short description of the alleged violation (the event that caused you to believe your rights were violated).
5. Call or visit your local fair housing office.
6. Call the Ohio Civil Rights Commission at 1-888-278-7101.
7. Call the HUD Fair Housing Complaints "Hot line" at 1-800-424-8590.

Ohio Regional Development Corporation

200 Main Street- Annex Building
Coshocton, Ohio 43812
740-622-0589
1-800-581-3247



Fair Housing Contact Telephone Numbers:

Fair Housing office: 740-622-0589

Toll Free number: 1-800-581-3247

Fax number: 740-622-8577

www.ordevelopment.com

Ohio State Legal Services
Association: 1-800-998-9454

Ohio Civil Rights Commission:
1-888-278-7101

COHHIO's Tenant Information
Line: 1-888-485-7999

Outreach/ Education Tenant-Landlord Facts

Tenant-Landlord Facts



Dear Citizens:

The Ohio Tenant-Landlord Bill, effective November 4, 1974, applies to most landlord-tenant relations and governs most rental agreements whether oral or written.

None of the rights, remedies or obligations which the tenant or the landlord have under this law may be taken away by any written or oral agreement.

The Ohio Tenant-Landlord law does not apply to condominiums, prisons, jails, workhouses, halfway houses, hospitals, resident homes, agricultural labor camps, tourist homes, hotels, motels, some boarding schools, dormitories, or courts. Ohio does have a law (Chapter 3733, Ohio Revised Code) which outlines responsibilities and rights of Trailer Park operators and tenants.

This pamphlet is designed to help you understand your responsibilities and rights under this law. We hope that you will read it carefully and use it as a guide for better Tenant-Landlord relations.

Fair Housing
Consortia

Landlord's Responsibilities

The landlord must: (Sec. 5321.04(A), Ohio Revised Code)

1. Comply with the requirements of any building, housing, health or safety codes which materially effect health and safety.
2. Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.
3. Keep the common areas of the premises (including walks, etc.) safe and sanitary.
4. Provide trash and waste receptacles, if there are four or more apartments in the building and arrange for their removal.
5. Supply running water, a reasonable amount of hot water, and reasonable heat at all times, except where there is a direct utility hook-up that the tenant controls.
6. Give the tenant reasonable notice of his intent to enter into a tenant's apartment and enter only at reasonable times, except in case of an emergency.
7. Provide the tenant with the name and address of the owner and his agent, if any, in writing, at the beginning of tenancy. If written lease, the owner's name and address must be in the lease.
8. Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures and appliances and elevators in good and safe working condition, when these things are supplied or required to be supplied by the landlord.
9. Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or his agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.

Tenant's Responsibilities

The tenant must: (Sec. 5321.05(A), Ohio Revised Code)

1. Keep that part of the premises that he occupies and uses safe and sanitary.
 2. Dispose of trash and garbage in a clean, safe and sanitary manner.
 3. Use and operate all electrical and plumbing fixtures properly.
 4. Comply with the requirements imposed on tenants by the applicable housing, health and safety codes.
 5. Allow the landlord or his agent to enter his or her apartment for inspection to see what repairs are needed or to make repairs or improvements at reasonable times, if the landlord or his agent has given reasonable notice.
 6. Not intentionally or negligently destroy, damage, deface property or remove any plumbing fixture or appliance from the premises, and forbid any of his guests from doing the same.
 7. Act in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.
 8. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord and required to be maintained by the tenant under the terms and conditions of a written rental agreement.
- If the tenant violates any provision of the above responsibilities, the landlord may recover any actual damages which result from the violation together with reasonable attorneys fees, termination of the rental agreement, or other necessary actions.

Note: the tenant must be current in rent for legal remedies to apply.

Rental Terms

Leases:

Leases are important; without it tenancy can be terminated or the rent raised by:

- a seven day notice if renting by the week,
- a thirty day notice if renting by the month.

Rights are protected even if there is no formal, written lease. The Ohio Law is still in effect. (Sec. 5321.17, Ohio Revised Code). Remember:

- Read the lease
- Know what it says
- If in doubt, call an attorney.

Leases are protection for both the **tenant** and the **landlord**.

Deposits

At the end of the lease or rental agreement, the landlord must return the deposit within **thirty** days after the tenant moves. Before the tenant moves, he/she must leave a **forwarding address** in writing with the landlord.

Any past due rent or damages the tenant caused may be withheld from the deposit.

The landlord must itemize each deduction in a written notice sent to the tenant.

If the landlord requires a security deposit in excess of one month's rent and also in excess of \$50.00, the landlord must pay 5% interest annually on the excess. Example: If the rent is \$150.00 and the security deposit is \$200.00 the landlord must pay 5% interest per annum on the \$50.00 difference between actual rent and security deposit. A landlord does not have to pay interest on the security deposit if the tenant lives in the unit less than 6 months. (Sec. 5321.16, Ohio Revised Code).

Legal Rent Withholding for Repairs

(Sec. 5321.07-5321.10, Ohio Revised Code)

If the tenant reasonably believes that the landlord has not fulfilled his duties, or that the premises have code violations affecting the health and safety of occupants, the tenant may take the following action:

1. Notify the landlord about conditions and request that they be corrected. The **written** notice (or letter) must be sent to the person or place where the tenant usually pays rent, if the landlord has given the required notice of his name and address. Send the notice by certified letter, **return receipt requested**. Keep a copy of the letter.
2. If the landlord fails to correct the condition within a reasonable time (30 days maximum, depending on the urgency of the situation) and if the tenant is not delinquent in rent payments, the tenant may:
 - a. Deposit all rent with the Clerk of the Municipal Court. Tenant does not need an attorney, and there is no filing fee.
 - b. File a law suit requesting a rent reduction until the necessary repairs are made (and may ask the Court's permission to use withheld rent to make repairs.)
 - c. Terminate the lease or rental agreement.

It is important to note that these actions cannot be taken against a landlord with three or fewer actually rented dwelling units, who informs the tenant in writing of the fact at the time they make their rental agreement.

Landlord's Response to Rent Withholding

(Sec. 5321.09, Ohio Revised Code)

Any landlord who receives a notice that a tenant's rent has been deposited with the Clerk of Courts may request the Clerk of Courts to release the rent on the grounds that the conditions for which the tenant withheld rent have been repaired or remedied. The Clerk will immediately release the rent, less costs, to the landlord if the tenant gives written notice that the condition has been remedied.

The landlord may apply to the Court to release the rent on the grounds that:

1. The tenant was delinquent in rent payments at the time the tenant deposited rent with the Clerk of Courts.
2. He did not violate any of the responsibilities imposed upon him by rental agreement, or by any of the building, housing, health or safety codes, or that the condition the tenant describes in the notice has been remedied or repaired.

If the Court finds that the landlord did not violate any responsibilities imposed upon him, or that the condition the tenant complained about has been repaired or remedied, or that the tenant did not give notice correctly, or that the tenant was delinquent in his or her rent at the time the rent was deposited with the Clerk of Courts, the Court will order the release of the rent to the landlord.

Lockouts & Utility Shutoff

The landlord may not move a tenant's furniture from his apartment, lock him out, or threaten any unlawful act including utility shutoff to get him to move. If this happens, the tenant may recover all his damages and reasonable attorney fees. The landlord can only evict and seize tenant's property after a court hearing and obtaining a lawful court order. (Sec. 5321.15, Ohio Revised Code).

EVICITION

(Sec. 1923, Ohio Revised Code)

A landlord may evict a tenant if

- the tenant is delinquent in rental payments
- the tenant caused severe damages
- required repairs are so large that the tenant must move out
- the rental agreement has expired

Eviction Process:

Step I A landlord or owner wishing to evict a tenant must notify the tenant to leave the premises three days or more before beginning any court action.

The landlord must hand a written copy of the notice to the tenant in person, or leave the notice at the tenant's residence.

The tenant must be advised that he/she may need legal assistance.

Every notice given under this section by a landlord to recover residential premises shall contain the following language printed or written in a conspicuous manner: "You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance."

Step II If the tenant does not vacate the premises then the landlord must file a complaint at Municipal Court called a "Forcible Entry and Detainer Notice".

Step III The tenant receives a court summons at least five(5) days before the hearing. Both parties may need an attorney.

Step IV The court hearing is held and a judge decides the case.

HELP

This brochure is not intended to be used as legal advice. If you are in doubt regarding your legal rights, it is recommended that you seek legal assistance.

If you have questions about this information or if you need housing assistance, you are invited to call:

Fair Housing Administration
1209 S. 4th Street
Cohocton, OH 43812
(740) 622-0589 or 1-800-581-FAIR (3247)
Fair Housing is more than just an idea. It's the law!

It is illegal to discriminate against any person because of race, color, religion, sex, national origin, handicap, or familial status.

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services

Blockbusting is also illegal

An aggrieved person may file a complaint of a housing discrimination act with the:

Fair Housing Administration
622-0589 or 1-800-581-FAIR (3247)
or call
U.S. Department of HUD
1-800-669-9777 (toll free voice number)
or
1-800-927-9275 (toll free TDD number)



This publication has been funded by the Community Development Block Grant administered by the Fair Housing Administration Program.



High Traffic Areas

Libraries

Food
Pantries

Grocery
stores

Schools

Board of
Election
offices

Presentation
locations



Fair Housing VS Tenant Landlord Calls

Accept	Accept phone calls
Gather	Gather information
Provide	Provide phone numbers per area: <ul style="list-style-type: none">•Legal Aide - Tenenat Landlord calls•Ohio Civil Rights Commission - Fair Housing Calls•888-278-7101
Record	Create a record of calls for each community

- Legal Aide - Tenenat Landlord calls
- Ohio Civil Rights Commission - Fair Housing Calls
- 888-278-7101



Questions



15-Minute Break
Next Session begins at
3:45 p.m.

April 27, 2022

Statewide Association of Community and Economic Development Organizations

INFRASTRUCTURE PROJECTS WITH OPWC

- Will Gaberle, Program Representative, OPWC
- Nick Rose, Program Representative, OPWC



**OCCD
Conference
2022**

Ohio Public Works Commission

**Will Gaberle
&
Nick Rose**

Who or What is OPWC?

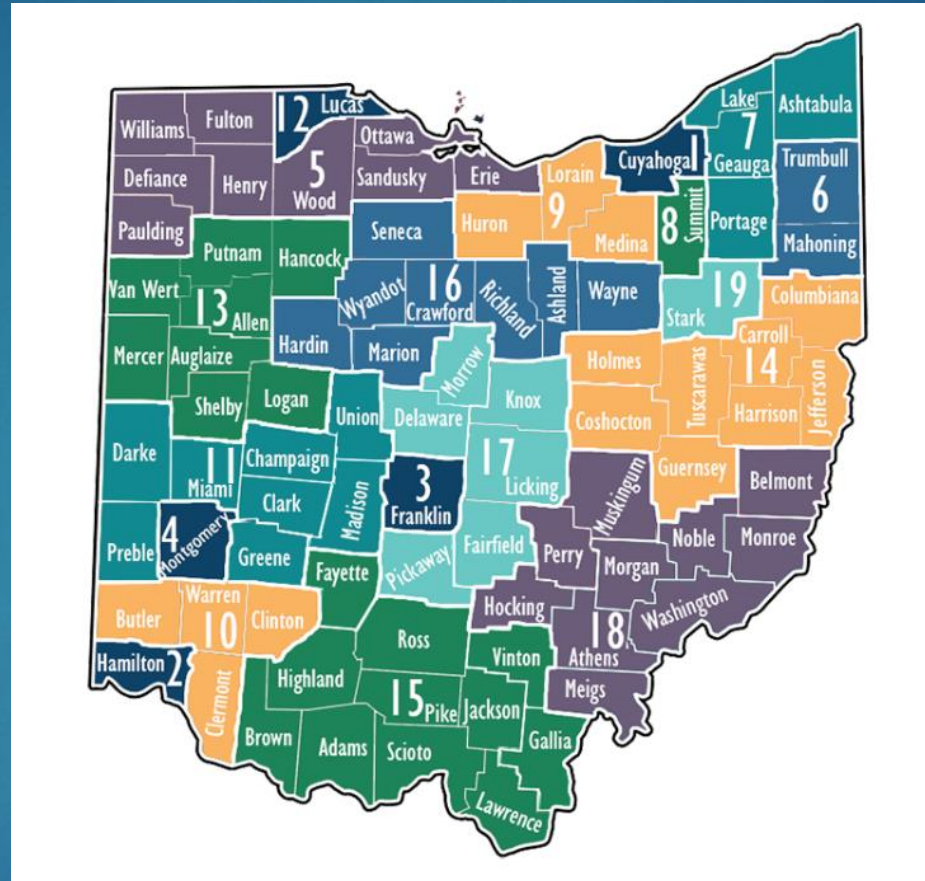
Leadership & Support Staff

- ▶ Director – Linda Bailiff
- ▶ Chief Financial Officer – Abbey DeHart
- ▶ Business Manager – Martha Dinneen

Program Representatives

- ▶ Ashley Ellrod
- ▶ William Gaberle
- ▶ Jennifer Kline (Also the Small Government Administrator)
- ▶ Nick Rose

OPWC Districts



Find your district at: pwc.ohio.gov

OPWC Funding Overview

Current Funding		
SCIP	\$200.0M	
Small Government		\$20.0M
Emergency		\$12.0M
Districts		\$168.0M
RLP	\$ 26.9M	
LTIP	\$ 57.0M	
Clean Ohio	\$ 37.5M	
Total	\$321.4M	

State Capital Improvement Program (SCIP)

- ▶ Created in 1987 and renewed in 1995, 2005 & 2014 by amendments to Ohio Constitution allowing state to use general revenues as debt support and issue general obligation bonds
- ▶ \$175 million/year; FYs 2017-2021
- ▶ \$200 million/year; FYs 2022-2026

State Capital Improvement Program - Eligibility

Applicants	Infrastructure	Funding
✓ Counties	✓ Roads	✓ Grants (90% R/R & 50% N/E)
✓ Cities	✓ Bridges/Culverts	✓ Loans (100%)
✓ Villages	✓ Water Supply	✓ Loan Assistance/Credit Enhancement
✓ Townships	✓ Wastewater	
✓ Water & Sewer Districts	✓ Stormwater	
	✓ Solid Waste	

Local Transportation Improvement Program (LTIP)

- ▶ Provides a portion of motor vehicle fuel tax per year for roads & bridges
- ▶ Annual amount fluctuates with gas tax receipts
- ▶ Grant

Local Transportation Improvement Program - Eligibility

Applicants	Infrastructure	Funding
✓ Counties	✓ Roads	✓ Grants (Up to 100%*)
✓ Cities	✓ Bridges/Culverts	
✓ Villages		
✓ Townships		

SCIP / LTIP Project Selection

- ▶ Funds allocated to 19 District Public Works Integrating Committees on a per capita basis
- ▶ Committees made up of local government & private sector representatives (ORC 164.04)
- ▶ Local decision-making: projects scored/ranked based on factors in state law (ORC 164.06 & 164.14) but methodologies vary by district

Small Government – “Second Chance”

- ▶ Grants & Loans
- ▶ Up to 7 applications per district
- ▶ 30-day cure
- ▶ May selection

Emergency



- Must be an immediate threat to health & safety
- Pre-application must be filled out & reviewed by your Program Rep
- First come, first serve

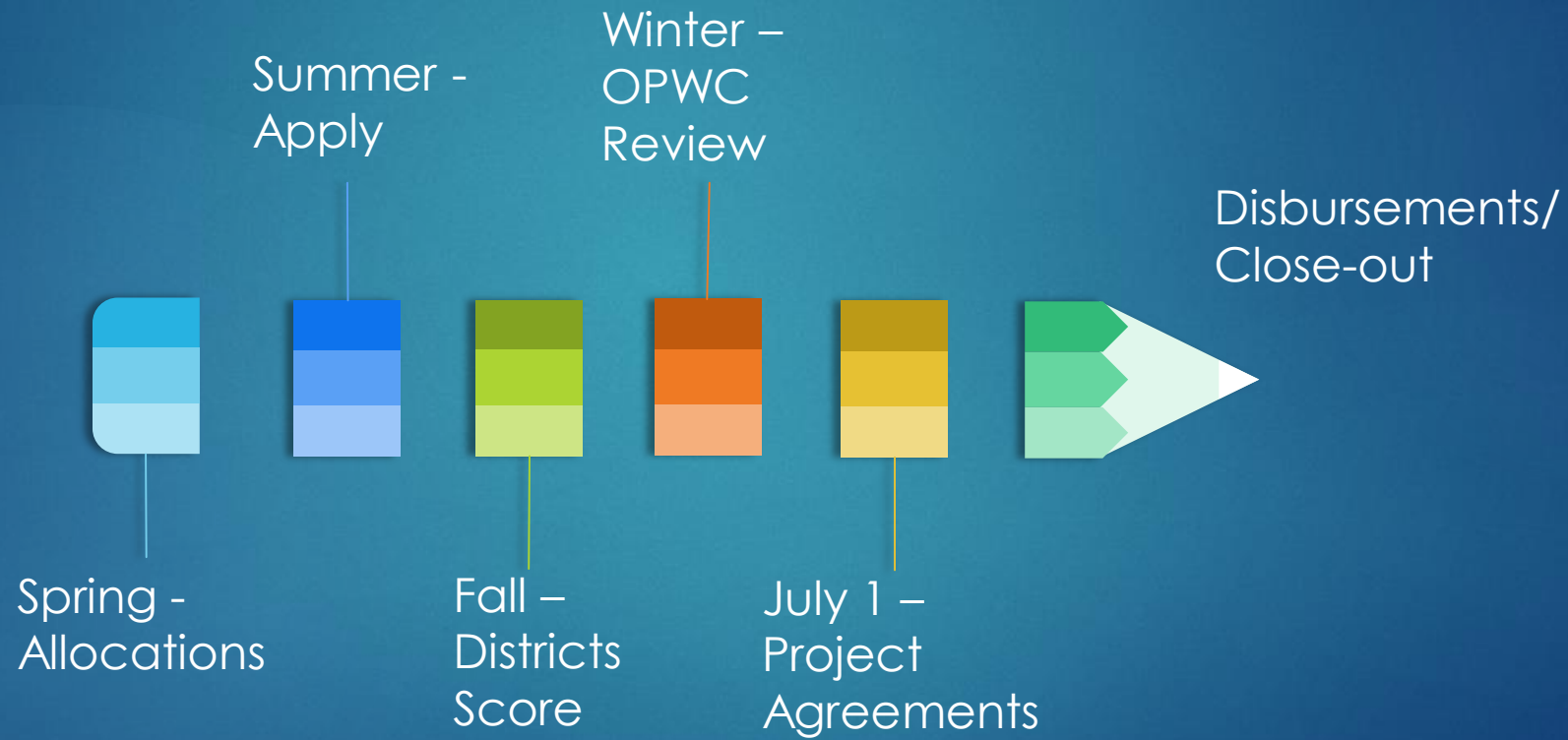


Clean Ohio Greenspace Conservation

- ▶ \$37.5 Million; up to 75% grant
- ▶ 19 NRACs
- ▶ Local governments & conservation 501 (C) (3)s
- ▶ Deed restrictions required; protects in perpetuity



Annual Process



Application Procedures

- ▶ District Integrating and OPWC applications on OPWC website
- ▶ Application materials include samples of required attachments
- ▶ Due dates vary by District

Project Administration

- ▶ Signed Agreement requires an E-signing process – make sure your filters/firewalls are permitting specific domain names
- ▶ Signed disbursement form with supporting documentation for disbursements
 - ▶ Detailed invoices
 - ▶ In-kind documentation
 - ▶ Proof of payment for reimbursement
- ▶ Loan Repayments begin after project completion

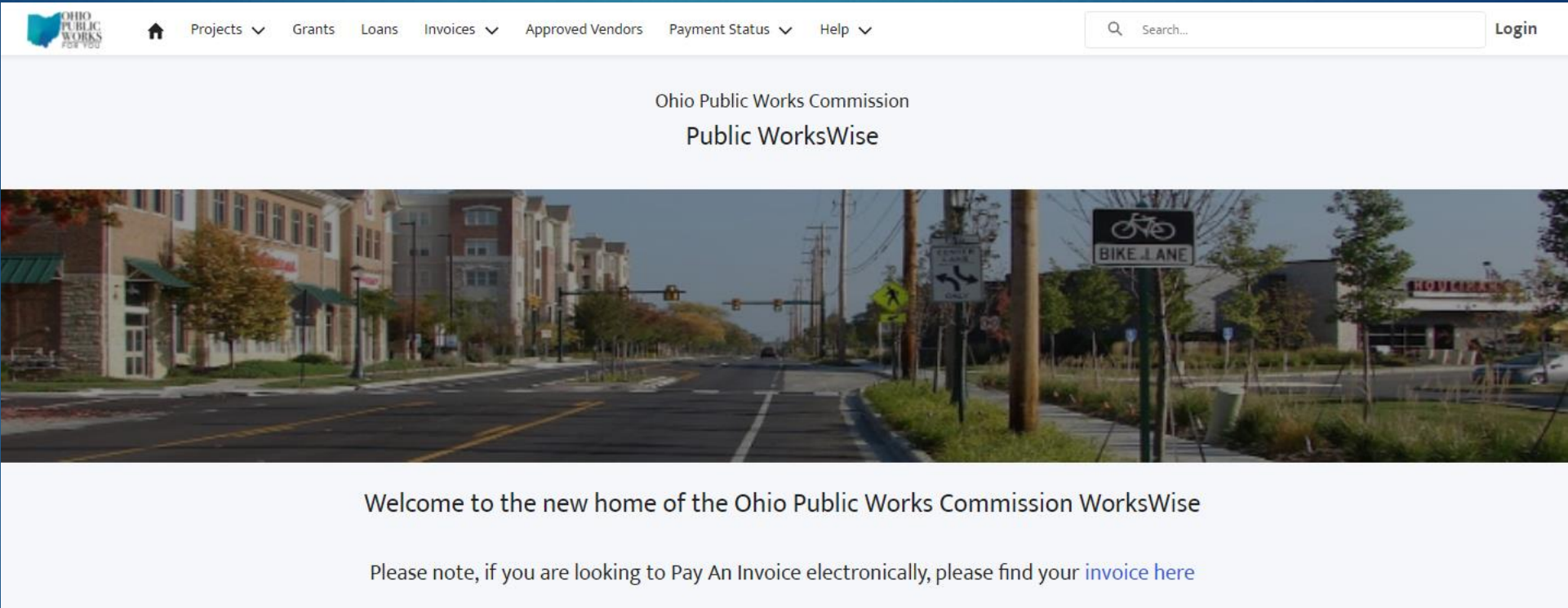
Tips for Success

- ▶ Plan ahead – start early
- ▶ Know the methodology
- ▶ Reach out to your District Liaison and OPWC Program Representative for questions
- ▶ Be selective
- ▶ Be complete, clear and concise
- ▶ Obtain feedback and self-score
- ▶ Attend the meetings at which projects are reviewed



pwc.ohio.gov

OPWC WorksWise Portal



Ohio Public Works Commission

Public WorksWise

Search Results

All

Applications / Projects

Grants / Loans

Disbursements

Accounts

Collapse List

Applications / Projects

1 Result

APPLICATION / PROJECT ID	ROUND	PROJECT NAME	APPLICANT	COUNTY	DISTRICT NUMBER	PROJECT TYPE	STATUS	SUBDIVISION	APPLICATION / PROJECT SYSTEM ID
DKX07	34	Geeding Street Bridge Replacement	Susan Laux	Preble	11	Bridge/Culvert	Approved	Village of Gratis	A/P-SYS-028554

Grants / Loans

1 Result

ASSISTANCE ID	ASSISTANCE TYPE	LOAN NUMBER	DISTRICT	SUBDIVISION	PROJECT NAME	ASSISTANCE AMOUNT	DISBURSED AMOUNT	STATUS
DKX07-0	LTIP		District 11	Village of Gratis	Geeding Street Bridge Replacement	\$136,924.00	\$54,994.24	Pending

Disbursements

5+ Results • Sorted by Relevance

View More

DISBURSEMENT ID	PROJECT ID	SUBDIVISION NAME	STATUS	REQUEST NUMBER	SUBMITTED DATE	EXPENDITURES	OPWC AMOUNT	LOCAL AMOUNT	PROJECT NUMBER
DIS-316734	DKX07	Village of Gratis	Reconciled	3	3/11/2022, 12:26 PM	\$24,772.99	\$24,772.99	\$0.00	DKX07
DIS-318884	DKX07	Village of Gratis	Submitted Item			\$0.00	\$0.00	\$0.00	DKX07
DIS-318883	DKX07	Village of Gratis	Submitted	4	4/8/2022, 2:20 PM	\$14,795.00	\$14,795.00	\$0.00	DKX07
DIS-316735	DKX07	Village of Gratis	Reviewed Item			\$0.00	\$0.00	\$0.00	DKX07
DIS-318331	DKX07	Village of Gratis	Reviewed Item			\$0.00	\$0.00	\$0.00	DKX07

Anywhere, Anytime Project Management
at your fingertips

Ohio Public WorksWise Resources

WorksWise System Overview	Requesting Access to WorksWise	Logging in the First Time	Training Materials and Videos
Latest News/Announcements			

Training Materials

Videos

[Clean Ohio Training for Applicants: HOW TO SUBMIT A CLEAN OHIO APPLICATION THROUGH WORKSWISE PORTAL](#)

[Infrastructure Training for Applicants: HOW TO SUBMIT AN INFRASTRUCTURE APPLICATION THROUGH THE WORKSWISE PORTAL](#)

[Disbursement Training Video](#)

Manuals

[WorksWise General Applicant Manual](#)

[WorksWise How To Submit An Application Training Manual](#)

[WorksWise How To Submit A Disbursement Training Manual](#)

[WorksWise How to eSign Your Project Agreement](#)

pwc.ohio.gov/WorksWise

WorksWise Training

Stay Informed

Sign up for our email notifications!

Can't find what you're looking for? [Contact Us!](#)

Sign up here!

Sign up for Public Works Updates


Sign up to get OPWC news and updates delivered to your inbox.

* Email Address

* First Name

Email Lists

- ☐ Clean Ohio
- ☐ Infrastructure
- ☐ Loan Recipient Updates

By submitting this form, you are consenting to receive marketing emails from: Ohio Public Works Commission, 65 East State Street, Suite 312, Columbus, OH, 43215 United States, <http://www.opwc.ohio.gov>. You can revoke your consent to receive emails at any time by using the  SafeUnsubscribe® link, found at the bottom of every email. [Emails are serviced by Constant Contact.](#)

Sign Up



Thank you!

Nick.Rose@pwc.ohio.gov

William.Gaberle@pwc.ohio.gov



**Thank you for attending the
OCCCD Spring Quarterly Meeting.**

*You will receive an email invitation for HUD
Entitlement and ODOD State Grantee
Breakouts to be held via Zoom.*