

PUBLIC NOTICE:



Home Forward
BOARD OF COMMISSIONERS
will meet on
Tuesday, September 21, 2021
At 5:15 pm
Zoom Register here:

https://homeforward.zoom.us/webinar/register/WN_6L9CS1fySoOaw4J9mi3Bmw



MEMORANDUM

To: Community Partners Date: September 14, 2021

From: Michael Buonocore, Executive Director Subject: Home Forward Board of Commissioners September Meeting

The Board of Commissioners of Home Forward will meet on Tuesday, September 21, 2021 at 5:15 PM virtually using the Zoom platform. The meeting will be accessible to the public via phone and electronic device.

If you would like to provide public testimony or view the meeting, please use this link to sign up:

https://homeforward.zoom.us/webinar/register/WN_6L9CS1fySoOaw4J9mi3Bmw

The commission meeting is open to the public.

AGENDA



BOARD OF COMMISSIONERS MEETING

**HOME FORWARD
135 SW ASH STREET
PORTLAND, OREGON**

VIA ZOOM

https://homeforward.zoom.us/webinar/register/WN_6L9CS1fySoOaw4J9mi3Bmw

SEPTEMBER 21, 2021 5:15 PM

AGENDA

INTRODUCTION AND WELCOME

PUBLIC COMMENT

General comments not pertaining to specific resolutions. Any public comment regarding a specific resolution will be heard when the resolution is considered.

MEETING MINUTES

Topic
Minutes of August 17, 2021 Board of Commissioner Virtual Meeting

MISSION MOMENT

Topic	Presenter
New Columbia Street Mural Project	Alescia Blakely

RESOLUTIONS/REPORTS

Following Reports and Resolutions:			
21-09	Topic	Presenter/POC	Phone #
MOTION	Approve Home Forward Equity Statement	Michael Buonocore Kellie Shaw	503.802.8423 503.802.8563

01	Authorize Execution of a Contract for Design-Build Services for Fairfield Apartments	Amanda Saul Robert Dell	503.802.8552 503.802.8528
02	Authorize Execution and Delivery of Documents for Baldwin PSH Limited Partnership	Amanda Saul Michael Fu	503.802.8552 503.802.8499
03	Authorize Intergovernmental Agreement with City of Gresham for Property Tax Exemption	Jonathan Trutt	503.802.8507
04	Authorize Amendment of the Home Forward Restated Bylaws	Ian Davie	503.802.8565

THE NEXT MEETING OF THE BOARD OF COMMISSIONERS

Home Forward is currently operating in a state of emergency. We will continue to conduct board-related business as it is currently scheduled but will update the public on the venue or forum by which it occurs as we assess the situation.

The next Board Work Session will be on Wednesday, October 6, 2021 at 5:30 PM. The next Board of Commissioners meeting will be Tuesday, October 19, 2021 at 5:15 PM.

EXECUTIVE SESSION

The Board of Commissioners of Home Forward may meet in Executive Session pursuant to ORS 192.660(2). Only representatives of the news media and designated staff are allowed to attend. News media and all other attendees are specifically directed not to disclose information that is the subject of the session. No final decision will be made in the session.

ADJOURN

MINUTES



**BOARD OF COMMISSIONERS MEETING
HOME FORWARD
CONFERENCE CALL
135 SW Ash Street Portland, OR 97204
August 17, 2021**

COMMISSIONERS PRESENT

Vice Chair Matthew Gebhardt, Treasurer Jenny Kim, Commissioners Dina DiNucci, TomiRene Hettman, Vivian Satterfield, Rakeem Washington

STAFF PRESENT

April Berg, Alescia Blakely, Shaun Cox, Ian Davie, Dena Ford-Avery, Tonya Evans, Carolina Gomez, Nassir Idrees, Biljana Jesic, Ben Loftis, Lewis Lyles, Kitty Miller, Kandy Sage, Amanda Saul, Shannon Schmidt, Kellie Shaw, Taylor Smiley Wolfe, Celia Strauss

COUNSEL PRESENT

Sarah Stauffer Curtiss

Vice Chair Matthew Gebhardt convened the meeting at 5:17 PM.

PUBLIC COMMENT

Cathy Millis, resident at Dahlke Manor talked about the state of construction at the property and the continued lack of communication from staff. Millis emphasized the importance to know that the board hears the frustration. On a positive note, she said a newly rehabbed unit has been toured by residents and they are impressed with the results. She thanked the board for the opportunity to participate in the board meetings.

Neil Goodman, resident at Hollywood East raised concerns with how the budgetary process happens and the opportunity to be involved in the early stages of developing the budget. He would like to see that Home Forward finds a way to make air conditioning available to all residents. Goodman is critical of Home Forward's transparency and at the same time maintaining a resident's privacy. He raised frustration with issues at his property: the protocol for receiving packages, lack of involvement by staff to preserve the

Trimet bus stop and the ongoing concern over security around the building. He is hopeful there is a hand in hand way for staff and residents to work together. He wants to be an advocate for good and see Home Forward “man up.”

Vice Chair Gebhardt thanked Goodman for his comments and holding us accountable.

MEETING MINUTES

Minutes of the July 20, 2021 Board of Commissioners Conference Call Meeting

Vice Chair Matthew Gebhardt requested a motion authorizing approval of the minutes for July 20, 2021 Board of Commissioners meeting.

There being no discussion, Commissioner Vivian Satterfield moved to approve a motion for approval, and Treasurer Jenny Kim seconded the motion.

The vote was as follows:

Vice Chair Matthew Gebhardt—Aye
Treasurer Jenny Kim—Aye
Commissioner Dina DiNucci—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Rakeem Washington—Aye

MISSION MOMENT – Summer Lunch Programming at Stephens Creek Crossing

Janellie Mesa, Resident and Community Services Coordinator presented the mission moment and was joined by Nassir Idrees, Resident and Community Services Coordinator both at Stephens Creek Crossing. Mesa presented an overview of the program and then introduced Kelsey Madison and Alicia Hammock from Portland Parks.

Hammock was excited to give the overview of the program, saying of the 21 parks and 10 sites, Stephens Creek Crossing was the only five-day site. Due to COVID last year they did not run the program and were happy to be able to resume this summer. The program runs from June 21 through August 20, Monday through Friday. Parks includes three staff that work with Home Forward staff. Madison said Parks staff have built wonderful relationships with the children, they are greeted daily with enthusiasm and it has been a bonding experience for kids and staff. She spoke of the activities offered that include board games, crafts, recreation along with activities provided by partner organizations. These partnerships are with 1 World Chorus, NW Children’s Theater, Multnomah Arts

Center, Operation Hope and Independent Publishing Resource Center that provided paper craft activities. Because Stephens Creek Crossing has a great outdoor space, they did not need to use the community room for the activities. When staff were asked about their favorite part they said being with the kids. It is a tight knit community that leaves everyone with a positive feeling. Hammock added that the Portland Parks Director only visited this site during the summer.

The summer began without program partners and as noted by Madison, they ended up with ten partnerships this year. Hammock thanked Mesa for being open to what was offered and appreciated all the interactions with staff and residents at Stephen Creek Crossing. Madison also echoed these sentiments and Mesa concluding it has been an outstanding partnership.

Commissioner Vivian Satterfield appreciated the presentation and recalled the first board retreat she attended was at Stephen's Creek Crossing acknowledging the beautiful space. She said the consistency and relief for families is valued and expressed a deep appreciation for Parks and the partners that saw this through the summer months.

Commissioner TomiRene Hettman thanked the bureau and staff for the greater community supporting these families, especially since this was year two without Camp Rosenbaum.

Vice Chair Matthew Gebhardt reiterated Commissioner Satterfield's comments adding the importance of access to a nutritious meal and keeping kids involved and engaged. We appreciate seeing the uplifting faces and everyone's involvement.

In closing, Alicia Hammock gave a shout out to McCoy Park and Alescia Blakely. Blakely plugged the Friday night concert with local jazz musician Norman Sylvester.

CONSENT CALENDAR

Resolution 21-08-02 Authorize Fiscal Year 2020 Audit

Vice Chair Matthew Gebhardt requested a motion authorizing approval of Resolutions 21-08-02.

There being no discussion, Treasurer Jenny Kim moved to approve a motion for approval, and Commissioner TomiRene Hettman seconded the motion.

The vote was as follows:

Vice Chair Matthew Gebhardt—Aye
Treasurer Jenny Kim—Aye
Commissioner Dina DiNucci—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Rakeem Washington—Aye

RESOLUTIONS

RESOLUTION 21-08-03 – Authorize Amendments or Contracts for Construction Management/General Contractor (CM/GC) Services with Colas Construction for the SE Powell Development

Assistant Development Director Amanda Saul presented the resolution. She said the request is for construction and general contract services of the SE Powell project in the amount of \$54,096,236. Construction is anticipated to begin in early October 2021. Saul went onto describe the Intergovernmental Agreement with the Portland Housing Bureau for Home Forward to act as the developer and described the details of the project. Lastly noting that the READ committee previewed the resolution.

Treasurer Jenny Kim asked Saul to describe the contractor, Colas Construction. Saul said Home Forward worked with Colas at Stephens Creek Crossing, saying they are one of very few, if not are the only black owned general contractor in Oregon. We are excited to be working with them again. They were selected through a competitive bid process and Saul shared the facts of the bids they received from subcontractors and suppliers.

There being no further discussion, Vice Chair Matthew Gebhardt requested a motion to approve Resolution 21-08-03. Treasurer Jenny Kim moved to adopt resolution 21-08-03. Commissioner Vivian Satterfield seconded the motion.

The vote was as follows:

Vice Chair Matthew Gebhardt—Aye
Treasurer Jenny Kim—Aye
Commissioner Dina DiNucci—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Rakeem Washington—Aye

RESOLUTION 21-08-04 – Authorize Powell Development Financing

Ben Loftis, Finance Manager for the Powell project presented the resolution noting the next two resolutions will get the project to a financial close. Loftis said last month the board approved the bond financing and this is resolution represents the technical pieces of financing a portion of the costs of constructing and equipping the project. Noting this is a technical resolution, he said this is the only mechanism available to low-income housing tax credit 4%. There is a savings in going this route in bond financing fees as well additional financing costs.

There being no further discussion, Vice Chair Matthew Gebhardt requested a motion to approve Resolution 21-08-04. Commissioner Dina DiNucci moved to adopt resolution 21-08-04. Commissioner Vivian Satterfield seconded the motion.

The vote was as follows:

Vice Chair Matthew Gebhardt—Aye
Treasurer Jenny Kim—Aye
Commissioner Dina DiNucci—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Rakeem Washington—Aye

RESOLUTION 21-08-05 Authorize Execution of Documents in Connection with Financing, Transferring of Property Interests, Development and Operation of SE Powell Development

Loftis continued with describing the “omnibus financing” for the Powell development saying it is a multifaceted resolution that brings us to a financial close, securing funding from Bank of America, OHCS, Portland Housing Bonds, system development charge waivers, permanent tax-exempt bond financing, a lessor note, deferred developer fees and capital contributions. As previously noted, construction is expected to commence in October, as a financial close is targeted in September and a groundbreaking on September 20. With so many partners reviewing the specifics the last-minute details have been included. READ also had a chance to preview the resolution.

Vice Chair Gebhardt is excited about the groundbreaking and appreciated highlighting the partners. He also acknowledged the work of Home Forward staff for pulling together the complicated details.

Commissioner Hettman as a new resident to Portland, shared a story of passing this site and felt there should be housing. She was happy to hear many years later there will be.

Commissioner Satterfield said the site is part of her regular commute and agrees housing is well suited for the site. Although a challenging location she is confident the dream team will pull this together.

Loftis adding, he is a former Cleveland High School graduate and is equally excited.

There being no further discussion, Vice Chair Matthew Gebhardt requested a motion to approve Resolution 21-08-05. Commissioner TomiRene Hettman moved to adopt resolution 21-08-05. Commissioner Vivian Satterfield seconded the motion.

The vote was as follows:

Vice Chair Matthew Gebhardt—Aye
Treasurer Jenny Kim—Aye
Commissioner Dina DiNucci—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Rakeem Washington—Aye

RESOLUTION 21-08-06—Authorize Construction Contracts to Replace the Joyce Phillips Head Start Classroom at Dekum Court

Lewis Lyles, Project Manager presented the resolution requesting approval to build one modular structure and site improvements. Lyles said Dekum Court is home to Albina Head Start's Joyce Phillips classroom and serves approximately twenty children. As development begins at Dekum Court, in partnership with Albina Head Start there is a plan to build classroom space nearby. Lyles presented the details and the cost-effective method of the modular construction. The classroom will be built off site by Boxx Modular. Once built it will be delivered to the site and installed along with necessary site work by a woman-owned business.

Commissioner Satterfield appreciated the highlights and shared her involvement as the board representative on the Dekum redevelopment CAC. The Head Start program she said has a big connection for Faubion grade school and the surrounding families.

Vice Chair Matthew Gebhardt appreciated hearing about the expanded space and the work that went into making this happen.

There being no further discussion, Vice Chair Matthew Gebhardt requested a motion to approve Resolution 21-08-06. Commissioner Vivian Satterfield moved to adopt resolution 21-08-06. Treasurer Jenny Kim seconded the motion.

The vote was as follows:

Vice Chair Matthew Gebhardt—Aye
Treasurer Jenny Kim—Aye
Commissioner Dina DiNucci—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Rakeem Washington—Aye

RESOLUTION 21-08-07 Recognize Chief Financial Officer Peter Beyer

Executive Director Michael Buonocore read the resolution. Before comments were made Vice Chair Matthew Gebhardt requested a motion to approve Resolution 21-08-07. Treasurer Jenny Kim moved to adopt resolution 21-08-07. Commissioner Vivian Satterfield seconded the motion.

The vote was as follows:

Treasurer Jenny Kim—Aye
Commissioner Dina DiNucci—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Rakeem Washington—Aye

Buonocore had sent Beyer a gift to open during the meeting. In opening, Beyer shared a story of how the “bird stamp” held meaning.

Treasurer Jenny Kim said she felt a little betrayed and sad to lose Beyer. Recognizing he is going to a great organization but hoped he wouldn't be a stranger. Kim appreciated all the extra time in explaining things and was happy to find someone who appreciated spreadsheets like she did.

Commissioner Vivian Satterfield thanked Beyer for his stewardship of the financial setting and his thorough explanations, never feeling talked down to. Closing with, “I hope you know, everyone likes Peter.”

Commissioner TomiRene Hettman was sad to see Beyer go. She reflected on meetings as a RAC member watching him in action and now being able to recognize up close his impact. Thank you and for all the DJ’ing done at different events.

Vice Chair Matthew Gebhardt said Beyer will be missed, he has been fantastic to work with and appreciated his attention to complicated and complex material with an ability to explain and make understandable. You have an impressive ability to find creative solutions and happy to know you will still be in the field and area. Central City Concern has been given a huge asset and it is a sad time for us, although we are excited Kandy’s steady hand will take over.

Beyer thanked everyone for the kind words and felt blessed for his fifteen-year tenure at Home Forward. During this time, he worked with eight board treasurers and an array of commissioners. To Treasurer Kim, he thanked her for her flexibility and availability to meet, along with the interest in the details. He added that Kandy truly loves spreadsheets.

As new commissioners came onboard, he has appreciated the dedication they bring, and a recognition of our residents, staff, and what goes on behind the numbers. It’s a great and innovative team of co-workers and Beyer is comforted to know he leaves Home Forward in a strong financial place with dedicated leaders and will be only three blocks away.

Assistant Development Director April Berg thanked Beyer for his work with HUD on Exhibit A, the many lines of credit, saying it has been an honor to work together.

ADJOURN

There being no further business, Vice Chair Matthew Gebhardt adjourned the meeting at 6:34 PM.

Celia M. Strauss
Recorder, on behalf of
Michael Buonocore, Secretary

ADOPTED: SEPTEMBER 21, 2021

Attest:

Home Forward:

Michael Buonocore, Secretary

Damien R. Hall, Chair

MISSION MOMENT

Mission Moment

New Columbia Street Mural Project

<https://www.portland.gov/transportation/safestreetspdx/pbot-healthy-blocks>

RESOLUTIONS

Equity Statement

Composed by Home Forward's Equity Team over the course of 2020 and adopted in 2021 to provide a framework to the agency's equity agenda.

Home Forward was originally founded in 1941 as the Housing Authority of Portland. It was designed, as all American institutions were, to privilege whiteness and disadvantage Black and brown people, despite its stated mission of providing housing assistance to the community in general. Every Home Forward property was built and remains on sovereign Indigenous lands. Home Forward's past injustices continue to cause harm, and current practices uphold white supremacy. The breadth and depth of this can't be fully captured here, but Home Forward must begin to account for some of the impacts:

- As the owner and manager of Vanport, Home Forward actively participated in racist practices that segregated Black and Asian evacuees in certain neighborhoods, following the devastating flood.
- Home Forward policies and practices have deliberately harmed Black and brown people, historically and at present. For example, to perpetuate the damage done by a racist criminal justice system, Home Forward denies housing assistance and terminates participation based on criminal history.
- Home Forward has failed to hire and promote people of color, leading to an overrepresentation of white people in positions of power and leadership.

Home Forward's mission is to assure that the people of the community are sheltered. Its failure to be an anti-racist organization has directly undermined that mission. Home Forward continues to participate in the systemic race-based denial of safe and healthy housing, a basic human right. These realities are unacceptable. Home Forward must do more.

Home Forward must reckon with both past and present in order to create a just future. Home Forward must understand the discrimination and disparate treatment that exist based on race, ethnicity, national origin, gender, gender identity, sexual orientation, class, disability status, geography, age, and other identities. While acknowledging that these many intersecting identities affect how people are impacted by systemic racism, Home Forward must lead with racial equity. Race is the foundation of Home Forward's equity work because it is key to eliminating the racial inequities built into this country's history of racism and white supremacy. Active rejection of anti-Blackness is not possible without prioritizing the Black experience, as those most impacted by systemic racism. This is intentional, and this is vital.



MEMORANDUM

To: Board of Commissioners

Date: September 21, 2021

From: Amanda Saul, Assistant Director
Development & Community
Revitalization
503.802.8552

Subject: Authorize Execution of a Contract
for Design-Build Services for
Fairfield Apartments
Resolution 21-09-01

Robert Dell, Project Manager
503.802.8528

Staff requests the Board of Commissioners approve a resolution authorizing the execution of a pre-construction design-build services contract with Walsh Construction Co./Peter Meijer Architect, PC for the Fairfield Apartments renovation project.

These actions support Strategic Plan Goal, One Portfolio: Our real estate is stable for generations to come and meets the needs of the people and neighborhoods it serves.

BACKGROUND

In 2018, Home Forward began asset managing the Fairfield Apartments for the Portland Housing Bureau (PHB), the current owner. As is standard practice, our asset management department commissioned a capital needs assessment (CNA). The CNA clearly demonstrated that the 110 year old building needed significant upgrades to meet seismic and other health and safety building code requirements. Home Forward applied to Oregon Housing and Community Services for funding in April 2021 and was notified of its award of that funding in July 2021.

The building, which has 82 Single Room Occupancy (SRO) units, will be fully rehabilitated, creating 75 new units which will be a mix of studios and SROs and ground floor community space. The existing tenants will be relocated while the building is rehabbed and will have a

right to return. In addition to the returning tenants, the new project will serve chronically homeless individuals with funding for supportive services from the Joint Office of Homeless Services.

Home Forward will be the developer and the general partner in a Low Income Housing Tax Credit (LIHTC) partnership that will own the property for 15 years, and the sole owner following the dissolution of the LIHTC partnership. The property will continue to be restricted to affordable housing for at least 99 years.

The Board has previously authorized the submission of low-income housing tax credits and funding applications (Resolutions 20-03-04, 21-01-02), the execution of site control documentation (Resolutions 20-03-05, 21-01-03), and the use of the design-build alternative procurement process (Resolution 21-07-02) for the Fairfield Apartments renovation project.

OVERVIEW

In July 2021, Home Forward's procurement department issued a Request for Proposals for Design-Build services. A selection committee comprised of Home Forward property management staff, development staff, and a Board representative reviewed the two responses received. Evaluation criteria were:

- Overall quality and experience of the proposed team;
- The proposed team's portfolio of work;
- Approach to executing the work;
- COBID participation (Oregon's Certification Office for Business Inclusion & Diversity)
- Cost

The selection committee identified the Walsh Construction Co./Peter Meijer Architect, PC team as most qualified to undertake this project.

The cost for pre-construction services is \$68,000. Staff will present a contract amendment for the Guaranteed Maximum Price (GMP) of construction to the Board of Commissioners prior to the financial closing. Prior to financial closing, Home Forward's line of credit and a pre-development loan from PHB will be used to pay for design build services and other pre-development expenses. After financing closing, the construction loan will reimburse Home Forward's line of credit.

CONCLUSION

Home Forward staff requests that the Board of Commissioners authorize execution of a

design-build contract for the Fairfield Apartments renovation project.

Staff presented the content of this resolution to the Real Estate and Development (READ) Committee at its September 10, 2021, meeting.



RESOLUTION 21-09-01

RESOLUTION 21-09-01 AUTHORIZES THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE A CONTRACT WITH WALSH CONSTRUCTION CO./PETER MEIJER ARCHITECT, PC FOR DESIGN/BUILD SERVICES FOR THE FAIRFIELD APARTMENTS RENOVATION PROJECT

WHEREAS, the Contract Review Board of Home Forward previously adopted findings, granted an exemption from competitive bidding and directed the use of the design-build alternative contracting method for use on the Fairfield Apartments renovation project; and

WHEREAS, Home Forward undertook a formal competitive process for procuring design-build services for the Fairfield Apartments renovation project; and

WHEREAS, Walsh Construction Co./Peter Meijer Architect, PC was identified as the most advantageous proposer by the selection committee; and

WHEREAS, the contract will be undertaken in phases, with programming the initial phase and future phases (design and construction) authorized by contract amendments; and

WHEREAS, Home Forward identifies significantly important contracts that support the Home Forward Strategic Plan to be presented to the Board of Commissioners; and

WHEREAS, prior to financial closing, Home Forward's line of credit will be used to pay for Fairfield Apartments' design services and other pre-development expenses; and

WHEREAS, at financial closing, a construction loan will reimburse Home Forward's line of credit for Fairfield Apartments' design and other pre-development expenses;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward hereby authorizes the Executive Director, or his designee, to execute a contract with Walsh Construction Co./Peter Meijer Architect, PC in the amount of \$68,000 for design-build services for the Fairfield Apartments renovation project; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward authorizes the utilization of Home Forward’s line of credit to pay design-build and related costs during the predevelopment of Fairfield Apartments’ renovation.

ADOPTED: SEPTEMBER 21, 2021

Attest:

Home Forward:

Michael Buonocore, Secretary

Damien R. Hall, Chair



MEMORANDUM

To: Board of Commissioners Date: September 21, 2021

From: Amanda Saul Assistant Director, Development & Community Revitalization 503.802.8552 Subject: Authorize the Execution and Delivery of Documents for Baldwin PSH Limited Partnership Resolution 21-09-02

Michael Fu, Project Manager
503.802.8499

Staff requests the Board of Commissioners to authorize the execution and delivery of documents by Home Forward, on its own behalf in its capacity as General Partner of Baldwin PSH Limited Partnership, in connection with development of the Hattie Redmond Apartments, and to authorize the lending of money to said partnership.

This action supports Home Forward's Strategic Plan Goal One Portfolio: Our real estate is stable for generations to come and meets the needs of the people and neighborhoods it serves.

BACKGROUND

Pursuant to Resolution 20-01-02 adopted January 21st, 2020, Home Forward, in partnership with Urban League of Portland, applied for and won funding from Oregon Housing and Community Services ("OHCS") in the form of OHCS Rental Assistance, OHCS Supportive Services Funds, and OHCS PSH Capital Funds to fund the development of the Hattie Redmond Apartments, a new construction 60-unit Permanent Supportive Housing project. In the Spring of 2021, Home Forward was awarded an allocation of Portland Housing Bureau/METRO Bond funds in capital funds to support development. The project is located at 7656-7688 N Interstate Avenue, Portland, Oregon, a site that Home Forward bought in 2016 for future development.

OVERVIEW

Funding sources for the Hattie Redmond Apartments will include tax credit equity, tax-exempt bonds issued by OHCS sold via public offering, OHCS PSH Capital Funds, PHB/METRO Bond funds, one or more sponsor loans from Home Forward, and other funds. We estimate the sources as follows:

Funders	Amount
Investor LIHTC Equity (US Bank CDC)	\$9,640,093
Investor RETC (solar) Equity (US Bank CDC)	\$35,416
Deferred Developer Fee (Home Forward)	\$1,084,823
OHCS PSH Capital Funds	\$8,624,506
PHB/METRO Bond Funds	\$4,411,738
General Partner Equity	\$100
Deferred Ground Lease Payments	\$605,000
Sponsor Loan (MEP & ETO) (Home Forward)	\$164,400
Total	\$24,566,078

Temporary sources include a US Bank construction loan of \$8,334,056 and tax-exempt bonds issued by OHCS in the amount \$12,131,747, combined function as a construction loan.

To support ongoing operations of the project, the Hattie Redmond Apartments will benefit from 60 units of OHCS Rental Assistance, whereby residents will only pay 27% of their income towards rent. Additionally, Supportive Services provided by Urban League of Portland will be funded by OHCS. Tenants will be referred from Multnomah County's Coordinated Access for local residents with lived experience of homelessness and a disability.

The overall budget is \$24.5 million Construction will be approximately \$14,748,988 and includes an owner-controlled construction contingency.

Staff presented a draft of this memo and resolution to the READ committee on September 10, 2021.

CONCLUSION

Staff requests the Board of Commissioners to approve a resolution authorizing the execution and delivery of documents by Home Forward, on its own behalf in its capacity as General Partner of Baldwin PSH Limited Partnership, in connection with the acquisition, financing, and development of the Hattie Redmond Apartments, and to authorize the lending of money to said partnership.



RESOLUTION 21-09-02

RESOLUTION 21-09-02 AUTHORIZES THE EXECUTION AND DELIVERY OF DOCUMENTS BY HOME FORWARD, ON ITS OWN BEHALF AND IN ITS CAPACITY AS GENERAL PARTNER OF BALDWIN PSH LIMITED PARTNERSHIP, TO EFFECTUATE THE ACQUISITION, FINANCING, AND DEVELOPMENT OF THE HOUSING PROJECT KNOWN AS THE BALDWIN APARTMENTS LOCATED IN PORTLAND, MULTNOMAH COUNTY, OREGON

WHEREAS, Home Forward, a public body corporate and politic of the State of Oregon (“**Home Forward**”) seeks to encourage the provision of long-term housing for low-income persons residing in the City of Portland, Oregon (the “**City**”);

WHEREAS, ORS 456.120(18) provides that a housing authority may enter in a partnership agreement with or loan money to an individual, partnership, Housing Authority or other association to finance, plan, undertake, construct, acquire or operate a housing project;

WHEREAS, ORS 456.065 defines “housing project” to include, among other things, “any work or undertaking . . . to provide decent, safe, sanitary urban or rural housings for persons or families of lower income”;

WHEREAS, Home Forward has determined that it is consistent with its purposes to develop a 60-unit affordable housing development known as the Baldwin Apartments (the “**Project**”) on certain real property located at 7690 N Interstate Avenue, Portland, Oregon, 97217 (the “**Property**”);

WHEREAS, the Property is owned by Home Forward;

WHEREAS, for the purpose of carrying out the Project, Home Forward has formed Baldwin PSH Limited Partnership, an Oregon limited partnership (the “**Partnership**”), of which Home Forward is the general partner and Home Forward Development Enterprises Corporation, an Oregon nonprofit corporation (“**HFDEC**”) is a limited partner;

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to authorize Home Forward to ground lease the Property to the Partnership pursuant to a ground lease agreement (the “**Ground Lease**”) in order for the Partnership to develop and operate the Project, and such Ground Lease will be for a term of 99-years with an initial land rent payment of approximately \$2,530,000 (which amount may change based on appraisal and underwriting), and subsequent payments made solely from the Partnership’s Cash Flow (as defined in the Amended Partnership Agreement (defined below));

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project, to accept an award of low income housing tax credits (“**LIHTC Credit**”) from the State of Oregon acting by and through its Housing and Community Services Department (“**OHCS**”);

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to obtain a LIHTC Credit investment in the Partnership of approximately \$9,640,093 (which amount may change based on underwriting) (the “**LP Investment**”) from U.S. Bancorp Community Development Corporation (or one or more of its affiliates) (the “**Investor Limited Partner**”) and to admit the Investor Limited Partner as a limited partner of the Partnership;

WHEREAS, upon the admission the Investor Limited Partner as limited partner of the Partnership, HFDEC shall exit the Partnership;

WHEREAS, as part of the LP Investment, the Investor Limited partner requires that the current Agreement of Limited Partnership of the Partnership be amended and restated in its entirety to reflect the terms of the LP Investment (the “**Amended Partnership Agreement**”);

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to take all actions reasonably necessary to facilitate the LP Investment in the Partnership by the Investor Limited Partner by entering into all reasonably necessary agreements with the Investor Limited Partner and the Partnership (collectively the “**Partnership Documents**”) and by taking such further actions as are reasonably necessary as to facilitate the LP Investment in the Partnership by the Investor Limited Partner;

WHEREAS, Home Forward will be required to enter into a guaranty agreement in favor of the Investor Limited Partner guarantying payment and performance of the obligations and duties of Home Forward under the Partnership Documents;

WHEREAS, the OHCS has approved or will approve the issuance (the “**Bond Issuance**”) of tax-exempt multifamily housing revenue bonds in the approximate amount of \$12,131,747 (the “**Bonds**”);

WHEREAS, to fund the Bond Issuance, the Bonds will be offered for public sale (the “**Public Offering**”);

WHEREAS, Home Forward has or will secure a commitment from U.S. Bank National Association, in its capacity as construction lender (the “**Bank**”), to provide construction financing for the Project in the approximate amount of \$8,036,148 and not to exceed \$10,000,000 (the “**Bank Loan**”);

WHEREAS, Home Forward has or will secure a commitment from OHCS to provide a loan to the Partnership in the approximate amount of \$8,588,884 of Permanent Supportive Housing Funds (the “**PSH Loan**”);

WHEREAS, Home Forward has or will secure a commitment from the City of Portland Housing Bureau (“**PHB**”) to provide a loan to the Partnership in the approximate amount of \$4,411,737 in Metro Affordable Housing Bond funds (the “**PHB Loan**”);

WHEREAS, Home Forward has or will secure a commitment from OHCS to provide a Multifamily Energy Program award to Home Forward in the approximate amount of \$45,150 (the “**MEP Award**”), which Home Forward will loan to the Partnership as part of the Sponsor Loan (defined below);

WHEREAS, Home Forward has or will secure a commitment from the Energy Trust of Oregon (“**ETO**”) to provide an incentive amount to Home Forward of approximately \$119,250.00 (the “**ETO Funds**”), which Home Forward will loan to the Partnership as part of the Sponsor Loan (defined below);

WHEREAS, Home Forward, in its capacity as sponsor of the Project, will loan the proceeds of the MEP Award and the ETO Funds to the Partnership in one or more loans (the “**Sponsor Loan**”);

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to cause Home Forward to enter into an Agreement to Enter into a Rental Assistance Contract for PSH Project Based Rental Assistance and a Rental Assistance Contract for PSH Project Based Rental Assistance (collectively the “**Rental Assistance Contract**”) to subsidize 60 units in the Project with Project-based rental subsidies;

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to authorize the execution and delivery of certain documents pursuant to which the Project will be granted an exemption under the City of Portland’s System Development Charges Exemption Program (the “**SDC Exemption**”);

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to engage Home Forward as the developer and property manager for the Project and to defer a portion of the developer fee for the benefit of the Project, and to engage Urban League, or its affiliate (“**Urban League**”) to provide supportive services to the residents of the Project;

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to authorize the execution and delivery of certain agreements for architectural, construction, property management, resident services, and technical related services related to the Project and such other documentation as may be reasonably required in connection with the architectural, construction, property management, resident services, and technical services related to the Project (the “**Project Documents**”);

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for Home Forward to assign to the Partnership certain Project Documents Home Forward entered into prior to the admission of the Investor Limited Partner as the limited partner;

WHEREAS, the Board of Commissioners of Home Forward desires to consent to these transactions, consent to the documents which will be executed, to grant authority to certain individuals to execute documents on behalf of Home Forward in its own corporate capacity and as the general partner of the Partnership for the benefit of the Partnership, and to ratify certain actions pertaining to these transactions taken prior to the date of this resolution; and

WHEREAS, ORS 456.135 authorizes Home Forward and/or the Partnership to delegate to one or more of its agents and employees such powers as it deems proper.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HOME FORWARD, IN ITS OWN CAPACITY AND ITS SEPARATE CAPACITY AS THE GENERAL PARTNER OF THE PARTNERSHIP, ADOPTS THE FOLLOWING RESOLUTIONS:

1. **RESOLVED**, that Home Forward ratifies and affirms its actions in the formation of the Partnership.
2. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized and directed to enter into and perform its obligations under the Ground Lease and the Conveyance Documents listed on **Exhibit A** attached hereto (whether bearing the name listed or names to similar effect), and all such other documents related to the Ground Lease with such terms and conditions as any single Authorized Officer shall approve (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
3. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized and directed to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, such documents as may be required to receive the LIHTC Credit, including but not limited to the LIHTC Credit Documents listed on **Exhibit A** attached hereto (whether bearing the name listed or names to similar effect), and all such other documents as may be required OHCS with respect to the LIHTC Credit, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

4. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, as the case may be, such documents as may be required to facilitate the LP Investment in the Partnership by the Investor Limited Partner, including but not limited to the Amended Partnership Agreement and the Partnership Documents listed on Exhibit A attached hereto (whether bearing the name listed or names to similar effect), and such other documents as reasonably may be required in connection with the closing of the LP Investment by the Investor Limited Partner, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

5. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized and directed to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, as the case may be, such documents as may be required in connection with the Public Offering and to close on the Bonds, including the Public Offering Documents and the Bond Documents listed on the attached Exhibit A attached hereto, (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the Public Offering and closing of the Bonds, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

6. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized and directed to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, as the case may be, such documents as may be required to close on the Bank Loan, including the Bank Loan Documents listed on the attached Exhibit A attached hereto, (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Bank Loan, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

7. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity of the Partnership, is authorized and directed to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, as the case may be, such documents as may be required to close on the PSH Loan including but not limited to the execution and delivery of the PSH Loan Documents set forth on Exhibit A attached hereto (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the PSH Loan, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

8. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized and directed to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, as the case may be, such documents as may be required to close on the PHB Loan Documents including but not limited to the execution and delivery of those documents set forth on Exhibit A attached hereto, (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the PHB Loan, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

9. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized and directed to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, as the case may be, as the case may be, such documents as may be required to obtain the MEP Award and the ETO Funds including but not limited to the MEP Award Documents and the ETO Documents set forth on Exhibit A attached hereto, (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the receipt of the MEP Award and the ETO Funds, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

10. **RESOLVED**, that Home Forward, in its individual capacity, is authorized and directed to make the Sponsor Loan to the Partnership and, in its individual capacity and in its capacity as general partner of the Partnership, to execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, as the case may be, all such documents as may be required in connection with the Sponsor Loan including but not limited to the Sponsor Loan Documents set forth on Exhibit A attached hereto (whether bearing the name listed or names to similar effect) and such other documents as may be required in connection with the Sponsor Loan, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
11. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized and directed to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, as the case may be, such documents necessary to close on the Rental Assistance Contract, including but not limited to the Rental Assistance Contract Documents set forth on Exhibit A attached hereto (whether bearing the name listed or names to similar effect) and such other documents as may be required in connection with the Rental Assistant Contract, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
12. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized to negotiate, execute, deliver and perform its obligations under, on behalf of Home Forward or the Partnership, as the case may be all such documents necessary to obtain the SDC Exemption, including but not limited to the SDC Exemption Documents set forth on Exhibit A attached hereto (whether bearing the name listed or names to similar effect) and such other documents as may be required in connection with the SDC exemption, all in the form approved by any Authorized Official (such approval to be conclusively demonstrated by the signature of any Authorized Official on such document).
13. **RESOLVED**, that Home Forward is authorized to serve as the property manager of the Project and, in its individual capacity and in its capacity as general partner of the Partnership, is authorized to negotiate, execute, deliver, and perform its obligations

under, either on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to engage Home Forward as property manager of the Project, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

14. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to engage Urban League as resident services provider of the Project, including but not limited to the Project Documents set forth on Exhibit A attached hereto (whether bearing the name listed or names to similar effect) and such other documents as may be required in connection with the resident services related to the Project, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

15. **RESOLVED**, that Home Forward is authorized to serve as developer of the Project and, in its individual capacity and in its capacity as general partner of the partnership, is authorized to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to engage Home Forward as developer and to defer a portion of the developer fee, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

16. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized and directed to negotiate, execute, deliver, and perform its obligations under, either on behalf of Home Forward or the Partnership as the case may be the Project Documents, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

17. **RESOLVED**, that Home Forward is authorized to assign to the Partnership and the Partnership is authorized to assume the Project Documents entered into by Home Forward before the Investor Member was admitted as limited partner, all in the form

approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

18. **RESOLVED**, that Home Forward, in its individual capacity and in its capacity as general partner of the Partnership, is authorized and directed to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits, certificates, letters, government forms, documents, agreements and instruments determined to be necessary or desirable: (i) to give effect to this resolution and/or (ii) to consummate the transactions contemplated herein;
19. **RESOLVED**, that any action required by this resolution is authorized to be taken by the Damien Hall, Chair of the Board, Kandy Sage, Chief Financial Officer, or Michael Buonocore, Executive Director of Home Forward, or the respective designees, successors or assigns of each (each individually, an “**Authorized Officer**”), and each of them acting alone, is authorized to take action as an Authorized Officer, and in the absence of such Authorized Officer, may be taken by the duly authorized acting Chair of the Board, acting Chief Financial Officer of Home Forward, or acting Executive Director of Home Forward, respectively.
20. **RESOLVED**, that Home Forward is authorized to expend such funds (and to cause the Partnership to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution.
21. **RESOLVED**, that any Authorized Officer is authorized to negotiate, execute and deliver on behalf of Home Forward, in its individual capacity and in its capacity as general partner of the Partnership as the case may be, all such other agreements, certificates, and documents, and to take or authorize to be taken all such other actions any Authorized Officer shall deem necessary or desirable to carry out the transactions contemplated by the foregoing resolutions (such determination to be conclusively demonstrated by the signature of any single Authorized Officer on such document); and
22. **RESOLVED**, that to the extent any action, agreement, document, or certification has heretofore been taken, executed, delivered, or performed by an Authorized

Officer named in these Resolutions on behalf of Home Forward (whether in its own capacity or as general partner of the Partnership) or the Partnership and in furtherance of the Project, the same is hereby ratified and affirmed.

This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED: SEPTEMBER 21, 2021

Attest:

Home Forward:

Michael Buonocore, Secretary

Damien R. Hall, Chair

EXHIBIT A

LIST OF TRANSACTION DOCUMENTS

Below is a list of the anticipated transaction documents for the financial closing of the Baldwin Apartments Project:

Partnership Documents

- (a) Letter of Intent
- (b) Amended and Restated Agreement of Limited Partnership
- (c) Development Services Agreement
- (d) Guaranty
- (e) Partnership Management Agreement
- (f) Joint Marketing MOU
- (g) General Partner Certification

Conveyance Documents

- (a) Ground Lease
- (b) Memorandum of Ground Lease

LIHTC Credit Documents

- (a) OHCS 4% Low-Income Housing Tax Credit Reservation and Extended Use Agreement
- (b) OHCS 4% Tax Credit Indemnity and Hold Harmless Agreement
- (c) Reservation and Extended Use Agreement
- (d) OHCS Oregon Affordable Housing Tax Credit Program Declaration of Land Use Restrictions
- (e) Tripartite Agreement

Bond Documents

- (a) Loan Agreement
- (b) Regulatory Agreement
- (c) Operating Agreement and Declaration of Restrictive Covenants
- (d) Tax Certificate and Agreement
- (e) Priority and Subordination Agreement
- (f) Post-Issuance Compliance Responsibilities

Public Offering Documents

- (a) Preliminary Official Statement
- (b) Rule 15c2-12 Certificate of Borrower
- (c) Official Statement
- (d) Continuing Disclosure Agreement
- (e) Remarketing Agreement

Bank Loan Documents

- (a) Construction Loan Agreement
- (b) Construction Loan Promissory Note
- (c) Line of Credit Instrument Leasehold Trust Deed, Assignment of Leases and Rents Security Agreement and Fixture Filing (Security for Construction Loan)
- (d) Environmental Indemnification Agreement
- (e) Assignment of Partnership Interests, Capital Contributions, and Credits
- (f) Assignment of Development Services Agreement
- (g) Consent to Assignment of Contractor's Agreement and Sworn Construction Cost Statement
- (h) Consent to Assignment of Architect/Engineer's Agreement and Certificate
- (i) Completion Guaranty Agreement
- (j) Assignment of Construction and Development Documents
- (k) Payment Guaranty Agreement
- (l) Assignment of Property Manager Agreement
- (m) Assignment of Agreement to Enter Into Rental Assistance Contract
- (n) Consent to Assignment of Agreement to Enter Into Rental Assistance Contract as Security for Financing

PSH Loan Documents

- (a) Funds Reservation Letter
- (b) Permanent Supportive Housing Capital Funding Program Loan Agreement (Construction and Permanent)
- (c) Promissory Note
- (d) Permanent Supportive Housing Line of Credit Leasehold Trust Deed, Security Agreement, Fixture Filing and Assignment of Leases and Rents
- (e) Repayment and Completion Guaranty
- (f) Project Management Agreement

PHB Loan Documents

- (a) BOLI Compliance Agreement (State Prevailing Wage)
- (b) Inclusionary Housing Covenant
- (c) Metro Housing Bond Program Loan Agreement (Construction and Permanent)
- (d) Metro Bond Regulatory Agreement and Declaration of Land Use Restrictive Covenants
- (e) Promissory Note (Metro Housing Bond)
- (f) Line of Credit Leasehold Trust Deed, Security Agreement, Fixture Filing and Assignment of Leases and Rents
- (g) PHB Operating Deficit Reserve Agreement
- (h) PHB Transition Reserve Agreement
- (i) Replacement Reserve Agreement
- (j) Tax Acknowledgment
- (k) System Development Charge Exemption Regulatory Agreement (Rental)

MEP Award Documents

- (a) Multifamily Energy Program Incentive Reservation Agreement
- (b) Multifamily Energy Program Grant Agreement and Declaration of Restrictive Covenants
- (c) Multifamily Energy Program Assignment and Assumption Agreement and Declaration of Restrictive Covenants

ETO Documents

- (a) Energy Trust of Oregon Award Letter

Sponsor Loan Documents

- (a) Promissory Note
- (b) Leasehold Trust Deed

Rental Assistance Contract Documents

- (a) Agreement to Enter Into Rental Assistance Contract for PSH Project Based Rental Assistance
- (b) Contract for PSH Project Based Rental Assistance

SDC Exemption Documents

- (a) SDC Exemption Regulatory Agreement

Project Documents

- (a) Resident Services Agreement and/or Memorandum of Understanding
- (b) Services Contract for Permanent Supportive Housing (PSH)
- (c) Rental Assistance Contract for Permanent Supportive Housing (PSH)
- (d) Supportive Services Agreement and/or Memorandum of Understanding



MEMORANDUM

To: Board of Commissioners
Date: September 21, 2021

From: Jonathan Trutt, Director
Development & Community
Revitalization
503.802.8507
Subject: Authorize Intergovernmental
Agreement with City of Gresham
for Property Tax Exemption
Resolution 21-09-03

Staff requests the Board of Commissioners to authorize Home Forward to execute an Intergovernmental Agreement (IGA) with Gresham. The IGA outlines the terms under which Home Forward may elect to provide property tax exemption to new affordable housing developments within Gresham.

This action supports Forward's One System Strategic Plan Goal: We will work tirelessly to add more affordable housing in our community, regardless of our role or ownership stake, in alignment with other systems of care.

BACKGROUND

Property tax exemption is an effective affordable housing financing tool because it increases the private mortgage a project can obtain. For any given project, a larger private mortgage translates into less reliance on limited state and local funding sources such as general obligation bonds.

Oregon law allows for affordable housing property tax exemptions through a variety of methods.

- One common method—utilized by non-for-profit developers in Portland—relies on the approval of local taxing jurisdictions.

- Housing authority property ownership is another route to property tax exemption.
 - Affordable apartments in properties owned by Oregon housing authorities receive property tax exemption so long as they are income- and rent-restricted at or below the 80% of area median income level.
 - This exemption is available to a project even when a housing authority has an extremely limited role in its development and operations—e.g. a 0.01% ownership stake, no fiduciary responsibilities and no role in daily operations (a “Limited Partner Role.”)
 - Property tax exemption provided via a housing authority’s Limited Partner Role does not require approval by any local taxing jurisdictions.

OVERVIEW

In recent months, Gresham and Home Forward staff explored the idea of a property tax exemption for new affordable housing via a Limited Partner Role. Key discussion themes included:

- A commitment to work collaboratively as jurisdictional partners.
- The need to balance affordable housing financing benefits with the necessity of funding core city services.
- A desire to provide a transparent, mutually agreed-upon set of criteria to affordable housing developers pursuing projects within Gresham.

These discussions resulted in the attached IGA. Key elements of the IGA include:

- A lump sum payment in lieu of taxes shared by Gresham and Home Forward.
 - Gresham will receive 60% of this payment.
 - Home Forward will use its share of the payment towards resident services efforts within Gresham.
- An agreement that Home Forward will offer property tax exemption via a Limited Partner Role only to projects that meet both Home Forward and Gresham requirements.
- Limitations on time and extent. Property tax exemption will be available only to four new construction projects and the agreement expires on June 30, 2023.

CONCLUSION

Executing the IGA can help expand Gresham’s affordable housing supply without subjecting Home Forward to development or operational risk. Staff recommends that the Commissioners authorize Home Forward to enter into the attached IGA with Gresham.

ATTACHMENT

Exhibit 1 – Intergovernmental Agreement Between the City of Gresham and Home Forward



RESOLUTION 21-09-03

RESOLUTION 21-09-03 AUTHORIZES THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM REGARDING PROPERTY TAX EXEMPTION FOR AFFORDABLE HOUSING

WHEREAS, Multnomah County faces an affordable housing shortage;

WHEREAS, property tax exemptions are an effective affordable housing financing tool that decreases reliance on state and local capital funding sources;

WHEREAS, the City of Gresham recognizes property tax exemption's value as an affordable housing financing tool;

WHEREAS, per Oregon law, Home Forward can provide property tax exemptions to affordable housing efforts spearheaded by other organizations;

WHEREAS, consistent with Gresham's affordable housing development goals, Home Forward wishes to provide property tax exemption to new affordable housing developments within Gresham spearheaded by other organizations;

WHEREAS, Gresham and Home Forward have jointly drafted an Intergovernmental Agreement regarding property tax exemption for new affordable housing;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward authorizes and directs the Executive Director to execute an Intergovernmental Agreement with the City of Gresham substantially in accordance with the document attached as Exhibit 1.

ADOPTED: SEPTEMBER 21, 2021

Attest:

Home Forward:

Michael Buonocore, Secretary

Damien R. Hall, Chair

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GRESHAM AND HOME FORWARD
City of Gresham Contract No. 311134

This agreement (Agreement) is made and entered into by and between the City of Gresham (Gresham), a municipal corporation in the State of Oregon, and Home Forward (HF), a housing authority and a public body corporate and politic of the State of Oregon, (each, a Party and together, the Parties) effective as of 9/8/2021.

RECITALS

- A. WHEREAS, Gresham and HF have a shared vision for providing affordable housing to meet the needs of its community members; and
- B. WHEREAS, a property tax exemption is essential to the development and operations of certain properties as regulated affordable housing; and
- C. WHEREAS, per Oregon Revised Statute (ORS) 307.092, HF has statutory authority as a general partner, limited partner, director, member, manager or general manager, if the property is leased or rented to persons of lower income for housing purposes, for the property to be exempt from all taxes and special assessments, which includes property tax assessments by Gresham; and
- D. WHEREAS, HF recognizes the financial impacts to Gresham for employing its statutory rights under ORS 307.092; and
- E. WHEREAS, HF has made an organizational decision to date not to employ its statutory rights for other affordable housing developers without the agreement of Gresham; and
- F. WHEREAS, effective the date of execution, Gresham and HF wish to establish an intergovernmental agreement going forward that would establish general parameters, criteria and obligations for a program by which Gresham and HF would collaborate on reviewing and approving qualifying projects for property tax exemption for affordable housing developers other than Home Forward; and
- G. WHEREAS, HF has established and will maintain its own policy (EXHIBIT A) to furnish property tax exemption to other affordable housing developers unable to utilize ORS 307.540, provided that requirements and conditions established by HF are satisfied; and
- H. WHEREAS, HF has established a methodology for calculating the fee associated with Home Forward's participation as a special limited partner in an affordable housing project's ownership structure ("SLP Fee") (EXHIBIT B); and
- I. WHEREAS, Gresham has established and will maintain its own program criteria (EXHIBIT C) with additional requirements and conditions for eligible projects to receive approval by HF for the property tax exemption, and HF agrees that it will not approve qualifying projects from other developers that do not meet Gresham's program criteria; and
- J. WHEREAS, execution of this Agreement does not prohibit Gresham from further establishing other economic development incentives as applicable by Oregon Revised Statutes; and

Now therefore, for good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, it is agreed by and between Gresham and HF as follows:

DEFINITIONS

In addition to the definitions above, capitalized terms used in this Agreement have the definitions set forth in this section.

“Person of Lower Income” or “Family of Lower Income” means a person or family, residing in the state, whose income is not greater than 80 percent of the area median income, adjusted for family size, at the time the person or family moves into the residential unit, as determined by the Housing and Community Services Department using United States Department of Housing and Urban Development information.

“Affordable Housing” means land and improvements for residential units occupied by a Person of Lower Income or Family of Lower Income.

TERMS OF AGREEMENT

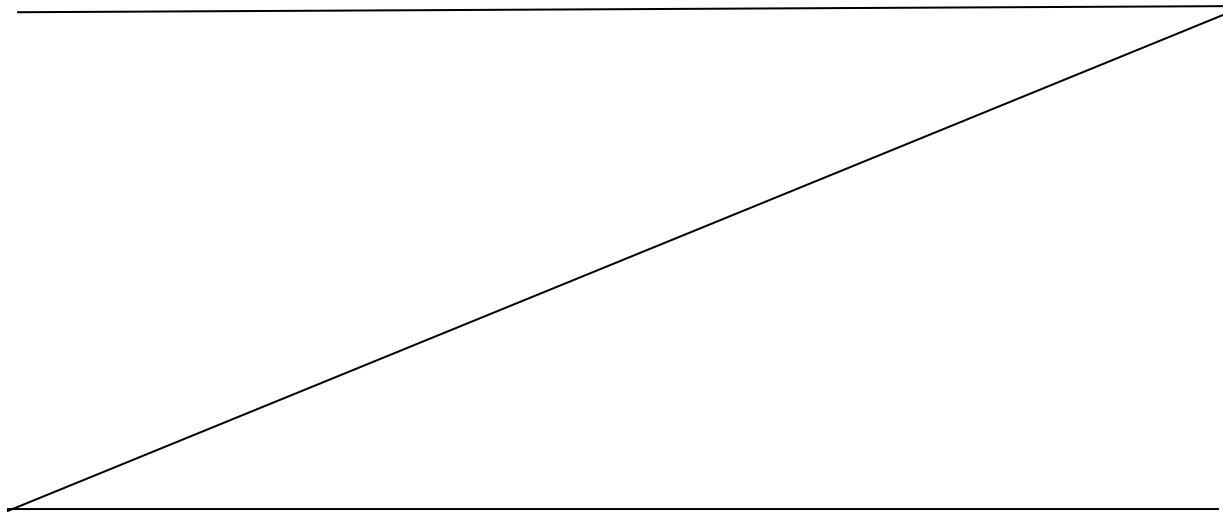
1. HF shall serve as primary contact for reviewing/approving requests from Affordable Housing developers wishing to receive property tax exemption from Gresham per ORS 307.092. Gresham agrees to refer any inquiries about the program to HF. Gresham and HF mutually agree to update each other on any potential projects where this option is potentially applicable. Primary staff contacts for this Agreement for each Party are as follows:
 - Gresham: Eric Schmidt, Assistant City Manager, eric.schmidt@greshamoregon.gov
 - HF: Jonathan Trutt, Director of Development and Community Revitalization, jonathan.trutt@homeforward.org
2. Home Forward’s Application Processing Obligations. Upon receipt of a formal application from an Affordable Housing developer to establish a special limited partnership with HF for purposes of receiving a property tax exemption from Gresham, HF shall notify Gresham of such application and forward to Gresham within 10 business days. HF will be responsible for coordinating with the applicant as needed to meet applicable program criteria and for providing period updates to Gresham on the application review process. Home Forward will also be responsible for issuing conditional and final approvals following confirmation from Gresham that the application has met Gresham’s program criteria.
3. Gresham’s Application Processing Obligations. Upon receipt of the application from HF, Gresham will review the proposed project in accordance with its own program criteria. Gresham will provide HF comments within 10 business days of receipt of the initial application or subsequent drafts, indicating whether the application has met Gresham’s program criteria.
4. Gresham and HF will coordinate regarding their respective application analyses under Exhibits A and C.

5. Gresham and HF agree that projects approved through this program will receive a 20 year tax exemption. After 20 years, upon mutual agreement of both Parties, the property tax exemption may be renewed if the project is still in compliance with HF and Gresham policies, requirements, and conditions and a newly calculated SLP fee is paid by the applicant and distributed in accordance with this Agreement.
6. HF agrees to split the SLP fee received, as calculated in Exhibit B, for a given project within Gresham. HF agrees to remit in one lump sum payment to Gresham 60% of the SLP fee received within 30 calendar days of receipt of the SLP fee from the applicable Affordable Housing developer.
7. HF agrees to utilize its portion of the SLP fee within the Gresham city limits for the primary purpose of providing resident services for community members.
8. Gresham and HF wish to establish this as a “pilot program”. As such, this Agreement expires June 30, 2023. Either Party may terminate the Agreement at any time prior to that expiration date by providing a minimum sixty (60) days written notice to the other Party. This Agreement may be extended in one-year increments with not less than ninety (90) days prior written notice and the mutual consent of both Parties in writing. Projects wishing to be considered must submit their complete application and application fee prior to June 30, 2023. Any project approved by HF per this Agreement must complete their efforts to admit HF as a Special Limited Partner into the owning partnership within 2 years of said approval.
9. Gresham and HF may establish rules and practices necessary to carry out this Agreement. Such rules and practices shall be put in writing and bear the signatures of the Gresham City Manager (or designee) and HF Executive Director (or designee) to signify mutual agreement. Rules and practices adopted under this paragraph shall not modify the terms of this Agreement.
10. Gresham and HF agree that for the duration of this base Agreement, unless mutually agreed upon, this program can only be utilized for four (4) qualifying projects.
11. Unless mutually agreed upon, HF agrees as part of this pilot program to only agree to a special limited partnership per ORS 307.092 for qualifying ground up, new construction of affordable multi-family residential rentals within the Gresham city limits.
12. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall hold harmless, indemnify and defend the other and its officers, employees and agents from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of a violation of law which arises out of or results from the willful misconduct or negligent acts or omissions of the indemnitor, its officers, employees or agents.
13. Gresham and HF are the only Parties to this Agreement and are the only Parties entitled to enforce its terms and the sole beneficiaries hereof. Nothing in this

Agreement gives, or is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the right and benefits enjoyed by the general public.

14. Gresham and HF may respectively amend the terms of Exhibits A and Exhibit C without amending the Agreement provided the Party making the amendment notifies the other Party and the amendment is consistent with the terms of the Agreement.
15. This Agreement may be executed in counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

Note: Agreement continues and signatures on following page.



The parties by execution of this Agreement hereby acknowledge that they have read and understand this Agreement, that each has the authority to sign and bind respectively Gresham and HF and that Gresham and HF shall be bound by its terms and conditions.

CITY OF GRESHAM

Home Forward

Nina Vetter, City Manager

Michael Buonocore, Executive Director
Home Forward

Date

Date

APPROVED AS TO FORM:
CITY OF GRESHAM

City Attorney's Office

Exhibit A

Proposed Policy

Consistent with the terms of the Agreement, Home Forward will furnish property tax exemption to affordable housing developers, provided that the requirements and conditions below are satisfied.

Threshold requirements

- Project rent and income levels that, on average, provide affordable housing (as defined by the federal Low Income Housing Tax Credit program) to households at or below 60% of area median income.
- An affordability commitment consistent with Low Income Housing Tax Credit (LIHTC) requirements that lasts at least 60 years.
- An ownership structure in which Home Forward
 - Serves as a special limited partner (within a limited partnership) or non-managing member (within a limited liability company)
 - Provides no guarantees and
 - Accepts no underwriting, operational or fiduciary responsibilities.
- Sole recourse in the event of any default is limited to Home Forward's partnership or member interest.
- Full indemnification by the general partner / managing member for any and all claims arising from our participation in the project, including but not limited to any environmental claims.
- Evidence from the developer that
 - The property tax exemption is necessary for the project's sources and uses to balance appropriately.
 - The project's development budget does not rely on any applications for competitive federal, state or local funding sources for which Home Forward is also applying.
- Property tax exemption in proportion to a project's percentage of LIHTC units. For example, a project comprised of 40% LIHTC apartments would be eligible for a 40% property tax exemption in accordance with the terms of the next bullet.
- Payment of a fee (which may be a portion of the development fee for the project) equal to the lesser of \$1,000,000 or 25% of the value of full property tax exemption for 20 years, assuming a 3% annual increase per in property tax costs, discounted back at the current U.S 20 Year Treasury Rate. Such payment becomes due upon Home Forward's admission to the ownership structure
- Home Forward's right of refusal to purchase the property. at the end of the fifteen year federal compliance period at the Minimum Purchase Price as defined by U.S.C. 26 Section 42 (i)(7). Such right of refusal may be subordinate to any refusal rights granted to the general partner or managing member.
- The right to withdraw from the partnership under certain circumstances—e.g. non-compliance with affordability covenants, acts of fraud, negligence, etc.
- Payment by the applicant of all Home Forward legal costs associated with providing property tax exemption.

Exhibit B

Home Forward's Special Limited Partnership (SLP) Fee Calculation

Purpose:

The purpose of this document is to explain how Home Forward will calculate the fee associated with Home Forward's participation as a special limited partner in an affordable housing project's ownership structure ("SLP Fee"). Our goal is to provide a transparent, predictable fee methodology such that affordable housing developers can determine, during a project's initial underwriting, whether to seek Home Forward's participation as a special limited partner.

Fee Overview:

- For the purpose of this fee, "affordable housing" means rental units with maximum rents and initial household income levels equal consistent with federal Low Income Housing Tax Credit (LIHTC) requirements.
- The SLP fee is a one-time fee equal to the lesser of \$1,000,000 or 25% of a full property tax exemption for 20 years, assuming a 3% annual increase in property tax costs, discounted back at the current US 20 year Treasury rate. The annual property tax is calculated using the Multnomah County's Assessors methodology for calculating property tax payments.
- The SLP Fee becomes due upon Home Forward's admission to the ownership structure.
- The SLP Fee calculation is property/project specific.
- The SLP Fee is nonrefundable, even in the event of Home Forward's withdrawal from the ownership structure.

Calculation:

The SLP fee to Home Forward is calculated as 25% of the potential 20 year total of property tax payments using Multnomah County's Assessors methodology, with annual 3% escalations and discounting using the 20 year Treasury rate:


$$SLP\ Fee = 25\% \left(\sum_{k=0}^{19} \frac{(1.03)^k PTP_0}{(1 + t_0)^k} \right)$$

where

$$Property\ Tax\ Payment = PTP_0 = \frac{NOI * Change\ Property\ Ratio * Levy\ Code\ Millage\ Rate}{Capitalization\ Rate}$$

Please see an explanation of each item in the equation below.

Variable	Explanation
t_0	This is the US 20 year Treasury rate quoted for the month of financial closing .
Net Operating Income (NOI)	<p>This is the project’s annual net operating income, which is defined as in OHCS’s pro forma:</p> <p>Net Operating Income Formula:</p> <p style="padding-left: 40px;">Rental Income*</p> <p style="padding-left: 40px;">+ Other Income</p> <p style="padding-left: 40px;">- Vacancy</p> <p style="padding-left: 40px;">- <u>Operating Expenses**</u></p> <p style="padding-left: 40px;">= Net Operating Income</p> <p>*Rental Income is only residential rental income. **Note for calculation purposes, Operating Expenses will have no real estate property taxes. Note for calculation purposes, outlier values for operating expenses will be brought to a reasonable industry standard.</p>
Changed Property Ratio	<p>The Changed Property Ratio is published by Multnomah County annually. See https://multco.us/assessment-taxation/reports. Look for the pdf under “Changed Property Ratios.”</p> <p>Note that column (7XX) Residential will be used and the corresponding row for if the project is located in Wood Village, Troutdale, Gresham, Fairview, or the balance of Multnomah County.</p>
Levy Code Millage Rate	<p>Levy Code Area Rate Sheets are published for tax years by Multnomah County. See https://multco.us/assessment-taxation/reports. Look for the pdf under “Levy Code Area Rate Sheets.”</p> <p>Note the row with the project’s Levy Code Area will be used and the corresponding column of “Total All Rates.” Take that rate and divide by 1000 to calculate the Levy Code Millage Rate.</p> <p>To look up a project’s Levy Code Area, simply look to a recent Property Tax bill from Multnomah County. It’s printed on the statement, as below:</p>

	 INTS DR 6, LOT 3 BL 6600 CODE AREA: 201 ← ACCI 2014-15 CURRENT TAX E
Capitalization Rate	The Capitalization Rate is the market capitalization rate as published in Multifamily NW's Apartment Report. This is published bi-annually. This capitalization rate is typically contained in a table named the "Trend Report for the Portland Metro Area". All projects in Multnomah County will use this capitalization rate. The most recent quarter will be used as the value.

Example:

A project developer is interested estimating the payment required for Home Forward's participation as a special limited partner in their project. Assume this calculation takes place in fall 2019. This project is 180 units. It has an Net Operating Income (NOI) of \$1,600,000, assuming no residential property taxes as an above the line operating expense. The 2019 Changed Property Ratio for Gresham and the Multi-Family class is 0.478. The Levy Code for the property is 901 and for the 2018-2019 Tax Year the millage rate was 17.0614. Dividing this by 1000, gives the Levy Code Millage Rate of .0170614. The published Spring 2019 Multifamily NW capitalization rate was 5.5% for the 4Q2018 (most recent data). The US 20 year treasury for the month of September 10th, 2019 was 3.02%.

Summarizing above:

t_0	3.02%
NOI (OHCS proforma)	\$1,600,000
Changed Property Ratio (Gresham, Multi-Family)	0.478
Levy Code Millage Rate (Levy Code 901)	.0170614
Capitalization Rate	5.5%

Therefore:

$$PTP_0 = \frac{1,600,000 * 0.478 * .0170614}{0.055} = \$237,246.52$$

$$SLP \text{ Fee} = 25\% \left(\sum_{k=0}^{19} \frac{(1.03)^k * X}{(1 + .0302)^k} \right) = \$1,184,047.39$$

Due to the "lesser of" component of the SLP Fee, the SLP fee for this hypothetical project would be \$1,000,000.

Exhibit C

Proposed Policy

Gresham, in partnership with HF's utilization of ORS 307.092, agree to furnish property tax exemption, provided that the requirements and conditions below are satisfied.

The Gresham City Manager or designee will review development proposals provided to Home Forward and recommend support based on the following Threshold Requirements.

City of Gresham Threshold Requirements:

- An affordability commitment consistent with Low Income Housing Tax Credit (LIHTC) requirements that lasts at least 60 years, with the added requirement that Gresham and Home Forward will be copied on any required compliance reporting to Oregon Housing & Community Services (OHCS) related to their LIHTC approvals.
- Development will provide on-site property management and provide the contact information for such to the City of Gresham.
- The property will provide no more than two hundred fifty (250) regulated affordable units.
- The property must be located within a City of Gresham Design District.
- Consistent with Gresham's goals for equitable housing development, investments should demonstrate increased choice for residents on where to live. This includes:
 - Providing new affordable housing in high opportunity neighborhoods and sites. This would include sites that have good access to educational, economic, recreational opportunities in addition to access to transit. Proposals should demonstrate an analysis, to the satisfaction of the City, of these opportunities and community assets in relation to the project area by utilizing resources including the [Opportunity Atlas](#) or other tools.
 - Increasing affordable housing in areas with existing underserved diverse populations, including areas with increasing housing cost. For investments in these areas, the project must demonstrate, to the satisfaction of the City, community development opportunities that will increase overall services in the neighborhood. Gresham will support development proposals by providing summary level demographic and socioeconomic data
- Developer will provide the OHCS Affirmative Fair Housing Marketing Plan and OHCS Resident Services Plan to the City of Gresham.
- Development proposals will abide by best practices to affirmatively further fair housing and will incorporate practices to reduce and eliminate barriers to housing for historically marginalized communities.
- Development proposals will be assessed by taking proactive steps to foster more inclusive communities and access to community assets for all regardless of protected class status under fair housing laws, including: address significant disparities in access to community assets, overcome segregated living patterns and support and promote integrated communities, end racially and ethnically concentrated areas of poverty, and foster and maintain compliance with civil rights and fair housing laws.

- Dwelling Units will be maintained in a safe, clean, and habitable condition. The Project will be managed consistent with all City, State, and Federal regulations to meet standards of fire, health, and life safety. A rental housing license is required to maintain or operate a residential rental property in Gresham.
- Owner will provide tenants the City's "Rights and Responsibilities of Tenants and Landlords" form.
- Gresham retains the right to engage Home Forward if concerned about the property management or maintenance of the property.



MEMORANDUM

To: Board of Commissioners
Date: September 21, 2021

From: Ian Davie
Deputy Executive Director
503.802.8565
Subject: Authorize the Amendment of the
Home Forward Restated Bylaws
Resolution 21-09-04

The Board of Commissioners is requested to approve a resolution that amends the Home Forward bylaws to clarify the maximum terms and permissible re-election of officers.

This action supports the “one agency” effort of the strategic plan as we “evolve and improve our ability to serve our community.”

BACKGROUND

Bylaws serve a vital purpose of establishing basic powers and high-level functioning of the agency while guiding many of the actions of Home Forward’s Board of Commissioners. Bylaws provide a degree of decision-making authority and flexibility to a Board Chair to ensure that she or he can manage the Board of Commissioners and any attendant issues. However, it’s worth mentioning that bylaws can also be clunky given that they are a legal document based on state law, in this case Oregon’s Housing Authorities Law, codified at Oregon Revised Statutes (ORS) 456. Thus, a periodic review can often help clarify bylaws and ensure that they are compliant with state law, but also provide and maintain the flexibility necessary to manage an agency like Home Forward.

In May 2019, the Board of Commissioners adopted amended bylaws which primarily established protocols relating to Attendance and Leave of Absence, addressed Board of Commissioners officer eligibility, and cleaned up other prior drafting errors. In March 2021, the Board of Commissioners further amended the bylaws to establish the Committee for Advancing Racial Justice and to clarify the ability to hold emergency meetings.

OVERVIEW

During 2021, staff identified language in the bylaws which created confusion about whether officers of the Board of Commissioners could serve subsequent or additional terms. The Executive Director referred the question to legal counsel Stoel Rives which advised via a written proposed draft of the bylaws. The relevant additions have been incorporated into the proposed bylaws attached to this memorandum, in particular:

- Clarifies the ability to re-elect elected officers (Article III, Section 3.8; Article III, Sections 8.1, 8.2, 8.3) to a maximum of four years for the Chair and Vice Chair and six years for the Treasurer;
- Allows a Commissioner elected to Treasurer to return to the Treasurer position after an initial six year term and after taking another position on the Board given the potential for unique or specialized knowledge regarding financial matters (Article III, Section 8.3);
- Cleans up minor edits (Article III, Section 1) and ensures consistency with other provisions (Article III, Section 3.1; Article III, Section 8) aligned with the above provisions.

Suggested changes have been reviewed by the Executive Director, Deputy Executive Director, Chair of the Board of Commissioners, Executive Committee of the Board of Commissioners, and Home Forward General Counsel Stoel Rives.

CONCLUSION

This proposal has been drafted and reviewed by legal counsel and reviewed by the Executive Committee of the Board of Commissioners and the full Board of Commissioners. Staff requests approval of a resolution amending these bylaws in the form annexed to this memorandum and resolution.

ATTACHMENTS

Annexed to this memorandum and resolution is a draft of the by-laws which contains blue-lined proposed edits.



RESOLUTION 21-09-04

RESOLUTION 21-09-04 AUTHORIZES THE AMENDMENT, APPROVAL, AND ADOPTION OF HOME FORWARD BYLAWS ENTITLED “SECOND 2021 RESTATED BYLAWS OF HOME FORWARD”

WHEREAS, Home Forward, a housing authority and a public body corporate and politic of the State of Oregon, operates pursuant to certain corporate bylaws; and

WHEREAS, Home Forward’s bylaws are consistent with the Housing Authorities Law, codified at Oregon Revised Statutes (ORS) 456.

WHEREAS, Bylaws serve a vital purpose of establishing basic powers and high-level functioning of the agency while guiding many of the actions of Home Forward’s Board of Commissioners; and

WHEREAS, a periodic review of corporate bylaws can help clarify bylaws and ensure that they are compliant with state law, but also provide and maintain the flexibility necessary to manage an agency like Home Forward; and

WHEREAS, in 2020 Home Forward staff identified language in the bylaws which created confusion about whether officers of the Board of Commissioners could serve subsequent or additional terms; and

WHEREAS, suggested changes have been reviewed by the Executive Director, Deputy Executive Director, Chair of the Board of Commissioners, Executive Committee of the Board of Commissioners, and Home Forward General Counsel Stoel Rives;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward hereby amends, approves and adopts the bylaws entitled “SECOND 2021 RESTATED BYLAWS OF HOME FORWARD” which is annexed hereto.

ADOPTED: SEPTEMBER 21, 2021

Attest:

Home Forward:

Michael Buonocore, Secretary

Damien R. Hall, Chair

SECOND 2021 RESTATED BYLAWS

OF

HOME FORWARD

ARTICLE I

THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be “Home Forward”.

Section 2. Legal Status. Home Forward (the “Authority”) is a public corporation created under the Oregon Housing Authorities Law (ORS 456.055 to 456.235) and shall be subject to the terms of the Housing Authorities Law as in effect from time to time. In the event of any apparent conflict between the provisions of the Housing Authorities Law and these Bylaws, the provisions of the Housing Authorities Law shall prevail.

Section 3. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 4. Powers of the Authority. The powers of the Authority shall be vested in the Commissioners thereof in office from time to time.

Section 5. Office of the Authority. The offices of the Authority shall be at such location in the City of Portland, State of Oregon, as the Commissioners may from time to time determine, but the Authority may transact its business at such other places as the Commissioners may designate from time to time.

ARTICLE II

COMMISSIONERS

Section 1. Powers. All corporate powers shall be exercised by or under the authority of, and the affairs of the Authority managed under the direction of, a commission appointed in accordance with the provisions of ORS 456.095.

Section 2. Term of Office. Commissioners shall be appointed for a term of office of four years, except that all vacancies shall be filled for the unexpired term. Commissioners may, if reappointed at the discretion of the governing body, serve any number of consecutive terms.

Section 3. Standard of Care. A Commissioner shall discharge the Commissioner’s duty with the care, skill, prudence and diligence under the circumstances

then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character.

Section 3.1 Attendance. A Commissioner who has three or more unexcused absences during a rolling twelve month period must meet with the Chair upon the Chair's request. If further unexcused absences occur within the subsequent rolling twelve month period, the Chair and Vice Chair may arrange a meeting to discuss with the designated governing body or appointing authority the possibility of removal due to neglect of duty under Article II, Section 6. An absence is deemed excused where a Commissioner calls, texts, or emails notice of the absence to a designated Home Forward staff member.

Section 3.2 Leave of Absence. In the event that a Commissioner intends to be away from Multnomah County and will be unable to attend regular meetings, or will be otherwise unable to attend regular meetings and work sessions of the Board of Commissioners, for a term of three or more months, the Commissioner must provide notice by letter to the Chair informing of the reason and duration. A copy of the letter shall be sent, or forwarded, to the appointing authority as well. Whether such extended absence constitutes neglect of duty pursuant to Article II, Section 6 is to be determined according to the individual circumstances of the Commissioner's extended absence.

Section 4. Vacancies. A vacancy in the commission shall exist upon the death, resignation, or removal of any Commissioner. The vacancy in the commission shall be filled in the same manner as the original appointment of a Commissioner who has died, resigned, or been removed. All vacancies shall be filled for the unexpired term of a Commissioner who has died, resigned, or been removed.

Section 5. Resignation. A Commissioner may resign at any time by delivering written notice to the chairperson of the commission. A resignation is effective when delivered unless the notice specifies a later effective date. Once delivered, the notice of resignation is irrevocable unless revocation is permitted by the commission.

Section 6. Removal. A Commissioner may be removed by the appointing authority for the Commissioner for inefficiency or neglect of duty or misconduct in office. The Commissioner shall not be removed until after the Commissioner has been given a copy of the charges against the Commissioner at least 10 days prior to the hearing thereon and had an opportunity to be heard in person or by counsel. In the event of the removal of any Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the Office of the Clerk for each city and county in the Authority.

Section 7. Compensation. A Commissioner shall receive no compensation for services, but shall be entitled to the payment or reimbursement of expenses, including travel expenses, in the discharge of the duties of the Commissioner, in accordance with standards and procedures adopted from time to time by the Authority.

ARTICLE III

OFFICERS

Section 1. Officers. The officers of the Authority shall be a chairperson (hereinafter the “Chair”), one or two vice-chairs as provided in Section 3. below (hereinafter the “Vice-Chair” or “Vice-Chairs”), a Secretary, a Treasurer, and, from time to time, a Chair Emeritus.

Section 2. Chair.

2.1 The Chair is empowered and shall (1) preside at all meetings of the Commissioners; (2) preserve order; (3) decide all questions of order according to parliamentary rules; (4) appoint all committees.; (5) except as otherwise authorized or directed by the Commissioners, sign all contracts, deeds, and other instruments made by the Authority; (6) submit such recommendations and information as may be considered pertinent to the Commissioners for consideration; and (7) serve as a spokesperson on behalf of the Authority.

2.2 The chair shall exercise general supervision over the Executive Director; negotiate terms of an employment agreement; act on behalf of the Authority in enforcing terms and conditions of the agreement; review and evaluate the employment-related performance of the Executive Director; and negotiate any changes in length of service, compensation or other contract matters. In carrying out this sub-section, the chair will consult with the Executive Committee in the absence of exigent circumstances. The chair will provide a briefing to the Executive Committee after any negotiation, enforcement, review, evaluation, or contractual change under this sub-section.

Section 3. Vice-Chairs.

3.1 One Vice-Chair shall be elected ~~annually~~ biennially in accordance with Section 8 below. The Commissioners may determine, at any time, to create a second office of Vice-Chair and elect a Commissioner to that position. The Commissioners may refer the election of a second Vice-Chair to the procedures for nomination ~~set forth in established pursuant to~~ Section ~~32.3~~ of Article V. Unless otherwise established by the Commissioners, there will be no distinction in rank or position between two Co-Vice-Chairs.

3.2 At any time that only one Vice-Chair is serving as such, that individual shall perform the duties of the Chair in the absence or incapacity of the Chair and in the case of the resignation or death of the Chair, the Vice-Chair shall perform such duties as are imposed on the Chair until such time as the Authority shall select a new Chair.

3.3 In the event there are two Vice-Chairs, the Chair may, verbally or by written designation, appoint a Vice-Chair to act on his or her behalf in the absence of the Chair and the Chair may, in his or her absence, divide the Chair’s duties between the Vice-Chairs. In the absence of such designation, it shall be made by the Commissioners. In the case of the resignation or death of the Chair, either Vice-Chair may perform such duties as are imposed on the Chair until such time as the Authority shall select a new Chair.

Section 4. Secretary (Executive Director). The Executive Director shall be the Secretary of the Authority. As Secretary, he/she shall be responsible for keeping correct records of the meetings of the Commissioners; supervise the preservation of all records of the Authority; and be responsible for all funds of the Authority.

Section 5. Treasurer. The Treasurer shall consult with the Executive Director on financial matters pertaining to the Authority and the administration of its funds; shall serve as the direct liaison between the Commissioners and the Executive Director on financial issues; shall review and assist in presentations to the Commissioners concerning the financial aspects of the Authority; and shall cause reports to be made to the Commissioners at the times and in the form determined by the Commissioners. The Treasurer shall not, personally, audit, or be responsible for, or in any manner supervise any certified audit of the Authority which will be conducted not less often than annually in accordance with Section 3 of Article VII. The Treasurer may rely on all reports and computations presented to him/her and will not be responsible for any investigation thereof. The Commissioner elected to the position of Treasurer shall have no greater fiduciary duty to the Authority than any other Commissioner, and the Board shall limit his/her duties accordingly. In accordance with Article V, Section 2.2 of these Bylaws, the Treasurer shall be the presiding officer of the Audit and Finance Committee.

Section 6. Chair Emeritus. The immediate past Chair of the Authority shall be the Chair Emeritus. In the event the immediate past chair does not remain on the Board, or does not wish to hold the title of Chair Emeritus, a past Chair who remains on the Board of Commissioners may hold the title of Chair Emeritus at the Chair's full discretion. The Chair Emeritus shall provide guidance to the Chair, Executive Committee, and Commissioners, as appropriate. The Chair Emeritus will be a voting member of the Board unless his/her appointment as a Commissioner has expired.

Section 7. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Commissioners or by the Bylaws or rules and regulations of the Authority.

Section 8. Election, Appointment, and Term. The Chair, not less than one Vice-Chair, and Treasurer shall be elected ~~on a biennial basis,~~ by the Commissioners from among their members at their first regular meeting in October of each year in which an elected officer's term is set to expire. ~~They~~ Elected officers shall assume office on January 1 of the next following year and shall hold office for two years or until their successors are elected and qualified. Elected officers may be re-elected for one or more subsequent term as provided below.

8.1 A Commissioner elected as Chair may be re-elected for one subsequent two-year term, or one or two subsequent one-year terms, but may serve for no more than four consecutive years. After a Commissioner has concluded his or her two-, three-, or four-year term as Chair and moves to another position on the Board, that Commissioner may not be re-elected to Chair irrespective of whether he or she held the position for two, three, or four years.

8.2 A Commissioner elected as Vice-Chair may be re-elected for one subsequent two-year term but may serve for no more than four consecutive years. After a Commissioner has concluded his or her two- or four-year term as Vice-Chair and moves to another position on the Board, that Commissioner may not be re-elected to Vice-Chair irrespective of whether he or she held the position for two, three, or four years.

8.3 ~~Except for the Treasurer, no elected officer may serve for more than four consecutive years in the position to which he/she is elected. After having served in one elected position, a Commissioner may not be re-elected to that position without respect to whether he/she has held the position for four consecutive years.—A Commissioner elected as Treasurer may be re-elected for one or two subsequent two-year terms but may serve for not more than six consecutive years. After a Commissioner has concluded his or her two-, four-, or six-year term as Treasurer and moves to another position on the Board, that Commissioner may not be subsequently re-elected to Treasurer irrespective of whether he or she held the position for two, four, or six years.~~

8.18.4 The Chair Emeritus shall serve for one year and, upon agreement with the Chair pursuant to the requirements set forth in Article III, Section 6, for additional one-year increments not to exceed a total of four consecutive years.

Section 9. Vacancies. Should the offices of Chair, Vice-Chair, or Treasurer become vacant, the Commissioners shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Commissioners shall appoint a successor.

Section 10. Assistant Officers. The Commissioners may, by resolution, authorize from among the personnel or Commissioners such deputy or assistant officers as they deem to be in the best interest of the Authority, with such terms and duties as the Commissioners may prescribe.

ARTICLE IV **MEETINGS**

Section 1. Annual Meeting. The Annual Meeting of the Authority shall be held on the third Tuesday in January of each year at 6:15 p.m., at the regular meeting place of the Authority, or at any other such place as may be designated by the Chair or Secretary, including by telephone or other electronic means, in accordance with ORS 192.630 and ORS 192.670. In the event such date shall fall on a legal holiday, the Annual Meeting shall be held on the next succeeding day.

108856195.1 0051700-00006

Section 2. Regular Meetings. The regular meetings of the Commissioners shall be held on the third Tuesday of each month at the hour of 6:15 p.m., at the principal offices of the Authority, 135 SW Ash Street, Portland, Oregon, or at such other place as may be designated by the Chair or the Secretary, including by telephone or other electronic means; provided, however, that in the event the Chair determines that the business of the Authority may best be accomplished at a special meeting or meetings, or must be addressed at an emergency meeting, he/she may cancel any regular meeting. No notice of cancellation of a regular meeting is required unless notice of its being held has been given.

Section 3. Special Meetings. The Chair, either Vice-Chair, or Secretary may, when any of them deem it expedient, and shall upon the written request of two Commissioners, call a special meeting of the Commissioners to be held at such time and place, including by telephone or other electronic means as the person or persons calling the meeting shall appoint for the purpose of transacting any business designated. The Chair, either Vice Chair, or Secretary, may call an emergency meeting of the Commissioners or, upon the written request of two Commissioners, shall call an emergency meeting of the Commissioners in the event of an actual emergency necessitating immediate action, to be held at such time and place, including by telephone or other electronic means, as the person calling the meeting shall appoint for the limited purpose of addressing the emergency.

Section 4. Notice. The Secretary, or such other person as the Chair may appoint, shall give notice in writing of all Annual and Regular meetings, by delivering a copy of the notice to each Commissioner, by emailing the notice to each Commissioner at the email address each of them has designated, or by mailing such notice to each Commissioner at the Commissioner's business or home address, at least 48 hours prior to such meeting except in cases of Special Meetings, when notice shall be provided at least 24 hours prior to such meetings, or in cases of actual emergency, when notice shall be in such time and manner as is appropriate to the circumstances, typically by telephonic notice. The notice shall state generally the nature of the business intended to be considered through the publication of an agenda or similarly; provided however, that any business may be considered at any duly called meeting notwithstanding the lack of notice of such business. Any person or organization (including, but not limited to, the public media), who desires to be notified of the meetings of the Authority may register with the Secretary who shall provide notices to such individuals and organizations in the manner and time provided for notice to the Commissioners. The Secretary may, from time to time, at his or her discretion, require the re-registration of any such persons desiring notice.

Section 5. Quorum. A majority of the then-appointed Commissioners of the Authority shall constitute a quorum for the purpose of conducting the business and exercising the powers of the Authority and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Commissioners upon a vote of a majority of the Commissioners present.

Section 6. Manner of Voting. The voting on all questions coming before the Board of Commissioners shall be by voice vote. All action of the Commissioners shall be deemed to have been taken unanimously by all Commissioners present unless a Commissioner notes that he/she is abstaining or voting in opposition to the majority as determined by the presiding officer, in which event the ayes and nays shall be entered upon the minutes of such meeting with respect to such matter.

Section 7. Authority Business. All business of the Authority shall be conducted by the adoption of a resolution, the approval of a staff or Commissioner report, or passage of a motion of a Commissioner. All resolutions and reports shall be in writing and a copy of each report and resolution must be submitted prior to adoption or approval to each of the Commissioners present at the meeting considering adoption or approval. Adopted reports and resolutions shall be included in the minutes of the Authority. Meetings will be conducted in accordance with “Roberts Rules of Order” as modified by the Commissioners.

Section 8. Minutes. The Secretary shall be responsible for the taking of written minutes of all meetings of the Commissioners. Neither a full transcript nor a recording of the meeting is required, but the written minutes must give a true reflection of the matters discussed at the meeting and the views of the participants. All minutes shall be available to the public upon request within a reasonable time after the meeting, and shall include at least the following information:

- 8.1** All Commissioners present;
- 8.2** All motions and resolutions proposed and their disposition;
- 8.3** The results of all votes and the vote of each Commissioner by name;
- 8.4** A summary of any discussion on any matter; and
- 8.5** Except as permitted by law, a reference to any document discussed at the meeting.

The Secretary shall, in addition, for all emergency meetings, include the time and manner of notice given, a description of the actual emergency, and the reason why the meeting could not be delayed to allow 24 hours’ notice.

Section 9. Public Meetings Law. All meetings of the commission shall be open to the public in the manner and to the extent provided in the Oregon Public Meetings Law (ORS 192.610 to 192.690) as in effect from time to time. Executive sessions may be held for the purposes and subject to the procedures set forth in the Oregon Public Meetings Law. Minutes of meetings and executive sessions shall be kept in compliance with the provisions of the Oregon Public Meetings Law.

Section 10. Telephonic or Electronic Meetings. Any action required to be taken at a meeting of the Commissioners, or any action which may be held through the use of telephone or other electronic means, must otherwise be convened and conducted in accordance with these Bylaws. Each participant must be able to simultaneously communicate with each other participant.

ARTICLE V COMMITTEES

Section 1. Designation and Limitations. The Chair may designate committees of the Authority and, subject to the provisions of this Article V, shall designate the size, composition, duties, organization, administration, and duration of such committees. Any committee may be composed of Commissioners, staff, or any other persons. In the event a committee is authorized to act on behalf of the Board of Commissioners, the committee shall so act only if a majority of the Commissioners so appointed approve such action. No committee shall exercise the power of the Authority to amend or repeal the Bylaws, rules, or regulations of this Authority; or to select the Chair, Vice-Chairs, or Executive Director of the Authority.

Section 2. Standing Committees. The Authority shall have the following standing committees:

2.1 Executive Committee. The Executive Committee shall be composed of the elected Officers of the Authority. When only one Vice-Chair is serving, the Chair shall appoint a fourth Commissioner to the Executive Committee. The Chair Emeritus may be selected as the fourth member of the Executive Committee. The Committee will be the primary liaison between the Board and the Executive Director. The Executive Committee will review matters that the Executive Director intends to present or have presented to the meetings of the Board. The Executive Committee shall consult with other committees with respect to their recommendations to the Board. Unless specifically authorized by the Board, the Executive Committee will take no action that is binding upon the Authority. The Chair of the Authority shall be the presiding officer of the Executive Committee.

2.2 Audit and Finance Committee. The Audit and Finance Committee shall, on a regular basis, review the operating statements of the Authority and make recommendations to the Board and the Executive Director with respect to the financial operations of the Authority. The Committee shall appoint an outside firm to perform the annual audit of the Authority and shall receive the annual certified audit of the Authority's operations prior to its presentation to the Board. The Audit and Finance Committee may require, and shall review, the Authority's internal audits. The Audit and Finance Committee shall be composed of not fewer than three Commissioners, including the Treasurer who shall be its presiding officer. The Chair may appoint additional members from Home Forward's staff, with the approval of the Executive Director, and volunteers from the community with financial experience.

2.3 Nominating Committee. The Executive Committee shall serve as the Nominating Committee.

2.4 The Real Estate and Development Committee. The Chair shall, annually, appoint one Commissioner to preside and no fewer than two additional Commissioners to serve on the Real Estate and Development Committee. The Chair may also appoint one community member to serve on the Real Estate and Development Committee. The Real Estate and Development Committee shall review and recommend to the Board the approval of proposals of the officers and staff of the Authority for acquisition, disposition, rental, construction, rehabilitation, maintenance and management of the housing developments and facilities of the Authority.

2.5 The Committee for Advancing Racial Justice. The Committee for Advancing Racial Justice shall further diversity, equity, and inclusion in the governance of the Authority, including by initiating, reviewing, and recommending anti-racist policies, procedures, approaches, and initiatives. The Chair shall be a member of the Committee for Advancing Racial Justice and shall annually appoint no fewer than two additional Commissioners as members of the Committee for Advancing Racial Justice. The Chair may also appoint Agency staff and residents and any other persons as additional members. The Committee for Advancing Racial Justice is authorized to change its title without amendments of these Bylaws.

ARTICLE VI
INDEMNIFICATION OF COMMISSIONERS,
OFFICERS, EMPLOYEES, AND AGENTS

Section 1. Authority to Indemnify Representatives.

1.1 Except as provided in Paragraph 1.3, the Authority may indemnify an individual made a party to a proceeding because the individual is or was a Commissioner, officer, employee, or agent of the Authority (a “Representative”) against liability incurred in the proceeding unless:

1.1.1 The conduct of the Representative was outside the scope of his/her official duties;

1.1.2 The Representative’s conduct constituted malfeasance in office; or

1.1.3 The Representative’s conduct constituted a willful or wanton neglect of duty.

1.2 The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Representative did not meet the standard of conduct described in this section.

1.3 The Authority may not indemnify a Representative under this section:

1.3.1 In connection with a proceeding by or in the right of the Authority in which the Representative was adjudged liable to the Authority; or

1.3.2 In connection with any other proceeding charging improper personal benefit to the Representative in which the Representative was adjudged liable on the basis that personal benefit was improperly received by the Representative.

1.4 Indemnification permitted under this Section in connection with a proceeding by or in the right of the Authority is limited to reasonable expenses incurred in connection with the proceeding.

Section 2. Mandatory Indemnification. The Authority shall indemnify a Representative who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Representative was a party because of being a Representative of the Authority against reasonable expenses incurred by the Representative in connection with the proceeding.

Section 3. Advance for Expenses.

3.1 The Authority may pay for or reimburse the reasonable expenses incurred by a Representative who is a party to a proceeding in advance of final disposition of the proceeding if:

3.1.1 The Representative furnishes the Authority a written affirmation of the Commissioner's, officer's, employee's, or agent's good faith belief that the Representative has met the standard of conduct described in Section 1; and

3.1.2 The Representative furnishes the Authority a written undertaking, executed personally or on the Representative's behalf, to repay the advance if it is ultimately determined that the Representative did not meet the standard of conduct.

3.2 The undertaking required by Paragraph 3.1.2 must be an unlimited general obligation of the Representative but need not be secured and may be accepted without reference to financial ability to make repayment.

3.3 Any authorization of payments under this Section may be made by resolution of the Commissioners or by contract.

Section 4. Determination and Authority of Indemnification.

4.1 The Authority may not indemnify a Representative under Section 1 unless authorized in the specific case after a determination has been made that indemnification of the Representative is permissible in the circumstances because the Representative has met the standard of conduct set forth in Section 1.

108856195.1 0051700-00006

4.2 A determination that indemnification of a Representative is permissible shall be made:

4.2.1 By the Commissioners by majority vote of a quorum consisting of Commissioners not at the time parties to the proceeding;

4.2.2 If a quorum cannot be obtained under Paragraph 4.2.1, by a majority vote of a committee duly designated by the Commissioners consisting solely of two or more Commissioners not at the time parties to the proceeding. However, Commissioners who are parties to the proceeding may participate in designation of the committee;

4.2.3 By special legal counsel selected by the Commissioners or their committee in the manner prescribed in Paragraphs 4.2.1 or 4.2.2 or, if a quorum of the Commissioners cannot be obtained under Paragraph 4.2.1 and a committee cannot be designated under Paragraph 4.2.2, the special legal counsel shall be selected by a majority vote of the Commissioners, including Commissioners who are parties to the proceeding.

4.3 Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under Paragraph 4.2.3 to select counsel.

Section 5. Insurance. The Authority may purchase and maintain insurance on behalf of a Representative against liability asserted against or incurred by the Representative who is or was a Representative of the Authority or who, while a Representative, is or was serving at the request of the Authority as a director, officer, partner, trustee, employee, or agent of a partnership, joint venture, employee benefit plan, or other enterprise. The Authority may purchase and maintain the insurance even if the Authority has no power to indemnify the Representative against the same liability under Section 1.

Section 6. Application of Article VI.

6.1 The indemnification and provisions for advancement of expenses provided by this Article VI shall not be deemed exclusive of any other rights to which Representatives may be entitled under any agreement, general or specific action of its Commissioners, or otherwise, and shall continue as to a person who has ceased to be a Representative and shall inure to the benefit of the heirs, executors, and administrators of such a person. Specifically and not by way of limitation, the Authority shall have the power to make or agree to make any further indemnification, including advancement of expenses, of:

6.1.1 Any Representative whose agreement for such was approved, adopted, or ratified, before or after such indemnification or agreement is made; and

6.1.2 Any officer, employee, or agent who is not an officer, employee, or agent as authorized by general or specific action of the Commissioners or by agreement.

6.2 This article does not limit the Authority's power to pay or reimburse expenses incurred by a Commissioner in connection with the Commissioner's appearance as a witness in a proceeding at the time when the Commissioner has not been made a named defendant or respondent to a proceeding.

ARTICLE VII **MANAGEMENT**

Section 1. Fiscal Year. The fiscal year of the Authority shall begin on the first day of January of every year. The commencement date of the fiscal year herein established shall be subject to change by the Commissioners.

Section 2. Books and Accounts. Books and accounts of the Authority shall be kept under the direction of the Secretary and in accordance with systems approved by the Commissioners.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Authority shall be audited by a certified public accountant selected by the Commissioners whose report will be prepared and certified.

Section 4. Execution of Corporate Documents. The Chair and the Secretary (the latter acting in his capacity as Executive Director), are authorized to execute all notes and contracts authorized by the Board of Commissioners. With the prior authorization of the Commissioners, notes, checks, and contracts may be executed by other designated persons.

Section 5. Personnel. The Authority may, from time to time, employ and compensate such personnel as the Commissioners deem necessary to exercise their powers, duties, and functions as prescribed by the Housing Authorities Law and all other laws of the State of Oregon and the United States applicable thereto. Except for the Executive Director, the selection of all personnel shall be the responsibility of the Executive Director.

ARTICLE VIII **CONFLICT OF INTEREST**

Section 1. Contracts.

1.1 Neither the Authority nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with any project of this Authority in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

1.1.1 Any present or former Commissioner, or any member of the Commissioner's immediate family. There shall be excepted from this prohibition any present or former tenant Commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with a resident corporation, the Authority or a business entity.

1.1.2 Any employee or agent of the Authority who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's or agent's immediate family, or the employee's or agent's partner.

1.1.3 Any public official, member of the Portland, Gresham, or Multnomah County governing bodies or Oregon State legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to any project(s) or the Authority.

1.2 Any member of these classes of persons must disclose the member's interest or prospective interest to the Authority and, as to federally funded projects, the Department of Housing and Urban Development.

1.3 The requirements of Paragraph 1.1 may be waived by the Department of Housing and Urban Development for good cause. No person for whom a waiver is requested may exercise responsibilities or functions with respect to the contract to which the waiver pertains.

1.4 The provisions of this Section 1. shall not apply to the General Depository Agreement entered into with an institution regulated by a Federal agency, or to utility service for which the rates are fixed or controlled by the State or local agency.

1.5 Nothing in this section shall prohibit a tenant of the Authority from serving as a Commissioner.

Section 2. Employment.

2.1 The Authority may not hire an employee if the prospective employee is an immediate family member of any person belonging to one of the following classes:

2.1.1 Any present or former Commissioner. There shall be excepted from this prohibition any former tenant Commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the Authority.

2.1.2 Any employee of the Authority who formulates policy or who influences decisions with respect to project(s).

2.1.3 Any public official, member of the Portland, Gresham, or Multnomah County governing body, or Oregon State legislator who exercises functions or responsibilities with respect to any project(s) or the Authority.

2.2 The prohibition referred to in Paragraph 2.1 shall remain in effect throughout the class member's tenure and for one year thereafter.

2.3 The class member shall disclose to the Authority and as to federally funded projects, the Department of Housing and Urban Development, the member's familial relationship to the prospective employee.

2.4 The requirements of this subsection 2 may be waived by the Commissioners for good cause.

Section 3. Definitions. For purposes of Sections 1 and 2, the term "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g., a half-brother or stepchild).

Section 4. Impartiality. No Commissioner, officer, employee, or agent ("Representative") shall grant or make available to any person any consideration, treatment, advantage, or favor beyond that which it is the general practice to grant or make available to all members of the public similarly entitled thereto.

Section 5. Use of Public Property. No Representative shall request, use, or permit the use of any publicly owned or publicly supplied property, vehicles, equipment, material, labor, or service for the personal convenience or the private advantage of himself/herself or of any other person. This provision shall not be deemed to prohibit any Representative from requesting, using, or permitting the use of such publicly owned and publicly supplied property, vehicles, equipment, material, labor, and service which it is the general practice to make available to the public at large or which are provided as a matter of stated public policy for the use of Representatives in the conduct of official business.

Section 6. Personal Privilege. No Representative shall request or use any privilege or advantage derived from his employment by, or appointment to, the Authority that has not been authorized, specifically or by reasonable implication, by the Commissioners. Any question respecting such authorization shall be determined by the Commissioners prior to the exercise of such privilege or advantage.

Section 7. Representation of Private Persons. No Representative shall appear on behalf of any private person other than himself or herself before the Authority.

Section 8. Gifts and Favors. No Representative shall give or accept any gift whether in the form of money, thing, favor, loan, or promise, that would not be offered or given to or by him/her, if he/she were not a Representative. Excepted are gifts of

nominal value given or received as tokens of appreciation and gifts to officers or employees (other than Commissioners) conferred by the Commissioners.

Section 9. Confidential Information.

9.1 No Representative shall, except in the ordinary course of his/her assigned duties, or without prior formal authorization, disclose any confidential information concerning any other Representative, any tenant, lessor, contractor, or any other person, or any property or affairs of the Authority unless otherwise required by law.

9.2 Whether or not it shall involve disclosure, no Representative shall use or permit the use of any such confidential information to advance the financial or personal interest of himself or herself or any other person.

Section 10. Determination of Conflict of Interest.

10.1 A determination that a conflict of interest exists shall be made:

10.1.1 By the Commissioners by majority vote of a quorum consisting of Commissioners not at the time parties to the proceeding;

10.1.2 If a quorum cannot be obtained under paragraph 10.1.1, by a majority vote of a committee duly designated by the Commissioners consisting solely of two or more Commissioners not at the time parties to the proceeding. However, Commissioners who are parties to the proceeding may participate in designation of the committee;

10.1.3 By special legal counsel selected by the Commissioners or its committee in the manner prescribed in Paragraphs 10.1.1 or 10.1.2 or, if a quorum of the Commissioners cannot be obtained under Paragraph 10.1.1 and a committee cannot be designated under Paragraph 10.1.2, the special legal counsel shall be selected by a majority vote of the Commissioners, including Commissioners who are parties to the proceeding.

Section 11. Advisory Opinions. Upon the written request of the Representative concerned, the Commissioners or specially appointed legal counsel shall render a written advisory opinion based upon the provisions of this Article.

Section 12. Sanctions. In the event that the Commissioners or specially appointed legal counsel shall make a determination that the conduct of any Representative was improper, the Commissioners may, based upon their written findings, conclusions, and determinations, institute appropriate action for censure, suspension, or, in the case of a Commissioner, recommendation to the Mayor of the City of Portland for the removal from office of the Commissioner. Additionally, should the Commissioners feel such action is necessary, they may turn the matter over to appropriate counsel for legal action.

ARTICLE IX
AMENDMENTS

The Bylaws of the Authority shall be amended only with the approval of a majority of the Commissioners at a regular or a special meeting, but no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to Commissioners.

ARTICLE X
NONDISCRIMINATION

The Authority shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender, race, creed, marital status, sexual orientation, religion, color, age, or national origin.

SECOND 2021 RESTATED BYLAWS

OF

HOME FORWARD

ARTICLE I

THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be “Home Forward”.

Section 2. Legal Status. Home Forward (the “Authority”) is a public corporation created under the Oregon Housing Authorities Law (ORS 456.055 to 456.235) and shall be subject to the terms of the Housing Authorities Law as in effect from time to time. In the event of any apparent conflict between the provisions of the Housing Authorities Law and these Bylaws, the provisions of the Housing Authorities Law shall prevail.

Section 3. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 4. Powers of the Authority. The powers of the Authority shall be vested in the Commissioners thereof in office from time to time.

Section 5. Office of the Authority. The offices of the Authority shall be at such location in the City of Portland, State of Oregon, as the Commissioners may from time to time determine, but the Authority may transact its business at such other places as the Commissioners may designate from time to time.

ARTICLE II

COMMISSIONERS

Section 1. Powers. All corporate powers shall be exercised by or under the authority of, and the affairs of the Authority managed under the direction of, a commission appointed in accordance with the provisions of ORS 456.095.

Section 2. Term of Office. Commissioners shall be appointed for a term of office of four years, except that all vacancies shall be filled for the unexpired term. Commissioners may, if reappointed at the discretion of the governing body, serve any number of consecutive terms.

Section 3. Standard of Care. A Commissioner shall discharge the Commissioner’s duty with the care, skill, prudence and diligence under the circumstances

then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character.

Section 3.1 Attendance. A Commissioner who has three or more unexcused absences during a rolling twelve month period must meet with the Chair upon the Chair's request. If further unexcused absences occur within the subsequent rolling twelve month period, the Chair and Vice Chair may arrange a meeting to discuss with the designated governing body or appointing authority the possibility of removal due to neglect of duty under Article II, Section 6. An absence is deemed excused where a Commissioner calls, texts, or emails notice of the absence to a designated Home Forward staff member.

Section 3.2 Leave of Absence. In the event that a Commissioner intends to be away from Multnomah County and will be unable to attend regular meetings, or will be otherwise unable to attend regular meetings and work sessions of the Board of Commissioners, for a term of three or more months, the Commissioner must provide notice by letter to the Chair informing of the reason and duration. A copy of the letter shall be sent, or forwarded, to the appointing authority as well. Whether such extended absence constitutes neglect of duty pursuant to Article II, Section 6 is to be determined according to the individual circumstances of the Commissioner's extended absence.

Section 4. Vacancies. A vacancy in the commission shall exist upon the death, resignation, or removal of any Commissioner. The vacancy in the commission shall be filled in the same manner as the original appointment of a Commissioner who has died, resigned, or been removed. All vacancies shall be filled for the unexpired term of a Commissioner who has died, resigned, or been removed.

Section 5. Resignation. A Commissioner may resign at any time by delivering written notice to the chairperson of the commission. A resignation is effective when delivered unless the notice specifies a later effective date. Once delivered, the notice of resignation is irrevocable unless revocation is permitted by the commission.

Section 6. Removal. A Commissioner may be removed by the appointing authority for the Commissioner for inefficiency or neglect of duty or misconduct in office. The Commissioner shall not be removed until after the Commissioner has been given a copy of the charges against the Commissioner at least 10 days prior to the hearing thereon and had an opportunity to be heard in person or by counsel. In the event of the removal of any Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the Office of the Clerk for each city and county in the Authority.

Section 7. Compensation. A Commissioner shall receive no compensation for services, but shall be entitled to the payment or reimbursement of expenses, including travel expenses, in the discharge of the duties of the Commissioner, in accordance with standards and procedures adopted from time to time by the Authority.

ARTICLE III **OFFICERS**

Section 1. Officers. The officers of the Authority shall be a chairperson (hereinafter the “Chair”), one or two vice-chairs as provided in Section 3. below (hereinafter the “Vice-Chair” or “Vice-Chairs”), a Secretary, a Treasurer, and, from time to time, a Chair Emeritus.

Section 2. Chair.

2.1 The Chair is empowered and shall (1) preside at all meetings of the Commissioners; (2) preserve order; (3) decide all questions of order according to parliamentary rules; (4) appoint all committees.; (5) except as otherwise authorized or directed by the Commissioners, sign all contracts, deeds, and other instruments made by the Authority; (6) submit such recommendations and information as may be considered pertinent to the Commissioners for consideration; and (7) serve as a spokesperson on behalf of the Authority.

2.2 The chair shall exercise general supervision over the Executive Director; negotiate terms of an employment agreement; act on behalf of the Authority in enforcing terms and conditions of the agreement; review and evaluate the employment-related performance of the Executive Director; and negotiate any changes in length of service, compensation or other contract matters. In carrying out this sub-section, the chair will consult with the Executive Committee in the absence of exigent circumstances. The chair will provide a briefing to the Executive Committee after any negotiation, enforcement, review, evaluation, or contractual change under this sub-section.

Section 3. Vice-Chairs.

3.1 One Vice-Chair shall be elected biennially in accordance with Section 8 below. The Commissioners may determine, at any time, to create a second office of Vice-Chair and elect a Commissioner to that position. The Commissioners may refer the election of a second Vice-Chair to the procedures for nomination established pursuant to Section 2.3 of Article V. Unless otherwise established by the Commissioners, there will be no distinction in rank or position between two Co-Vice-Chairs.

3.2 At any time that only one Vice-Chair is serving as such, that individual shall perform the duties of the Chair in the absence or incapacity of the Chair and in the case of the resignation or death of the Chair, the Vice-Chair shall perform such duties as are imposed on the Chair until such time as the Authority shall select a new Chair.

3.3 In the event there are two Vice-Chairs, the Chair may, verbally or by written designation, appoint a Vice-Chair to act on his or her behalf in the absence of the Chair and the Chair may, in his or her absence, divide the Chair’s duties between the Vice-Chairs. In the absence of such designation, it shall be made by the Commissioners. In the case of the resignation or death of the Chair, either Vice-Chair may perform such duties as are imposed on the Chair until such time as the Authority shall select a new Chair.

Section 4. Secretary (Executive Director). The Executive Director shall be the Secretary of the Authority. As Secretary, he/she shall be responsible for keeping correct records of the meetings of the Commissioners; supervise the preservation of all records of the Authority; and be responsible for all funds of the Authority.

Section 5. Treasurer. The Treasurer shall consult with the Executive Director on financial matters pertaining to the Authority and the administration of its funds; shall serve as the direct liaison between the Commissioners and the Executive Director on financial issues; shall review and assist in presentations to the Commissioners concerning the financial aspects of the Authority; and shall cause reports to be made to the Commissioners at the times and in the form determined by the Commissioners. The Treasurer shall not, personally, audit, or be responsible for, or in any manner supervise any certified audit of the Authority which will be conducted not less often than annually in accordance with Section 3 of Article VII. The Treasurer may rely on all reports and computations presented to him/her and will not be responsible for any investigation thereof. The Commissioner elected to the position of Treasurer shall have no greater fiduciary duty to the Authority than any other Commissioner, and the Board shall limit his/her duties accordingly. In accordance with Article V, Section 2.2 of these Bylaws, the Treasurer shall be the presiding officer of the Audit and Finance Committee.

Section 6. Chair Emeritus. The immediate past Chair of the Authority shall be the Chair Emeritus. In the event the immediate past chair does not remain on the Board, or does not wish to hold the title of Chair Emeritus, a past Chair who remains on the Board of Commissioners may hold the title of Chair Emeritus at the Chair's full discretion. The Chair Emeritus shall provide guidance to the Chair, Executive Committee, and Commissioners, as appropriate. The Chair Emeritus will be a voting member of the Board unless his/her appointment as a Commissioner has expired.

Section 7. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Commissioners or by the Bylaws or rules and regulations of the Authority.

Section 8. Election, Appointment, and Term. The Chair, not less than one Vice-Chair, and Treasurer shall be elected by the Commissioners from among their members at their first regular meeting in October of each year in which an elected officer's term is set to expire. Elected officers shall assume office on January 1 of the next following year and shall hold office for two years or until their successors are elected and qualified. Elected officers may be re-elected for one or more subsequent term as provided below.

8.1 A Commissioner elected as Chair may be re-elected for one subsequent two-year term, or one or two subsequent one-year terms, but may serve for no more than four consecutive years. After a Commissioner has concluded his or her two-, three-, or four-year term as Chair and moves to another position on the Board, that Commissioner may not be re-elected to Chair irrespective of whether he or she held the position for two, three, or four years.

8.2 A Commissioner elected as Vice-Chair may be re-elected for one subsequent two-year term but may serve for no more than four consecutive years. After a Commissioner has concluded his or her two- or four-year term as Vice-Chair and moves to another position on the Board, that Commissioner may not be re-elected to Vice-Chair irrespective of whether he or she held the position for two, three, or four years.

8.3 A Commissioner elected as Treasurer may be re-elected for one or two subsequent two-year terms but may not serve consecutively for more than six years. After a Commissioner has concluded his or her two-, four-, or six-year term as Treasurer and moves to another position on the Board, that Commissioner may be subsequently re-elected to Treasurer.

8.4 The Chair Emeritus shall serve for one year and, upon agreement with the Chair pursuant to the requirements set forth in Article III, Section 6, for additional one-year increments not to exceed a total of four consecutive years.

Section 9. Vacancies. Should the offices of Chair, Vice-Chair, or Treasurer become vacant, the Commissioners shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Commissioners shall appoint a successor.

Section 10. Assistant Officers. The Commissioners may, by resolution, authorize from among the personnel or Commissioners such deputy or assistant officers as they deem to be in the best interest of the Authority, with such terms and duties as the Commissioners may prescribe.

ARTICLE IV **MEETINGS**

Section 1. Annual Meeting. The Annual Meeting of the Authority shall be held on the third Tuesday in January of each year at 6:15 p.m., at the regular meeting place of the Authority, or at any other such place as may be designated by the Chair or Secretary, including by telephone or other electronic means, in accordance with ORS 192.630 and ORS 192.670. In the event such date shall fall on a legal holiday, the Annual Meeting shall be held on the next succeeding day.

Section 2. Regular Meetings. The regular meetings of the Commissioners shall be held on the third Tuesday of each month at the hour of 6:15 p.m., at the principal offices of the Authority, 135 SW Ash Street, Portland, Oregon, or at such other place as

may be designated by the Chair or the Secretary, including by telephone or other electronic means; provided, however, that in the event the Chair determines that the business of the Authority may best be accomplished at a special meeting or meetings, or must be addressed at an emergency meeting, he/she may cancel any regular meeting. No notice of cancellation of a regular meeting is required unless notice of its being held has been given.

Section 3. Special Meetings. The Chair, either Vice-Chair, or Secretary may, when any of them deem it expedient, and shall upon the written request of two Commissioners, call a special meeting of the Commissioners to be held at such time and place, including by telephone or other electronic means as the person or persons calling the meeting shall appoint for the purpose of transacting any business designated. The Chair, either Vice Chair, or Secretary, may call an emergency meeting of the Commissioners or, upon the written request of two Commissioners, shall call an emergency meeting of the Commissioners in the event of an actual emergency necessitating immediate action, to be held at such time and place, including by telephone or other electronic means, as the person calling the meeting shall appoint for the limited purpose of addressing the emergency.

Section 4. Notice. The Secretary, or such other person as the Chair may appoint, shall give notice in writing of all Annual and Regular meetings, by delivering a copy of the notice to each Commissioner, by emailing the notice to each Commissioner at the email address each of them has designated, or by mailing such notice to each Commissioner at the Commissioner's business or home address, at least 48 hours prior to such meeting except in cases of Special Meetings, when notice shall be provided at least 24 hours prior to such meetings, or in cases of actual emergency, when notice shall be in such time and manner as is appropriate to the circumstances, typically by telephonic notice. The notice shall state generally the nature of the business intended to be considered through the publication of an agenda or similarly; provided however, that any business may be considered at any duly called meeting notwithstanding the lack of notice of such business. Any person or organization (including, but not limited to, the public media), who desires to be notified of the meetings of the Authority may register with the Secretary who shall provide notices to such individuals and organizations in the manner and time provided for notice to the Commissioners. The Secretary may, from time to time, at his or her discretion, require the re-registration of any such persons desiring notice.

Section 5. Quorum. A majority of the then-appointed Commissioners of the Authority shall constitute a quorum for the purpose of conducting the business and exercising the powers of the Authority and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Commissioners upon a vote of a majority of the Commissioners present.

Section 6. Manner of Voting. The voting on all questions coming before the Board of Commissioners shall be by voice vote. All action of the Commissioners shall

be deemed to have been taken unanimously by all Commissioners present unless a Commissioner notes that he/she is abstaining or voting in opposition to the majority as determined by the presiding officer, in which event the ayes and nays shall be entered upon the minutes of such meeting with respect to such matter.

Section 7. Authority Business. All business of the Authority shall be conducted by the adoption of a resolution, the approval of a staff or Commissioner report, or passage of a motion of a Commissioner. All resolutions and reports shall be in writing and a copy of each report and resolution must be submitted prior to adoption or approval to each of the Commissioners present at the meeting considering adoption or approval. Adopted reports and resolutions shall be included in the minutes of the Authority. Meetings will be conducted in accordance with “Roberts Rules of Order” as modified by the Commissioners.

Section 8. Minutes. The Secretary shall be responsible for the taking of written minutes of all meetings of the Commissioners. Neither a full transcript nor a recording of the meeting is required, but the written minutes must give a true reflection of the matters discussed at the meeting and the views of the participants. All minutes shall be available to the public upon request within a reasonable time after the meeting, and shall include at least the following information:

- 8.1** All Commissioners present;
- 8.2** All motions and resolutions proposed and their disposition;
- 8.3** The results of all votes and the vote of each Commissioner by name;
- 8.4** A summary of any discussion on any matter; and
- 8.5** Except as permitted by law, a reference to any document discussed at the meeting.

The Secretary shall, in addition, for all emergency meetings, include the time and manner of notice given, a description of the actual emergency, and the reason why the meeting could not be delayed to allow 24 hours’ notice.

Section 9. Public Meetings Law. All meetings of the commission shall be open to the public in the manner and to the extent provided in the Oregon Public Meetings Law (ORS 192.610 to 192.690) as in effect from time to time. Executive sessions may be held for the purposes and subject to the procedures set forth in the Oregon Public Meetings Law. Minutes of meetings and executive sessions shall be kept in compliance with the provisions of the Oregon Public Meetings Law.

Section 10. Telephonic or Electronic Meetings. Any action required to be taken at a meeting of the Commissioners, or any action which may be held through the use of telephone or other electronic means, must otherwise be convened and conducted in

accordance with these Bylaws. Each participant must be able to simultaneously communicate with each other participant.

ARTICLE V **COMMITTEES**

Section 1. Designation and Limitations. The Chair may designate committees of the Authority and, subject to the provisions of this Article V, shall designate the size, composition, duties, organization, administration, and duration of such committees. Any committee may be composed of Commissioners, staff, or any other persons. In the event a committee is authorized to act on behalf of the Board of Commissioners, the committee shall so act only if a majority of the Commissioners so appointed approve such action. No committee shall exercise the power of the Authority to amend or repeal the Bylaws, rules, or regulations of this Authority; or to select the Chair, Vice-Chairs, or Executive Director of the Authority.

Section 2. Standing Committees. The Authority shall have the following standing committees:

2.1 Executive Committee. The Executive Committee shall be composed of the elected Officers of the Authority. When only one Vice-Chair is serving, the Chair shall appoint a fourth Commissioner to the Executive Committee. The Chair Emeritus may be selected as the fourth member of the Executive Committee. The Committee will be the primary liaison between the Board and the Executive Director. The Executive Committee will review matters that the Executive Director intends to present or have presented to the meetings of the Board. The Executive Committee shall consult with other committees with respect to their recommendations to the Board. Unless specifically authorized by the Board, the Executive Committee will take no action that is binding upon the Authority. The Chair of the Authority shall be the presiding officer of the Executive Committee.

2.2 Audit and Finance Committee. The Audit and Finance Committee shall, on a regular basis, review the operating statements of the Authority and make recommendations to the Board and the Executive Director with respect to the financial operations of the Authority. The Committee shall appoint an outside firm to perform the annual audit of the Authority and shall receive the annual certified audit of the Authority's operations prior to its presentation to the Board. The Audit and Finance Committee may require, and shall review, the Authority's internal audits. The Audit and Finance Committee shall be composed of not fewer than three Commissioners, including the Treasurer who shall be its presiding officer. The Chair may appoint additional members from Home Forward's staff, with the approval of the Executive Director, and volunteers from the community with financial experience.

2.3 Nominating Committee. The Executive Committee shall serve as the Nominating Committee.

2.4 The Real Estate and Development Committee. The Chair shall, annually, appoint one Commissioner to preside and no fewer than two additional

Commissioners to serve on the Real Estate and Development Committee. The Chair may also appoint one community member to serve on the Real Estate and Development Committee. The Real Estate and Development Committee shall review and recommend to the Board the approval of proposals of the officers and staff of the Authority for acquisition, disposition, rental, construction, rehabilitation, maintenance and management of the housing developments and facilities of the Authority.

2.5 The Committee for Advancing Racial Justice. The Committee for Advancing Racial Justice shall further diversity, equity, and inclusion in the governance of the Authority, including by initiating, reviewing, and recommending anti-racist policies, procedures, approaches, and initiatives. The Chair shall be a member of the Committee for Advancing Racial Justice and shall annually appoint no fewer than two additional Commissioners as members of the Committee for Advancing Racial Justice. The Chair may also appoint Agency staff and residents and any other persons as additional members. The Committee for Advancing Racial Justice is authorized to change its title without amendments of these Bylaws.

ARTICLE VI
INDEMNIFICATION OF COMMISSIONERS,
OFFICERS, EMPLOYEES, AND AGENTS

Section 1. Authority to Indemnify Representatives.

1.1 Except as provided in Paragraph 1.3, the Authority may indemnify an individual made a party to a proceeding because the individual is or was a Commissioner, officer, employee, or agent of the Authority (a “Representative”) against liability incurred in the proceeding unless:

1.1.1 The conduct of the Representative was outside the scope of his/her official duties;

1.1.2 The Representative’s conduct constituted malfeasance in office; or

1.1.3 The Representative’s conduct constituted a willful or wanton neglect of duty.

1.2 The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Representative did not meet the standard of conduct described in this section.

1.3 The Authority may not indemnify a Representative under this section:

1.3.1 In connection with a proceeding by or in the right of the Authority in which the Representative was adjudged liable to the Authority; or

1.3.2 In connection with any other proceeding charging improper personal benefit to the Representative in which the Representative was adjudged liable on the basis that personal benefit was improperly received by the Representative.

1.4 Indemnification permitted under this Section in connection with a proceeding by or in the right of the Authority is limited to reasonable expenses incurred in connection with the proceeding.

Section 2. Mandatory Indemnification. The Authority shall indemnify a Representative who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Representative was a party because of being a Representative of the Authority against reasonable expenses incurred by the Representative in connection with the proceeding.

Section 3. Advance for Expenses.

3.1 The Authority may pay for or reimburse the reasonable expenses incurred by a Representative who is a party to a proceeding in advance of final disposition of the proceeding if:

3.1.1 The Representative furnishes the Authority a written affirmation of the Commissioner's, officer's, employee's, or agent's good faith belief that the Representative has met the standard of conduct described in Section 1; and

3.1.2 The Representative furnishes the Authority a written undertaking, executed personally or on the Representative's behalf, to repay the advance if it is ultimately determined that the Representative did not meet the standard of conduct.

3.2 The undertaking required by Paragraph 3.1.2 must be an unlimited general obligation of the Representative but need not be secured and may be accepted without reference to financial ability to make repayment.

3.3 Any authorization of payments under this Section may be made by resolution of the Commissioners or by contract.

Section 4. Determination and Authority of Indemnification.

4.1 The Authority may not indemnify a Representative under Section 1 unless authorized in the specific case after a determination has been made that indemnification of the Representative is permissible in the circumstances because the Representative has met the standard of conduct set forth in Section 1.

4.2 A determination that indemnification of a Representative is permissible shall be made:

4.2.1 By the Commissioners by majority vote of a quorum consisting of Commissioners not at the time parties to the proceeding;

4.2.2 If a quorum cannot be obtained under Paragraph 4.2.1, by a majority vote of a committee duly designated by the Commissioners consisting solely of two or more Commissioners not at the time parties to the proceeding. However, Commissioners who are parties to the proceeding may participate in designation of the committee;

4.2.3 By special legal counsel selected by the Commissioners or their committee in the manner prescribed in Paragraphs 4.2.1 or 4.2.2 or, if a quorum of the Commissioners cannot be obtained under Paragraph 4.2.1 and a committee cannot be designated under Paragraph 4.2.2, the special legal counsel shall be selected by a majority vote of the Commissioners, including Commissioners who are parties to the proceeding.

4.3 Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under Paragraph 4.2.3 to select counsel.

Section 5. Insurance. The Authority may purchase and maintain insurance on behalf of a Representative against liability asserted against or incurred by the Representative who is or was a Representative of the Authority or who, while a Representative, is or was serving at the request of the Authority as a director, officer, partner, trustee, employee, or agent of a partnership, joint venture, employee benefit plan, or other enterprise. The Authority may purchase and maintain the insurance even if the Authority has no power to indemnify the Representative against the same liability under Section 1.

Section 6. Application of Article VI.

6.1 The indemnification and provisions for advancement of expenses provided by this Article VI shall not be deemed exclusive of any other rights to which Representatives may be entitled under any agreement, general or specific action of its Commissioners, or otherwise, and shall continue as to a person who has ceased to be a Representative and shall inure to the benefit of the heirs, executors, and administrators of such a person. Specifically and not by way of limitation, the Authority shall have the power to make or agree to make any further indemnification, including advancement of expenses, of:

6.1.1 Any Representative whose agreement for such was approved, adopted, or ratified, before or after such indemnification or agreement is made; and

6.1.2 Any officer, employee, or agent who is not an officer, employee, or agent as authorized by general or specific action of the Commissioners or by agreement.

6.2 This article does not limit the Authority's power to pay or reimburse expenses incurred by a Commissioner in connection with the Commissioner's appearance as a witness in a proceeding at the time when the Commissioner has not been made a named defendant or respondent to a proceeding.

ARTICLE VII MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Authority shall begin on the first day of January of every year. The commencement date of the fiscal year herein established shall be subject to change by the Commissioners.

Section 2. Books and Accounts. Books and accounts of the Authority shall be kept under the direction of the Secretary and in accordance with systems approved by the Commissioners.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Authority shall be audited by a certified public accountant selected by the Commissioners whose report will be prepared and certified.

Section 4. Execution of Corporate Documents. The Chair and the Secretary (the latter acting in his capacity as Executive Director), are authorized to execute all notes and contracts authorized by the Board of Commissioners. With the prior authorization of the Commissioners, notes, checks, and contracts may be executed by other designated persons.

Section 5. Personnel. The Authority may, from time to time, employ and compensate such personnel as the Commissioners deem necessary to exercise their powers, duties, and functions as prescribed by the Housing Authorities Law and all other laws of the State of Oregon and the United States applicable thereto. Except for the Executive Director, the selection of all personnel shall be the responsibility of the Executive Director.

ARTICLE VIII CONFLICT OF INTEREST

Section 1. Contracts.

1.1 Neither the Authority nor any of its contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with any project of this Authority in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:

1.1.1 Any present or former Commissioner, or any member of the Commissioner's immediate family. There shall be excepted from this prohibition any present or former tenant Commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with a resident corporation, the Authority or a business entity.

1.1.2 Any employee or agent of the Authority who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's or agent's immediate family, or the employee's or agent's partner.

1.1.3 Any public official, member of the Portland, Gresham, or Multnomah County governing bodies or Oregon State legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to any project(s) or the Authority.

1.2 Any member of these classes of persons must disclose the member's interest or prospective interest to the Authority and, as to federally funded projects, the Department of Housing and Urban Development.

1.3 The requirements of Paragraph 1.1 may be waived by the Department of Housing and Urban Development for good cause. No person for whom a waiver is requested may exercise responsibilities or functions with respect to the contract to which the waiver pertains.

1.4 The provisions of this Section 1. shall not apply to the General Depository Agreement entered into with an institution regulated by a Federal agency, or to utility service for which the rates are fixed or controlled by the State or local agency.

1.5 Nothing in this section shall prohibit a tenant of the Authority from serving as a Commissioner.

Section 2. Employment.

2.1 The Authority may not hire an employee if the prospective employee is an immediate family member of any person belonging to one of the following classes:

2.1.1 Any present or former Commissioner. There shall be excepted from this prohibition any former tenant Commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the Authority.

2.1.2 Any employee of the Authority who formulates policy or who influences decisions with respect to project(s).

2.1.3 Any public official, member of the Portland, Gresham, or Multnomah County governing body, or Oregon State legislator who exercises functions or responsibilities with respect to any project(s) or the Authority.

2.2 The prohibition referred to in Paragraph 2.1 shall remain in effect throughout the class member's tenure and for one year thereafter.

2.3 The class member shall disclose to the Authority and as to federally funded projects, the Department of Housing and Urban Development, the member's familial relationship to the prospective employee.

2.4 The requirements of this subsection 2 may be waived by the Commissioners for good cause.

Section 3. Definitions. For purposes of Sections 1 and 2, the term “immediate family member” means the spouse, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a “half” or “step” relative, e.g., a half-brother of stepchild).

Section 4. Impartiality. No Commissioner, officer, employee, or agent (“Representative”) shall grant or make available to any person any consideration, treatment, advantage, or favor beyond that which it is the general practice to grant or make available to all members of the public similarly entitled thereto.

Section 5. Use of Public Property. No Representative shall request, use, or permit the use of any publicly owned or publicly supplied property, vehicles, equipment, material, labor, or service for the personal convenience or the private advantage of himself/herself or of any other person. This provision shall not be deemed to prohibit any Representative from requesting, using, or permitting the use of such publicly owned and publicly supplied property, vehicles, equipment, material, labor, and service which it is the general practice to make available to the public at large or which are provided as a matter of stated public policy for the use of Representatives in the conduct of official business.

Section 6. Personal Privilege. No Representative shall request or use any privilege or advantage derived from his employment by, or appointment to, the Authority that has not been authorized, specifically or by reasonable implication, by the Commissioners. Any question respecting such authorization shall be determined by the Commissioners prior to the exercise of such privilege or advantage.

Section 7. Representation of Private Persons. No Representative shall appear on behalf of any private person other than himself or herself before the Authority.

Section 8. Gifts and Favors. No Representative shall give or accept any gift whether in the form of money, thing, favor, loan, or promise, that would not be offered or given to or by him/her, if he/she were not a Representative. Excepted are gifts of nominal value given or received as tokens of appreciation and gifts to officers or employees (other than Commissioners) conferred by the Commissioners.

Section 9. Confidential Information.

9.1 No Representative shall, except in the ordinary course of his/her assigned duties, or without prior formal authorization, disclose any confidential information concerning any other Representative, any tenant, lessor, contractor, or any other person, or any property or affairs of the Authority unless otherwise required by law.

9.2 Whether or not it shall involve disclosure, no Representative shall use or permit the use of any such confidential information to advance the financial or personal interest of himself or herself or any other person.

Section 10. Determination of Conflict of Interest.

10.1 A determination that a conflict of interest exists shall be made:

10.1.1 By the Commissioners by majority vote of a quorum consisting of Commissioners not at the time parties to the proceeding;

10.1.2 If a quorum cannot be obtained under paragraph 10.1.1, by a majority vote of a committee duly designated by the Commissioners consisting solely of two or more Commissioners not at the time parties to the proceeding. However, Commissioners who are parties to the proceeding may participate in designation of the committee;

10.1.3 By special legal counsel selected by the Commissioners or its committee in the manner prescribed in Paragraphs 10.1.1 or 10.1.2 or, if a quorum of the Commissioners cannot be obtained under Paragraph 10.1.1 and a committee cannot be designated under Paragraph 10.1.2, the special legal counsel shall be selected by a majority vote of the Commissioners, including Commissioners who are parties to the proceeding.

Section 11. Advisory Opinions. Upon the written request of the Representative concerned, the Commissioners or specially appointed legal counsel shall render a written advisory opinion based upon the provisions of this Article.

Section 12. Sanctions. In the event that the Commissioners or specially appointed legal counsel shall make a determination that the conduct of any Representative was improper, the Commissioners may, based upon their written findings, conclusions, and determinations, institute appropriate action for censure, suspension, or, in the case of a Commissioner, recommendation to the Mayor of the City of Portland for the removal from office of the Commissioner. Additionally, should the Commissioners feel such action is necessary, they may turn the matter over to appropriate counsel for legal action.

**ARTICLE IX
AMENDMENTS**

The Bylaws of the Authority shall be amended only with the approval of a majority of the Commissioners at a regular or a special meeting, but no such amendment shall be adopted unless at least seven days' written notice thereof has been previously given to Commissioners.

**ARTICLE X
NONDISCRIMINATION**

The Authority shall not discriminate in providing services, hiring employees, or otherwise, upon the basis of gender, race, creed, marital status, sexual orientation, religion, color,

age, or national origin.

STAFF REPORTS

**Procurement & Contracts Department
MONTHLY CONTRACT REPORT
Contracts Approved 07/01/21 - 08/31/21**

PUBLIC IMPROVEMENT
(CONSTRUCTION & MAINTENANCE SERVICES)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2776	0	Bremik Construction	\$ 202,696.00	Demolition / Deconstruction of the Baldwin existing structures, including the removal of two existing underground storage tanks.	DCR	7/12/2021	10/31/2021
C2789	0	Best Way Masonry	\$ 8,080.00	Maintenance shop repair at Celilo	Property Management	8/4/2021	9/5/2021
C2795	0	Colas Construction	\$ 168,362.00	Move PGE power lines across Powell Blvd	DCR	8/4/2021	11/30/2021
C2764	0	Walsh Construction Co.	\$ 77,750.00	Design-Build services for Grace Peck Terrace	DCR	8/5/2021	2/28/2023
C2819	0	Walsh Construction Co.	\$ 8,325.00	BCC repair of the lower courtyard storm water retention planter that is identified as leaking. Since the repairs are partially covered under warranty, Walsh as the original builder is cost-sharing this work and serving as the prime contractor. Forensic (C2721) is the building envelope consultant of record. Funding will come from property reserves.	DCR	8/17/2021	12/31/2021
Subtotal			\$ 465,213.00				5

GOODS & SERVICES

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2777	0	Carbonell Cleaning Solutions	\$ 45,660.00	Landscaping at Stark Manor, Madrona Place, Fir Acres, Eastwood Court, and Alderwood	Property Management	7/12/2021	8/8/2022
C2770	0	Harrity Tree Specialists Inc	\$ 6,585.00	Tree removal at Chateau	Property Management	7/13/2021	8/31/2021
C2784	0	Prime Legacy	\$ 6,898.11	Unit turn at Chateau	Property Management	7/23/2021	8/31/2021
C2788	0	NW Enforcement	\$ 8,000.00	Security at Richmond Place	Asset Mgmt	7/28/2021	12/31/2022

C2794	0	All Aspects Renovations	\$ 9,444.83	Paint and new flooring in IT room at NMW	IFS	8/2/2021	10/4/2021
C2772	0	Diversity Alliance Protection Agency (DAPA)	\$ 150,000.00	Security services at HWE	Property Management	8/9/2021	12/31/2021
C2773	0	Diversity Alliance Protection Agency (DAPA)	\$ 150,000.00	Security services at NW Tower	Property Management	8/9/2021	12/31/2021
C2792	0	Metro Access Controls DBA Metro Overhead Door Inc	\$ 146,000.00	Fob/card readers for stairwells and reception areas at NMW	DCR	8/9/2021	6/30/2022
C2800	0	First Response	\$ 20,000.00	Security Services at North Maryland	Asset Mgmt	8/9/2021	8/1/2023
C2801	0	Carbonell Cleaning Solutions	\$ 53,280.00	Landscaping at Floresta, Townhouse Terrace, Demar Downs, Hunter's Run, Tillicum North, Tillicum South, Powellhurst Woods, Harold Lee Village	Property Management	8/13/2021	8/31/2022
Subtotal			\$ 595,867.94				10

PERSONAL SERVICE CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2771	0	YWCA	\$ 45,215.37	Resident services programming at Louisa Flowers	Community Services	7/7/2021	12/31/2021
C2767	0	Carlson Testing, Inc.	\$ 10,996.00	Special Inspections for the new construction of the Baldwin Apartments.	DCR	7/12/2021	11/1/2022
C2778	0	PBS Engineering & Environmental, Inc.	\$ 6,000.00	Phase I ESA report for Grace Peck Terrace	DCR	7/13/2021	12/31/2022
C2779	0	Bryan Potter Design	\$ 12,000.00	Signage for Schrunk mural	DCR	7/13/2021	12/31/2021
C2780	0	Tierra Salmon Consulting	\$ 10,000.00	Consultation services and research & assessment	Executive	7/14/2021	7/31/2022
C2782	0	Moreland Resource Consulting LLC	\$ 50,000.00	Project to research Home Forward's harm to Black communities of Portland	Executive	7/15/2021	12/31/2021
C2783	0	Elevator Consulting Services	\$ 4,600.00	Review elevator maintenance contract and other new elevator items for the Baldwin Project	DCR	7/16/2021	8/1/2022

C2787	0	GTG Consultants, PC	\$ 9,000.00	CNA for the Yards at Union Station	Asset Mgmt	7/26/2021	11/30/2021
C2786	0	Pegasus Moving & Cleaning	\$ 76,176.00	On-site housekeeping support at BCC, Helen Swindell's, and NWT	Community Services	7/27/2021	6/30/2022
C2791	0	Herrera's Photography	\$ 4,438.00	Aerial still and still image photography at Group 7 Family Properties; Eastwood Court, Fir Acres, and Stark Manor	DCR	8/2/2021	3/31/2022
C2785	0	El Porvenir Services LLC	\$ 143,600.00	Educational trainings for HF staff	Executive	8/4/2021	5/31/2022
C2799	0	QEDLAB Qualified Envelope Diagnostics, Inc.	\$ 3,100.00	Window testing at Group 7 Fir Acres and Stark Manor.	DCR	8/9/2021	12/31/2022
C2820	0	CSG Advisors, Inc.	\$ 10,000.00	Finance and regulatory consultation for Fairfield	DCR	8/17/2021	12/31/2023
C2821	0	Clair Company, Inc	\$ 65,000.00	Special Inspection for SE Powell per City of Portland	DCR	8/23/2021	1/31/2024
C2822	0	Applied Archaeological Research, Inc.	\$ 3,140.00	Consultation Services: cultural resources study, archaeological assessment and documentation at Celilo Court	DCR	8/23/2021	12/31/2022
C2823	0	Applied Archaeological Research, Inc.	\$ 9,980.00	Consultation Services: cultural resources study, archaeological assessment and documentation at Fairfield Apartments	DCR	8/23/2021	12/31/2022
C2830	0	Trash for Peace	\$ 13,041.60	Environmental education workshops at New Columbia	Community Services	8/31/2021	12/31/2021
Subtotal			\$ 476,286.97				17

PROFESSIONAL SERVICE CONTRACTS (A&E)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2768	0	Peter Meijer Architect, PC	\$ 50,000.00	Architectural services for Celilo Court security improvements	DCR	7/6/2021	12/31/2022
C2774	0	KPFF Consulting Engineers	\$ 17,675.00	Updated ALTA Survey for the Baldwin property after demolition of existing structures	DCR	7/9/2021	12/6/2021
C2781	0	Earth Advantage	\$ 33,700.00	Earth Advantage Certification for Killingsworth Housing	DCR	7/13/2021	12/31/2025

C2793	0	PBS Engineering & Environmental, Inc.	\$ 6,200.00	Phase 1 Report for Fairfield Apts	DCR	7/28/2021	12/31/2023
C2796	0	KPFF Consulting Engineers	\$ 18,000.00	Survey for Grace Peck	DCR	8/5/2021	12/31/2022
C2797	0	KPFF Consulting Engineers	\$ 18,000.00	Survey for Fairfield	DCR	8/5/2021	12/31/2023
C2825	0	KPFF Consulting Engineers	\$ 45,150.00	Group 7 Post-construction ALTA surveys for Fir Acres and Stark Manor	Executive	8/29/2021	5/31/2022
Total			\$ 188,725.00				7

AMENDMENTS TO EXISTING CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2294	3	Pegasus Moving & Cleaning	\$ 2,500.00	Skills group and cleaning service focusing on the prevention of evictions related to housekeeping at BCC; amended to extend contract	Community Services	7/2/2021	7/14/2021
C2590	2	TRC Environmental Corporation	\$ 1,800.00	Add cost for reliance letters	DCR	7/6/2021	12/15/2021
C2651	2	Hahn & Associates, Inc.	\$ 2,950.00	Add Contaminated Media Management Plan to Scope for Baldwin	DCR	7/6/2021	10/28/2021
C1994	14	LMC, Inc.	\$ (1,500.00)	red group 1 CO 11	DCR	7/9/2021	9/30/2021
C2092	15	Lorentz Bruun Construction	\$ 385,286.00	Amending scope to Fountain Place Design build CO #13	DCR	7/12/2021	1/31/2022
C2218	3	Staffing Solutions, LLC	\$ 80,000.00	On-call Temporary Labor Staffing Firms & Direct Hire Recruiters; amended to add funds	DBS-HR	7/12/2021	4/30/2022
C2469	3	Rhodes Perry Consulting	\$ -	Policy development and training services to support transgender and non-binary employees; amended to add time	HR	7/12/2021	12/31/2021
C2681	1	Workplace Changes	\$ -	Consultation and recruitment assistance to hire HR positions at HF; amended to extend contract	Executive	7/12/2021	8/30/2021
C1847	4	Central City Concern	\$ 25,000.00	Case Management & Care Coordination services at the Apartments at Bud Clark Commons; amended to extend services	Community Services	7/13/2021	8/1/2021
C2727	1	Gen-Con	\$ 600.00	Charge 8 solar loop with new glycol at Cora Park; amended to fix leak and extend contract	Property Management	7/13/2021	7/31/2021
C2483	1	CSG Advisors, Inc.	\$ 30,000.00	TOA strategy and phasing for Groups 7 & 8; amended to add time	DCR	7/21/2021	6/30/2022

C2686	1	Christo Valikov	\$ 3,220.00	Paint back of Tillicum South mural. All labor and materials	DCR	7/23/2021	8/31/2021
C2686	2	Christo Valikov	\$ 3,000.00	Repaint art mural due to locations of dirt and debris	DCR	7/23/2021	8/31/2021
C2701	2	W.B. Wells & Associates, Inc	\$ 26,505.00	sets survey boundary monuments at the 7 Group 6-1 & 6-2 properties, and includes Multnomah county filing fees to have the surveys legally recorded.	DCR	7/23/2021	12/31/2021
C2666	1	Interstate Roofing	\$ -	Roofing work at NMW; amended to add time	IFS	7/23/2021	9/15/2021
C2430	2	MercuryPDX	\$ 2,500.00	Mail Service for NMW; amended to add funds	FAAM	7/26/2021	1/14/2022
C2701	1	W.B. Wells & Associates, Inc	\$ 12,950.00	ALTA update for 7 ALTA surveys for the Group 6-1 & 6-2 properties. Includes site visits and updated ALTA documents.	DCR	7/26/2021	8/31/2021
C2255	8	Walsh Construction Co.	\$ 131,481.00	wire mold, 6th and 7th floor upgrades, screen replacement	DCR	7/27/2021	4/1/2022
C2271	2	Colas Construction	\$ 229,785.00	CMGC Powell CO #2 extending precon	DCR	8/4/2021	12/31/2022
C2723	2	Heinz Mechanical Industries, Inc	\$ 17,118.00	CO3, Install Chemical Feed Station	DCR	8/4/2021	12/31/2021
C2723	3	Heinz Mechanical Industries, Inc	\$ 6,484.00	CO4, Unforeseen electrical code compliance	DCR	8/4/2021	12/31/2021
C2612	3	JR Johnson, Inc	\$ -	BCC Flood reconstruction; amended to add time	Property Management	8/5/2021	7/31/2021
C2258	3	LMC, Inc.	\$ 16,681.19	Harold Lee Village CO #2	DCR	8/6/2021	12/31/2021
C2327	4	LMC, Inc.	\$ 132,313.53	Group 7 GMP CO #1	DCR	8/6/2021	12/31/2022
C1952	8	Universal Lawncare Maintenance	\$ -	Landscaping Maintenance for 20 Master-Leased Properties; amended to extend contract	Asset Mgmt	8/9/2021	12/31/2021
C2083	4	KPFF Consulting Engineers	\$ 4,200.00	ALTA surveying at Medallion; amending to update the survey	DCR	8/9/2021	11/30/2021
C2084	4	KPFF Consulting Engineers	\$ 4,200.00	ALTA surveying at Williams Plaza; amended to update scope	DCR	8/9/2021	11/30/2021
C2452	1	ValleyScapes Landscape Solutions	\$ 76,951.92	Landscaping at Peaceful Villa, Lexington Court, Cora Park, Chateau, and scattered sites; amended to extend contract	Property Management	8/9/2021	4/5/2023
C2798	4	Metro Access Controls DBA Metro Overhead Door Inc	\$ 4,321.00	Installing new FOB to Dahlke elevator	DCR	8/9/2021	9/30/2021

C2092	16	Lorentz Bruun Construction	\$ 278,492.00	Amending scope to Fountain Place Design build CO #13	DCR	8/10/2021	1/31/2022
C2447	3	Hacker Architects	\$ -	Design for Killingsworth Housing; amended to extend contract	DCR	8/13/2021	12/31/2025
C2677	1	Portland Tree Consulting	\$ -	Arborist consulting at Baldwin; amended to extend time	DCR	8/16/2021	7/31/2022
C2407	5	Lorentz Bruun Construction	\$ 131,543.25	Change order for additional general conditions for COVID-19 related delays to the Headwaters roof repair project.	DCR	8/17/2021	12/31/2021
C2457	7	Forensic Building Consultants	\$ 9,500.00	Additional Design and Construction Administration services to support the closeout of Group 6-2 Add-Back work at the Hunter's Run, Tillicum North, Tillicum South and Harold Lee Village properties.	DCR	8/19/2021	12/31/2021
C2768	1	Peter Meijer Architect, PC	\$ 5,522.00	Work to support zoning appeal for location and height of fence at Celilo Court	DCR	8/19/2021	12/31/2022
C1994	15	LMC, Inc.	\$ -	red group 1 CO 12	DCR	8/20/2021	3/31/2022
C2707	1	Easbey Consulting, LLC	\$ -	Extending contract length for audit of resident files	DCR	8/27/2021	10/31/2021
C2327	5	LMC, Inc.	\$ 17,893.52	Group 7 GMP CO #2	DCR	8/30/2021	12/31/2022
Subtotal			\$ 1,641,297.41				38

OTHER AGREEMENTS (Revenue contracts, 3rd Party contracts, MOU's, IGA's)

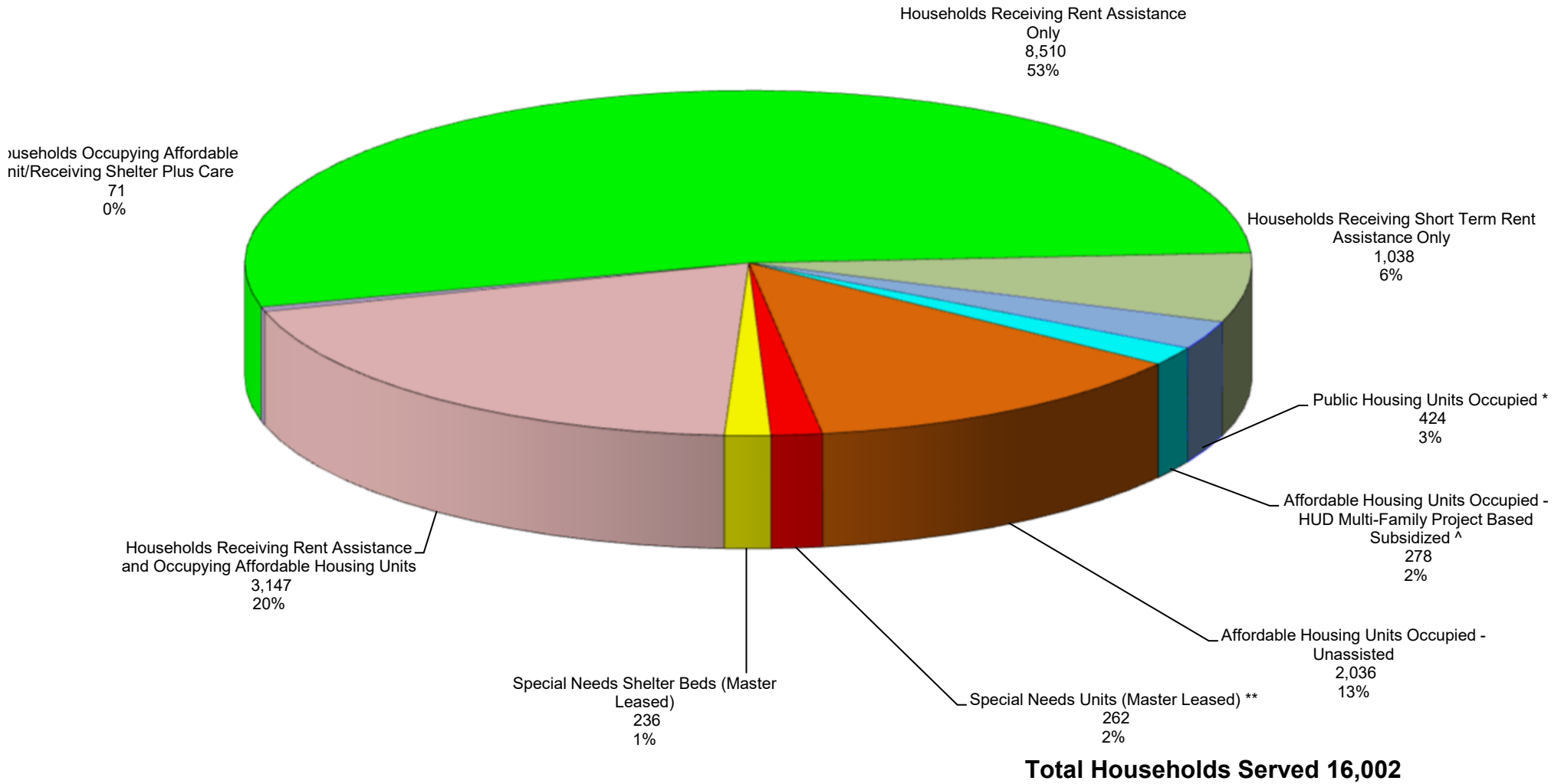
Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2775	0	Washington State University	\$ 83,846.00	IGA and FMR study with WSU	Business Services	7/16/2021	2/28/2022
Subtotal			\$ 83,846.00				1
Total			\$ 3,451,236.32				78

**Procurement & Contracts Department
FUTURE FORMAL PROCUREMENTS
6-Month Look Ahead - September 2021**

Estimated Contract Amount	Description	Dept.	Solicitation Period
\$11 million	A&E - Fairfield	DCR	TBD
\$600,000	Window replacement at Gretchen Kafoury	DCR	Re-Bid Postponed TBD
\$1.5 million	CHSP Housekeeping & Personal Care	Community Services	TBD

HOUSEHOLDS SERVED REPORT

Total Households Served: Rent Assistance and Occupied Housing Units August 2021



Consists of Grace Peck Terrace, Multnomah Manor, Plaza Townhomes, Rosenbaum Plaza, Unthank Plaza
Includes Local Blended Subsidy

Special Needs are physical units as occupancy levels that are not reported to Home Forward by service providers master leasing these properties.

Households Served

Households Served Through Housing Supports August 2021

Rent Assistance	All Programs	Moving to Work Programs	Non-MTW Programs
Rent Assistance Vouchers - Home Forward Fundec	11,657	9,371	1,926
Tenant Based Vouchers	5,100	5,100	
Project Based Vouchers	1,791	1,791	
Hi Rise Project Based Vouchers	1,121	1,121	
RAD Project Based Vouchers SRO MOD	360		
RAD Project Based Vouchers	1,359	1,359	
Single Room Occupancy (SRO)/MODS	126		126
Family Unification Program	215		215
Mainstream Vouchers	92		92
Veterans Affairs Supportive Housing (VASH)	713		713
Rent Assistance - PORT IN From Other Jurisdiction	780		780
Short Term Rent Assistance Programs	1,109	24	1,085
Shelter + Care	461		461
Locally Funded Short Term Rent Assistance	624		624
Earl Boyles	2	2	
MIF Funded Short Term Rent Assistance	-	-	
Alder School	2	2	
New Doors	-	-	
Employment Opportunity Program	20	20	
Work Systems Inc. - Agency Based Rent Assistance	-	-	
Total Rent Assistance	12,766	9,395	3,011
Subsidized Housing Units			
Public Housing Units Occupied	424	424	-
Traditional Public Housing units Occupied	424	424	
Affordable Housing Units Occupied (excluding PH subsidized)	5,532		5,532
Affordable Housing Units - Tenant Based Vouchers	478		478
Affordable Housing Units - Shelter + Care	71		71
Affordable Housing Units - Project Based Vouchers	-		-
Affordable Housing Units - Hi Rise Project Based Vouchers	1,121		1,121
Affordable Housing Units - RAD Project Based Vouchers	1,359		1,359
^ Affordable Housing Units - HUD Multi-Family Project Based	278		278
Affordable Housing Units - VASH Vouchers	116		116
Affordable Housing Units - Family Unification Program	25		25
Affordable Housing Units - Section 8 Port In	48		48
Affordable Housing Units - Unassisted	2,036		2,036
Special Needs	498		498
Special Needs Units (Master Leased) **	262		262
Special Needs Shelter Beds (Master Leased)	236		236
Total Households Occupying Housing Units	6,454	424	6,030
Total Housing Supports Provided to Household	19,220	9,819	9,041
Household Occupying Affordable Unit/Receiving Home Forward Rent Assistance	(3,147)		(3,147)
Households Occupying Affordable Unit/Receiving Shelter Plus Car	(71)		(71)
Total Households Served	16,002	9,819	5,823

Notes:

- ^ Consists of Grace Peck Terrace, Multnomah Manor, Plaza Townhomes, Rosenbaum Plaza, Unthank Plaza
- ** Special Needs are physical units as occupancy levels that are not reported to Home Forward by service providers master leasing these properties.

DASHBOARD REPORT

Home Forward - Dashboard Report For August of 2021

Property Performance Measures

	Number of Properties	Physical Units	Rentable Units	Vacant Units	Occupancy Percentage	Unit Mix						
						Studio/SRO	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5+ Bdrm	Total
Public Housing	13	436	428	4	99.1%	8	207	129	86	6	0	436
Affordable Owned	26	2,401	2,401	82	96.6%	867	704	618	182	30	0	2,401
Tax Credit Partnerships *	41	3,392	3,285	72	97.8%	969	1,186	660	422	138	17	3,392
Total Affordable Housing	67	5,793	5,686	154	97.3%	1,836	1,890	1,278	604	168	17	5,793
Combined Total PH and AH	80	6,229	6,114	158	97.4%	1,834	2,098	1,406	690	174	17	6,219
Special Needs (Master Leased)	27	262	262									
Special Needs (Shelter Beds)	3	236	236									
Total with Special Needs	110	6,727	6,612									

* Excludes Louisa Flowers- has not fully leased up yet

Financial

	Fiscal YTD ending 6/30/21					06/30/21		
	# of Properties/units Positive Net Operating Income (NOI)	Net Operating Income (NOI)	# of Properties/units Negative Net Operating Income (NOI)	Net Operating Income (NOI)	# of Properties/units Under Construction (NOI Does not Apply)	# of Properties meeting Debt Coverage	# of Properties not meeting DCR	# of Properties DCR Not Applicable
Public Housing	12	416	1	20				
Affordable Owned	23	1,430	4	971		13	6	7
Tax Credit Partnerships	26	1,647	10	748	997	12	4	25

Public Housing Demographics

	Households				% Family Type (head of household)				Race % (head of household)					
	# of Households	% of Households	Average Family Size	Average Unit Size	Adults no Children	Family with Children	Elderly	Disabled Not Elderly	Black African American	White	Native American	Asian	Hawaiian/Pacific Island	Hispanic/ Latino
Public Housing Residents	85	20.0%	2.3	2.0	50.6%	49.0%	22.4%	16.0%	24.7%	62.4%	5.9%	2.4%	1.2%	22.4%
0 to 10% MFI	187	44.0%	1.6	1.4	80.8%	19.0%	67.4%	19.0%	19.3%	69.5%	2.1%	6.4%	1.1%	10.7%
11 to 20%	75	17.7%	2.0	1.7	73.3%	27.0%	64.0%	52.0%	17.3%	70.7%	1.3%	8.0%	1.3%	14.7%
21 to 30%	55	12.9%	2.9	2.2	54.6%	45.0%	47.3%	33.0%	27.3%	60.0%	3.6%	1.8%		20.0%
31 to 50%	22	5.2%	2.3	2.2	50.0%	50.0%	45.5%	32.0%	27.3%	63.6%		4.6%		22.7%
51 to 80%	1	0.2%	4.0	3.0	100.0%				100.0%					
Over 80%														
All	425	100.0%	2.0	1.7	68%	31%	54%	49.1%	21.6%	66.6%	2.8%	5.2%	0.9%	15.5%

Waiting List

	# of Households	% of Households	Average Family Size	Average Unit Size	Adults no Children	Family with Children	Elderly	Disabled Not Elderly	Black African American	White	Native American	Asian	Hawaiian/Pacific Island	Hispanic/ Latino	
0 to 10% MFI	3,784	42.7%	2.2	0.4	4.7%	50.2%	31.0%	2.8%	1.5%	5.2%	6.2%	177.6%	5.2%	6.7%	2.0%
11 to 20%	2,959	33.4%	2.1	0.5	12.0%	51.8%	28.9%	5.5%	1.1%	4.7%	4.6%	166.5%	4.6%	4.4%	0.4%
21 to 30%	1,256	14.2%	2.4	0.3	12.3%	47.2%	26.7%	6.2%	1.1%	6.3%	9.8%	189.9%	6.1%	7.9%	0.3%
31 to 50%	661	7.4%	2.7	0.3	13.2%	49.2%	23.6%	10.7%	3.0%	4.8%	6.6%	208.7%	5.1%	8.2%	0.1%
51 to 80%	130	1.5%	2.7	0.2	7.5%	47.4%	22.6%	8.3%	2.3%	3.0%	9.8%	210.5%	5.0%	5.9%	0.0%
Over 80%	78	0.9%	2.2	0.3	7.6%	35.4%	48.1%	6.3%	2.5%	3.8%	1.3%	175.9%	3.3%	6.7%	0.0%
All	8,868	100.0%	2.2	0.4			29.2%	4.9%	1.4%	5.1%	6.2%	178.4%	5.1%	6.2%	

Other Activity

Public Housing	
Names pulled from Wait List	162
Denials	2
New rentals	4
Vacates	4
Evictions	0

Rent Assistance Performance Measures

Utilization and Activity

	Current Month Status					Current Month Activity					Calendar Year To Date				
	Authorized Vouchers	Utilized Vouchers	Utilization	Average Voucher	HUD Subsidy Over / (Under)	Remaining Waiting List	Waiting List Names	New Vouchers Leased	Vouchers Terminated	Voucher Inspections Completed	Utilization	Average Voucher	HUD Subsidy Over / (Under)	New Vouchers Leased	Vouchers Terminated
Tenant Based Vouchers	5,788	5,100	88%	\$773	-830,294	875	0	18	9	313	88%	\$787	-6,160,139	245	119
Project Based Vouchers	3,169	2,912	92%	\$860	-102,605			16	12	53	94%	\$871	-210,817	299	189
VASH Vouchers	1,045	713	68%	\$753	-24,631			6	4	34	69%	\$767	-20,976	71	25
FUP Vouchers	244	215	88%	\$983	35,930			1	0	12	88%	\$965	244,076	10	4
Mainstream Vouchers	229	92	40%	\$929	-80,113			0	0	7	39%	\$119	-1,239,180	3	5
RAD Project Based Vouchers	1,419	1,359	96%	\$694	-57,502			3	3	51	95%	\$87	-7,057,565	199	83
SRO/MOD Vouchers	130	126	97%	\$485	247			1	0	0	94%	\$492	-4,332	19	14
Emergency Housing Vouchers	476	0	0%	\$0	0			0	0	0	0%	\$0	0	0	0
All Vouchers	12,500	10,517	87%	\$788	-1,058,968			45	28	470	88%	\$713	-14,448,933	846	439

Home Forward - Dashboard Report For August of 2021

	Households				% Family Type (head of household)				Race % (head of household)					
	# of Households	% of Households	Average Family Size	Average Unit Size	Adults no Children	Family with Children	Elderly	Disabled Not Elderly	Black African American	White	Native American	Asian	Hawaiian/ Pacific Islnd	Hispanic/ Latino
Tenant Based Voucher Participants *														
0 to 10% MFI	1,113	17.8%	2.5	2.0	48.7%	51.0%	21.1%	29.0%	39.4%	47.2%	3.5%	1.6%	1.2%	9.1%
11 to 20%	2,934	44.2%	1.8	1.7	78.5%	22.0%	62.0%	69.0%	33.5%	54.8%	1.8%	6.2%	0.4%	5.5%
21 to 30%	1,345	20.4%	2.3	2.0	65.6%	34.0%	52.0%	55.0%	36.3%	54.6%	1.4%	4.0%	0.9%	6.6%
31 to 50%	972	14.0%	2.9	2.3	48.6%	51.0%	36.5%	34.0%	41.4%	46.9%	2.2%	3.3%	1.6%	9.0%
51 to 80%	227	3.2%	2.7	2.5	51.9%	48.0%	23.8%	27.0%	52.8%	35.5%	3.3%	3.7%	1.4%	7.5%
Over 80%	27	0.3%	2.9	2.5	45.5%	55.0%	22.7%	23.0%	36.4%	50.0%		4.6%		9.1%
All	6,618	100%	2.2	1.9	65.4%	34.6%	47.9%	52.7%	36.9%	51.7%	2.1%	4.5%	0.9%	7.0%

* (Includes Tenant Based, FUP, VASH, Mainstream and Port In Vouchers)

	Households				% Family Type (head of household)				Race % (head of household)					
	# of Households	% of Households	Average Family Size	Average Unit Size	Adults no Children	Family with Children	Elderly	Disabled Not Elderly	Black African American	White	Native American	Asian	Hawaiian/ Pacific Islnd	Hispanic/ Latino
Project Based Voucher Participants														
0 to 10% MFI	1,113	27.9%	2.0	1.2	63.2%	37.0%	28.1%	32.0%	22.9%	65.2%	3.5%	1.9%	1.7%	15.0%
11 to 20%	1,856	46.5%	1.6	0.9	83.4%	17.0%	61.7%	71.0%	23.2%	66.0%	3.3%	3.1%	0.7%	9.1%
21 to 30%	609	15.3%	2.1	1.3	71.4%	29.0%	58.1%	53.0%	22.7%	68.0%	2.8%	2.5%	0.7%	9.9%
31 to 50%	338	8.5%	2.7	1.9	51.2%	49.0%	39.9%	28.0%	30.2%	56.5%	4.4%	2.4%	1.2%	22.5%
51 to 80%	62	1.6%	2.9	2.2	48.4%	52.0%	37.1%	18.0%	32.3%	59.7%	4.8%		1.6%	30.7%
Over 80%	10	0.3%	4.0	3.1	30.0%	70.0%	30.0%		40.0%	60.0%				40.0%
All	3,988	100%	1.9	1.2	72%	28%	49%	52.7%	23.8%	65.1%	3.4%	2.6%	1.0%	12.4%

	Households				% Family Type (head of household)				Race % (head of household)						Not Reported
	# of Households	% of Households	Average Family Size	Average Unit Size	Adults no Children	Family with Children	Elderly	Disabled Not Elderly	Black African American	White	Native American	Asian	Hawaiian/ Pacific Islnd	Hispanic/ Latino	
Waiting List															
0 to 10% MFI	224	32.2%	2.0				2.9%	26.0%	30.3%	56.3%	4.0%	2.3%	0.9%	7.0%	0.6%
11 to 20%	234	27.2%	1.9				17.6%	55.4%	26.0%	59.8%	2.0%	5.7%	1.4%	4.6%	0.7%
21 to 30%	138	20.3%	2.0				18.6%	43.0%	19.5%	67.9%	0.9%	3.6%	0.9%	5.3%	0.9%
31 to 50%	88	16.7%	2.5				9.9%	23.6%	27.5%	55.5%	3.9%	5.0%	1.1%	5.5%	0.6%
51 to 80%	9	2.9%	2.2				16.1%	19.4%	41.9%	35.5%		6.5%		10.3%	3.2%
Over 80%	2	0.6%	2.9						28.6%	42.9%			14.3%	4.6%	
All	695	100.0%	2.1				12.0%	38.8%	26.5%	59.4%	2.6%	4.1%	1.1%	5.7%	1.0%

	# of Households Participating	\$ Amount of Assistance Provided	Average Cost per Household
Shelter Plus Care	461	444,257	\$963.68
Short Term Rent Assistance	916	946,020	\$1,033

Resident Services

	Housing Program Served	Households Served/	Monthly Funding Amount	Average Funds per Participant
Congregate Housing Services * as of previous month	Public Housing	146	\$80,273	\$549.81

	# Services	# of Programs	# Event Attendees	# Notice/Violation Meetings	# Eviction Notices	# Housing Stability Meetings
Resident Services Coordination Public Housing	1583	57	604	17	11	39

Development/Community Revitalization

New Development / Revitalization

	Units	Construction Start	Construction End	Current Phase	Total Cost	Cost Per Unit
North Group Rehab Project	350	18-Dec	30-Sep	Post -Construction	\$101,323,805	\$289,496
East Group Rehab Project	315	19-Jun	21-Mar	Construction	\$79,925,247	\$253,731
Fountain Place Rehab Project	74	20-Mar	21-Dec	Construction	\$32,804,443	\$443,303

Capital Improvement

Gretchen Kafoury Windows Replacem	N/A	21-Mar	21-Sep	Pre-Construction	\$875,000	N/A
Sequoia Elevated Deck	N/A	21-Mar	21-Sep	Pre-Construction	\$1,822,000	N/A
Schiller Way Elevated Deck Project	N/A	21-Mar	21-Jun	Pre-Construction	\$204,000	N/A
Kelly Place Elevated Deck	N/A	21-Mar	21-Jun	Pre-Construction	\$136,016	N/A