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Home Forward's Chief Operating Officer, Ian Davie, helps our partners at REACH CDC celebrate the opening of 72Foster which has 20 project-based vouchers.

Board of Commissioners Meeting

Location:

Multnomah County Sheriff Office
234 SW Kendall Court
Troutdale, OR 97060-1571

Date & Time:

May 21, 2019
6:15 PM

PUBLIC NOTICE:



Home Forward
BOARD OF COMMISSIONERS
will meet on
Tuesday, May 21, 2019
At 6:15 pm
At the Multnomah County Sheriff Office
234 SW Kendall Court, Troutdale
In the Kellogg Room



MEMORANDUM

To: Community Partners

Date: May 15, 2019

From: Michael Buonocore, Executive
Director

Subject: Home Forward Board of
Commissioners May Meeting

The Board of Commissioners of Home Forward will meet on Tuesday, May 21, 2019 at the Multnomah County Sheriff Office, 234 SW Kendall Court, Troutdale, in the Kellogg Room, at 6:15 P.M. The commission meeting is open to the public.

The meeting site is accessible, and persons with disabilities may call 503.802.8423 or 503.802.8554 (TTY) for accommodations (e.g. assisted listening devices, sign language, and/or oral interpreter) by 12:00 P.M. (noon), Friday, May 17, 2019.

AGENDA



BOARD OF COMMISSIONERS MEETING

MULTNOMAH COUNTY SHERIFF OFFICE
KELLOGG ROOM
234 SW KENDALL COURT
TROUTDALE, OREGON

MAY 21, 2019 6:15 PM

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 April 16, 2019 Board of Commissioners Conference Call Meeting

MISSION MOMENT

Topic	Presenter
Internship to Employment: Across Departmental Collaboration	Odalis Perez-Crouse, April Soles

CONSENT CALENDAR

Following Reports and Resolutions:			
19-05	Topic	Presenter/POC	Phone #
01	Authorize Dispose of Vehicles	Carolina Abdalah	503.280.3708

02	Authorize the Renewal of Employee Health and Welfare Benefit Plans for the Plan Year July 1, 2019 to June 30, 2020	Leslie Katbi Aimee Smith	503.802.8537 503.802.8529
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REPORTS / RESOLUTIONS

Following Reports and Resolutions:			
19-05	Topic	Presenter/POC	Phone #
REPORT	Annual Procurement and Equity Report – Stump Year 2018	Berit Stevenson Celeste King Peter Garcia	503.802.8541 503.802.8541 503.802.8538
03	Authorize Contract with Walsh Construction Company for Design/Build Services for the Renovation of Dahlke Manor Apartments	Jonathan Trutt Michael Fu	503.802.8507 503.802.8499
04	Authorize Execution of Documents for Alderwood, Floresta, Harold Lee Village, Hunters Run, Medallion, Powellhurst, Tillicum North, Tillicum South and Williams Plaza	Jonathan Trutt Theresa Auld	503.802.8507 503.802.8319
05	Authorize Amendments or Contracts for Construction Services with Walsh Construction for 85 Stories, Group 6 Medallion and Williams Plaza Apartments	Jonathan Trutt Leslie Crehan	503.802.8507 503.802.8463
06	Authorize Guaranteed Maximum Price (GMP) Amendment and Contract with LMC Construction for 85 Stories Group 6	Jonathan Trutt	503.802.8507
07	Authorize Proposed Building Name for the Property Located at NE Grand and Hassalo	Ian Davie Pamela Kambur	503.802.8565 503.802.8508
08	Authorize Amendment to the Home Forward Bylaws	Ian Davie	503.802.8565

THE NEXT MEETING OF THE BOARD OF COMMISSIONERS

The next Board Work Session will be Wednesday, June 5, 2019 at 5:30 PM. The meeting will take place at Home Forward, 135 SW Ash Street, in the Columbia Room. The next Board of Commissioners meeting will be Tuesday, June 18, 2019 at 6:15 PM. This meeting will take place at the Multnomah County Building, 501 SE Hawthorne Blvd, in the Commissioners Board Room.

EXECUTIVE SESSION

The Board of Commissioners of Home Forward may meet in Executive Session pursuant to ORS 192.660(2), prior to their regularly scheduled Board of Commissioners meeting. 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
135 SW ASH STREET, OR 97204
Via Conference Call
April 16, 2019

COMMISSIONERS PRESENT

Chair Miki Herman, Vice Chair Damien Hall, Treasurer Jenny Kim, Commissioners Richard Anderson, Matthew Gebhardt, TomiRene Hettman, Vivian Satterfield, Wendy Serrano and David Widmark

STAFF PRESENT

Elise Anderson, Peter Beyer, Tim Collier, Ian Davie, Tonya Evans, Dena Ford-Avery, Kitty Miller, Celia Strauss, Ian Slingerland, Jonathan Trutt

Chair Miki Herman convened the meeting at 6:16 PM.

PUBLIC COMMENT

None

MEETING MINUTES

Minutes of the March 19, 2019 Board of Commissioners Meeting

Minutes of the April 3, 2019 Board of Commissioners Work Session

Chair Miki Herman requested a motion authorizing approval of the minutes to the March 19, 2019 Board of Commissioners meeting and the April 3, 2019 Board of Commissioners Work Session. Commissioner Richard Anderson moved to adopt the minutes. Treasurer Jenny Kim seconded the motion to adopt the meeting minutes.

The vote was as follows:

Chair Miki Herman—Aye

Vice Chair Damien Hall—Aye

Treasurer Jenny Kim—Aye

Commissioner Richard Anderson—Aye

Commissioner Matthew Gebhardt—Absent

Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Wendy Serrano—Aye
Commissioner David Widmark—Aye

CONSENT CALENDAR

RESOLUTION 19-04-02 Authorize Submission of the Moving to Work Eighteenth-Year Annual Report

RESOLUTION 19-04-03 Authorize Changes to the Administrative Plan for Rent Assistance

RESOLUTION 19-04-04 Authorize Contracts for Modernization and Maintenance of Elevators at Schrunck Riverview Tower, Medallion and Williams Plaza Apartments

Celia Strauss read the title of the resolutions on the Consent Calendar. There being no questions, Chair Miki Herman requested a motion to approve. Commissioner David Widmark moved to adopt the Consent Calendar and Commissioner Wendy Serrano seconded the motion.

The vote was as follows:

Chair Miki Herman—Aye
Vice Chair Damien Hall—Aye
Treasurer Jenny Kim—Aye
Commissioner Richard Anderson—Aye
Commissioner Matthew Gebhardt—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Satterfield—Aye
Commissioner Wendy Serrano—Aye
Commissioner David Widmark—Aye

ADJOURN

There being no further business, Chair Miki Herman adjourned the meeting at 6:22 PM.

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

ADOPTED: MAY 21, 2019

Attest:

Home Forward:

Michael Buonocore, Secretary

Mary Ann Herman, Chair

CONSENT CALENDAR



MEMORANDUM

To:	Board of Commissioners	Date:	May 21, 2019
From:	Carolina Abdalah Director of Integrated Facilities and Safety 503.280.3708	Subject:	Authorize Dispose of Vehicles: #781 GMC Garbage Truck #796 Peterbilt Garbage Truck

The Board of Commissioners is requested to approve the sale of two Home Forward vehicles. This action is made pursuant to recent Board of Commissioners approval of Home Forward's decision to contract with external providers of garbage and recycling services (Resolution 18-10-10).

By selling unnecessary surplus property, Home Forward will be able to re-invest proceeds in the activities of the Department of Integrated Facilities and Safety, including work to improve our emergency and disaster preparedness work within the strategic plan One Portfolio Initiative.

As of January 1, 2019, Home Forward ceased operation of internal garbage and recycling services utilizing agency-owned trucks. This action came in response to financial analysis regarding the cost of new trucks which is required in compliance with City of Portland Ordinance No. 176687, 18166 which will mandate the replacement of garbage and recycling trucks with an engine older than 12 years of age.

The remaining trucks that provided this service are now deemed surplus property, pursuant to Home Forward's Public Contracting Rules and Procedures Manual. The manual, Division 46-0110, defines "surplus property" as "all personal property, including but not limited to vehicles and titled equipment owned by Home Forward that Home Forward no longer has a use for, is unsuitable for use, has become too costly to repair, or

is obsolete.” The Manual, Division 46-0170, also requires Board of Commissioners approval to dispose of surplus property “if the estimated value of any single item of Surplus Property exceeds \$25,000.”

Home Forward purchased the following two garbage trucks for the purpose of disposal of garbage and recycling at Home Forward managed properties:

- a. Peterbilt Garbage Truck, License Plate Number E-249147, VIN
3BPZL59X3BF131262
- b. GMC Garbage Truck, License Plate Number E-214744, VIN
1GDT7C4CX2J517281

Thus, the two Garbage trucks are no longer in use by Home Forward.

Staff of the Integrated Facilities and Safety department reviewed online sales price of these items and, based on that review, estimates that the garbage trucks will be purchased for an amount that exceeds \$25,000.

Upon Board approval of the sale, we plan to auction off these vehicles and generate surplus revenue for the Integrated Facilities and Safety Department.



RESOLUTION 19-05-01

RESOLUTION 19-05-01 AUTHORIZES THE EXECUTIVE DIRECTOR OR DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO AUCTION PETERBILT GARBAGE TRUCK, GMC GARBAGE TRUCK

WHEREAS, Home Forward is the owner of these motor vehicles;

WHEREAS, Home Forward has evaluated these vehicles and determined that these motor vehicles are no longer necessary for the operation of business;

WHEREAS, Home Forward wishes to sell these motor vehicles; and

WHEREAS, Home Forward wishes to use the proceeds to invest in the Integrated Facilities and Safety Department.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward authorizes the Executive Director to execute any and all documents necessary to auction the following motor vehicles described as:

- a. Peterbilt Garbage Truck, License Plate Number E-249147, VIN 3BPZL59X3BF131262
- b. GMC Garbage Truck, License Plate Number E-214744, VIN 1GDT7C4CX2J517281

ADOPTED: MAY 21, 2019

Attest:

Home Forward:

Michael Buonocore, Secretary

Mary Ann Herman, Chair



MEMORANDUM

To:	Board of Commissioners	Date:	May 21, 2019
From:	Leslie Katbi, Learning and Organizational Development Coordinator 503.802.8537	Subject:	Authorize the Renewal of Employee Health and Welfare Benefit Plans for the Plan Year July 1, 2019 to June 30, 2020 Resolution 19-05-02
	Aimee Smith, Human Resources Manager 503.802.8529		

The Board of Commissioners is requested to approve the recommendation of Home Forward's Labor Management Healthcare Plan Committee to renew the health and welfare benefits plans for the July 1, 2019 to June 30, 2020 plan year.

Home Forward offers health and welfare benefits to eligible employees. Annually, decisions are made about the plan design of the benefits program, and through Home Forward's benefits broker, contracts are negotiated with benefits providers. Once the contracts are negotiated and approved, Home Forward employees participate in open enrollment.

Under state law, benefits are a mandatory subject of bargaining. Home Forward's Labor Management Healthcare Plan Committee, established in 2003, is the forum through which Home Forward bargains the health and welfare plan changes required by the escalating costs of medical and dental insurance benefits. The nine members of the Committee include three representatives each from AFSCME, the Building Trades and Management. The agency's benefits broker, The Partners Group, staffs the Committee. The Partners Group provides benefit analysis, healthcare plan utilization, information on health insurance trends and any other information deemed necessary for the Committee to make informed

decisions about Home Forward's healthcare plans and cost containment strategies. Recommendations for health plan renewals are made to the Board of Commissioners based on a majority vote of the Committee members.

Our standard approach is to navigate to a benefit renewal of no more than a 5% increase over the prior year. A 5% increase was included in the budget for FY2019. Other guiding principles for the Labor Management Committee include trying to maintain benefits, when possible, year-to-year, maintaining parity between the health insurance plans and ensuring that any necessary changes to the plans impact the fewest number of employees possible.

Home Forward's medical insurance, which accounts for the majority of Home Forward's health and welfare costs, is split between two carriers, Kaiser and Providence. Dental insurance coverage is provided by Kaiser and MetLife. In past years, there was a need for The Partners Group to negotiate with the carriers following initial renewal information to look for any flexibility in the proposed increases that exceeded the target of 5%. For this renewal, the initial renewal offers to keep the current health and welfare plans were so favorable that on the advice of The Partners Group, we opted to accept the offers: Kaiser medical at 3.9%; Providence medical at 2.9%, Kaiser dental at 8.0%, MetLife dental at 0.0%. Home Forward's short-term, long-term and life insurance policies did not experience an increase.

Even with the increase in Kaiser dental (which is an unusually robust plan that had 0.0% increase in 2018), the reduction for Kaiser medical combined with the low rate of increase for Providence resulted in a final projected decrease over last year of \$6,803 or -0.2%, an unprecedented result in the experience of the Committee.

The carrier for Home Forward's medical flexible spending account, dependent care account and commuter expense account continues to be ASIFlex. Feedback on customer support from this carrier has been mostly positive.

On May 2, 2019, the Labor Management Committee voted unanimously to recommend to the Board of Commissioners renewing the current health and welfare benefits package.

ATTACHMENT

Summary of the impact to Home Forward of the health and welfare benefit renewal



RESOLUTION 19-05-02

RESOLUTION 19-05-02 AUTHORIZES THE RENEWAL OF EMPLOYEE HEALTH AND WELFARE BENEFIT PLANS FOR THE PLAN YEAR JULY 1, 2019 TO JUNE 30, 2020

WHEREAS, the representatives of Home Forward, AFSCME and the Building Trades Council have formed a joint Labor Management Healthcare Plan Committee for the purpose of evaluating, designing and recommending healthcare plans; and

WHEREAS, the provision of health and welfare benefits is a mandatory subject of bargaining under the Public Employer Collective Bargaining Act; and

WHEREAS, the duly authorized representatives of Home Forward have met in negotiation meetings with representatives of AFSCME and the Building Trades Council; and

WHEREAS, the Committee has voted to recommend to the Executive Director and the Board of Commissioners that the healthcare plans be renewed;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Home Forward to approve the recommendation of the Labor Management Healthcare Plan Committee to adopt the health and welfare benefit plan cost changes as described in Attachment A.

ADOPTED: MAY 21, 2019

Attest:

Home Forward:

Michael Buonocore, Secretary

Mary Ann Herman, Chair

Home Forward - Renewal 7/1/2019
Estimated Annual Employer Impact/Cost Projection
Employee Contributions at Current & Proposed Levels
All Bargaining Groups

Current vs Renewal

Benefit Plan	Current Rates and Fees			Estimated Renewal Costs - Current Rates v. Proposed Rates					
				Rates & Fees		Dollar Change		Percent of Change	
	Total Annual Cost	EE Count	Annual Cost/EE	Total Annual Cost	Annual Cost/EE	Total Annual Cost	Annual Cost/EE	Total Annual Cost	Annual Cost/EE
Providence Health Plans - EPO Plan	\$1,957,208	100	\$19,572	\$2,013,956	\$20,140	\$56,748	\$567	2.9%	2.9%
Kaiser - HMO Plan	\$2,238,111	167	\$13,402	\$2,150,848	\$12,879	(\$87,263)	(\$523)	-3.9%	-3.9%
Medical/Rx/Vision Plan(s) Subtotal	\$4,195,319	267	\$15,713	\$4,164,804	\$15,599	(\$30,515)	(\$114)	-0.7%	-0.7%
MetLife Dental	\$132,565	83	\$1,597	\$132,565	\$1,597	\$0	\$0	0.0%	0.0%
Kaiser DMO Dental	\$346,000	187	\$1,850	\$373,782	\$1,999	\$27,782	\$149	8.0%	8.0%
Dental Plan(s) Subtotal	\$478,565	270	\$1,772	\$506,347	\$1,875	\$27,782	\$103	5.8%	5.8%
Subtotal: Combined Health Plans	\$4,673,884	267	\$17,505	\$4,671,151	\$17,495	(\$2,733)	(\$10)	-0.1%	-0.1%
Estimated AFSCME EE Contributions	\$348,408	145	\$2,403	\$346,232	\$2,388	(\$2,175)	(\$15)	-0.6%	-0.6%
Estimated Trades EE Contributions	\$116,155	58	\$2,003	\$119,865	\$2,067	\$3,710	\$64	3.2%	3.2%
Estimated Non-Represented EE Contributions	\$217,680	64	\$3,401	\$220,216	\$3,441	\$2,535	\$40	1.2%	1.2%
Estimated Employee Contributions	\$682,243	267	\$2,555	\$686,313	\$2,570	\$4,070	\$15	0.6%	0.6%
Subtotal: Net Employer Health Plan Cost	\$3,991,641	267	\$14,950	\$3,984,838	\$14,924	(\$6,803)	(\$25)	-0.2%	-0.2%
Hartford Life/AD&D	\$47,903	276	\$174	\$47,903	\$174	\$0	\$0	0.0%	0.0%
Hartford STD	\$62,904	267	\$236	\$62,904	\$236	\$0	\$0	0.0%	0.0%
Hartford LTD	\$26,731	271	\$99	\$26,731	\$99	\$0	\$0	0.0%	0.0%
Life, AD&D & Disability Plans Subtotal	\$137,538	276	\$498	\$137,538	\$498	\$0	\$0	0.0%	0.0%
Subtotal: Net Health, Life/Disability Plan	\$4,129,178	267	\$15,465	\$4,122,375	\$15,440	(\$6,803)	(\$25)	-0.2%	-0.2%
ASI Flex 125 Plan Admin Services	\$6,552	156	\$42	\$6,552	\$42	\$0	\$0	0.0%	0.0%
ASI Flex 132 (CERA) Plan Admin Services	\$1,176	28	\$42	\$1,176	\$42	\$0	\$0	0.0%	0.0%
Cigna Business Travel Accident	\$2,144	276	\$8	\$2,144	\$8	\$0	\$0	0.0%	0.0%
Ancillary Plans' Subtotal	\$9,872	276	\$36	\$9,872	\$36	\$0	\$0	0.0%	0.0%
NET GRAND TOTAL: ALL PLANS	\$4,139,050	267	\$15,502	\$4,132,247	\$15,477	(\$6,803)	(\$25)	-0.2%	-0.2%
PERS Contributions	\$3,068,412	276	\$11,117	\$3,299,140	\$11,953	\$230,728	\$836	7.5%	7.5%
NET GRAND TOTAL: ALL PLANS & PERS	\$7,207,462	267	\$26,994	\$7,431,387	\$27,833	\$223,925	\$839	3.1%	3.1%

Cigna Business Travel Accident: Home Forward paid 3 years in full during July 2018 renewal. The amount shown is the annual cost of the 3 years paid in full.

ANNUAL PROCUREMENT AND EQUITY REPORT



MEMORANDUM

To:	Board of Commissioners	Date:	May 21, 2019
From:	Berit Stevenson, Former Procurement and Contracts Manager	Subject:	Annual Procurement and Equity Report – SY 2018

Contracting Overview

The Procurement and Contracts Department works to meet Home Forward's contracting needs while ensuring both compliance with the law and compliance with our agency goals for contracting equity in support of local target businesses and workforce. This report will review the outcomes of these efforts in Stump Fiscal Year (SY) 2018 by providing an overview of Home Forward's procurement activity, and how this activity relates to meeting agency goals for contracting with minority-owned, women-owned, and emerging small businesses (MWESB), employing a diverse and growing workforce on Home Forward construction projects, and meeting the contracting and hiring goals set forth in U.S. Department of Housing and Urban Development's (HUD) Section 3 program.

SY2018 Activity

In SY 2018, the Procurement department processed 334 new contracts and amendments to existing contracts in the nine month fiscal year period. This is an approximate 8% increase of total contracts from the prior full fiscal year. Figure 1 below depicts the contracting activity levels within each procurement category, as well as the total dollar values.

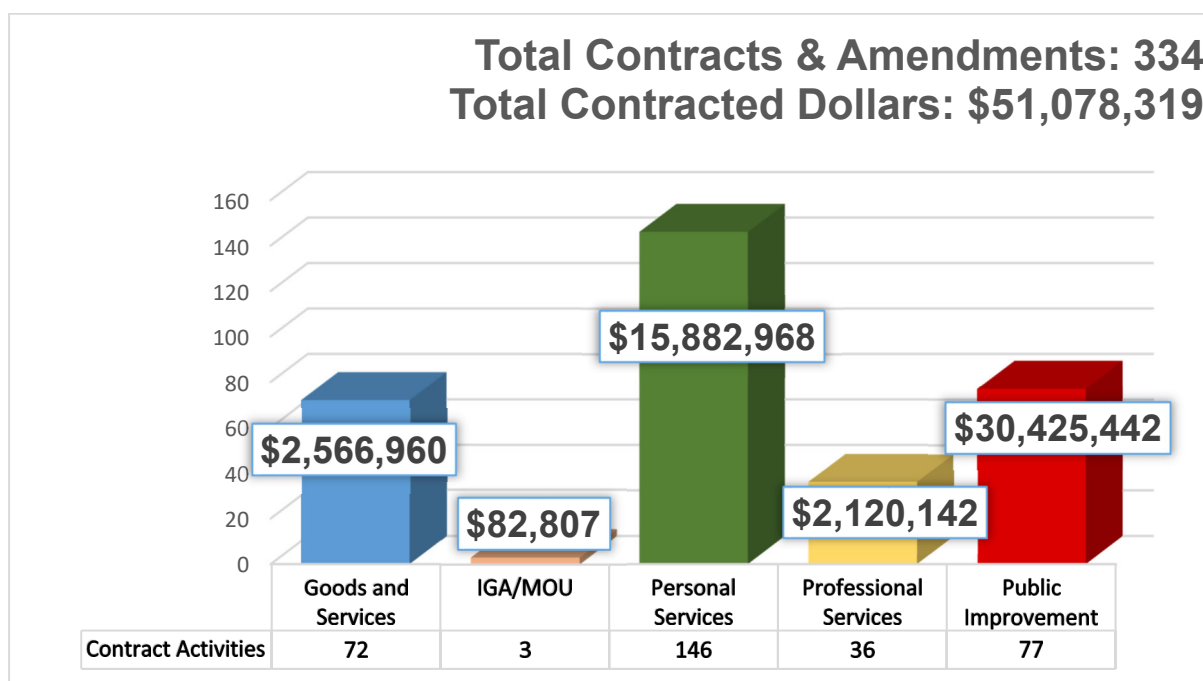


Figure 1. SY 2018 Contract and Amendment Activity

The Procurement and Contracts staff prepares a monthly contract report to keep the Board of Commissioners abreast of Home Forward’s contracting activities. These reports contain information on all new contracts and amendments. Additionally, in SY 2018 contract activities in excess of \$100,000 required Board approval prior to execution. This threshold has recently been increased to \$1,000,000 for contracts and \$500,000 for amendments. Additionally, the monthly contracts report will now include a 6-month preview of formal procurements.

Economic Equity in Procurement and Contracting

History

In 2002, the Home Forward Board of Commissioners established the agency’s *Economic Participation in Contracting Policy*. The policy established an aspirational goal for directing 20% of overall contracting dollars toward MWESB contractors.¹ In 2012, the Board of Commissioners adopted Resolution 12-03-04, revising and renaming the policy into its present iteration, the Home Forward *Economic Equity Policy*. The revision included requirements related to Section 3 of the HUD Act of 1968, as amended in 1994. Section 3, as it is commonly referred to, requires that Home Forward ensures employment, training, contracting and other economic opportunities generated by fiscal support from HUD shall, “to the greatest extent feasible, and consistent with Federal, State and local laws and

¹ Contractors designated as a Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or an Emerging Small Business as certified by the State of Oregon’s Certification Office for Business Inclusion and Diversity (COBID) program.

regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.”²

In 2017, the Procurement Department adapted a new methodology in reporting its contracting equity data to better reflect the agency’s contracting goals and prevailing practices of other public agencies. This new methodology now includes contract types such as emergency contracts, sole source and property management agreements, which were previously excluded in calculating contracting equity outcomes. The methodology also excludes intergovernmental agreements/memorandums (IGA/MOU) and contracts with non-profit agencies as these entities are not by definition able to become certified. As a result, 35 of the 334 contract activities from SY 2018 have been omitted from the equity calculations, leaving only 299 contract activities with for-profit businesses.

MWESB Participation Outcomes

In SY 2018, Home Forward awarded 26% of its contracting dollars to Oregon-certified MWESB firms, exceeding the aspirational goal of directing 20% of contracting dollars to MWESB firms. Figure 2 below shows MWESB participation for SY 2018. The upper half represents all non-construction activity, while construction (Public Improvement) contracting is represented in the lower half. Figure 3 provides disaggregated percentages of contract dollars awarded to minority-owned, women-owned and emerging small businesses respectively.

Economic Equity Contracting Outcomes - Stump Year 2018				
Personal Services Professional Services and Goods & Services	Number of Contracts & Amendments	Total Contract Amount	Total Amount of MWESB Contracting Dollars	Percent MWESB Utilization
Direct Appointment	149	\$4,351,261	\$158,504	2%
Intermediate	51	\$931,341	\$218,409	23%
Formal	22	\$5,952,897	\$801,394	13%
Subtotal	222	\$ 11,235,499	\$ 1,178,307	10%
Public Improvement	Number of Contracts & Amendments	Total Contract Amount	Total Amount of MWESB Contracting Dollars	Percent MWESB Utilization
Direct Appointment	6	\$51,003	\$38,649	76%
Intermediate	27	\$352,136	\$252,382	72%
Formal	44	\$30,022,303	\$9,431,844	31%
Subtotal	77	\$ 30,425,442	\$ 9,722,875	32%
Total	299	\$ 41,660,941	\$ 10,901,182	26%

Figure 2. SY 2018 Economic Equity Contracting Results

² 24 C.F.R. § 135.1.a (2017).

The overall 26% MWESB participation for SY2018 is a 2% increase from the prior fiscal year. While there was a percentage increase of 2%, actual dollars flowing to MWESB firms did decline from \$15,000,000 in the prior fiscal year to \$11,000,000 in the SY2018. This decrease is likely attributed to the shorter 9-month fiscal year.

Disaggregate MWESB Data

Figure 3 below indicates participation rates among minority owned, women owned and emerging small businesses separately. As indicated, 59% of dollars paid to MWESB firms went to minority-owned firms; 37% to women-owned firms and 4% to ESBs.

Disaggregated MWESB Contracting	Contracted Amount	MWESB Contract Amount	MWESB %	MBE	WBE	ESB
Personal Services	\$6,555,097	\$453,354	7%	13%	79%	8%
Goods and Services	\$2,559,960	\$87,681	3%	1%	29%	70%
Professional Services	\$2,120,442	\$637,273	30%	53%	27%	20%
Public Improvement	\$30,425,442	\$9,722,875	32%	62%	36%	2%
Total	\$41,660,941	\$10,901,183	26%	59%	37%	4%

Figure 3. Disaggregated MWESB Participation

Year-Over-Year Review

Reviewing contracting equity data from the previous three years shows that no two contracting years are exactly alike. Given the high dollar amounts of construction contracts and the high level of participation in these contracts, MWESB participation in this contracting category is a strong indicator of the agency's total participation figures.

Contract Type	FY16	FY17	FY18	SY18	4-Year Average
Goods & Services, Personal Services, Professional Services MWESB Participation	25%	15%	9%	10%	15%
Public Improvement MWESB Participation	27%	59%	26%	32%	36%
Total MWESB Business Participation	27%	37%	24%	26%	28%

Figure 4. Four-year look back at contracting equity report data

Lastly, Figure 5 provides MWESB participation data for the major design and construction contracts undertaken by Home Forward in SY2018. The Figure provides data of actual dollars spent from contract commencement through SY2018 and is a good indicator of how contracts/projects are proceeding. As indicated, some contracts/projects are well underway, such as the Grand project, while others are at their initial stages, and thus show much less spending and participation.

Project	Invoiced Amounts from Project Start to 12/31/18	Invoiced MWESB Amounts through 12/31/18	% MWESB Actuals to Date
O'Neill-Walsh Design-Build @ NE Grand	\$24,139,055	\$6,734,769	28%
Merryman Barnes A&E for Alderwood, Floresta, Powellhurst	\$212,500	\$167,948	79%
KASA A&E for Tamarack, Winchell, Camelia	\$656,308	\$203,107	31%
Forensic A&E for Hunter's Run, Tillicum North & South, Harold Lee Village	\$81,907	\$0	0%
MWA A&E for Schrunk Tower, Bel Park, Eliot Square, Maple Mallory	\$786,014	\$282,948	36%
Walsh Design-Build @ Medallion Apts & Williams Plaza	\$1,471,241	\$891,192	61%
LMC CM/GC @ Bel Park, Eliot Square, Maple Mallory	\$77,662	\$0	0%
LMC CM/GC @ Tamarack, Winchell Court, Camelia Court	\$666,677	\$125,000	19%
LMC CM/GC @ Schrunk Tower (Maintenance)	\$186,652	\$0	0%
LMC CM/GC @ Schrunk Tower (Development)	\$113,230	\$0	0%

Figure 5 – MWESB Participation for major design and constructions contracts

Section 3

The economic equity goals targeting low- and very low-income residents per Section 3 of the Housing and Urban Development Act of 1968 are multi-pronged—extending beyond contracting activity—and include agency hiring practices and other economic-advancement opportunities through training and employment. Section 3 goals include:

- 10% of HUD-funded construction spending is directed toward Section 3 businesses
- 3% of HUD-funded non-construction spending is directed toward Section 3 businesses
- 30% of new hires are Section 3 residents³

Section 3 Outcomes

Contracts covered by Section 3 requirements are identified by tracking draws from the Capital Fund Program (CFP), or other federal funding streams, that partially or totally fund contract activity. In the report period from April 2018 through December 2018, contracts worth approximately \$2,250,000 were identified. The table below shows the percentage of those dollars directed toward Section 3 businesses, as well as hiring data for both Home Forward and Section 3 covered contracts.

As shown in Figure 6, Home Forward achieved the 10% target on construction contracting dollars to Section 3 businesses. No HUD funding supported non-construction contract activities in this reporting period. The non-construction contracts were primarily legal and relocation contracts, neither of which have Section 3 contracting opportunities. Lastly, Home Forward achieved the 30% goal for new hires with 62%, primarily attributed to Home Forward new hires self-reporting as Section 3 residents.

The following table shows the Section 3 activity throughout the 2018 stump year.

³ This requirement applies to both HUD-funded construction projects and Home Forward hiring.

Section 3 Covered Activity April, 2018 – Dec 31, 2018	Moving To Work	
	Construction	Non-Construction
Total Dollar Amount of Construction Contracts Awarded	\$69,886	\$2,195,820
Total Dollar Amounts Awarded to Section 3 Businesses	\$16,759	\$0
% of the Dollars awarded to Section 3 Businesses	24%	0%
New Hires	42	
Section 3 New Hires	27	
% of Section 3 New Hires	62%	

Figure 6. Section 3 outcomes during the period of 4/1/18 through 12/31/18

When reported numbers fall short of HUD targets, details of additional efforts toward Section 3 compliance are requested. This allows Home Forward to report on work beyond HUD-funded projects and other activities that promote Section 3 objectives. Additionally, HUD encourages the provision of “other training and employment related opportunities,” including but not limited to, “use of ‘upward mobility’, ‘bridge’ and trainee positions to fill vacancies...and hiring Section 3 residents in part-time positions.”⁴ Home Forward did contract or subcontract more than \$3.9 million with Section 3-certified firms among six contracts that were not supported by federal dollars, and thus exempt from Section 3 requirements. These contracts were primarily RAD construction contracts, completing renovation work at several properties. In addition, the efforts of Home Forward’s Greater Opportunities to Advance, Learn and Succeed (GOALS) program qualify as such economic opportunities and contribute to upward mobility for Home Forward residents and participants, providing access to financial literacy and credit repair workshops, as well as workshops and guidance around homeownership.

Workforce Training and Hiring

The Workforce Training and Hiring Program (WTHP) requires state-registered apprentices to work a minimum of 20% of the labor hours per trade on construction contracts over \$200,000 and subcontracts of no less than \$100,000. In addition to apprentice hours, Home Forward’s program aims to increase the numbers of women and minorities in the construction trades. To meet the goals and program requirements, Home Forward contracts with the City of Portland to monitor job hours and provide reporting. In SY 2018, the City of Portland monitored 70,036 labor hours across four construction projects on behalf of Home

⁴ 24 C.F.R. § 135.40.b (2017).

Forward. Labor hours are recorded by trade along with data showing (1) hours worked by journey-level workers and apprentices, (2) hours worked by minority and female tradespeople, and (3) hours worked by Section 3 individuals as appropriate.

The four qualifying construction projects – Grand Avenue, Fairview Woods’ Emergency Repairs, Humboldt Gardens Painting and Teal 1 – either began or completed work over the course of SY 2018. While not every contractor met all of the Workforce goals on each project—an extremely rare occurrence across the Portland metro area—three projects in this reporting period have meet the 20% goal for apprentice hours. The Humboldt Gardens painting project did not accomplish any apprentice hours and therefore did not meet the 20% goal. Painting is one of a few trades that has historically not been able to keep up with demands for apprentices. A small job such as the Humboldt Gardens project is particularly unlikely to secure apprentices notwithstanding the general contractor’s efforts to secure and train apprentices. The general contractor and was able to provide evidence of these good faith efforts to secure apprentices and, based on these efforts, was relieved of the apprenticeship requirement.

Two of the four projects met or exceeded the goal of 9% of hours performed by tradeswomen, a goal that has often been problematic for projects. Across all Home Forward projects in this reporting period, 26% of the total labor hours were performed by minority workers and 6% of all labor hours were performed by women.

	Hours in Reporting Period	Apprentice Hours	Apprentice Hours %	Minority Hours	Minority Hours % (18% Goal)	Female Hours	Female Hours % (9% Goal)
Grand Ave	92,321	24,883	27%	27,193	29%	4,493	5%
Fairview Emergency	8,728	2,269	26%	785	9%	1,317	15%
Humboldt Gardens	3,738	0	0%	0	0%	537	14%
Teal 1 - Tamarack, Winchell, Camelia	488	164	34%	129	26%	0	0%
Totals	105,275	27,316	26%	28,107	26%	6,347	6%

Figure 7. Summary of labor hours performed on Home Forward projects in FSY 2018.

Conclusions

Procurement staff will continue working with contract and project managers to support contracting activities in compliance with federal and state requirements and to achieve Home Forward's MWESB contracting goals, as well as continue to support the diverse workforce and businesses in our community. As expected, overall MWESB participation results are dependent upon the agency's construction activity year over year, and these figures continue to fluctuate depending not only on the amount of construction performed, but also the type of work and the building type.

Looking ahead, workforce development and equity is primed to move to the forefront of the conversations around equity in contracting among public owners in the Portland metro area. Keeping in step with the current emphasis on workforce development and equity, the Procurement department will continue its efforts as a member of the Public Owners Work Group as well as work diligently to achieve goals on Home Forward projects.

RESOLUTIONS



MEMORANDUM

To:	Board of Commissioners	Date:	May 21, 2019
From:	Jonathan Trutt, Director Development and Community Revitalization 503.802.8507 Michael Fu, Project Manager, Development and Community Revitalization 503.802.8499	Subject:	Authorize Contract with Walsh Construction Company for Design/Build Services for the Renovation of Dahlke Manor Apartments Resolution 19-05-03

The Board of Commissioners is requested to authorize the Executive Director or his designee to execute a contract between Home Forward and Walsh Construction Co. for the initial design/build programming phase at Dahlke Manor Apartments as part of our public housing rehabilitation through Section 18 dispositions. This action supports 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.

During the initial programming phase, the design/build team will assess the building's needs, develop an understanding of Home Forward's rehabilitation goals and develop a scope of work. These efforts will allow Walsh Construction Co. to establish preliminary pricing. With a scope of work and preliminary pricing, Home Forward staff will be able to determine how much rehabilitation can be accomplished within an established budget.

After the programming phase, staff anticipates two subsequent board resolutions to authorize the following design/build services work:

- (1) full design services phase, which will generate construction documents and permitting, and
- (2) construction phase

The cost of the programming phase is \$93,750. The current budget for all design/build services necessary for the preservation of Dahlke Manor Apartments is approximately \$11,000,000.

Physical improvements to Dahlke Manor Apartments support the current Strategic Plan's One Portfolio Objective by using financing to leverage funds for preservation.

Home Forward's preservation strategy is to preserve and rehabilitate the existing 115 public housing apartments through significant capital investment. This investment will decrease maintenance costs and improve safety and residents' quality of life.

Beginning in February 2019, Home Forward's Procurement and Contracting Department conducted a formal procurement process, issuing an RFP to identify and select a design/build team to provide programming, design and construction services at Dahlke Manor Apartments. On April 2nd, 2019, three proposals were received. A selection committee evaluated the proposals based on criteria identified in the RFP that included relevant experience, projected participation by minority, women owned and emerging small businesses (MWESB) and costs. Upon conclusion of their evaluation process, the selection committee recommended that Walsh Construction Co. be selected as the most advantageous selection. Participation of MWESBs is projected to be 20% for the contract.

The work of the contract will be accomplished in phases, with initial programming authorized by the attached resolution beginning immediately upon contract execution. Once the scope of work has been determined after the programming phase, design services and construction will follow. Cost for these future phases will be negotiated with Walsh Construction Co. and amendments to the contract initiated.



RESOLUTION 19-05-03

RESOLUTION 19-05-03 AUTHORIZES THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE A CONTRACT WITH WALSH CONSTRUCTION CO. FOR DESIGN/BUILD SERVICES FOR DAHLKE MANOR APARTMENTS

WHEREAS, Home Forward Board of Commissioners previously authorized the submission of the Section 18 Disposition applications for Dahlke Manor Apartments; and

WHEREAS, Home Forward undertook a formal competitive process for design/build services for the renovation of Dahlke Manor Apartments; and

WHEREAS, Walsh Construction Co. 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,

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. in the amount not to exceed \$93,750, for design/build programming services for Dahlke Manor Apartments.

ADOPTED: MAY 21, 2019

Attest:

Home Forward:

Michael Buonocore, Secretary

Mary Ann Herman, Chair



MEMORANDUM

To:	Board of Commissioners	Date:	May 21, 2019
From:	Jonathan Trutt, Director, Development and Community Services 503.802.8507 Theresa Auld, Development Finance Manager 503.802.8319	Subject:	Authorize Execution of Documents in Connection with Financing, Transferring of Property Interests Development and Operation of Alderwood, Floresta, Harold Lee Village, Hunters Run, Medallion, Powellhurst, Tillicum North, Tillicum South and Williams Plaza Resolution 19-05-04

The Board of Commissioners is requested to approve a resolution authorizing the execution and delivery of documents by Home Forward, on its own behalf and in its capacity as general partner of East Group Limited Partnership (the "Partnership", also commonly referred to as "Group 6" or "Red Group"), in connection with the financing, development and operation of the apartment complexes currently owned by Home Forward and known as Alderwood, Floresta, Harold Lee Village, Hunters Run, Medallion, Powellhurst, Tillicum North, Tillicum South and Williams Plaza (together, the "Development"), and authorizing the transfer of improvements and the lending of money to Partnership. This action would authorize Home Forward to execute all documents related to Group 6's financial closing with all funding partners and regulatory agencies as necessary.

The Development is a renovation of the original Floresta, Harold Lee Village, Hunters Run, Medallion, Powellhurst and Williams Plaza in Portland, Oregon and Alderwood, Tillicum North and Tillicum South in Gresham, Oregon. The Development will consist of 315 Low Income Housing Tax Credit (LIHTC) units. Home Forward will serve as the developer and the sole general partner of the Partnership that will:

- Lease the land underlying all Group 6 properties;
- Own all buildings at Alderwood, Floresta, Harold Lee Village, Hunters Run, Powellhurst, Tillicum North and Tillicum South ;
- Lease the improvements at Medallion and Williams Plaza.

JPMorgan Chase and Wells Fargo Bank as co-lenders will purchase a bond issued by Oregon Housing and Community Services (OHCS), and the bond proceeds in an amount not to exceed \$43.4 million will be used to fund a loan to the Partnership. Upon conversion, JPMorgan Chase will be the sole bondholder and lender of \$24.5 million in bond proceeds. Oregon Affordable Housing Tax Credits (OAHTC) from OHCS will reduce the interest charges on \$24.5 million of the \$43.4 million construction loan and the permanent loan.

Partnership

As is standard for projects financed with LIHTCs, Home Forward and Home Forward Development Enterprises Corporation (“HFDE”) formed the East Group Limited Partnership prior to financial close and construction start. Home Forward formed the Partnership on June 12, 2018 by filing the Partnership’s certificate of limited partnership with the Oregon Secretary of State. Home Forward is the Partnership’s sole general partner and HFDE is the Partnership’s sole limited partner.

Home Forward staff has negotiated agreements whereby Wells Fargo Affordable Housing Community Development Corporation (or one or more affiliate thereof), will replace HFDE as the Partnership’s limited partner. The Partnership’s new limited partner is expected to make capital contributions in the aggregate amount of \$29.4 million which money will be used by the Partnership to establish reserves, pay costs of acquiring and rehabilitating the Development, and retire a portion of the Partnership’s debt.

Financing

Funding sources for the Development will include tax credit equity, a loan of proceeds of a tax-exempt bond issued by Home Forward, one or more equity contributions or sponsor loan(s) from Home Forward, an acquisition loan from Home Forward, and other funds. Current estimates of these sources, and their uses, are summarized in the table below.

	Construction	Permanent
Investor capital contribution (Wells Fargo Affordable Housing Community Development Corporation via LIHTCs)	\$ 3,328,984	\$ 29,427,640
Deferred/Delayed Developer Fee (Home Forward)	\$ 8,953,692	\$ 2,826,205
Tax-exempt bond (issued by OHCS to JPMorgan Chase)	\$ 43,345,000	\$ 24,500,000
Home Forward equity/loan(s)	\$ 9,053,409	\$ 9,053,409
Home Forward acquisition loan and pre-paid ground leases	\$ 14,117,992	\$ 14,117,992
TOTAL	\$ 78,799,077	\$ 79,925,246

The Home Forward acquisition loan, also known as “seller financing” is not a cash outlay for the agency. The Home Forward equity contributions or sponsor loan(s) are a cash outlay for Home Forward, funded by real estate reserves established for this purpose.

The overall budget is estimated at \$79.9 million, including acquisition costs estimated at \$21.8 million, construction costs of \$32.4 million including a construction contingency of \$2.9 million and soft costs of \$25.6 million.

Real Estate

Home Forward’s staff has negotiated the lease to the Partnership of the land on which Alderwood, Floresta, Harold Lee Village, Hunters Run, Powellhurst, Tillicum North and Tillicum South projects are located, and sale of the improvements located thereon to the Partnership. Home Forward’s staff has further negotiated the lease to the Partnership of the improvements constituting Medallion and Williams Plaza, and the land on which they are located.

Development

Home Forward will be retained by the Partnership as the Development’s developer pursuant to a Development Services Agreement between Home Forward and the Partnership. Home Forward retained Merryman Barnes Architects, Inc. and Forensic Building as the architects for Alderwood, Floresta, Harold Lee Village, Hunters Run,

Powellhurst, Tillicum North and Tillicum South. Home Forward retained LMC Construction (the “General Contractor”) as the General Contractor for Alderwood, Floresta, Harold Lee Village, Hunters Run, Powellhurst, Tillicum North and Tillicum South. Home Forward retained Walsh Construction Co. (the “Design Builder”) as design builder/contractor with Holst Architecture as architect for Medallion and Salazar Architects as architect for Williams Plaza. Home Forward will assign the architect, construction and design-build contracts, and any other development contracts (or the portions thereof allocable to the Development) to the Partnership.

Operations

Operating revenue consists of tenant paid rents and Project Based Section 8 Vouchers. Alderwood, Floresta, Harold Lee Village, Hunters Run, Powellhurst, Tillicum North and Tillicum South are converting from public housing to project based vouchers under HUD’s Rental Assistance Demonstration (RAD) Program. In connection with this conversion, new RAD Project Based Voucher contracts will be entered into, each with a 20-year term. Medallion Apartments and Williams Plaza are Section 18 Disposition properties, and will also be under voucher-based Housing Assistance Payment Contracts. Under HUD’s Project Based Voucher program. Each of the Medallion and Williams Plaza contracts will have a 20-year term.

Risks and Opportunities

Normal risks associated with development and construction will exist; specifically, completing the Development on time, at budget, and in a lien free condition. While the complete elimination of risk cannot be certain, steps have been taken in an effort to mitigate the exposure. Architectural plans and specifications, construction costs, and third party reports are being scrutinized by the various funders and most particularly by the equity investor, and a performance bond has been required of the General Contractor and Design Builder.

The opportunity to rehabilitate the Development offers multiple benefits to Home Forward, including an opportunity to redevelop the Alderwood, Floresta, Harold Lee Village, Hunters Run, Medallion, Powellhurst, Tillicum North, Tillicum South and Williams Plaza to preserve their 315 units of affordable housing.



RESOLUTION 19-05-04

RESOLUTION 19-05-04 AUTHORIZES THE EXECUTION AND DELIVERY OF DOCUMENTS BY HOME FORWARD, ON ITS OWN BEHALF AND IN ITS CAPACITY AS GENERAL PARTNER OF EAST GROUP LIMITED PARTNERSHIP, IN CONNECTION WITH THE FINANCING, DEVELOPMENT AND OPERATION OF ALDERWOOD, FLORESTA, HAROLD LEE VILLAGE, HUNTER'S RUN, MEDALLION, POWELLHURST WOODS, TILlicum NORTH, TILlicum SOUTH, AND WILLIAMS PLAZA, AND AUTHORIZING THE TRANSFER OF PROPERTY INTERESTS AND LENDING OF MONEY TO SAID PARTNERSHIP

WHEREAS, Home Forward seeks to encourage the provision of long-term housing for low income persons residing in the City of Portland, Oregon;

WHEREAS, ORS 456.120(18) authorizes Home Forward to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects;

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

WHEREAS, Home Forward filed a certificate of limited partnership with the Oregon Secretary of State on June 12, 2018, pursuant to which East Group Limited Partnership (the "Partnership") was created as an Oregon limited partnership;

WHEREAS, Home Forward (as the sole general partner) and Home Forward Development Enterprises Corporation ("HFDE") (as the initial limited partner) entered into a limited partnership agreement relating to the Partnership;

WHEREAS, Home Forward intends to lease to the Partnership the land on which the apartment complexes known as Alderwood, Floresta, Harold Lee Village, Hunter's Run,

Powellhurst Woods, Tillicum North, and Tillicum South are located, and to sell to the Partnership all of Home Forward's interests in the improvements and equipment located thereon;

WHEREAS, Home Forward intends to lease to the Partnership the land and improvements constituting the apartment complexes known as Medallion and Williams Plaza;

WHEREAS, the Partnership intends to rehabilitate the Alderwood, Floresta, Harold Lee Village, Hunter's Run, Medallion, Powellhurst Woods, Tillicum North, Tillicum South Court, and Williams Plaza apartment complexes, containing a total of 315 housing units (the "Development");

WHEREAS, the Partnership expects that 4 percent low income housing tax credits and Oregon Affordable Housing Tax Credit Program tax credits will be available for the Development;

WHEREAS, Wells Fargo Affordable Housing Community Development Corporation (or one or more of its affiliates) (the "Investor Limited Partner") has offered to acquire a limited partner interest in the Partnership, and Home Forward's Board of Commissioners (the "Board") finds and determines that the capital contributions expected to be made by the Investor Limited Partner to the Partnership will be sufficient, together with other available money, to enable the Partnership to develop and operate the Development;

WHEREAS, as a condition to acquiring the limited partnership interests in the Partnership, the Investor Limited Partner requested that Home Forward amend and restate the Partnership's original partnership agreement and execute and deliver certain other agreements, certificates and other documents relating to the Partnership and the Development, which request the Board finds and determines to be reasonable;

WHEREAS, the Board finds and determines that the Development likely would not be developed and maintained as housing for individuals and families of low income unless the Partnership was formed and the Investor Limited Partner committed to make its capital contributions to the Partnership;

WHEREAS, the total cost of acquiring and constructing the Development is anticipated to be \$79,925,246, which will be financed (and refinanced) by the Partnership with numerous sources of funds, including a loan in the anticipated amount of \$43,345,000 (of which up to \$24,500,000 will be converted to permanent financing) of proceeds of tax-exempt bonds

(collectively, the “Bonds”) issued by the State of Oregon (the “State”), acting by and through its State Treasurer (the “Treasurer”) and its Housing and Community Services Department (“OHCS”) (the State of Oregon acting by and through its Treasurer and OHCS, collectively, the “Issuer”), public funds in the anticipated amount of \$9,053,409 that will be lent by Home Forward to the Partnership, seller financing in the anticipated amount of \$14,117,992 from Home Forward to the Partnership to finance the acquisition of land and improvements, capital contributions in the anticipated amount of \$29,427,640 from the Investor Limited Partner, and deferred developer fee in the anticipated amount \$2,826,205 from Home Forward;

WHEREAS, Home Forward and the Partnership will enter into a ground lease agreement pursuant to which Home Forward will lease to the Partnership the land on which the Alderwood, Floresta, Harold Lee Village, Hunter’s Run, Powellhurst Woods, Tillicum North, and Tillicum South apartment complexes are located, and a purchase and sale agreement pursuant to which Home Forward’s interest in the improvements and equipment located on such properties will be sold to the Partnership;

WHEREAS, Home Forward and the Partnership will enter into a lease agreement pursuant to which Home Forward will lease to the Partnership the land and improvements constituting the Medallion and Williams Plaza apartment complexes;

WHEREAS, Home Forward retained Merryman Barnes Architects, Inc. as the architects for Alderwood, Floresta and Powellhurst Woods, Forensic Building Consultants as the architect for the rehabilitation of Harold Lee Village, Hunter’s Run, Tillicum North and Tillicum South, Holst Architecture, Inc., a sub-consultant to Walsh Construction Company, as the architect for the rehabilitation of Medallion, Salazar Architect, Inc., a sub-consultant to Walsh Construction Company, as the architect for the rehabilitation of Williams Plaza, and other consultants to assist with the environmental review of the sites and the design and construction of the improvements to the Development, which contracts the Board finds and determines necessary and desirable to assign to the Partnership;

WHEREAS, the Partnership expects to retain LMC Construction as the general contractor for the rehabilitation of Alderwood, Floresta, Harold Lee Village, Hunter’s Run, Powellhurst, Tillicum North, and Tillicum South, and Walsh Construction Company as the general contractor for rehabilitation of Medallion and Williams Plaza;

WHEREAS, the Partnership will provide Home Forward with a right of first refusal to acquire the Development at the end of the 15-year low-income housing tax credit “compliance period” for the Development; and

WHEREAS, ORS 456.135 authorizes Home Forward 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 as follows:

1. Approval of Partnership Documents. Home Forward has been presented with drafts of the documents listed in Exhibit A under the heading “Partnership Documents” (the “Partnership Documents”) in connection with the Partnership and the Development, which documents are on file with Home Forward’s Secretary. The Chair of the Board, Home Forward’s Executive Director, Home Forward’s Chief Administrative Officer, and their respective designees (each, an “Authorized Officer” and, collectively, the “Authorized Officers”), and each of them acting alone, are authorized and directed to execute and deliver, on behalf of Home Forward (acting on its own behalf or as general partner of the Partnership), the Partnership Documents substantially in the form on file with Home Forward; provided however, any Authorized Officer may approve on Home Forward’s behalf any further changes to the draft Partnership Documents (including material changes, changes to parties and changes to the title of any such document) and such Authorized Officer’s signature on the final Partnership Documents shall be construed as Home Forward’s approval of such changes. The Authorized Officers (and each of them acting alone) are further authorized and directed to take any other action and to execute such other documents as may be required to be taken or executed by Home Forward, on behalf of itself or as general partner of the Partnership, under the provisions of or as necessary to carry out the transactions contemplated by the Partnership Documents. From and after the date the Partnership Documents are executed, the Authorized Officers (and each of them acting alone) are authorized and directed, without further Board approval, to take such actions on behalf of Home Forward that are required to be taken by the general partner of the Partnership. In particular, Home Forward is authorized to spend available Home Forward funds on the Development to satisfy any requirement of the Partnership Documents that Home Forward contribute capital and/or make loans to the Partnership and to otherwise cause the Development to be completed, and initial operations thereof to commence, in the manner anticipated in the various agreements authorized by this resolution.

2. Approval of Tax-Exempt Bond Documents. Home Forward has been presented with drafts of the documents listed in Exhibit A under the heading “Tax-Exempt Bond Documents” (the “Tax-Exempt Bond Documents”) in connection with the Partnership and the Development, which documents are on file with Home Forward’s Secretary. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of Home Forward (acting on its own behalf or as general partner of the Partnership) (a) the Tax-Exempt Bond Documents substantially in the form on file with Home Forward and (b) any other documents reasonably required to be executed by Home Forward or the Partnership to carry out the transactions contemplated by the Tax-Exempt Bond Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein). Notwithstanding the foregoing, any Authorized Officer may approve on Home Forward’s behalf any further changes to the draft Tax-Exempt Bond Documents (including material changes, changes to parties and changes to the title of any such document) and such Authorized Officer’s signature on the final Tax-Exempt Bond Documents shall be construed as Home Forward’s approval of such changes.

3. Approval of Master Loan Documents. Home Forward has been presented with drafts of the documents listed in Exhibit A under the heading “Master Loan Documents” (the “Master Loan Documents”) in connection with the Partnership and the Development, which documents are on file with Home Forward’s Secretary. Home Forward is authorized to lend to the Partnership, pursuant to the terms of the Master Loan Documents, up to \$30,000,000 in the form of seller financing and one or more loans of Home Forward’s available funds. The Authorized Officers (and each of them acting alone) are authorized and directed to: (a) determine on behalf of Home Forward the source (or sources) of funds for each loan contemplated under the Master Loan Documents; (b) cause the Partnership to borrow money under the Master Loan Documents; (c) execute and deliver, on behalf of Home Forward (acting on its own behalf or as general partner of the Partnership), the Master Loan Documents substantially in the form on file with Home Forward; (d) execute and deliver, on behalf of Home Forward (acting on its own behalf or as general partner of the Partnership), any other documents reasonably required to be executed by Home Forward or the Partnership to carry out the transactions contemplated by the Master Loan Documents, including any trust deeds, subordination agreements and other documents required in connection with the sources of funding for Home Forward’s loans to be made thereunder. Notwithstanding the foregoing, any Authorized Officer may approve on

Home Forward's behalf any further changes to the draft Master Loan Documents (including material changes, changes to parties and changes to the title of any such document) and the final amount(s), if any, to be borrowed and lent (subject to Section 11 of this resolution), and such Authorized Officer's signature on the final Master Loan Documents shall be construed as Home Forward's approval of such changes and final loan amount(s).

4. Approval of Development Acquisition and Real Estate Documents. Home Forward is authorized to lease to the Partnership, for a term not exceeding 100 years, the land on which the Alderwood, Floresta, Harold Lee Village, Hunter's Run, Powellhurst Woods, Tillicum North, and Tillicum South apartment complexes are located, and to transfer and sell to the Partnership all of Home Forward's interest in the existing improvements located on such land, including Home Forward's interest in all personal property located on such land and in such improvements. Home Forward is further authorized to lease to the Partnership, for a term not exceeding 100 years, the Medallion and Williams Plaza apartment complexes and the land on which each is located, including Home Forward's interest in all personal property located on such land and in such improvements. Home Forward has been presented with drafts of the documents listed in Exhibit A under the heading "Real Estate Documents" (the "Real Estate Documents") in connection with the Partnership and the Development, which documents are on file with Home Forward's Secretary. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of Home Forward (acting on its own behalf or as general partner of the Partnership), the Real Estate Documents, and such other agreements and documents as are necessary for Home Forward to transfer and the Partnership to acquire (a) a leasehold interest the land relating to the Alderwood, Floresta, Harold Lee Village, Hunter's Run, Powellhurst Woods, Tillicum North, and Tillicum South apartment complexes and a fee interest in the improvements and equipment located on such land, and (b) a leasehold interest in the Medallion and Williams Plaza apartment complexes and the land on which they are located. Any Authorized Officer may approve on Home Forward's behalf any further changes to the draft Real Estate Documents (including material changes, changes to parties and changes to the title of any such document) and such Authorized Officer's signature on the final Real Estate Documents shall be construed as Home Forward's approval of such changes.

5. HUD Documents. Home Forward has been presented with drafts of the documents listed in Exhibit A under the heading “HUD Documents” (the “HUD Documents”) in connection with the conversion of the Alderwood, Floresta, Harold Lee Village, Hunter’s Run, Powellhurst Woods, Tillicum North, and Tillicum South public housing projects (collectively, the “RAD Projects”) to project-based Section 8 units under HUD’s Rental Assistance Demonstration (“RAD”) program and the Section 18 Disposition Approval of the Medallion and Williams Plaza public housing projects, which documents are on file with Home Forward’s Secretary. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of Home Forward (acting on its own behalf or as general partner of the Partnership) (a) the HUD Documents substantially in the form on file with Home Forward and (b) any other documents reasonably required to be executed by Home Forward or the Partnership to carry out the transactions contemplated by the HUD Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein). Notwithstanding the foregoing, any Authorized Officer may approve on Home Forward’s behalf any further changes to the draft HUD Documents (including material changes, changes to parties and changes to the title of any such document) and such Authorized Officer’s signature on the final HUD Documents shall be construed as Home Forward’s approval of such changes.
6. Assignments. The Authorized Officers (and each of them acting alone) are authorized on behalf of Home Forward (acting on its own behalf or as general partner of the Partnership) to execute and deliver one or more instruments (i) assigning to the Partnership all or a portion of Home Forward’s rights under any construction contract, the architects’ contracts, contracts with the general contractor, geotechnical consultant contracts, and other development contracts, as such rights pertain to the Development, and (ii) assigning to lenders and others the Partnership’s interests in such contracts.
7. Tax Credit Documents. The Authorized Officers (and each of them acting alone) are authorized on behalf of Home Forward (acting on its own behalf or as general partner of the Partnership) to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to allow the Partnership to qualify for and obtain federal low-income housing tax credits in connection with the Development and for the purchaser of certain of the Bonds to receive Oregon Affordable Housing Tax Credit Program tax credits in

connection with such purchase including, without limitation, the filing of one or more applications with OHCS, and the execution of all necessary and related documents, including without limitation letters of award, reservation agreements, regulatory agreements, operating agreements, declarations and restrictive covenants.

8. Grant Documents. The Authorized Officers (and each of them acting alone) are authorized on behalf of Home Forward (acting on its own behalf or as general partner of the Partnership) to execute, deliver and/or (or cause to be delivered and/or filed) all documents (i) those documents listed in Exhibit A under the heading “Grant Documents” (collectively, the “Grant Documents”), with such changes, including any material changes, as the Authorized Officer executing such documents deems necessary or advisable; and (ii) any other documents reasonably required to be executed by Home Forward or the Partnership to carry out the transactions contemplated by the Grant Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
9. ORS 456.153 Determinations. On behalf of Home Forward, the Board finds and determines that a substantial number of persons of eligible income in the area served by Home Forward cannot obtain housing for 30% of less or their income. Based on the foregoing determination, the Board hereby declares, on behalf of Home Forward, the need for additional housing for persons or families of lower income that can be addressed by Home Forward participating in the financing, development, ownership, management and/or operation of mixed income housing projects;
10. Supplemental Authorization. The Authorized Officers, and each of them acting alone, are authorized on behalf of Home Forward (acting on its own behalf or as general partner of the Partnership) to: (i) determine that any document authorized by this resolution is, at the time such document otherwise would be executed, no longer necessary or desirable and, based on such determination, cause Home Forward and/or the Partnership not to execute or deliver such document; (ii) execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any government forms, affidavits, certificates, letters, documents, agreements and instruments that such officer determines to be necessary or advisable to give effect to this resolution and to consummate the transactions contemplated herein and/or further the acquisition, rehabilitation,

development, financing, construction, and leasing of the Project; and (iii) cause Home Forward and/or 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. Without limiting the scope of such authorization, such documents may include lease-up and marketing agreements, partnership management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements, architect agreements, contractor agreements, housing assistance payment contracts, irrevocable consents and appointments of attorneys for service of process.

11. Increase in Home Forward Participation. Each Authorized Officer is authorized to decrease the principal amount of any loan or capital contribution authorized by this resolution by any amount, or to increase the principal amount of any such loan or capital contribution by an amount up to \$1,000,000 more than the maximum principal amount for the loan or capital contribution stated in this resolution. The Board directs the Executive Director to report to the Board if the total amount borrowed by the Partnership for the Development exceeds the aggregate maximum principal amount stated in this resolution for all loans to the Partnership.
12. Execution of Duties and Obligations. The Board authorizes Home Forward's Executive Director to cause Home Forward (whether acting on its own behalf or in its capacity as general partner of the Partnership, as applicable) to fulfill Home Forward's duties and obligations, and cause the Partnership to fulfill the Partnership's duties and obligations under the various agreements authorized by this resolution.
13. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board, Home Forward's Executive Director, or Home Forward's Chief Administrative Officer, may, in the absence of such person, be taken by the duly authorized acting Chair of the Board, acting Executive Director of Home Forward, or acting Chief Administrative Officer, respectively.
14. Changes to Titles or Parties. While the titles of and parties to the various documents listed in Exhibit A hereto may change, no change to such titles or parties shall affect the authority conferred by this resolution to execute, deliver, file (if required), enforce and perform the documents in their final form.

15. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.
16. Ratification and Confirmation. Any actions of Home Forward or its officers prior to the date hereof and consistent with the terms of this resolution (including, without limitation, the formation of the Partnership) are ratified and confirmed.

ADOPTED: MAY 21, 2019

Attest:

Home Forward:

Michael Buonocore, Secretary

Mary Ann Herman, Chair

EXHIBIT A PROJECT DOCUMENTS

Partnership Documents

- (a) Letter of Intent between the Investor Limited Partner and Home Forward;
- (b) Amended and Restated Agreement of Limited Partnership among Home Forward, the Investor Limited Partner and HFDE;
- (c) Development Agreement between the Partnership and Home Forward;
- (d) Asset Management Fee Agreement between the Investor Limited Partner and the Partnership;
- (e) Reimbursement and Assignment Agreement between the Partnership and Home Forward;
- (f) Right of First Refusal, Purchase Option and Put Right Agreement among Home Forward, the Partnership and the Investor Limited Partner;
- (g) Security Agreement between the Investor Limited Partner and the Partnership;
- (h) Rider to Design/Build Agreement among the Partnership, Walsh Construction Co, and Home Forward;
- (i) Rider to Standard Form of Agreement between Owner and Construction Manager Agreement among the Partnership, LMC Construction, and Home Forward (pertaining to Alderwood, Powellhurst Woods, and Floresta);
- (j) Rider to Standard form of Agreement between Owner and Construction Manager Agreement among the Partnership, LMC Construction, and Home Forward (pertaining to Hunter's Run, Tillicum North, and Tillicum South);
- (k) Rider to Standard form of Agreement between Owner and Construction Manager among the Partnership, LMC Construction, and Home Forward (pertaining to Harold Lee Village);
- (l) One or more 4% Tax Credit Allocation Indemnity and Hold Harmless Agreements between OHCS and the Partnership;
- (m) One or more 4% Low-Income Housing Tax Credit Reservation and Extended Use Agreements between OHCS and the Partnership;
- (n) One or more Tripartite Agreement, Subordination, and Declaration of Restrictive Covenants among Home Forward, the Partnership and OHCS;
- (o) One or more 4% Low-Income Housing Tax Credit Declarations of Land Use Restrictive Covenants between the Partnership and OHCS;
- (p) One or more Oregon Affordable Housing Tax Credit Program Declaration of Land Use Restrictive Covenants between OHCS and the Partnership;

Tax-Exempt Bond Documents

- (q) Trust Indenture between the Issuer and Zions Bancorporation, National Association, as trustee (the “Bond Trustee”);
- (r) Loan Agreement among the Issuer, the Bond Trustee, and the Partnership;
- (s) Regulatory Agreement relating to Alderwood, Floresta, Harold Lee Village, Hunter’s Run, Powellhurst Woods, Tillicum North, and Tillicum South among the Issuer, the Partnership, and the Bond Trustee;
- (t) Regulatory Agreement relating to Medallion and Williams Plaza among the Issuer, the Partnership, and the Bond Trustee;
- (u) Federal Tax Exemption Certificate and Agreement among the Issuer, the Partnership and the Bond Trustee;
- (v) Pass-Through Revenue Bond Program Low Income Housing Tax Credit Program, Oregon Affordable Housing Tax Credit Program & Housing Preservation Fund Program Operating Agreement and Declaration of Restrictive Covenants, between OHCS and the Partnership;
- (w) Construction and Permanent Loan Agreement between JPMorgan Chase Bank, N.A. (the “Bank”), Wells Fargo Bank, National Association (in its capacity as bondholder, “Wells”) and the Partnership;
- (x) Promissory Note (Series F-1) from the Partnership;
- (y) Promissory Note (Series F-2) from the Partnership;
- (z) Promissory Note (Series F-3) from the Partnership;
- (aa) Line of Credit Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing from the Partnership and Home Forward;
- (bb) Collateral Assignment of Rights to Tax Credits and Partnership Interests from Home Forward and the Partnership;
- (cc) Assignment of Construction and Design Agreements from the Partnership;
- (dd) Assignment of Housing Assistance Payments Contract from the Partnership;
- (ee) Assignment of Management Agreement and Consent and Subordination of Manager from the Partnership and Home Forward;
- (ff) Replacement Reserve Agreement between the Partnership and the Bank;
- (gg) Operating Reserve Agreement between the Partnership and the Bank;
- (hh) Payment and Performance Guaranty from Home Forward;
- (ii) Environmental Indemnity Agreement from Home Forward and the Partnership;
- (jj) Disbursement and Rate Management Authorization and Instruction Agreement from the Partnership;
- (kk) Co-Lender Agreement between the Bank and Wells, and acknowledged by the Partnership;

Master Loan Documents

- (ll) Master Loan Agreement between Home Forward and the Partnership;
- (mm) Promissory Note (85 Stories Group 6 – Acquisition Loan) from the Partnership;
- (nn) One or more Promissory Note(s) from the Partnership in connection with loans(s) for costs relating to rehabilitation of the Development;
- (oo) Line of Credit Leasehold Trust Deed, Assignment of Rents and Leases, Security Agreement and Fixture Filing (85 Stories Group 6 Master Loan) made by the Partnership;
- (pp) Hazardous Substances Warranty/Indemnity Agreement made by the Partnership;

Real Estate Documents

- (qq) Purchase and Sale Agreement (Alderwood, Floresta, Harold Lee Village, Hunter's Run, Powellhurst Woods, Tillicum North, and Tillicum South), between the Partnership and Home Forward;
- (rr) Bill of Sale (Alderwood, Floresta, Harold Lee Village, Hunter's Run, Powellhurst Woods, Tillicum North, and Tillicum South) by Home Forward;
- (ss) Ground Lease Agreement (Alderwood, Floresta, Harold Lee Village, Hunter's Run, Powellhurst Woods, Tillicum North, and Tillicum South) between Home Forward and the Partnership;
- (tt) Memorandum of Ground Lease Agreement (Alderwood, Floresta, Harold Lee Village, Hunter's Run, Powellhurst Woods, Tillicum North, and Tillicum South) between Home Forward and the Partnership;
- (uu) Assignment and Assumption of Leases and Security Deposits (Alderwood, Floresta, Harold Lee Village, Hunter's Run, Powellhurst Woods, Tillicum North, and Tillicum South) between Home Forward and the Partnership;
- (vv) Assignment and Assumption of Service Contracts and Intangibles (Alderwood, Floresta, Harold Lee Village, Hunter's Run, Powellhurst Woods, Tillicum North, and Tillicum South) between Home Forward and the Partnership;
- (ww) Special Warranty Deed made by Home Forward with respect to each of Alderwood, Floresta, Harold Lee Village, Hunter's Run, Powellhurst Woods, Tillicum North, and Tillicum South;
- (xx) Lease Agreement (Medallion and Williams Plaza) between Home Forward and the Partnership;
- (yy) Memorandum of Lease (Medallion and Williams Plaza) between Home Forward and the Partnership;
- (zz) Assignment and Assumption of Leases and Security Deposits (Medallion and Williams Plaza) between Home Forward and the Partnership;

- (aaa) Assignment and Assumption of Service Contracts and Intangibles (Medallion and Williams Plaza) between Home Forward and the Partnership;
- (bbb) Priority and Subordination Agreement among the Partnership, the Bank, Home Forward, and OHCS;

HUD Documents

- (ccc) Rental Assistance Demonstration (RAD) Conversion Commitment (Public Housing; First Component) among HUD, the Partnership and Home Forward, together with any amendments thereto;
- (ddd) Consolidated Owner Certification – Rental Assistance Demonstration by the Partnership and Home Forward;
- (eee) Certification and Assurances by the Partnership and Home Forward;
- (fff) Rental Assistance Demonstration Use Agreement among HUD, the Partnership Home Forward for each of the RAD Projects;
- (ggg) Rental Assistance Demonstration (RAD) for the Conversion of Public Housing to the Section 8 Project-Based Voucher (PBV) Program Housing Assistance Payment Contract (Parts 1 and 2) between the Partnership and Home Forward for each of the RAD Projects;
- (hhh) Section 8 Project-Based Voucher Program PBV Housing Assistance Payment Contract (Parts 1 and 2) for each of Medallion and Williams Plaza between the Partnership and Home Forward;
- (iii) Deed of Release of Declaration of Trust for each of Medallion and Williams Plaza, each between Home Forward and HUD;

Grant Documents

- (jjj) Housing Preservation Fund Grant Agreement, Declaration of Restrictive Covenants between Home Forward and OHCS;
- (kkk) Housing Preservation Fund Assignment and Assumption Agreement and Declaration of Restrictive Covenants among Home Forward, the Partnership and OHCS.

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Executive Director and Secretary-Treasurer of Home Forward and keeper of the records of Home Forward, CERTIFY:

1. That the attached Resolution 19-05-04 (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners of Home Forward, as adopted at a meeting of Home Forward held on May 21, 2019, and duly recorded in the minute books of Home Forward.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of Home Forward present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of May, 2019.

HOME FORWARD

Michael Buonocore, Executive Director and Secretary



MEMORANDUM

To:	Board of Commissioners	Date:	May 21, 2019
From:	Jonathan Trutt, Director Development and Community Revitalization 503.802.8507 Leslie Crehan, Senior Project Manager, Development and Community Revitalization 503.802.8463	Subject:	Authorize Amendments or Contracts for Construction Services with Walsh Construction for 85 Stories, Group 6 Medallion and Williams Plaza Apartments Resolution 19-05-05

The Board of Commissioners is requested to authorize the Executive Director, or his designee, to execute amendments or contracts between Home Forward and Walsh Construction Company for construction services to rehabilitate the following properties in 85 Stories Group 6: Medallion and Williams Apartments. This will be a commitment of funds not to exceed \$25,541,208 to begin construction on June 19, 2019. This amount encompasses the original resolution and all previous amendments in addition to Home Forward's budgeted contingency.

This action supports 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.

Since 2007, it has been a stated goal of Home Forward to reposition our existing portfolio of rental housing in order to maintain control of the properties, leverage outside investment to address capital improvements, and access a more stable operating subsidy. Over time, the Board has acted to authorize a variety of strategies and tactics aimed at accomplishing these goals. These strategies have included the 85 Stories renovation projects (Groups 1-9) to preserve our public housing portfolio.

Within Group 6, there are nine properties containing 315 units. As outlined below, these nine properties are slated for renovation by two different general contractors:

Walsh Construction:

- Medallion (90 units)
- Williams Plaza (101 unit)

LMC Construction:

- Alderwood (20 units)
- Floresta (20 units)
- Harold Lee Village (10 units)
- Hunters Run (10 units)
- Powellhurst (34 units)
- Tillicum North (18 units)
- Tillicum South (12 units)

The renovation work at these nine properties will address deferred capital needs, reduce long-term operating costs through improving building systems, enhance livability and services for residents, and preserve low-income housing by leveraging outside capital. The renovation of Medallion and Williams is the subject of this resolution. A separate resolution seeks authorization to execute and amend contracts with LMC Construction to undertake the renovations at Alderwood, Floresta, Harold Lee Village, Hunters Run, Powellhurst and Tillicum North and South.

Home Forward will utilize 4% Low Income Housing Tax Credits (“LIHTC”) investor equity and tax-exempt bonds to leverage capital to address capital needs at these properties. The construction start is scheduled for June 19, 2019.

In February 20, 2018, Home Forward selected Walsh Construction Co. through a competitive process to serve as the Design/Build contractor for rehabilitation of Medallion and Williams Plaza. The current Guaranteed Maximum Price (GMP) contract with Walsh to perform the preconstruction and design related services is for \$2,072,210. Resolution 19-03-03 amended this contract, increasing the GMP by \$1,063,078 to a total of \$3,135,288 for the purchase of long lead-time building materials.

Walsh Construction has received bids from subcontractors and formulated GMP proposals for the construction services for the rehabilitation scopes of work and

architecture and engineering services. Walsh achieved an overall M/W/ESB participation of 28% for all their subcontracts, exceeding the 20% Home Forward goal.

This resolution will authorize amending the existing contract consistent with Walsh's bid pricing. In addition, staff are requesting contracting authorization for the budgeted owner's contingency of \$2,018,615. This is Home Forward's traditional, approximately 10% owner's contingency to respond to unexpected field conditions, increase the scope of work and/or upgrade the materials that we utilize.

Property	Pre-bid Estimate for D/B	Bid Price for D/B	Home Forward Contingency	Revised Budget
Medallion	15,027,101	15,190,640	1,323,031	16,513,671
Williams Plaza	7,981,813	8,331,953	695,584	9,027,537
Totals	23,008,914	23,522,593	2,018,615	25,541,208

Note: Estimates and Bid Price above include pre-construction services and long-lead items totaling \$3,135,288.



RESOLUTION 19-05-05

RESOLUTION 19-05-05 AUTHORIZES THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENTS OR CONTRACTS FOR CONSTRUCTION SERVICES WITH WALSH CONSTRUCTION, INC., AT THE 85 STORIES GROUP 6 PROPERTIES OF MEDALLION AND WILLIAMS PLAZA APARTMENTS IN AN AMOUNT NOT TO EXCEED \$25,541,208

WHEREAS, Home Forward, a housing authority and a public body corporate and politic of the State of Oregon, seeks to encourage the provision of long term housing for low-income persons residing in Multnomah County, Oregon; and

WHEREAS, Home Forward has long acknowledged the need to rehabilitate Medallion and Williams Plaza Apartments for the benefit of residents and the surrounding community, to improve the quality of Home Forward's traditional public housing stock and to provide more housing and supportive service opportunities for Home Forward's residents; and

WHEREAS, Home Forward awarded Walsh Construction, Co. the contract to undertake preconstruction and design services for Medallion and Williams Plaza Apartments; and

WHEREAS, Home Forward's contract with Walsh Construction, Co. for preconstruction and design services at Medallion and Williams Plaza Apartments is completed for a June 19, 2019, construction start date; and

WHEREAS, Home Forward's early purchase of construction materials is completed to support the construction schedule and the planned start date of June 19, 2019; and

WHEREAS, Home Forward contracting rules require approval of the Home Forward Board of Commissioners for contract amendments in excess of \$500,000;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward hereby authorizes the Executive Director, or his designee, to execute amendments or contracts for construction services with Walsh Construction Co., at the 85 Stories Group 6 properties, Medallion and Williams Plaza Apartments, in an amount not to exceed \$25,541,208.

ADOPTED: MAY 21, 2019

Attest:

Home Forward:

Michael Buonocore, Secretary

Mary Ann Herman, Chair



MEMORANDUM

To:	Board of Commissioners	Date:	May 21, 2019
From:	Jonathan Trutt, Director, Development and Community Revitalization 503-802-8507 April Berg, Assistant Director, Development and Community Revitalization 503-802-8326	Subject:	Authorize Amendments or Contracts for Construction Services with LMC Construction, Inc., for the 85 Stories, Group 6, Alderwood, Powellhurst, Floresta Hunter's Run, Tillicum North, Tillicum South, and Harold Lee Village Resolution 19-05-06

The Board of Commissioners is requested to authorize the Executive Director, or his designee, to execute amendments or contracts between Home Forward and LMC Construction, Inc. for construction services to rehabilitate the following properties in 85 Stories Group 6: Alderwood, Powellhurst, Floresta, Hunter's Run, Tillicum North, Tillicum South, and Harold Lee Village. This will be a commitment of funds not to exceed \$8,865,333 to begin construction on June 19, 2019. This amount encompasses the original resolution and all previous amendments in addition to Home Forward's budgeted contingency.

This action supports 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.

Since 2007, it has been a stated goal of Home Forward to reposition our existing portfolio of rental housing in order to maintain control of the properties, leverage outside investment to address capital improvements, and access a more stable operating subsidy. Over time, the Board of Commissioners has authorized a variety of strategies and tactics aimed at

accomplishing these goals. These strategies have included the 85 Stories renovation projects (Groups 1-9), to preserve our public housing portfolio.

Within Group 6, there are nine properties containing 315 units. As outlined below, these nine properties are slated for renovation by two different general contractors:

LMC Construction:

- Alderwood (20 units)
- Floresta (20 units)
- Harold Lee Village (10 units)
- Hunters Run (10 units)
- Powellhurst (34 units)
- Tillicum North (18 units)
- Tillicum South (12 units)

Walsh Construction:

- Medallion (90 units)
- Williams Plaza (101 unit)

The renovation work at these nine properties will address deferred capital needs, reduce long-term operating costs through improving building systems, enhance livability and services for residents, and preserve low-income housing by leveraging outside capital. The renovations of Alderwood, Powellhurst, Floresta, Hunter's Run, Tillicum North, Tillicum South, and Harold Lee Village are the subject of this resolution. A separate resolution seeks authorization to amend the contract with Walsh Construction to undertake the renovations at Williams Plaza and Medallion.

Home Forward will utilize 4% Low Income Housing Tax Credits ("LIHTC") investor equity and tax-exempt bonds to leverage capital to address capital needs at these properties. The construction start is scheduled for June 19, 2019.

Home Forward selected LMC as the contractor for Alderwood, Powellhurst, Floresta, Hunter's Run, Tillicum North, Tillicum South, and Harold Lee Village through two separate processes.

- 1) In January 2018, we chose LMC through a competitive process to serve as the Construction Manager / General Contractor (CM/GC) for the rehabilitation of Alderwood, Powellhurst, Floresta, Hunter's Run, Tillicum South, and Tillicum North.

This selection led to two contracts for pre-construction services with LMC: one contract for \$36,180 for Alderwood, Powellhurst, Floresta and a separate contract for \$36,180 for Hunter's Run, Tillicum North and Tillicum South.¹

- 2) More recently, we chose LMC through a competitive informal low-bid process to service as the contractor for the nominal scope of work at Harold Lee Village.² This selection will require a contract with LMC specific to Harold Lee Village.

For all properties other than Harold Lee, LMC has received bids from subcontractors and formulated guaranteed maximum price (GMP) proposals for the construction services for the rehabilitation scopes of work. LMC achieved an overall M/W/ESB participation of 37.48% for all their subcontracts.

This resolution will authorize

- An amendment the two existing contracts with LMC consistent with the bid pricing it received on May 10th and
- The execution of a new contract with LMC for Harold Lee Village.³

In addition, staff are requesting contracting authorization for the budgeted owner's contingency of \$799,864. This is Home Forward's traditional, approximately 10%, owner's contingency to respond to unexpected field conditions, increase the scope of work and/or upgrade the materials that we utilize.

¹ The two contracts for pre-construction services track the different architecture and engineering (A/E) teams we have for these six properties. Merryman Barnes is providing A/E services for Alderwood, Powellhurst and Floresta; Forensic is providing A/E services for Hunter's Run, Tillicum North and Tillicum South.

² Our decision to add Harold Lee to Group 6 after initial general contractor selection necessitated the separate selection process for this one property. Staff decided to add Harold Lee Village, which received significant renovations in 2017 and 2018, to Group 6 for operational efficiency purposes. LIHTC rules require a minimum renovation amount of \$6,500 per unit, and Harold Lee's scope of work will meet this minimum.

³ The separate contract for Harold Lee Village does not require board authorization due to its relatively small size. However, because Harold Lee Village's work is part of an overall scope of work awarded to a single contractor that far exceeds \$1 million, staff is also seeking board authorization for Harold Lee Village.

Property	Prebid Estimate from CMGC	Bid Price from CMGC	Home Forward Contingency	Revised Budget
Preconstruction Services	\$72,360	72,360	553	72,913
Alderwood	\$1,124,748	1,126,797	112,680	1,239,477
Powellhurst	\$1,634,309	1,624,771	162,477	1,787,248
Floresta	\$610,462	771,080	77,108	848,188
Hunter's Run	\$1,013,948	1,149,459	114,946	,264,405
Tillicum North	\$1,827,118	1,939,300	193,930	2,133,230
Tillicum South	\$1,145,438	1,301,191	130,119	1,431,310
Harold Lee Village	\$80,511	80,511	8,051	88,562
Totals	\$7,508,894	8,065,469	\$799,864	\$8,865,333



RESOLUTION 19-05-06

RESOLUTION 19-05-06 AUTHORIZES THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENTS OR CONTRACTS FOR CONSTRUCTION SERVICES WITH LMC CONSTRUCTION, INC., AT THE 85 STORIES GROUP 6 PROPERTIES OF ALDERWOOD, POWELLHURST, FLORESTA, HUNTER'S RUN, TILlicum SOUTH, TILlicum NORTH, AND THE HAROLD LEE VILLAGE IN AN AMOUNT NOT TO EXCEED \$8,865,333

WHEREAS, Home Forward, a housing authority and a public body corporate and politic of the State of Oregon, seeks to encourage the provision of long term housing for low-income persons residing in Multnomah County, Oregon; and

WHEREAS, Home Forward has long acknowledged the need to rehabilitate Alderwood, Powellhurst, Floresta, Hunter's Run, Tillicum South, Tillicum North, and the Harold Lee Village for the benefit of residents and the surrounding community, to improve the quality of Home Forward's traditional public housing stock and to provide more housing and supportive service opportunities for Home Forward's residents; and

WHEREAS, Home Forward awarded LMC Construction, Inc. the contracts to undertake preconstruction services for Alderwood, Powellhurst, Floresta, Hunter's Run, Tillicum South, and Tillicum North; and

WHEREAS, Home Forward contracting rules require approval of the Home Forward Board of Commissioners for contract amendments in excess of \$500,000;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward hereby authorizes the Executive Director, or his designee, to execute amendments or contracts for construction services with LMC Construction, Inc., at the 85 Stories Group 6 properties, Alderwood, Powellhurst, Floresta, Hunter's Run, Tillicum South, Tillicum North, and the Harold Lee Village in an amount not to exceed \$8,865,333.

ADOPTED: MAY 21, 2019

Attest:

Home Forward:

Michael Buonocore, Secretary

Mary Ann Herman, Chair

MEMORANDUM

To: Executive Committee of the Home
Forward Board of Commissioners

Date: May 21, 2019

From: Ian Davie, Chief Operating Officer
(503) 802-8565

Subject: Proposed Building Name for the
Property Located at NE Grand
and Hassalo: The Louisa Flowers
Resolution 19-05-07

Pamela Kambur, Community
Relations Manager
(503) 802-8508



Overview

We are looking forward to October's opening of Home Forward's new building with 240 homes on NE Grand Avenue between Hassalo and Holladay (also known as Block 45). After engaging internal and external partners, staff recommend naming the building "The Louisa Flowers." This name aligns with our values of promoting racial equity and pursuing social justice by honoring the historical impact of an early African American woman and her family, while acknowledging the history of displacement that continues to impact populations of color in Lower Albina, the City of Portland, and the State of Oregon.

Who Was Louisa Flowers?

Louisa M. (Thacker) Flowers was born in Boston in 1849. Although little is known of Louisa until her marriage to Allen Flowers in 1882, she was the mother to four sons and an influential member of early African American life in Portland. As one of the first African American landowners in the Portland area, the Flowers family first located in the Mt. Scott area on a 20-acre farm and then at 387 NE First Street (the current location of NE 1st & NE Schuyler



Street). Located in Lower Albina, this property was approximately 10 blocks north of Home Forward's new building.

Louisa was a well-known pillar of her community: "Louisa served on the Bethel AME Church deaconess board, was a member of the Rosebud Club, and was a charter member of the Williams Avenue YWCA (the building now serves as the Billy Webb Elks Lodge)." *History of Portland's African American Community*. Upon moving to the neighborhood, Louisa's husband cleared NE Schuyler Street so she could "wheel her baby buggy to Union Avenue, which was the only through street to the River at that time." Louisa's walk down Union Avenue (since renamed Martin Luther King Jr. Blvd.) very likely took her past the present site of Block 45.

In addition to her focus on civic affairs, Louisa raised her family as pioneers in the new state of Oregon. Louisa's husband, Allen E. Flowers "arrived in Portland in 1865 as a cabin boy on the *Brother Jonathan*, the same ship that brought Oregon the official statehood announcement. When Flowers jumped ship that year, he unknowingly saved his own life, because three trips later, the *Brother Jonathan*, on its return to Portland, sank off the coast near Crescent City, California." *History of Portland's African American Community*.

Unfortunately, there are no known descendants of this branch of the Flowers family tree; Louisa and Allen's only grandson, a graduate of Jefferson High School, died in a car crash while a college student at the University of Oregon in 1936. Nonetheless, while the history of Louisa Flowers is not well known, her experience serves as a story of bravery, leadership, and civic-mindedness in a Portland which was not welcoming to African Americans. Within this context, Louisa Flowers and her family persevered.

The Importance of Acknowledging the African American Experience of Exclusion and Displacement in Portland

The region of Lower Albina, known today as the Lloyd District and the Rose Quarter, has changed greatly since the Flowers family called it home. At the time the Flowers family lived in the area, the Oregon State Constitution contained an Exclusion Law with language banning African Americans from residing in, or owning land in, the state, and requiring "their effectual exclusion from the state..." This language was not formally removed from the State Constitution until 1926. Meanwhile, many Oregon cities contained Sundown Laws forbidding the existence of certain populations of color after dark.

These exclusionary practices, with a more explicit link to housing injustice, continued well into the 20th century. Exclusionary covenants required that properties be sold only to white owners, effectively banning African Americans from many Portland neighborhoods. Redlining in predominantly African American neighborhoods prevented residents from obtaining

mortgages to purchase homes. With the destruction of Vanport, a Housing Authority of Portland property, in the flood of 1948, many African American families experiencing homelessness had no choice but to relocate to Lower Albina, then one of the only areas “open” to African American residents.

These thriving African American communities soon faced a more destructive existential threat. Under the banner of “urban renewal,” entire neighborhoods were demolished to make way for redevelopment that did not prioritize housing or the well-being of the population that called those communities home. We are familiar with the outcomes of these actions: construction of Memorial Coliseum in the 1950s; the routing of Interstate 5 in the 1960s, and the proposed expansion of Emanuel Hospital in the 1970s which demolished the local housing but left vacant lots in place for decades. However, the less-told story is that of the residents displaced.

Urban renewal had impacts on children, families, and entire communities. Under duress, and without real consent, urban renewal forced a demographic shift: the displacement of the African American community and a multi-generational disenfranchisement. Much work must be done to right this wrong, and the community has begun to acknowledge that reality. And while the history described here does not channel the voices of individuals affected, we have the opportunity to reflect on this history in our intentions and recognize the contributions of a true pioneer: Louisa Flowers. These experiences are oft-forgotten, and shedding light on the experience of Louisa Flowers continues a process of educating about our historical wrongs, the effects of those wrongs, and the work that remains to right those wrongs.

Partnerships and Development of a History Display

We are fortunate to be partnering with the Oregon Black Pioneers, a volunteer-based non-profit dedicated to research and education about African-Americans’ contributions to Oregon history. Kimberly Moreland, Vice President and principal researcher, will be assembling materials and text for a graphic display at our new building to highlight the Flowers family and the events impacting early lives of African Americans in Portland. The display will also acknowledge the explicitly racist systems which existed throughout Oregon’s and the subsequent exclusionary redlining, zoning, and redevelopment practices that continue to impact lives of people of color today.

Additionally, we have been in contact with the YWCA and met with Executive Director Susan Stoltenberg. She has assisted with a review of YWCA archives to uncover photographs or other materials helpful to the development of a history display. This connection is particularly important given that 20 rent assistance vouchers have been committed to the building to serve domestic violence survivors through the domestic violence system of care, of which the YWCA is a member.

Finally, we are working to ensure that the community at the Louisa Flowers is as inclusive as possible and representative of communities of color. To that end, we are working with the property management company to hire a staff member whose role is dedicated to performing outreach and assisting with the leasing process. We continue to perform this work as the leasing process will begin in the fall of 2019.

Summary of the Naming Process

During summer 2017, an initial naming workgroup convened with a member of the Board, a public housing resident, two Home Forward staff, and two community members (one neighboring business and one commercial real estate broker). Three names were tentatively recommended: The Grand, The Trailhead, and The Rosa.

Since none of these initial names resonated strongly with any of the workgroup members or Executive staff, a proposal to lead with racial justice was formulated. Goals were established to:

- Recognize an individual or communities of color given the property's location near the historically African American Lower Albina neighborhood;
- Acknowledge Portland's history of displacing communities of color, particularly in the Albina neighborhood;
- Take a step toward countering the systemic injustice of failing to recognize the historical accomplishments of people of color; and
- Create a compelling narrative that adds depth of character to the building and instills a sense of place in its residents.

In consultation with the Executive Director, a committee of staff from the Executive team, the Development and Community Revitalization department, and the Communication department considered these goals with the intention of bringing a recommendation to the Executive Committee of the Board of Commissioners. With the consent of the Executive Committee, that recommendation, and context for the recommendation, is contained herein.

Conclusion

In fulfillment of the above goals, by recognizing a pillar of the Lower Albina community, a pioneering African-American woman, and just one of many voices in Portland's history of displacement of marginalized communities, staff recommend that the building be named "The Louisa Flowers." Staff also recommend that the building's community room be named "The Allen Flowers Community Room" in recognition of Allen's important contributions to the community.

We believe that this action is not merely symbolic, but signals a turn toward addressing past harms while imprinting for future generations the name Louisa Flowers on the community that she called home.

ATTACHMENT: 2009 Board Memo and Resolution updating Home Forward's naming policy (formerly Housing Authority of Portland)



RESOLUTION 19-05-07

RESOLUTION 19-05-07 AUTHORIZES THE NAME “THE LOUISA FLOWERS” FOR THE HOME FORWARD BUILDING UNDER CONSTRUCTION AT NE GRAND AND HASSALO

WHEREAS, Home Forward aims to provide affordable housing throughout Multnomah County and periodically names new buildings that are constructed or acquired; and

WHEREAS, Home Forward’s organizational values acknowledges: We do our work in support of systemic change for racial and social justice; and

WHEREAS, the process of naming properties requires that the Executive Director establish a process that “Provides for input from representative HAP staff and other parties affected by or involved with a particular project, and Provides for review and approval of the recommended name by the HAP Board of Commissioners”; and

WHEREAS, the process of naming properties requires that the names selected will meet one or more of the following criteria: “When existing properties are acquired, the existing name may be retained. Names may be associated with the geographical location of the property or reflect a natural or historical feature. Names may have a unique meaning for the property’s target population or program goals. Names may honor a citizen who has made a major contribution to the provision of housing for low-income or special needs populations in Multnomah County.”

WHEREAS, Home Forward staff have duly complied with the naming process with along with the following goals specific to this property:

- Recognize an individual or communities of color given the property’s location near the historically African American Lower Albina neighborhood;
- Acknowledge Portland’s history of displacing communities of color, particularly in the Albina neighborhood;
- Take a step toward countering the systemic injustice of failing to recognize the historical accomplishments of people of color; and
- Create a compelling narrative that adds depth of character to the building and instills a sense of place in its residents; and

WHEREAS, Home Forward staff have performed outreach intended to further the above goals;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward hereby names the property located at NE Grand and Hassalo “The Louisa Flowers”.

ADOPTED: MAY 21, 2019

Attest:

Home Forward:

Michael Buonocore, Secretary

Mary Ann Herman, Chair

M E M O R A N D U M



DATE: March 17, 2009

TO: Board of Commissioners

FROM: Shelley Marchesi, Director of Public Affairs
Katie Such, Deputy Executive Director

SUBJECT: Adopting an Amended Policy for Naming Properties Developed or
Acquired by HAP
Resolution 09-03-02

The current policy for naming a property new to HAP needs to be updated to clarify the nature of the Board of Commissioners' involvement in this process.

The Board is being asked to approve the amended policy.

Background

The agency has had a policy that governs the naming of properties since 1989. The policy was last updated in 1995. The outdated policy gives responsibility to a board liaison committee that no longer exists and specifies that the Board be involved at three different points in the process – name formulation, liaison committee approval, and commission-level approval.

The policy has been updated to streamline board involvement, calling for the recommended name to be referred to the board for final approval. This is in keeping with the board's desire to focus its involvement on strategic decision making rather than agency operations.

The naming criteria has worked well since 1995 and so is presented unchanged.



RESOLUTION 09-03-02

ADOPTING AN AMENDED POLICY FOR NAMING PROPERTIES DEVELOPED OR ACQUIRED BY HAP

WHEREAS, HAP's policy for naming properties acquired or developed by the agency was last updated on October 25, 1995 (Resolution 95-10-05); and

WHEREAS, the agency now desires to modify the naming process to reflect changes in Board committee structure and the Board's desire to be involved at a strategic, rather than operational, level in agency business.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Portland authorizes the Executive Director to establish a property-naming process that:

1. Provides for input from representative HAP staff and other parties affected by or involved with a particular project, and
2. Provides for review and approval of the recommended name by the HAP Board of Commissioners.

BE IT FURTHER RESOLVED that the names selected will meet one or more of the following criteria:

1. When existing properties are acquired, the existing name may be retained.
2. Names may be associated with the geographical location of the property or reflect a natural or historical feature.
3. Names may have a unique meaning for the property's target population or program goals.
4. Names may honor a citizen who has made a major contribution to the provision of housing for low-income or special needs populations in Multnomah County.

Adopted: March 17, 2009

HOUSING AUTHORITY OF PORTLAND

Jeff Bachrach, Chair

Attest:

Steven D. Rudman, Secretary



MEMORANDUM

To: Board of Commissioners

Date: May 21, 2019

From: Ian Davie
Chief Operating Officer
503.802.8565

Subject: Authorize the Amendment of the
Home Forward Bylaws
Resolution 19-05-08

This memorandum requests that the Board of Commissioners approve a resolution that amends the Home Forward by-laws based upon suggested edits and a proposal for protocols related to Attendance and Leave of Absence.

In 2018, Chair Herman and Chair Emeritus Widmark of the Home Forward Board of Commissioners requested a review of proposed edits to the Home Forward bylaws, as well as a proposed protocols relating to Attendance and Leave of Absence. Suggested changes have been reviewed by the Chief Operating Officer, the Home Forward Executive Team, The Executive Committee of the Board of Commissioners, and Home Forward General Counsel Stoel Rives.

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.

With these considerations in mind, this review utilized the following as guiding principles:

- Reviewing for compliance with Oregon state law;
- Balancing the Chair's decision-making ability and flexibility to manage the affairs of the Board of Commissioners with the collaboration desired amongst Board leadership;
- Ensuring that a change clarifies or accomplishes an intended goal and does not merely add language which could confuse or be viewed as unnecessary;
- Attempting to ensure that any changes would not unduly constrict the Board's operations in the future.

At a high level, this document includes recommended proposals and changes related to:

- attendance and leaves of absence (Art II, Sec. 3.1, 3.2)
- cleaning up drafting errors in the bylaws or address recent changes to operations (Art. V, Sec. 2.4; Art. VII, Sec. 1);
- broadening potential Chair Emeritus eligibility and term (Art. III, Sec. 5; Sec. 8.1);
- the Chair's oversight of the Executive Director (Article III, Sec. 2.2);
- the inclusion of clarifying language (Art. II, Sec. 2; Art. III, Sec. 5)

A discussion with legal counsel Stoel Rives resulted in two changes to this document:

- a drafting change in the organization of the language in Article III, Section 2.2
- a drafting change in the language of Article III, Section 8.1 to ensure consistency with Article III, Section 6.

Neither change materially affects the practical effect of the affected sections.

Annexed to this memorandum is a draft of the by-laws which contains red-lined suggested edits. Also annexed to this memorandum is a document that provides an additional view to each proposed change in table form, with a rationale or impact of the proposed change.



RESOLUTION 19-05-08

RESOLUTION 19-05-08 AUTHORIZES THE AMENDMENT, APPROVAL, AND ADOPTION OF HOME FORWARD BYLAWS ENTITLED “2019 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 2018, the Chair and Chair Emeritus of the Home Forward Board of Commissioners identified certain items for review and proposed protocols relating to Attendance and Leave of Absence; and

WHEREAS, suggested changes have been reviewed by the Chief Operating Officer, the Home Forward Executive Team, The 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 contained entitled “2019 RESTATED BYLAWS OF HOME FORWARD” and annexed hereto.

ADOPTED: MAY 21, 2019

Attest:

Home Forward:

Michael Buonocore, Secretary

Mary Ann Herman, Chair

2019 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, 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 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 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 Section 3.3 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. They 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.

8.1 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. The Treasurer may serve as such for six consecutive years. 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. 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; 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, 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 electronically as the person or persons calling the meeting shall appoint for the purpose of transacting any business designated.

Section 4. Notice. The Secretary, or such other person as the Chair may appoint, shall give notice in writing of all 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 actual emergency, when notice shall be in such time and manner as is

appropriate to the circumstances. 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.

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 communication otherwise 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.

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.

Article, Section	Current Language	Possible Language (if a change is requested or recommended)	Rationale/Impact
Attendance Protocol (proposed) Proposal: Article II, Section 3.1	[new proposal]	<u>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.</u>	Recommendation to include for management of the Board's affairs.
Leave of Absence Protocol (proposed) Proposal: Article II, Section 3.2	[new proposal]	<u>Leave of Absence. In the event that a Commissioner intends to be away from Multnomah County, 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.</u>	Recommendation to include for management of the Board's affairs.

Article II, 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, serve any number of consecutive terms.	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 <u>at the discretion of the governing body</u> , serve any number of consecutive terms.	Change would merely clarify the Bylaws, but the statute already establishes that reappointment is at the sole discretion of the governing body. ORS 456.095(5) states: (5) A governing body shall adopt a resolution for the appointment or reappointment of a commissioner.
Article III, Section 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.	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. <u>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.</u>	This strikes a balance of permitting the Chair to oversee general supervision while including the input of a broader body of the Board, which is consistent with other expectations of the Executive Committee.

Article III, Section 5	<p><u>Treasurer.</u> 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.</p>	<p><u>Treasurer.</u> 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.</p> <p><u>In accordance with Article V, Section 2.2 of these Bylaws, the Treasurer shall be the presiding officer of the Audit and Finance Committee.</u></p>	Change ensures consistency with Article V, Section 2.2: “In accordance with Article V, Section 2.2 of these Bylaws, the Treasurer shall be the presiding officer of the Audit and Finance Committee.”
Article III, Section 6	<p><u>Chair Emeritus.</u> The immediate past Chair of the Authority shall be the Chair Emeritus. The Chair Emeritus shall provide guidance to the Chair, Executive Committee, and Commissioners, as appropriate. The Chair</p>	<p><u>Chair Emeritus.</u> The immediate past Chair of the Authority shall be the Chair Emeritus. <u>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</u></p>	Language broadens the potential selection pool of Chair Emeritus to ensure the ability to retain experienced

	Emeritus will be a voting member of the Board unless his/her appointment as a Commissioner has expired.	<u>the Board of Commissioners may hold the title of Chair Emeritus at the Chair's full discretion.</u> 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.	counsel, while retaining the Chair's discretion.
Article III, Section 8.1	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. The Treasurer may serve as such for six consecutive years. The Chair Emeritus shall serve for one year and, upon agreement with the Chair, a second year.	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. The Treasurer may serve as such for six consecutive years. The Chair Emeritus shall serve for one year and, upon agreement with the Chair <u>pursuant to the requirements set forth in Article III, Section 6, a second year for additional one-year increments not to exceed a total of four consecutive years.</u>	Change clarifies and provides additional opportunity for Chair Emeritus to continue serving in a role that offers experienced counsel to the Board of Commissioners.
Article V, Section 2.4	<u>The Real Estate and Development Committee.</u> 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 Chair may also appoint one	<u>The Real Estate and Development Committee.</u> 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 Chair may also	Change removes duplicative sentence.

	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.	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.	
Article VII, Section 1	<u>Fiscal Year.</u> The fiscal year of the Authority shall begin on the first day of April of every year. The commencement date of the fiscal year herein established shall be subject to change by the Commissioners.	<u>Fiscal Year.</u> 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.	Change conforms to recent change and current reality.

STAFF REPORTS

Procurement & Contracts Department
MONTHLY CONTRACT REPORT
Contracts Approved 03/01/19 - 04/30/19

PUBLIC IMPROVEMENT
(CONSTRUCTION & MAINTENANCE SERVICES)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2208	0	Mcdonald & Wetle	\$ 12,367.00	Roof repairs at NW Tower	Prop Mgmt	4/4/2019	5/31/2019
C2215	0	JR Johnson, Inc	\$ 24,952.35	Repair fire damage at Cambridge Court	Asset Management	4/15/2019	6/30/2019
C2217	0	Snyder Roofing of Oregon	\$ 3,101.00	Roof repair at Sellwood	Property Management	4/15/2019	5/15/2019
C2092	0	Lorentz Bruun Construction	\$ 818,000.00	Fountain Place Apartments Design Phase amendment	DCR	4/17/2019	3/30/2020
C2225	0	Summit Reconstruction	\$ 52,094.00	Deck demolition at Richmond Place	DCR	4/26/2019	8/30/2019
Subtotal			\$ 910,514.35				5

GOODS & SERVICES

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2186	0	Performance Systems Integration (PSI)	\$ 4,131.00	5 Year Testing at New Market West	Executive	3/18/2019	2/29/2024
C2188	0	ThyssenKrupp Elevator Corporation	\$ 5,122.00	Elevator door repair at Dahlke Manor	Prop Mgmt	3/21/2019	4/30/2019
C2179	0	Otis Elevator	\$ 64,860.00	Elevator Preventive Maintenance at Bud Clark Commons	Property Management	3/25/2019	2/28/2024
C2180	0	Otis Elevator	\$ 29,130.00	Elevator Preventive Maintenance at Gallagher Plaza	Property Management	3/25/2019	2/28/2024
C2181	0	Otis Elevator	\$ 87,000.00	Elevator Preventive Maintenance at Hollywood East	Property Management	3/25/2019	2/28/2024

C2182	0	Otis Elevator	\$ 57,690.00	Elevator Preventive Maintenance at Northwest Tower	Property Management	3/25/2019	2/28/2024
C2193	0	Squires Electric, Inc.	\$ 50,000.00	On-call electrical services	Property Management	4/2/2019	3/31/2021
C2203	0	Lovett Inc.	\$ 50,000.00	On-call plumbing services	Property Management	4/2/2019	3/31/2021
C2204	0	Anytime Plumbing & Drain Cleaning Services	\$ 50,000.00	On-call plumbing services	Property Management	4/2/2019	3/31/2021
C2207	0	Alliant Systems	\$ 3,345.50	Repair broken waste line at Williams Plaza unit #102	Prop Mgmt	4/5/2019	5/31/2019
C2210	0	Centric Elevator	\$ 4,340.00	Repairs on elevators at Williams Plaza	Prop Mgmt	4/9/2019	5/31/2019
C2209	0	Waste Management	\$ 5,580.00	Garbage Services at Alexis Apartments	Prop Mgmt	4/16/2019	4/4/2020
C2224	0	Treecology Inc.	\$ 1,380.00	Tree trimming at Gallagher Plaza	Prop Mgmt	4/17/2019	6/1/2019
Subtotal			\$ 412,578.50				13

PERSONAL SERVICE CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2184	0	ACC Cost Consultants LLC	\$ 23,335.00	Seismic Upgrade at Fountain Place Apartments	DCR	3/6/2019	5/1/2019
C2189	0	PBS Engineering & Environmental, Inc.	\$ 4,750.00	Follow-up indoor air sampling at Camelia Court	DCR	3/19/2019	6/18/2019
C2152	0	Peregrine Relocations	\$ 1,554,007.00	Resident Relocation Services at Medallion and Williams Plaza	DCR	3/21/2019	6/30/2020
C2183	0	ACC Cost Consultants LLC	\$ 23,335.00	Seismic Upgrade at Fountain Place Apartments	DCR	3/25/2019	2/28/2024
C2190	0	Apex Companies LLC	\$ 22,770.00	Geotechnical services at Fountain Place	DCR	3/26/2019	6/30/2019

C2196	0	Cascade Radon Inc.	\$ 1,086.00	Radon Testing at Carlton Court	DCR	4/3/2019	6/30/2019
C2197	0	Cascade Radon Inc.	\$ 1,118.00	Radon Testing at Celilo	DCR	4/3/2019	6/30/2019
C2198	0	Cascade Radon Inc.	\$ 852.00	Radon Testing at Demar Downs	DCR	4/3/2019	6/30/2019
C2205	0	Trash for Peace	\$ 21,600.00	Youth Services Coordinator at The Ellington	Community Services	4/9/2019	12/31/2019
C2199	0	Cascade Radon Inc.	\$ 1,238.00	Radon Testing at Eastwood	DCR	4/17/2019	6/30/2019
C2200	0	Cascade Radon Inc.	\$ 1,254.00	Radon Testing at Fir Acres	DCR	4/17/2019	6/30/2019
C2201	0	Cascade Radon Inc.	\$ 1,156.00	Radon Testing at Stark Manor	DCR	4/17/2019	6/30/2019
C2202	0	Cascade Radon Inc.	\$ 1,254.00	Radon Testing at Townhouse Terrace	DCR	4/17/2019	6/30/2019
C2218	0	Staffing Solutions, LLC	\$ 65,000.00	On-call Temporary Labor Staffing Firms & Direct Hire Recruiters	DBS-HR	4/25/2019	4/30/2022
C2220	0	MLK Property Management & Support Services	\$ 50,000.00	On-call Temporary Labor Staffing Firms & Direct Hire Recruiters	DBS-HR	4/25/2019	4/30/2022
C2221	0	Reliant Search	\$ 40,000.00	On-call Temporary Labor Staffing Firms & Direct Hire Recruiters	DBS-HR	4/25/2019	4/30/2022
C2222	0	ACS Professional Staffing	\$ 40,000.00	On-call Temporary Labor Staffing Firms & Direct Hire Recruiters	DBS-HR	4/25/2019	4/30/2022
Subtotal			\$ 1,852,755.00				17

PROFESSIONAL SERVICE CONTRACTS (A&E)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2109	0	Holst Architecture	\$ 82,744.00	A&E services for Powell Blvd	DCR	3/6/2019	12/31/2022

C2187	0	W.B. Wells & Associates, Inc	\$ 5,400.00	Surveying at Fountain Place	DCR	3/15/2019	3/31/2019
Total			\$ 88,144.00	2			

AMENDMENTS TO EXISTING CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C1681	4	Staffing Solutions, LLC	\$ 30,000.00	On-call Temporary Labor Staffing Firms & Direct Hire Recruiters, RFP 02/16-304; amended to add funds	DBS-HR	3/6/2019	4/30/2019
C1939	6	KASA Architects, inc	\$ 4,500.00	Civil engineering and fire sprinkler engineering at Tamarack	DCR	3/11/2019	6/30/2019
C2159	1	All Aspects Renovations	\$ -	Bathroom door repair at Sellwood Center; amended to add time	Property Management	3/11/2019	3/31/2019
C1433	6	Lifeworks NW	\$ 23,887.50	Beech Street, Resident & Community Service Coordinator	Community Services	3/19/2019	5/31/2019
C1952	2	Universal Lawncare Maintenance	\$ 48,280.00	Landscaping Maintenance for 21 Master-Leased Properties	Asset Mgmt	3/20/2019	3/31/2020
C1682	6	Central City Concern	\$ 15,000.00	On-call Temporary Labor Staffing Firms & Direct Hire Recruiters, RFP 02/16-304; amended to add funds	DBS-HR	3/21/2019	4/30/2019
C1934	1	ValleyScapes Landscape Solutions	\$ 6,000.00	Landscaping at NW Tower	Property Management	3/21/2019	12/31/2019
C2130	1	Squires Electric, Inc.	\$ 1,175.00	Install a new dumpster light pole and lighting fixtures for playground at Celilo; amended scope and added funds	Prop Mgmt	3/21/2019	4/30/2019
C1790	2	Sprague Pest Solutions	\$ -	On-call bed bug heat treatment; amended to add time	Prop Mgmt	3/22/2019	3/31/2020
C1791	2	Northwest Pest Control	\$ -	On-call bed bug heat treatment; amended to add time	Prop Mgmt	3/22/2019	3/31/2020
C1940	5	MWA Architects Inc	\$ 12,442.00	Amendment for additional CA and engineering work at Teal 2	DCR	3/27/2019	5/31/2020
C1833	2	Metropolitan Public Defenders	\$ 65,000.00	Expungement Services; amended to update scope and budget	Rent Assistance	3/27/2019	12/31/2019
C1514a	2	Greenspoon Marder	\$ 65,000.00	Agency-wide legal services; amended to add funds	Property Management	4/1/2019	12/31/2019

C1719	18	O'Neill/Walsh Community Builders	\$ 84,044.00	GMP Amendment CO #17 - grand avenue apartments	DCR	4/1/2019	2/17/2019
C1984	3	LMC, Inc.	\$ 66,705.33	Increase contingency	DCR	4/1/2019	3/16/2020
C1959	1	Thanh Do	\$ -	On-call flooring services; amended to add time	Property Management	4/3/2019	2/4/2020
C1513	6	Stoel Rives LLP	\$ 50,000.00	Agency wide Legal Services; General Counsel, Procurement & Contracts, Real-Estate & Litigation. RFP 09/14-257	Executive	4/4/2019	12/31/2019
C1628	2	American Heating, Inc	\$ 46,260.00	Bud Clark Commons. HVAC system preventative maintenance agreement; amended to add time and money	Prop Mgmt	4/4/2019	9/20/2020
C1954	1	All Aspects Renovations	\$ -	On-call flooring services; amended to add time	Property Management	4/4/2019	2/4/2020
C1960	3	LMC, Inc.	\$ 55,907.68	Teal 2: Amendment for updated video surveillance, roof sheathing, fascia & dry rot repair, painting, asphalt roof replacement, and wood fence replacement	DCR	4/4/2019	3/16/2020
C1964	3	LMC, Inc.	\$ 18,235.04	Amendment to change interior paint sheet, drag struct reinforcing, steel beams	DCR	4/4/2019	3/16/2020
C2126	2	LMC, Inc.	\$ 49,758.42	Nonroutine maintenance Schunk amendment for sheet flooring, sinks, cabinet doors	DCR	4/4/2019	10/30/2019
C1968	4	Walsh Construction Co.	\$ 1,063,078.00	Medallion/Williams early material order	DCR	4/5/2019	10/30/2020
C1976	2	Michael Mangum Enterprises	\$ 38,712.93	Youth violence prevention at New Columbia and Humboldt Gardens; amended to extend contract	Community Services	4/9/2019	12/31/2019
C2060	2	W.B. Wells & Associates, Inc	\$ 7,500.00	Surveying at Hunter's Run, Floresta, Powellhurst, Alderwood, and Harold Lee Village; amended scope	DCR	4/9/2019	5/31/2019
C2082	3	W.B. Wells & Associates, Inc	\$ 6,500.00	ALTA surveying at Tillicum North & Tillicum South; amended scope	DCR	4/9/2019	5/31/2019
C1783	3	Pacific Paint Northwest	\$ 5,500.00	On-call painting services at HF-managed properties; amended to add funds	Prop Mgmt	4/10/2019	11/27/2019
C2077	1	Waste Management	\$ 6,181.56	Garbage & Recycling Services for Multiple Properties; amended to adjust scope for Eliot Square	Prop Mgmt	4/10/2019	12/31/2021
C2144	3	First Cascade Corporation	\$ -	Office remodeling on 4th and 6th floor of NMW; amended to add time	Executive	4/10/2019	4/30/2019

C1955	1	Floor Solutions, LLC	\$ -	On-call flooring services; amended to add time	Property Management	4/11/2019	2/4/2020
C2111	2	PBS Engineering & Environmental, Inc.	\$ 17,500.00	Phase 1 Environmental Site Assessment at nine properties: Medallion, Williams, Alderwood, Floresta, Harlod Lee Village, Hunter's Run, Powellhurst, Tillcum North & South; amended scope and time	DCR	4/15/2019	6/30/2019
C2111	3	PBS Engineering & Environmental, Inc.	\$ 19,505.00	Phase 1 Environmental Site Assessment at nine properties: Medallion, Williams, Alderwood, Floresta, Harlod Lee Village, Hunter's Run, Powellhurst, Tillcum North & South; amended scope	DCR	4/15/2019	6/30/2019
C2186	1	Performance Systems Integration (PSI)	\$ 895.00	5 Year Testing at New Market West; amended scope to allow for obstruction investigation of piping	Executive	4/16/2019	2/29/2024
C1940	6	MWA Architects Inc	\$ 13,790.00	Amendment for additional design & engineering at Schrunck	DCR	4/17/2019	5/31/2020
C1967	1	Epic Land Solutions	\$ 2,338,056.00	Resident relocation services at Schrunck & Tamarack; amended to add funds for extended hotel stays, permanent relocation, pest control, provide increased support for residents	DCR	4/18/2019	4/1/2020
C2012	2	Elizabeth Bradley (E.B.) Ferdig	\$ -	Chair yoga at Dahlke Manor; amended to add BCC	Community Services	4/19/2019	12/31/2019
C1781	2	Bridge City Contracting	\$ 37,500.00	On-call painting services at HF-managed properties; amended to add funds	Prop Mgmt	4/23/2019	11/27/2019
C1782	2	G&R Painting	\$ 37,500.00	On-call painting services at HF-managed properties; amended to add funds	Prop Mgmt	4/23/2019	11/27/2019
C1834	1	Pro-tek Automotive LLC	\$ 50,000.00	Fleet vehicle service & maintenance; amended to add funds	Prop Mgmt	4/24/2019	5/4/2020
C1939	7	KASA Architects, inc	\$ 3,000.00	Revision to MEP drawings to incorporate water heater relocation in basement	DCR	4/24/2019	6/30/2019
C2161	2	Robert Half International	\$ 5,000.00	Temp Services for Accounting II position; amended to add time and money	FAAM	4/25/2019	3/31/2019
C1780	1	Bank of America	\$ -	General banking services; amended to add time and update scope	FAAM	4/26/2019	12/31/2021
C2207	1	Alliant Systems	\$ 1,270.00	Repair broken waste line at Williams Plaza unit #102; amended scope	Prop Mgmt	4/29/2019	5/31/2019
Subtotal			\$ 4,293,683.46				43

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

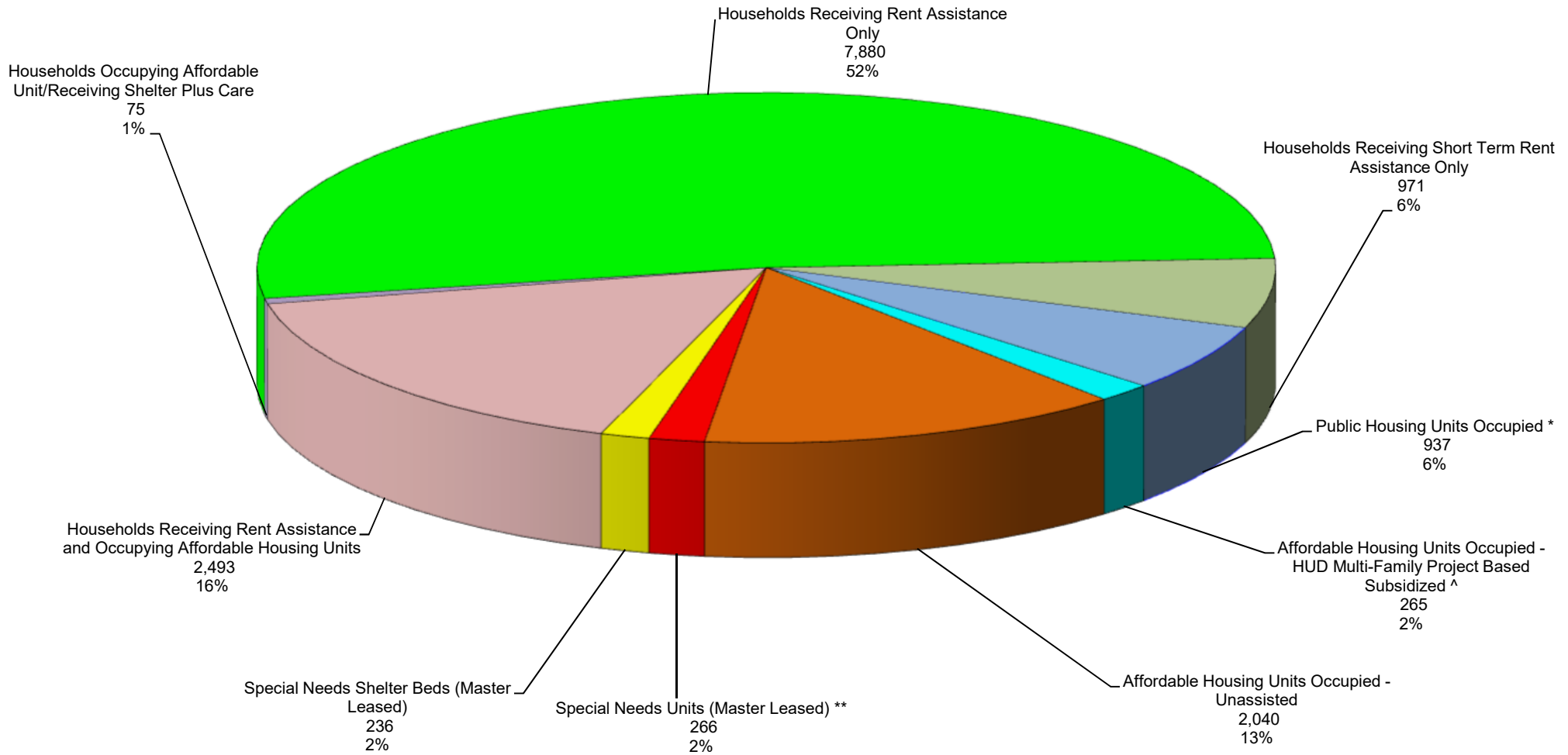
Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
R2146	0	Portland Housing Bureau	\$ 144,500.00	Revenue Contract: Asset management/resident services contract with PHB; youth services coordination, financial capabilities workshops, credit counseling	Asset Management	3/1/2019	12/31/2019
Subtotal			\$ 144,500.00				1
Total			\$ 7,702,175.31				81

**Procurement & Contracts Department
FUTURE FORMAL PROCUREMENTS
6 Month Look Ahead - May 2019**

Estimated Contract Amount	Description	Dept.	Solicitation Period
\$50 million	CM/GC Powell Project	DCR	May
\$12 million	Design/Build Family Group (Fir Acres, Townhous Terrace, Stark Manor, Eastwood Court, Carlton Court, Demar Downs, Celilo)	DCR	May
\$260,000	Sewer Reparis at The Ellington	DCR	May/June
\$3.1 million	A&E at Dekum	DCR	June/July
\$300,000	Re-roofing of NW Tower Annex	DCR	July
\$200,000	Replacing storefront panels at Rosenbaum	DCR	August

HOUSEHOLDS SERVED REPORT

Total Households Served: Rent Assistance and Occupied Housing Units April 2019



Total Households Served 15,163

^ Consists of Grace Peck Terrace, Multnomah Manor, Plaza Townhomes, Rosenbaum Plaza, Unthank Plaza

* Includes Local Blended Subsidy

^^ Total Short Term Rent Assistance less the Households Occupying Affordable Units/Receiving Shelter Plus Care

** 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 April 2019

Rent Assistance	All Programs	Moving to Work Programs	Non-MTW Programs
Rent Assistance Vouchers - Home Forward Funded	10,373	7,464	1,816
Tenant Based Vouchers	5,347	5,347	
Project Based Vouchers	1,477	1,477	
Hi Rise Project Based Vouchers	640	640	
RAD Project Based Vouchers	890		
Section 18 Project Based Vouchers	203		
Single Room Occupancy (SRO)/MODS	490		490
Family Unification Program	98		98
Veterans Affairs Supportive Housing (VASH)	598		598
Rent Assistance - PORT IN From Other Jurisdiction	630		630
Short Term Rent Assistance Programs	1,046	52	994
Shelter + Care	510		510
Locally Funded Short Term Rent Assistance	484		484
Earl Boyles	15	15	
MIF Funded Short Term Rent Assistance	-	-	
Alder School	25	25	
New Doors	6	6	
Employment Opportunity Program	6	6	
Work Systems Inc. - Agency Based Rent Assistance	-	-	
Total Rent Assistance	11,419	7,516	2,810
Subsidized Housing Units			
Public Housing Units Occupied	937	937	-
Traditional Public Housing units Occupied	937	937	
Affordable Housing Units Occupied (excluding PH subsidized)	4,873		4,670
Affordable Housing Units - Tenant Based Vouchers	505		505
Affordable Housing Units - Shelter + Care	75		75
Affordable Housing Units - Project Based Vouchers	139		139
Affordable Housing Units - Hi Rise Project Based Vouchers	640		640
Affordable Housing Units - RAD Project Based Vouchers	890		890
Affordable Housing Units Section 18 Project Based Vouchers	203		
^ Affordable Housing Units - HUD Multi-Family Project Based	265		265
Affordable Housing Units - VASH Vouchers	73		73
Affordable Housing Units - Family Unification Program	3		3
Affordable Housing Units - Section 8 Port In	40		40
Affordable Housing Units - Unassisted	2,040		2,040
Special Needs	502		502
Special Needs Units (Master Leased) **	266		266
Special Needs Shelter Beds (Master Leased)	236		236
Total Households Occupying Housing Units	6,312	937	5,172
Total Housing Supports Provided to Household	17,731	8,453	7,982
Household Occupying Affordable Unit/Receiving Home Forward Rent Assistance	(2,493)		(2,493)
Households Occupying Affordable Unit/Receiving Shelter Plus Care	(75)		(75)
Total Households Served	15,163	8,453	5,414

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 April of 2019

Property Performance Measures

Occupancy

	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	26	960	960	23	97.6%	75	444	233	202	6	0	960
Affordable Owned	27	2,471	2,471	73	97.0%	919	719	621	182	30	0	2,471
Tax Credit Partnerships	26	2,548	2,548	73	97.1%	752	825	508	308	138	17	2,548
Total Affordable Housing	52	5,019	5,019	146	97.1%	1,671	1,544	1,129	490	168	17	5,019
Combined Total PH and AH	78	5,979	5,979	169	97.2%	1,746	1,988	1,362	692	174	17	5,979
Special Needs (Master Leased)	29	266	266									
Special Needs (Shelter Beds)	3	236	236									
Total with Special Needs	110	6,481	6,481									

* property/unit counts also included in Affordable Housing Count

Financial

	Fiscal YTD ending 3/31/19				# of Properties/units Under Construction (NOI Does not Apply)		03/31/19		
	# of Properties/units Positive Net Operating Income (NOI)	# of Properties/units Negative Net Operating Income (NOI)	# of Properties/units Under Construction (NOI Does not Apply)	# 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	26	960	0	0					
Affordable Owned	26	2,378	1	93			16	5	6
Tax Credit Partnerships	23	2,329	1	118	2	101	14	0	12

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	192	20.4%	2.6	2.0	9.1%	11.2%	1.1%	5.9%	4.5%	10.7%	1.1%	0.4%	0.9%	2.8%
0 to 10% MFI	11	42.6%	1.6	1.4	33.5%	9.1%	15.6%	19.6%	7.9%	26.1%	2.0%	1.9%	0.6%	4.1%
11 to 20%	189	20.0%	2.0	1.7	13.5%	6.6%	8.1%	5.8%	2.6%	11.9%	0.7%	1.4%	0.5%	3.0%
21 to 30%	116	12.3%	2.7	2.0	5.0%	7.3%	3.0%	2.8%	2.1%	5.9%	0.3%	0.7%	0.1%	3.2%
31 to 50%	36	3.8%	3.1	2.5	1.5%	2.3%	0.5%	0.6%	0.8%	1.4%	0.1%	0.3%	0.1%	1.2%
51 to 80%	8	0.8%	3.3	2.5	0.6%	0.2%	0.3%	0.1%	0.1%	0.4%	0.0%	0.1%	0.0%	0.2%
Over 80%	943	100.0%	2.4	2.0	63.6%	36.4%	28.6%	35.3%	18.1%	56.6%	4.0%	4.8%	2.1%	14.4%

Waiting List

0 to 10% MFI	4,693	42.1%	2.1	1.4			41.9%	6.5%	13.3%	18.7%	1.9%	1.0%	0.6%	3.8%
11 to 20%	3,347	30.0%	2.1	1.4			56.4%	12.0%	9.1%	14.4%	1.3%	1.2%	0.4%	0.5%
21 to 30%	1,715	15.4%	2.5	1.4			37.3%	13.8%	4.5%	7.9%	0.6%	0.8%	0.2%	0.3%
31 to 50%	1,046	9.4%	2.6	1.4			30.8%	13.1%	3.3%	4.9%	0.3%	0.7%	0.2%	0.2%
51 to 80%	255	2.3%	2.7	1.3			24.7%	9.8%	0.7%	0.8%	0.1%	0.2%	0.1%	0.0%
Over 80%	100	0.9%	2.3	1.3			33.0%	7.0%	0.3%	0.3%	0.0%	0.0%	0.0%	0.0%
All	11,156	100.0%	2.4	1.4			44.0%	10.0%	31.0%	47.1%	4.2%	3.9%	1.5%	2.3%

Other Activity

Public Housing	330
Names pulled from Wait List	257
Denials	5
New rentals	3
Vacates	7
Evictions	0
# of work orders received	1,197
# of work orders completed	959
Average days to respond	17.8
# of work orders emergency	2
Average response hrs (emergency)	14

Rent Assistance Performance Measures

Utilization and Activity

Category	Current Month Status						Current Month Activity			Calendar Year To Date					
	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	6,244	5,347	86%	\$804	-481,847	3,330	0	3	19	417	86%	\$801	-1,834,127	10	91
Project Based Vouchers	2,408	2,320	96%	\$797	-11,320			20	15	120	97%	\$800	8,002	99	94
VASH Vouchers	823	598	73%	\$733	-102,354			5	2	45	80%	\$733	-195,151	31	16
FUP Vouchers	188	98	52%	\$827	-90,880			0	0	9	76%	\$218	-90,880	3	1
RAD Project Based Vouchers	903	890	99%	\$540	-22,928			7	10	67	98%	\$135	-22,928	29	36
SRO/MOD Vouchers	512	490	96%	\$442	-44,566			7	7	37	96%	\$440	-180,314	33	39
All Vouchers	11,078	9,743	88%	\$756	0			42	53	695	90%	\$713	-2,315,398	205	277

Home Forward - Dashboard Report For April of 2019

Demographics

Tenant Based Voucher Participants *	Households				% Family Type (head of household)				Black African American	White	Native American	Asian	Hawaiian/ Pacific Islnd	Hispanic/ Latino
	# of Households	% of Households	Average Family Size	Average Unit Size	Adults no Children	Family with Children	Elderly	Disabled Not Elderly						
0 to 10% MFI	1062	16.4%	2.4	1.9	47.8%	52.2%	21.0%	26.2%	39.0%	48.5%	3.2%	1.6%	1.0%	8.2%
11 to 20%	2,597	40.0%	1.9	1.8	76.2%	23.8%	60.1%	68.2%	34.6%	53.5%	1.6%	7.2%	0.3%	5.9%
21 to 30%	1,500	23.1%	2.3	2.0	66.5%	33.5%	55.3%	55.5%	33.3%	57.8%	1.3%	4.4%	0.9%	6.1%
31 to 50%	1,085	16.7%	2.8	2.3	50.3%	49.7%	37.1%	34.5%	44.4%	45.6%	1.7%	4.1%	1.1%	7.0%
51 to 80%	224	3.5%	3.0	2.6	42.0%	58.0%	23.2%	18.3%	49.6%	41.5%	0.9%	4.0%	0.5%	6.3%
Over 80%	24	0.4%	3.4	2.6	62.5%	37.5%	33.3%	33.3%	33.3%	62.5%				16.7%
All	6,492	100%	2.6	2.2	64%	36%	47%	51%	37%	49%	2%	5%	1%	7%

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

Project Based Voucher Participants

Project Based Voucher Participants	Households				% Family Type (head of household)				Black African American	White	Native American	Asian	Hawaiian/ Pacific Islnd	Hispanic/ Latino
	# of Households	% of Households	Average Family Size	Average Unit Size	Adults no Children	Family with Children	Elderly	Disabled Not Elderly						
0 to 10% MFI	770	23.9%	1.9	1.6	61.8%	38.2%	27.3%	34.2%	6.2%	13.4%	1.1%	0.4%	0.3%	2.5%
11 to 20%	1,397	43.9%	1.6	1.3	83.3%	16.8%	57.6%	73.8%	10.5%	26.3%	1.7%	1.4%	0.2%	3.8%
21 to 30%	602	18.4%	2.0	1.5	76.3%	23.8%	61.0%	53.7%	4.4%	11.7%	0.3%	0.5%	0.2%	1.3%
31 to 50%	365	11.0%	3.0	2.1	49.3%	50.7%	38.8%	30.4%	3.6%	4.2%	0.4%	0.3%	0.2%	2.3%
51 to 80%	79	2.3%	2.8	2.3	50.6%	49.4%	34.2%	12.7%	0.8%	0.6%	0.1%	0.0%	0.0%	0.7%
Over 80%	13	0.4%	3.2	2.5	53.9%	46.2%	15.4%	7.7%	0.2%	0.2%	0.0%	0.0%	0.0%	0.1%
All	3,226	100%	2.4	1.9	72%	28%	48%	54%	26%	57%	4%	3%	1%	11%

Waiting List

Waiting List	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	White	Native	Asian	Hawaiian/ Pacific Islnd	Hispanic	
0 to 10% MFI	1,056	33.5%	2.5				3.3%	26.5%	30.3%	53.4%	4.8%	2.1%	1.1%	7.0%	1.2%
11 to 20%	893	28.3%	1.8				15.1%	61.4%	28.4%	56.3%	3.1%	5.4%	1.0%	4.6%	1.1%
21 to 30%	588	18.7%	2.1				17.5%	38.6%	23.6%	63.1%	2.4%	3.7%	1.0%	5.3%	0.9%
31 to 50%	505	16.0%	2.4				12.7%	24.2%	27.7%	57.6%	2.8%	4.8%	1.2%	5.5%	0.4%
51 to 80%	87	2.8%	2.6				9.2%	17.2%	39.1%	43.7%	1.2%	3.5%	1.2%	10.3%	1.2%
Over 80%	22	0.7%	2.6				9.1%	27.3%	45.5%	36.4%	4.6%		9.1%	4.8%	0.0%
All	3,151	100.0%	2.3				11%	38%	28%	56.3%	3.5%	3.8%	0.8%	5.8%	1.0%

Short Term Rent Assistance

	# of Households Participating	\$ Amount of Assistance Provided	Average Cost per Household
Shelter Plus Care	510	\$131,294	891
Short Term Rent Assistance	536	\$623,819	1,164

Resident Services

Resident Programs

	Housing Program Served	Households Served/ Participants	Monthly Funding Amount	Average Funds per Participant
Congregate Housing Services * as of previous month	Public Housing	146	\$77,365	\$529.90

Resident Services Coordination	Public Housing	# Interventions regarding lease violations				# Events				# Event Attendees			
		appointments assisting residents to connect and utilize community	148	1541	204	2672							

	# of Participants	Escrow \$ Held	New Enrollees	# of Graduates	Escrow \$ Disbursed	Terminations or Exits	Escrow \$ Forfeited	Avg Annual Earned Income Increase Over Last Year	Escrow \$ Forfeited	Avg Annual Earned Income Increase Over Last Year
Nine months ending 12/31/2017	Public Housing	400	\$1,442,225	8	8	\$57,235	4	\$0	\$2,289	
Twelve months ending 3/31/2018	Section 8	400	\$1,394,613	5	1	\$30,649	2	\$1,375	\$2,617	

Agency Financial Summary

Nine months ending 12/31/2018	Fiscal Year to Date	Prior YTD	Increase (Decrease)
Subsidy Revenue	\$6,897,226	\$6,499,353	\$397,874
Grant Revenue	\$8,702,463	\$8,536,812	\$165,651
Property Related Income	\$81,348,227	\$78,327,834	\$3,020,393
Development Fee Revenue	\$8,419,159	\$6,781,855	\$1,637,304
Other Revenue	\$0	\$4,023	(\$4,023)
Total Revenue	\$105,367,075	\$100,149,876	\$5,217,199
Housing Assistance Payments	\$78,444,040	\$75,855,524	\$2,588,516
Operating Expense	\$38,597,664	-\$6,206,439	\$44,804,103
Depreciation	\$6,430,242	\$6,465,849	(\$35,606)
Total Operating Expenses	\$123,471,946	\$76,114,934	\$47,357,012
Operating Income	-\$18,104,871	\$24,034,942	-\$42,139,813
Other Income(Expense)	\$35,685,179	-\$93,353	\$35,778,532
Capital Contributions	-\$365,732	\$6,179,857	(\$6,545,590)
Increase(Decrease) Net Assets	\$17,214,576	\$30,121,446	(\$12,906,871)
Total Assets	\$516,565,562	\$499,890,404	\$16,675,158
Liquidity Reserves	\$21,048,576	\$20,996,584	\$51,992

Development/Community Revitalization**New Development / Revitalization**

	Units	Construction Start	Construction End	Current Phase	Total Cost	Cost Per Unit
Square Manor						
Gladstone Square	48	Mar-17	Apr-18	Post Construction	\$11,191,518	\$233,157
Multnomah Manor	54	Aug-17	Jan-18	Post Construction	\$8,949,559	\$168,860
NE Grand	240	Dec-17	Oct-20	Pre-Construction	\$76,923,525	\$320,515
North Group Rehab Project	350	Dec-18	Oct-21	Pre-Construction	\$107,272,628	\$306,493

Capital Improvement

Fairview Woods Recladding	N/A	Jun-17	Feb-19	Construction	\$3,900,000	N/A
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