

PUBLIC NOTICE:



Home Forward
BOARD OF COMMISSIONERS
will meet on
Tuesday, March 21, 2023
At 5:30 pm

Zoom Register here:

<https://homeforward.zoom.us/j/82528396204?pwd=b2Zqd3hMZjRUVjJEUxprUkJaVVp3dz09>



MEMORANDUM

To: Community Partners

Date: March 14, 2023

From: Ivory N. Mathews, Chief Executive
Officer

Subject: Home Forward Board of
Commissioners March
Meeting

The Board of Commissioners of Home Forward will meet on Tuesday, March 21 at 5:30 PM virtually using the Zoom platform. The meeting will be accessible to the public via phone and electronic device.

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

<https://homeforward.zoom.us/j/82528396204?pwd=b2Zqd3hMZjRUVjJEQXprUkJaVWp3dz09>

The commission meeting is open to the public.

AGENDA



BOARD OF COMMISSIONERS MEETING

HOME FORWARD
135 SW ASH STREET
PORTLAND, OREGON

<https://homeforward.zoom.us/j/82528396204?pwd=b2Zqd3hMZjRUVjJlEQXprUkJaVWp3dz09>

VIA ZOOM

MARCH 21, 2023, 5:30 PM

AGENDA

INTRODUCTION AND WELCOME

PUBLIC COMMENT

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

MEETING MINUTES

Topic
Minutes of February 21, 2023 Board of Commissioners Virtual Meeting

MISSION MOMENT

Topic	Presenter
Digital Equity at High-Rise Sites	Liane Tankersley, Program Supervisor Carrie Luse, Community Vision Cynthia Castaneda, Community Vision Laurel Jones, Home Forward Resident

RESOLUTIONS/REPORTS

Following Reports and Resolutions:			
23-03	Topic	Presenter/POC	Phone #
01	Authorize Amendment of the Home Forward Restated Bylaws	Sarah Curtiss Ian Davie	503.294.9829 503.802.8565

02	Authorize Execution of Documents in Connection with Guaranteed Maximum Price Amendment, Financing, Transferring of Property Interests, Development, Renovating and Operation of Grace Peck Terrace	April Berg Theresa Auld	503.802.8326 503.802.8319
03	Authorize Amendment to the Contract with Walsh Construction Company for the Grace Peck Terrace Renovation Project	April Berg Theresa Auld	503.802.8326 503.802.8319
04	Authorize Grace Peck Terrace Governmental Note Financing	April Berg Robert Dell	503.802.8326 503.802.8528
05	Authorization to Submit Moving to Work Twenty Third-Year Annual Report	Christina Dirks	503.802.8494

THE NEXT MEETING OF THE BOARD OF COMMISSIONERS

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

The next Board Work Session will be on Wednesday, April 5, 2023 at 5:30 PM. The next Board of Commissioners meeting will be Tuesday, April 18, 2023 at 5:30 PM.

EXECUTIVE SESSION

The Board of Commissioners of Home Forward may meet in Executive Session pursuant to ORS 192.660(2)(3) to discuss a pending real estate transaction. 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.

HOME FORWARD DEVELOPMENT ENTERPRISE CORPORATION BOARD

The Home Forward Development Enterprise Board will meet following the March 21, 2023, Board of Commissioners meeting.

ADJOURN

MINUTES



BOARD OF COMMISSIONERS MONTHLY MEETING
HOME FORWARD
HELD VIRTUALLY
135 SW Ash Street Portland, OR 97204
February 21, 2023

COMMISSIONERS PRESENT

Chair Damien Hall, Vice Chair Matthew Gebhardt, Treasurer Jenny Kim, Commissioners TomiRene Hettman, Rakeem Washington

STAFF PRESENT

April Berg, Christina Dirks, Tonya Evans, Dena Ford-Avery, Monica Foucher, Carolina Gomez, Ivory Mathews, Kitty Miller, Amanda Saul, Shannon Schmidt, Kellie Shaw, Celia Strauss, Jonathan Trutt, Linda Uppinghouse

LEGAL COUNSEL

Sarah Stauffer Curtiss

Chair Damien Hall convened the meeting of the Board of Commissioners at 5:35 PM.

Maggie Skenderian, long time neighbor to Peaceful Villa recapped the planning phase for redevelopment and the concern their suggestions are not being heard. Heather Chatto fellow neighbor to Peaceful Villa, CAC member and urban planner professional, thanked Home Forward for a great job of communicating information. Chatto's focus was addressing the Richmond Neighborhood Association's December correspondence to Home Forward expressing their support for the redevelopment but also an opportunity for feedback and recommendations. She sees this as a chance for Home Forward to raise the bar particularly around public engagement at the beginning of a project. It was made clear to the neighbors there wasn't room for engagement which they felt could help foster a better overall project.

Chatto used the example of the onsite daycare policy. There is a strong desire behind the value for onsite daycare especially in a project of this size and for future Home Forward projects. The neighbors consider themselves allies and encourage looking at the policy as

well as finding ways to engage the community. As part of this engagement the neighborhood association is hosting an open house, Saturday March 11 at the Richmond Community Church to discuss the redevelopment and invited Home Forward's participation. The goal of the open house is to advocate for the daycare, give context to the proposed changes and encourage robust engagement which the community feels hasn't happened.

Chair Damien Hall appreciated the engagement and finding ways to be compatible with the neighborhood while balancing all considerations. He thanked Chatto for the thoughtful conversation and that the neighborhood too is looking for collaborative ways. Also acknowledging the board did receive the neighborhood association's letter.

Alex Achmatowicz, neighbor to the Medallion Apartments, appreciated a recent conversation with Ian Davie related to drug activity around his building and the neighboring block. He shared with the commissioners these incidents and a request for cooperation in addressing the concerns. One request, that Home Forward share access with the security company at the Medallion. He raised similar concerns with activity at other Home Forward properties and asked about performance issues. Achmatowicz referenced the dashboard report identifying occupancy rates no longer available on our website. He would also like to see an annual report for Home Forward. Chair Hall thanked Achmatowicz for sharing his concerns.

Hall followed up with the commissioners. Commissioner Rakeem Washington appreciated everyone being present and found the characterizations worrisome. Chair Hall noted the public process and giving a limited conversation with open dialogue. Saying it is hard to read the intent and try not to assign biases.

Cathy Millis, resident at Dahlke Manor provided a property update. Recently, the community room television was stolen and there has been a change in the security provider. The security replacement also included a change in hours to 11P-7A. There is a strong feeling security should be available for the residents and these hours do not give them an opportunity for interaction nor a sense of security during the daytime hours. The property has also gone from a full-time property manager to part-time, being split between two properties and the resident services coordinator has not been replaced. As chair of the Dahlke Manor resident association, Millis is still looking for help in getting the group back up and running. Chair Hall assured Millis that staff will follow up and be prepared to help address her concerns.

MEETING MINUTES

Minutes of the January 17, 2023 Board of Commissioners Virtual Meeting

Chair Damien Hall requested a motion authorizing approval of the minutes for the January 17, 2023 Board of Commissioners Meeting.

There being no discussion, Treasurer Jenny Kim moved to approve a motion for approval, and Vice Chair Matthew Gebhardt seconded the motion.

The vote was as follows:

Chair Damien Hall—Aye

Vice Chair Matthew Gebhardt—Aye

Treasurer Jenny Kim—Aye

Commissioner TomiRene Hettman—Aye

Commissioner Rakeem Washington—Aye

RESOLUTIONS

Resolution 23-02-03 Recognize Commissioner Vivian Satterfield

Chief Executive Officer Ivory Mathews said it is bittersweet losing Commissioner Satterfield as she takes her new role at the City of Portland. There is no doubt she will do an excellent job as the Chief Sustainability Director, and we hope to continue to partner with her in this new role. Mathews presented Satterfield with a plaque and token of our appreciation, delivered to her. To document her contributions to the Home Forward Board, Commissioners each read a “whereas” in the resolution.

Chair Hall said it has been a pleasure to get to know and serve with Satterfield, appreciating her insights. He welcomed her tactful ways to be mindful.

Treasurer Jenny Kim said it has been an honor to know and work with her, appreciating her spot-on questions that have challenged us to be better. She has learned from her style of speaking, always recognizing staff and being inquisitive. Kim hopes their paths will cross and is confident Satterfield will be impactful in her new role.

Commissioner TomiRene Hettman joined the board at the same time with Satterfield and thanked her for helping to make her a better person and commissioner. Your brain and heart will be hard to replace and agrees it is bittersweet to lose her but excited for the opportunity ahead.

Vice Chair Matthew Gebhardt had the same reflections as Commissioner Kim, appreciating Satterfield's approach, how she framed questions and her insightful feedback. He is trying to model this, feeling it is very useful and productive. He valued Satterfield's questions, observations and caring delivery that have left an impact.

Commissioner Rakeem Washington thanked Satterfield for being the first to reach out when he joined the board and acknowledged it was comforting to receive. He appreciated how she paid attention and her intentional, thoughtful, and consistent way.

There being no discussion, Chair Damien Hall requested a motion to approve Resolution 23-02-03. Commissioner TomiRene Hettman moved to adopt Resolution 23-02-03. Treasurer Jenny Kim seconded the motion.

The vote was as follows:

Chair Damien Hall—Aye

Vice Chair Matthew Gebhardt—Aye

Treasurer Jenny Kim—Aye

Commissioner TomiRene Hettman—Aye

Commissioner Rakeem Washington—Aye

Outgoing Commissioner Satterfield thanked everyone and said truncating four years so quickly with the conflict of interest was disappointing. She was happy to work alongside wonderful people in every department and on the board of commissioners and admires those who show up. We are all here to see the residents thrive and we know it changes their lives. Satterfield recognizes it can be rough but confident we've got this.

Resolution 23-02-01 Authorizes Changes to Chapter 16 of the Administrative Plan

Christina Dirks, Interim Policy Director presented the resolution describing the second phase of the changes with implementation of phase one changes, and the relationship with Chapter 12 and Chapter 16. Dirks walked through the proposed changes that were described in the resolution.

Chair Hall thanked Dirks for the breakdown, noting the significant body of technical information. He continues to be impressed with the ability to identify innovative ways to benefit our residents and get HUD's sign off. He thanked Dirks and the others involved.

There being no discussion, Chair Damien Hall requested a motion to approve Resolution 23-02-01. Treasurer Jenny Kim moved to adopt Resolution 23-02-01. Commissioner TomiRene Hettman seconded the motion.

The vote was as follows:

Chair Damien Hall—Aye
Vice Chair Matthew Gebhardt—Aye
Treasurer Jenny Kim—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Vivian Rakeem Washington —Aye

Resolution 23-02-02 Authorize Omnibus Financing for the Fairfield Apartments Project

Amanda Saul presented the resolution describing the execution and delivery of the documents as the general partner in conjunction with the project financing. In background, Saul described the make up of the Fairfield Apartments owned by the Portland Housing Bureau, the intergovernmental agreement with PHB as lessor for a 99-year period and the financial assistance.

Saul reviewed the funding sources, some of which have changed since the resolution was presented to the READ Committee in January including a projected \$2M from HUD appropriations, a change in the assessed value and a decrease in costs by approximately \$4M. Chair Hall thanked Saul for getting us here and managing the unique details of the project.

There being no discussion, Chair Damien Hall requested a motion to approve Resolution 23-02-02. Vice Chair Matthew Gebhardt moved to adopt Resolution 23-02-02. Treasurer Jenny Kim seconded the motion.

The vote was as follows:

Chair Damien Hall—Aye
Vice Chair Matthew Gebhardt—Aye
Treasurer Jenny Kim—Aye
Commissioner TomiRene Hettman—Aye
Commissioner Rakeem Washington—Aye

There being no further business, Chair Damien Hall adjourned the meeting at 6:50 PM.

Celia M. Strauss
Recorder, on behalf of
Ivory N. Mathews, Secretary

ADOPTED: MARCH 21, 2023

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair

RESOLUTIONS



MEMORANDUM

To: Board of Commissioners

Date: March 21, 2023

From: Sarah Stauffer Curtiss
Stoel Rives LLP
503.294.9829

Subject: Authorize the Amendment of the
Home Forward Restated Bylaws
Resolution 23-03-01

Ian Davie
Chief Operating Officer
503.802.8565

The Board of Commissioners is requested to approve a resolution that recognizes certain organizational shifts and changing roles within Home Forward, affirms the use of “Chief Executive Officer” and related titles, and amends the Home Forward bylaws.

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

BACKGROUND

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

In May 2019, the Board of Commissioners adopted amended bylaws which primarily

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

OVERVIEW

In late 2022, Home Forward underwent an “organizational shift” which reorganized core functions and redefined roles. As part of this change, the Executive Director added the title of Chief Executive Officer. A more complete explanation of this shift is contained in the memorandum annexed hereto as Exhibit A.

Subsequent to this organizational shift, staff received feedback from institutional partners who expressed discomfort with this shift if it had not been formally ratified by the Board of Commissioners. Recognizing the unique role of funding and lending partners in financing arrangements, and to avoid potential issues with execution and delivery of agreements in future transactions, Home Forward determined that it would be in the best interest of Home Forward to formally changes outlined in the Organizational Shift Memo, affirm the addition of “Chief Executive Officer,” and amend the corporate bylaws to reflect this change.

Suggested changes have been reviewed and drafted by Home Forward General Counsel Stoel Rives. The Executive Director, Chief Operating Officer, and additional counsel contracted for development purposes have also reviewed these changes. Finally in compliance with Article IX of the bylaws, The Board of Commissioners has been provided seven days’ notice to review the proposed changes.

CONCLUSION

The Board of Commissioners is requested to approve a resolution that recognizes certain organizational shifts and changing roles within Home Forward, affirms the use of “Chief Executive Officer” and related titles, and amends the Home Forward bylaws.

ATTACHMENTS

Annexed to this memorandum and resolution is a draft of the proposed by-laws.

Annexed to this memorandum is Exhibit A, a copy of the memorandum provided to agency staff related to this organizational shift.



RESOLUTION 23-03-01

RESOLUTION 23-03-01 RECOGNIZES CERTAIN ORGANIZATIONAL SHIFTS AND CHANGING ROLES WITHIN HOME FORWARD AND AUTHORIZES THE AMENDMENT, APPROVAL, AND ADOPTION OF HOME FORWARD BYLAWS ENTITLED “2023 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; and

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, Home Forward staff identified language in the bylaws which could potentially create confusion given recent job title changes for Home Forward leadership outlined in the September 19, 2022 Organizational Shift Memorandum (“Organizational Shift Memo”); and

WHEREAS, to ensure that there is alignment between the job titles described in the Organizational Shift Memo and the bylaws, and to avoid potential issues with execution and delivery of agreements in future transactions, Home Forward has determined it to be in the best interest of Home Forward to affirm the changes outlined in the Organizational Shift Memo and to adopt certain changes to the bylaws; and

WHEREAS, suggested changes have been reviewed by the Chief Executive Officer, Chief Operating Officer, Chair of the Board of Commissioners, Executive Committee of the Board

of Commissioners, and Home Forward General Counsel Steel Rives.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF HOME FORWARD ADOPTS THE FOLLOWING RESOLUTIONS:

1. **RESOLVED**, that the Board of Commissioners of Home Forward hereby recognizes and affirms the changes outlined in the Organizational Shift Memo.

2. **RESOLVED**, that the Board of Commissioners of Home Forward has previously appointed Ivory Matthews as Executive Director of Home Forward. In recognition of organizational shifts and changing roles within Home Forward, the title of Executive Director may, in the alternative, be known as “Chief Executive Officer” or “Chief Executive Officer and Executive Director.” The Chief Executive Officer or Chief Executive Officer and Executive Director shall carry out duties and responsibilities previously delegated to the Executive Director, and may use the title “Executive Director”, “Chief Executive Officer” or “Chief Executive Officer and Executive Director” in carrying out any such responsibilities.

3. **RESOLVED**, that the Board of Commissioners of Home Forward hereby amends, approves, and adopts the bylaws entitled “2023 RESTATED BYLAWS OF HOME FORWARD” which is annexed hereto.

ADOPTED: MARCH 21, 2023

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair

~~SECOND 2021~~2023 RESTATED

BYLAWS OF
HOME FORWARD

ARTICLE I
THE AUTHORITY

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

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

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

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

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

ARTICLE II
COMMISSIONERS

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

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

Section 3. Standard of Care. A Commissioner shall discharge the Commissioner’s duty with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character.

Section 3.1 Attendance. A Commissioner who has three or more unexcused absences during a rolling twelve month period must meet with the Chair upon the Chair’s request.

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

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

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

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

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

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

ARTICLE III **OFFICERS**

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

Section 2. Chair.

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

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

Section 3. Vice-Chairs.

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

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

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

Section 4. Secretary (Executive Director). The Executive Director shall be the Secretary of the Authority. As Secretary, he/she shall be responsible for keeping correct records of the meetings of the Commissioners; supervise the preservation of all records of the Authority; and be responsible for all funds of the Authority. The Executive Director may be assigned additional or different titles as approved by the Board (e.g., Chief Executive Officer or Chief Executive Officer and Executive Director).

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

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

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

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

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

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

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

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

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

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

ARTICLE IV **MEETINGS**

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

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

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

means, as the person calling the meeting shall appoint for the limited purpose of addressing the emergency.

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

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

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

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

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

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

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

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

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

ARTICLE V **COMMITTEES**

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

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

2.1 Executive Committee. The Executive Committee shall be composed of the elected Officers of the Authority. When only one Vice-Chair is serving, the Chair shall appoint a fourth Commissioner to the Executive Committee. The Chair Emeritus may be selected as the fourth member of the Executive Committee. The Committee will be the primary liaison between the Board

and the Executive Director. The Executive Committee will review matters that the Executive Director intends to present or have presented to the meetings of the Board. The Executive Committee shall consult with other committees with respect to their recommendations to the Board. Unless specifically authorized by the Board, the Executive Committee will take no action that is binding upon the Authority. The Chair of the Authority shall be the presiding officer of the Executive Committee.

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

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

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

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

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

Section 1. Authority to Indemnify Representatives.

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

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

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

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

1.2 The termination of a proceeding of 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 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 or her capacity as Executive Director or any other title approved by the Board of Commissioners pursuant to Article III, Section 4), 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/her 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.

From: [Ivory N. Mathews](#)
To: [Home Forward](#)
Subject: Home Forward's Organizational Shift
Date: Monday, September 19, 2022 5:44:25 AM
Attachments: [image001.png](#)

Dear Home Forward Colleagues,

I hope that you all had a wonderful weekend and are off to an amazing week. We are at the beginning of the next chapter for Home Forward. As you all know, I joined the Home Forward family on March 7, 2022, as your Executive Director. Over the last six months I've invested greatly in learning about all things Home Forward, past and present. As I take a moment to reflect on the past, I am empathetic to the impact COVID-19 has had on how we work, the needs of our families, and priorities of our staff. I know that the past three years tested Home Forward in unimaginable ways. Thanks to your unwavering care, resilience and sense of purpose throughout the pandemic you continued to deliver for our residents, program participants, our communities and each other.

Looking ahead to our next chapter, we will uphold our continued commitment to those we serve, and that includes you. We strive to create an inclusive, highly collaborative work culture where our employees feel valued and empowered to grow and thrive.

In most recent days, members of the Executive Leadership team and I have held individual one-on-one and group meetings with Directors and Assistant Directors to discuss [Home Forward's Organizational Shift](#) to become effective on October 1, 2022. This organizational shift, I believe strengthens an already exceptional team and best positions us for the opportunities and challenges ahead as we begin the work of our next strategic plan.

[You might ask, why is an organizational shift necessary to accomplish our strategic goals?](#)

We are **broadening our policy and advocacy work** with the goal of shifting the housing system in our region and nationwide. We are taking intentional steps to **maintain a focus on staff**, recognizing that our equity work must be the core of how we are reimagining Home Forward. Our residents need **greater health and housing alignments and consistency** in our onsite services and policies. As we see more environmental impacts, we need to **expand our safety work into new areas** including our property development work. Meanwhile, **our rent assistance department will continue to grow** and impact our community in new ways. All these efforts will be more successful if we **use technology better and more efficiently**. And we need to ensure we're able to move forward strategic initiatives **based on resident feedback** and a **structure that ensures grace, space and monitoring pace**.

[What organizational shifts are happening?](#)

Previous job titles will be reinstated to reflect responsibilities more accurately.

- Kandy Sage, Deputy Executive Director to Chief Financial Officer (CFO)
- Ian Davie, Deputy Executive Director to Chief Operating Officer (COO)
- Kitty Miller, Deputy Executive Director to Chief Administrative Officer (CAO)
- Ivory N. Mathews, Executive Director to Chief Executive Officer (CEO)

New Positions

- Chief Communications Officer (CCO)
- Communications Coordinator (Internal & Resident)
- Resident Engagement
- Legal

CFO New Team Direct Reports

- Director, Integrated Facility Services and Safety
- Procurement & Contracts Manager
- Information Technology Managers

COO New Team Direct Reports

- Director of Asset Management
- Legal

CAO New Team Direct Reports

- Director of Equity
- Resident Engagement

I'm sure you all have questions, so I am excited to share that I will be holding **two (2) Home Forward employee listening sessions** to provide an overview of the Organizational Shift and answer questions. Hearing from you is important to me and I invite you to attend one of the sessions below. The listening sessions are virtual. Information on accessing one of the sessions is listed below.

- **10:30 am – 11:50 am | Tuesday, September 20, 2022**

Join Zoom Meeting

<https://homeforward.zoom.us/j/88331404290?pwd=QStiYllldjV6RHdqaitGVkhZaVNxZz09>

Meeting ID: 883 3140 4290

Passcode: 622534

Or

- **1:30 pm – 2:50 pm | Tuesday, September 20, 2022**

Join Zoom Meeting

<https://homeforward.zoom.us/j/87091302293?pwd=VXNPckpKTIJOWHFFUmp2dHI4OW9WQT09>

Meeting ID: 870 9130 2293

Passcode: 220830

It is important to note that this shift comes at a time of exceptional financial strength for Home Forward resulting most in part from the diversification of our operational focuses. We also benefit currently from a particularly outstanding and seasoned team of senior executives, directors and assistant directors who are clearly at the top of their respective levels of responsibilities. The balance of our team is overflowing with talent, grit, and tenacity, which has positioned us nicely to make these changes now.

I believe this organizational shift will give us what we will need to continue; to be brave and innovative; to be stewards of public resources and champions for those who need them; to be a team of many teams, striving together for excellence; and to do our work in support of systemic change for racial and social justice all with the spirit of knowing that housing is at the core of what we do and people are the reason it matters.

I look forward to meeting with you on Tuesday!

Sincerely,

Ivory N. Mathews

Executive Director

Pronouns: she/her ([learn more](#))



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MEMORANDUM

To:	Board of Commissioners	Date:	March 21, 2023
From:	April Berg, Assistant Director Development & Community Revitalization 503.430.4516 Theresa Auld Finance Manager 503.802.8319	Subject:	Authorize Execution of Documents in Connection with Guaranteed Maximum Price (GMP) Amendment, Financing, Transferring of Property Interests, Development, Renovation and Operation of Grace Peck Terrace Resolutions 23-03-02, 23-03-03, 23-03-04

Staff requests the Board of Commissioners approve the following resolutions for the following purposes:

- 1) Resolution 23-03-02: authorizing the execution and delivery of documents by Home Forward, on its own behalf and in its capacity as general partner of GPT Limited Partnership, an Oregon limited Partnership (the “Partnership”), in connection with the sale, acquisition, financing, renovation and operation of the Grace Peck Terrace apartments (the “Project”), and to authorize the contribution or lending of money to said partnership.
- 2) Resolution 23-03-03: authorizing the issuance of bonds and governmental notes to finance the development.
- 3) Resolution 23-03-04: authorizing the execution of the GMP Amendment to the Design Build Contract for the renovation scope of work.

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

BACKGROUND

Home Forward continues work to preserve 95 one-bedroom units at Grace Peck Terrace built in 1980 and located at 1839 NE 14th Avenue in Portland's Irvington neighborhood. The property requires upgrades for many of the building systems, such as the envelope, heating, emergency generator, and sprinkler systems. This work will include the building's first comprehensive renovation addressing those systems and updating kitchens and flooring in the rental units. The funding package will leverage funds for preservation with the Low Income Housing Tax Credits (LIHTC) and Oregon Affordable Housing Tax Credits (OAHTC), tax -exempt and taxable bond financing, and seller financing.

The following key facts are relevant to Grace Peck's development:

- Home Forward will serve as bond issuer, seller, developer, and sole general partner of the Partnership that will purchase, renovate, own and operate the 95 units in one building.
- As is typical for projects financed with LIHTCs, Home Forward and Home Forward Development Enterprises Corporation ("HFDEC") formed the Partnership prior to financial close and start of renovations. A Secretary's Certificate of the Resolution is typical for lender due diligence and is attached to the financing and bond resolutions. Exhibit A to the financing resolution includes a list of anticipated closing documents.
- Financing details include:
 - Tax-exempt bond financing from Key Bank, National Association for an approximately \$29,000,000 construction loan including approximately \$3,000,000 taxable portion;
 - a tax-exempt permanent loan from Key Bank, National Association will include reduced interest charges with Oregon Affordable Housing Tax Credits. The permanent loan amount will range from a base loan of \$17,140,000 to a high increased loan of \$22,000,000;
 - Home Forward can request a rent increase from HUD after renovation and can apply the rental increase to the debt service and increase the permanent loan principal to \$22,000,000 at conversion. The above amounts are higher than those in the following sources table to allow for more tax- exempt construction financing that may be required if the appraised property value and sales price exceed current estimates.
- Key Community Development Corporation ("KCDC") will be equity investor Limited Partner for the Partnership.
- Home Forward has retained Walsh Construction Co./Oregon as "Design Builder" with Holst Architects for the Project. Home Forward will assign the Design Build contract

to the Partnership before financial closing. Home Forward will assign any other development contracts to the Partnership at financial closing.

- We have completed design, obtained permits, and established a Guaranteed Maximum Price (GMP) to be documented in a GMP Amendment to the Design Build contract.
- Our schedule anticipates a construction start in April 2023, and construction completion in July 2024.
- The existing tenants will be relocated within the building while work progresses through four zones of the building.

OVERVIEW

The renovation GMP of \$18,762,595, will include new exterior framing, windows, and siding; a new roof; new plumbing lines; expanded sprinkler lines; kitchen and flooring upgrades in units; an outdoor terrace; and accessible units compliant with modern requirements. Walsh projects 40% participation from firms that qualify as Certification Office for Business and Diversity (COBID) businesses.

The GMP Amendment Resolution will authorize increasing the Design Build Contract by \$19,661,131 resulting in the following contract and contingency amounts:

Item	Total
Design & Pre-construction Amounts (previously authorized)	\$ 1,373,615
Early Procurement (previously authorized)	\$ 1,425,842
GMP for Construction Scope (this GMP Resolution 23-03-02)	\$ 17,336,753
Construction Administration (this GMP Resolution 23-03-03)	\$ 422,762
New Total for Design Build Contract	\$ 20,558,972
Owner's Construction Contingency (authorized with this GMP Resolution 23-03-04 and to be added by change orders)	\$ 1,901,616
Total of Above	\$ 22,460,588

Funding sources for the Development will include tax credit equity, tax-exempt construction to permanent loan with OAHTC reduced interest rates, bonds issued by Home Forward, taxable equity contributions and one or more sponsor loan(s) composed of seller financing and Home Forward capital grant funds and real estate reserves.

Grace Peck Terrace has a Project-Based Rental Assistance (PBRA) contract with HUD for all 95 units. HUD has already approved a renewal of Grace Peck Terrace's PBRA contract. At the time of financial closing the approved rents support the base loan of \$17,140,000. This PBRA contract allows GPT Limited Partnership to request a rent increase from HUD

after renovation that can increase the debt service and permanent loan principal to \$21,980,000 at conversion. The loan documents allow the permanent loan amount to vary within the range of a base loan of \$17,140,000 to a high increased loan of \$21,980,000 to reflect both approved rents and the potential increased rents and loan. The interest rate on the permanent loan will be reduced through the OAHTC program.

Home Forward will defer a portion of its Developer Fee, provide seller financing, provide a sponsor or omnibus loan, and contribute \$100 of General Partner equity. Home Forward typically provides these types of support. The amount of some of these funds will change for HUD’s approval to increase post-rehabilitation rents. Along with the permanent loan, the deferred portion of the Developer Fee would increase when HUD approves the post-rehab rent increase as shown in the following sources table. The seller financing and sponsor loan would decrease when the permanent loan is increased. The resolution authorizes a deferred developer fee of \$3.5 million; sponsor loan of \$6.5 million including \$175,000 of HUD Capital Grant Funds; and seller financing of \$9 million.

We estimate the following approximate sources for the construction, Base Permanent Loan and Increased Permanent Loan the following table:

Funders and Funding Amounts	Construction	Base Permanent	Increased Permanent
Investor Capital Contribution (Key Community Development Corporation via LIHTCs)	\$ 2,569,622	\$18,7322,956	\$18,732,956
Deferred Developer Fee (Home Forward)	\$ 4,700,576	\$ 1,831,804	\$ 3,000,000
Tax-Exempt Construction Bond Loans issued by Home Forward and purchase by Key Bank * Includes \$[1.5-3.0M] taxable	\$27,305,000*		
Tax-Exempt Permanent Bond Loans issued by Home Forward and purchase by Key Bank		\$17,140,000	\$21,980,000
Home Forward Equity and sponsor loans, includes	\$ 100	\$ 100	\$ 100
Real Estate Development	\$ 5,996,420	\$ 2,866,858	\$ 0
Reserves and Capital Grant Funds	\$ 175,000	\$ 175,000	\$ 175,000

Funders and Funding Amounts	Construction	Base Permanent	Increased Permanent
Home Forward Acquisition Loan (non-cash Seller Financing)	\$ 9,000,000	\$ 9,000,000	\$ 5,889,024
Total Partnership Sources	\$49,746,718	\$49,746,718	\$49,746,718

Home Forward’s estimated sales price of \$14,900,000 may change as it will be based upon the as-is restricted appraised property value. Home Forward’s seller financing is not a cash outlay. Home Forward will make a cash outlay for equity contributions and sponsor loans funded by real estate reserves established for this purpose.

The overall budget is approximately \$49.7 million, including acquisition costs estimated at \$14.9 million, construction costs of \$20.9 million including a construction contingency of \$1.9 million, and soft costs (architecture and engineering, building permits, construction loan interest, and operating reserve and developer fee) of \$13.9 million.

All 95 one-bedroom units will serve households who are elderly or have disabilities and have incomes at or below 60% of Area Median Income (AMI). All units are subsidized and HUD-approved rent increases will not impact the tenant portion of the rent.

CONCLUSION

Staff requests the Board of Commissioners authorize the execution and delivery of documents by Home Forward, on its own behalf and in its capacity as general partner of GPT Limited Partnership, in connection with the construction contract, acquisition, financing, development and operation of the Project, and to authorize the lending of money to said partnership.

Staff provided the Real Estate and Development (READ) Committee of Home Forward’s board a draft copy of this memo and resolution at its March 3, 2023 meeting.

ATTACHMENTS

- Exhibit A Project Documents
- Certificate of Secretary



RESOLUTION 23-03-02

RESOLUTION 23-03-02 AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS BY HOME FORWARD, ON ITS OWN BEHALF AND IN ITS CAPACITY AS GENERAL PARTNER OF GPT LIMITED PARTNERSHIP, TO EFFECTUATE THE ACQUISITION, FINANCING, AND DEVELOPMENT OF THE HOUSING PROJECT KNOWN AS GRACE PECK TERRACE LOCATED IN PORTLAND, MULTNOMAH COUNTY, OREGON

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

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

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

WHEREAS, ORS 456.055 and 456.175 provide that a housing authority may issue bonds, notes, interim certificates, debentures or other obligations for any of its corporate purposes; and

WHEREAS, Home Forward has determined that it is consistent with its purposes to provide for the rehabilitation of a 95-unit affordable housing development (the “Project”) known as Grace Peck Terrace located on the real property whose address is 1839 NE 14th Avenue in Portland, Oregon (the “Project”); and

WHEREAS, for the purpose of carrying out the Project, Home Forward has formed and is general partner of GPT Limited Partnership, an Oregon limited partnership (the “Partnership”); and

WHEREAS, Home Forward Development Enterprises Corporation (“**HFDEC**”) is the initial limited partner of the Partnership; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to authorize Home Forward to sell the Project to the Partnership for an amount equal to the Project’s appraised value, currently estimated to be **\$14,900,000** (the “**Sales Price**”) of which up to **\$9,000,000** will be in the form of Seller financing (the “**Seller Financing**”) and

WHEREAS, Home Forward intends to lease from the Partnership a portion of the Project containing a cell tower (the “**Cell Tower Lease**”); and

WHEREAS, Home Forward expects that the State of Oregon acting by and through its Housing and Community Services Department will award the Project a reservation of 4 percent low-income housing tax credits (“**LIHTC**”); and

WHEREAS, Key Community Development Corporation (“**KCDC**”) and Home Forward executed a letter of intent dated January 13, 2023 (the “**LOI**”) setting forth the general; terms upon which KCDC or one or more of its affiliates will be admitted into the Partnership as a limited partner in exchange for the capital contributions to be made to the Partnership in the estimated amount of \$18,733,045 (which may change based on factors including, but not limited to, KCDC’s underwriting) (the “**LP Investment**”); and

WHEREAS, Home Forward has determined it to be in the best interest of Home Forward, the Partnership and the Project, to admit KCDC as an investor limited partner of the Partnership substantially upon those terms set forth in the LOI; and

WHEREAS, upon the admission of KCDC as a limited partner of the Partnership, HFDEC shall withdraw from the Partnership; and

WHEREAS, as a condition to acquiring the limited partner interest in the Partnership and making the LP Investment, KCDC requires that the current Agreement of Limited Partnership of the Partnership be amended and restated in its entirety to reflect the terms of the LP Investment (the “**Amended Partnership Agreement**”) and that Home Forward and the Partnership execute and deliver certain other agreements, certificates and other instruments relating to the Partnership and the Project; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to take all actions reasonably necessary to facilitate the LP Investment in the Partnership by KCDC by entering into all reasonably necessary agreements with KCDC and the Partnership, and by taking such further actions as are reasonably necessary as to facilitate the LP Investment in the Partnership by KCDC including Home Forward making of a capital contribution into the Partnership of \$100; and

WHEREAS, pursuant to Resolution No. 23-03-02 to be considered on March 21, 2023, Home Forward may authorize the issuance of one or more bonds or notes of Home Forward (collectively, the **“Governmental Notes”**) in the expected principal amount of **\$29,000,000** of which up to **\$26,000,000** will be tax exempt and up to **\$3,000,000** will be taxable with the use of the proceeds thereof to make one or more loans (the **“Project Loans”**) to the Partnership to provide a portion of the financing for the acquisition, rehabilitation, and equipping the Project and, at the option of the Partnership, payment of costs of issuance associated with the Governmental Notes; and

WHEREAS, it is anticipated that Key Bank National Association, or an affiliate thereof (the **“Funding Lender”**), will agree to provide construction financing (the **“Construction Financing”**) for the Project through its purchase of the Governmental Notes and, in connection therewith, will require that Home Forward, the Partnership, and certain other parties execute and deliver various agreements, certificates and instruments; and

WHEREAS, Home Forward anticipates that a portion of the principal amount of the Project Loans, and a corresponding portion of the principal amount of the Governmental Notes, will be repaid upon loan conversion, and that in order to provide permanent financing (the **“Permanent Financing”**) for the Project, the remaining portions of the principal amount of the Governmental Notes and Project Loans will continue to be outstanding in an expected principal amount of up to **\$22,000,000** and will thereafter bear interest at a fixed rate *per annum* determined prior to Construction Financing, until payment in full upon the final maturity date to be approximately 20 years from the conversion date (or earlier prepayment); and

WHEREAS, Home Forward has determined it to be in the best interest of Home Forward, the Partnership, and the Project to enter into execute and deliver those documents, and take such further actions as are reasonably necessary as to facilitate the issuance of the Governmental Notes, the making of the Project Loans, and to assist the Partnership in obtaining; and

WHEREAS, the Permanent Loan, in whole or in part, will be subsidized by Oregon Affordable Housing Tax Credits (“**OAHTC**”) and Home Forward has determined it to be in the best interest of Home Forward, the Partnership and the Project to enter into, execute and deliver those documents as are reasonably necessary to obtain the award of the OAHTC; and

WHEREAS, additional financing for the development of the Project will be in the form of a loan (or loans) from Home Forward to the Partnership in the approximate aggregate amount of up to **\$6,500,000**, comprised of HUD Capital Grant Funds in the amount of \$175,000 and the balance from Home Forward funds (the “**Home Forward Loan**”); and

WHEREAS, additional financing for the development of the Project will be in the form of a capital contribution from Home Forward in the approximate amount of \$100 (the “**Home Forward Equity Contribution**”); and a deferred development fee in an approximate amount of up to **\$3,500,000** (the “**Deferred Fee**”) (as each such amount may change based on underwriting); and

WHEREAS, Home Forward (in its individual capacity and as general partner of the Partnership), has determined it to be in the best interests of Home Forward, the Partnership, and the Project for Home Forward, as the current owner of the Project, to assign and the Partnership to assume the United States Department of Housing and Urban Development (“**HUD**”) Housing Assistance Payment Contract (“**HAP Contract**”) and renew such HAP Contract for an additional twenty (20) years beyond the current term of the HAP Contract; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to engage Home Forward as the developer and resident services provider for the Project; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to authorize the execution and delivery of certain agreements for architectural, construction, property management, and technical related services related to the Project (the “**Project Documents**”); and

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

WHEREAS, the Board of Commissioners of Home Forward desires to authorize the transactions described above, authorize the negotiation, execution and delivery of documents in connection with such transactions, to delegate authority to certain individuals to execute documents on behalf of Home Forward in its own corporate capacity and as the general partner of the Partnership, and to ratify certain actions pertaining to these transactions taken prior to the date of this resolution; and

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

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

1. **RESOLVED**, that Home Forward ratifies and affirms its actions in the formation of the Partnership.

2. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to sell the Project to the Partnership for an amount equal to the Sales Price of which up to **\$9,000,000** will be in the form of Seller Financing, upon such terms and conditions as any single Authorized Officer (as hereinafter defined) shall approve (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such document).

3. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to receive the LIHTC, including but not limited to those documents listed in **Exhibit A**, in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

4. **RESOLVED**, that Home Forward is authorized to negotiate, execute and deliver on behalf of Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, the Partnership Documents including but not limited to those listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the LP Investment by KCDC all in the form approved by any single Authorized Officer (such

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

5. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to close on the Governmental Notes, Project Loans and Construction Financing and Permanent Financing, including but not limited to those documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Governmental Notes, Project Loans, Construction Financing and Permanent Financing all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

6. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to receive the OAHTCs, including but not limited to those documents listed in Exhibit A, in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

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

8. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to enter into the Cell Tower Lease.

9. **RESOLVED**, that Home Forward is authorized to negotiate, execute and deliver on behalf of Home Forward (whether in its own capacity, its capacity as general partner of the Partnership) and/or the Partnership, as the case may be, the documents necessary to assign and assume the HAP Contract and renew such HAP Contract for an additional twenty (20)

years beyond its current term, all in the form approved by any single Authorized Representative (such approval to be conclusively demonstrated by the signature of any single Authorized Representative on such document). Please confirm this is the best location for this HUD authorization.

10. **RESOLVED**, that Home Forward is authorized to serve as resident services provider of the Project and to negotiate, execute and deliver on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to engage Home Forward as resident services provider of the Project, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

11. **RESOLVED**, that Home Forward is authorized to serve as developer of the Project and to negotiate, execute and deliver on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to engage Home Forward as developer and to defer the Deferred Fee, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

12. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver all contracts and other documents respecting the design, construction, and technical assistance for the Project, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

13. **RESOLVED**, that Home Forward is authorized to assign to the Partnership and the Partnership is authorized to assume the Project Documents entered into by Home Forward before KCDC was admitted as limited partner, all pursuant to one or more instruments in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

14. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits, certificates, letters, government forms, documents, agreements and instruments determined to be necessary or desirable: (i) to give effect to this resolution and/or (ii) to consummate the transactions contemplated herein;

15. **RESOLVED**, that any action required by this Resolution is authorized to be taken by Ivory N. Matthews, Chief Executive Officer of Home Forward, Damien R. Hall, Chair of the Board, Kitty Miller, Chief Administrative Officer of Home Forward, Ian Davie, Chief Operating Officer of Home Forward, or Kandy Sage, Chief Finance Officer of Home Forward, or the respective successors or assigns of each (each individually, an “**Authorized Officer**”), and each of them acting alone, is authorized to take action as an Authorized Officer, and in the absence of such Authorized Officer, may be taken by the duly authorized acting Chief Executive Officer of Home Forward, Chair of the Board, acting Chief Administrative Officer of Home Forward, acting Chief Operating Officer of Home Forward, or acting Chief Finance Officer of Home Forward, respectively. For purposes of this Resolution, and the execution of all documents authorized hereunder, Chief Executive Officer” means the Chief Executive Officer or Executive Director of Home Forward.

16. **RESOLVED**, that Home Forward is authorized to expend such funds (and to cause the Partnership to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution.

17. **RESOLVED**, that any Authorized Officer is authorized to negotiate, execute and deliver on behalf of Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, as the case may be, such other agreements, certificates, and documents, and to take or authorize to be taken all such other actions any Authorized Officer shall deem necessary or desirable to carry out the transactions contemplated by the foregoing resolutions (such determination to be conclusively demonstrated by the signature of any single Authorized Officer on such document); and

18. **RESOLVED**, that to the extent any action, agreement, document, or certification has heretofore been taken, executed, delivered, or performed by an Authorized Officer named in these Resolutions on behalf of Home Forward (whether in its own capacity, or as the General Partner) or the Partnership and in furtherance of the Project, the same is hereby ratified and affirmed.

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

ADOPTED: MARCH 21, 2023

ATTEST:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair

EXHIBIT A

PARTNERSHIP DOCUMENTS

- (a) Letter of Intent
- (b) Amended and Restated Limited Partnership Agreement
- (c) Development Agreement
- (d) Guaranty Agreement
- (e) Security Agreement

CONVEYANCE & REAL ESTATE DOCUMENTS

- (a) Special Warranty Deed
- (b) Bill of Sale
- (c) Assignment of Leases, Contracts and Rents
- (d) Cell Tower Lease and or sublease

LIHTC DOCUMENTS

- (a) 4% Low-Income Housing Tax Credit Declaration of Land Use Restrictive Covenants
- (b) 4% Tax Credit Indemnity and Hold Harmless Agreement
- (c) 4% Low-Income Housing Tax Credit Reservation and Extended Use Agreement
- (d) Tripartite Agreement

OAHTC DOCUMENTS

- (a) OAHTC Declaration
- (b) OAHTC Certificate

GOVERNMENTAL NOTES, PROJECT LOAN, AND CONSTRUCTION & PERMANENT FINANCING DOCUMENTS

- (a) Funding Loan Agreement
- (b) Governmental Notes
- (c) Project Loan Agreement
- (d) Promissory Notes
- (e) Regulatory Agreement
- (f) Tax Certificate and Agreement
- (g) Advertising Release Form
- (h) Assignment of Security Instrument and Loan Documents
- (i) Agreement and Consent to Assignment of Construction Documents (Architect)
- (j) Agreement and Consent to Assignment of Construction Documents (Contractor)
- (k) Agreement and Consent to Assignment of Construction Documents (Engineer)
- (l) Assignment of Development Fee
- (m) Assignment of Construction and Design Agreements
- (n) Collateral Assignment of Rights to Tax Credits and Partnership Interests

- (o) Consent and Subordination of Management Agreement
- (p) Construction and Permanent Loan Agreement
- (q) Deed of Trust, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement and Fixture Filing
- (r) Environmental Indemnity Agreement
- (s) Limited Recourse Guaranty
- (t) Performance and Completion Guaranty
- (u) Replacement Reserve Agreement
- (v) UCC financing statements
- (w) Priority and Subordination Agreement
- (x) Advertising Release Form

HOME FORWARD LOAN DOCUMENTS

- (a) Loan Agreement
- (b) Promissory Note(s)
- (c) Trust Deed(s)
- (d) Seller Loan Note
- (e) Seller Loan Deed of Trust

HAP CONTRACT DOCUMENTS

- (a) Housing Assistance Payments Contract

OTHER DOCUMENTS

CERTIFICATE

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

1. That the attached Resolution 23-03-02 (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 March 21, 2023, 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 March, 2023.

HOME FORWARD

Ivory N. Mathews, Secretary



RESOLUTION 23-03-03

RESOLUTION 23-03-03 AUTHORIZES THE CHIEF EXECUTIVE OFFICER TO AMEND THE CONTRACT WITH WALSH CONSTRUCTION COMPANY FOR THE GRACE PECK TERRACE RENOVATION PROJECT TO INCREASE THE AMOUNT BY \$19,661,131

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 acknowledged the need to renovate Grace Peck Terrace for the benefit of residents and the surrounding community; and

WHEREAS, Home Forward awarded Walsh Construction, Co. (Walsh) the contract to undertake design-build services for the Grace Peck Terrace renovation project; and

WHEREAS, Walsh has solicited subcontractor bids for the renovation of Grace Peck Terrace; and

WHEREAS, Walsh's subcontractor bids form the basis for a Guaranteed Maximum Price (GMP) amendment to its current Design Build Contract with Home Forward; and

WHEREAS, Grace Peck Terrace's renovations are currently scheduled to begin in April 2023; 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 authorizes and directs the Chief Executive Officer, or her designee, to execute a \$17,759,515 GMP contract amendment to include \$17,336,753 in construction scope and \$422,762 in construction administration with Walsh for Grace Peck Terrace's renovations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Commissioners of Home Forward hereby authorizes the Chief Executive Officer, or her designee, to execute further amendments to the contract with Walsh for Grace Peck Terrace’s renovations to spend the Home Forward – controlled construction contingency in the amount of \$1,901,616.

ADOPTED: MARCH 21, 2023

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair



RESOLUTION 23-03-04

GRACE PECK GOVERNMENTAL NOTE FINANCING

RESOLUTION 23-03-04 OF THE BOARD OF COMMISSIONERS OF HOME FORWARD PROVIDING FOR THE ISSUANCE OF ONE OR MORE SERIES OF MULTIFAMILY NOTES IN A COMBINED PRINCIPAL AMOUNT NOT TO EXCEED \$29,000,000, THE PROCEEDS OF WHICH WILL BE USED TO MAKE ONE OR MORE LOANS TO GPT LIMITED PARTNERSHIP, TO PROVIDE FUNDS WITH WHICH TO FINANCE A PORTION OF THE COSTS OF ACQUIRING, REHABILITATING AND EQUIPPING AN APPROXIMATELY 95-UNIT MULTIFAMILY RENTAL HOUSING PROJECT LOCATED AT 1839 NE 14TH AVENUE IN THE CITY OF PORTLAND, OREGON, ALL TO PROVIDE HOUSING FOR LOW INCOME PERSONS; PROVIDING FOR THE DETERMINATION OF THE TERMS AND COVENANTS OF THE MULTIFAMILY NOTE(S); AUTHORIZING THE EXECUTION AND DELIVERY OF A FUNDING LOAN AGREEMENT, A PROJECT LOAN AGREEMENT, A REGULATORY AGREEMENT, AND OTHER FINANCING DOCUMENTS; PROVIDING FOR THE SALE AND DELIVERY OF THE MULTIFAMILY NOTE(S) TO KEYBANK NATIONAL ASSOCIATION, OR AN AFFILIATE THEREOF; AUTHORIZING AND DIRECTING APPROPRIATE OFFICERS OF HOME FORWARD TO EXECUTE SUCH DOCUMENTS AS ARE USEFUL OR NECESSARY TO THE PURPOSES OF THIS RESOLUTION; AND DETERMINING RELATED MATTERS

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HOME FORWARD as follows:

Section 1. Recitals and Findings. The Board of Commissioners (the "Board") of Home Forward finds and determines:

(a) Statutory Authorization. Home Forward is a public body corporate and politic of the State of Oregon and a housing authority authorized by the Housing Authorities Law (ORS 456.005 to 456.235) to, among other things, to: (i) "[p]repare, carry out, acquire, lease and operate housing projects" (ORS 456.125(5)) and [p]rovide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof" (ORS 456.125(6)); (ii) "lease or rent any housing, land, buildings, structures or facilities embraced in any housing project and, subject to the limitations of the Housing Authorities Law, to establish and revise the rents or charges therefor" (ORS 456.120(8)) and "sell,

mortgage, lease, rent, transfer, assign, pledge or otherwise dispose of any real property or any interest therein” (ORS 456.120(11)); (iii) “form, finance and have a nonstock interest in, and to manage or operate, partnerships . . . in order to further the purposes of the housing authority” (ORS 456.120(20)) and “enter into a partnership agreement with or loan money to an individual, partnership, corporation or other association to finance, plan, undertake, construct, acquire, manage or operate a housing project” (ORS 456.120(18)); (iv) “finance, develop, own, operate or manage a mixed income housing project” if certain requirements are met (ORS 456.120(19), ORS 456.153); (v) “issue bonds . . . for any of its corporate purposes” (ORS 456.175), which “bonds” include “any bonds, notes, interim certificates, debentures or other obligations” (ORS 446.055(3)), and in connection therewith “pledge all or any part of its . . . revenues to which its right then exists or thereafter comes into existence” (ORS 456.200(1)), “mortgage its real or personal property” (ORS 456.200(2)), and “make any covenants and do any acts and things necessary or convenient to secure its bonds, or, in the absolute discretion of said authority, tending to make the bonds more marketable” (ORS 456.200(22)); (vi) enter into intergovernmental agreements for the purpose of establishing areas of operation of a housing authority (ORS 456.060(3)); (vii) “make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority” (ORS 456.120(4)); and (viii) “delegate to one or more of its agents or employees such powers or duties as it deems proper” (ORS 456.135). As used in the Housing Authorities Law, “housing project” includes any work or undertaking “[t]o provide decent, safe and sanitary urban or rural housing for persons or families of lower income” which may include “buildings, land, equipment, facilities and other real or personal property for necessary, convenient or desirable appurtenances” (ORS 456.065(2)), “mixed income housing” means “a housing project that houses tenants with a mixture of income levels, including those not of lower income, for the purpose of reducing the rents for tenants whose incomes are no greater than 60 percent of the area median income” (ORS 456.055(10)), and “person of lower income” or “family of lower income” means a person or a family residing in the State of Oregon “whose income is not greater than 80 percent of area median income, adjusted for family size” (ORS 456.055(14)).

(b) The Intergovernmental Agreement. The City of Portland, the City of Gresham, Multnomah County, and Home Forward (formerly known as the Housing Authority of the Portland), are parties to that certain Intergovernmental Agreement dated June 4, 1992, expanding Home Forward’s area of operation to all territory within the boundaries of Multnomah County.

(c) The Borrower. Pursuant to the authority provided by ORS 456.120(18) and (20), Home Forward caused GPT Limited Partnership (the “Borrower”) to be formed by filing a certificate of limited partnership with the Oregon Secretary of State on October 14, 2022, and executing an Agreement of Limited Partnership dated as of October 4, 2022, with Home Forward Development Enterprises Corporation, an Oregon nonprofit corporation, for the purpose of acquiring (by ownership and/or long term lease), developing, rehabilitating, operating, managing, and maintaining the Project (as defined below). Key Community Development Corporation, or an affiliate thereof (the “Investor Limited Partner”) is willing to be a limited partner in the Borrower and to make capital contributions to the Borrower.

(d) The Project. The Borrower has applied to Home Forward for financial assistance for the purpose of providing part of the funds with which to acquire, rehabilitate, and equip an approximately 95-unit affordable rental housing project located at 1839 NE 14th Avenue, in the City of Portland, Oregon, to provide housing for low-income persons within Home Forward’s area of operation, known as Grace Peck Terrace (the “Project”). In connection with the financing of the Project, Home Forward will transfer fee and/or leasehold interests in the land and improvements constituting the Project to the Borrower, and Home Forward will be provided with an option and right of first refusal to acquire the Borrower’s interest in the Project and/or the Investor Limited Partner’s interest in the Borrower.

(e) Issuance of Governmental Notes Necessary and Advisable and in the Best Interests of Home Forward; Determination and Declaration of Need for Additional Housing. The Borrower has requested that Home Forward issue one or more series of multifamily notes in the combined principal amount of not to exceed \$29,000,000 for the purpose of assisting the Borrower in financing the Project. It is necessary and advisable, important for the feasibility of the Project, and in the best interest of Home Forward to issue the multifamily notes in a combined principal amount of not to exceed \$29,000,000, the proceeds of which will be used to make one or more loans to the Borrower for the purposes described herein. The Board hereby determines that a substantial number of persons of eligible income in the area served by Home Forward cannot obtain housing for 30% of less of 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 and development of the Project, which may be a mixed income housing project.

(f) Definitions. As used in this resolution, the following words have the following meanings:

“Advertising Release Form” means the Advertising Release Form to be executed by the Borrower in favor of the Funding Lender, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Assignment of Construction and Design Agreements” means the Assignment of Construction and Design Agreements to be executed by the Borrower, relating to assignment to the Funding Lender of certain of the Borrower’s rights under certain agreements relating to the design and construction of the Project, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Assignment of Developer Fees” means the Assignment of Developer Fees to be executed by Home Forward, and acknowledged by the Borrower, for the benefit of the Funding Lender, relating to assignment to the Funding Lender of certain of Home Forward’s rights to receive payments under the Development Agreement to be entered into by Home Forward and the Borrower pertaining to development of the Project, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Assignment of Management Agreement” means the Assignment of Management Agreement and Consent and Subordination of Manager to be executed by the Borrower and the property manager for the Project, relating to assignment to the Funding Lender of certain of Borrower’s interests in the management agreement with respect to the Project, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Assignment of Tax Credits and Partnership Interests” means the Collateral Assignment of Rights to Tax Credits and Partnership Interests to be executed by the Borrower and Home Forward (in its capacity as general partner of the Borrower), relating to assignment to the Funding Lender of certain rights of Home Forward and the Borrower under the Borrower’s governing documents, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Authorized Officers” means the Chair of the Board, the Chief Executive Officer, Home Forward’s Chief Financial Officer, Home Forward’s Chief Administrative Officer, Home Forward’s Chief Operating Officer, and their respective designees.

“Board” means the Board of Commissioners of Home Forward.

“Borrower” means GPT Limited Partnership, an Oregon limited partnership of which Home Forward is the sole general partner.

“Chief Executive Officer” means the Chief Executive Officer or Executive Director of Home Forward.

“Code” the Internal Revenue Code of 1986 as in effect on the date of issue or (except as otherwise referenced in the Funding Loan Agreement) as it may be amended to apply to obligations issued on the date of issue, or any successor federal income tax statute or code, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published thereunder.

“Construction Disbursement Agreement” means the Construction and Permanent Loan Agreement to be entered into by and between the Borrower and the Funding Lender, setting forth certain covenants and conditions relating to the Loans, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Environmental Indemnity Agreement” means the Environmental Indemnity Agreement to be executed by the Borrower and Home Forward in favor of the Funding Lender relating to environmental claims with respect to the Project as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Financing Documents” means, collectively, the Funding Loan Agreement, the Governmental Notes, the Tax Certificate and Agreement, the Project Loan Documents, and all other documents or instruments evidencing, securing or relating to the Loans.

“Fiscal Agent” means the entity serving as fiscal agent under the Funding Loan Agreement.

“Funding Lender” means any person who is the holder of the Governmental Notes, initially KeyBank National Association, or an affiliate thereof.

“Funding Loan” or “Funding Loans” means one or more loans to be made to Home Forward by the Funding Lender pursuant to the Funding Loan Agreement, as evidenced by the Governmental Notes.

“Funding Loan Agreement” means the Funding Loan Agreement to be executed by the Funding Lender, Home Forward, and the Fiscal Agent, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Governmental Note” or “Governmental Notes” means one or more of the Home Forward Multifamily Notes (Grace Peck Terrace), Series 2023, which designation may be adjusted pursuant to Section 2, or any replacement for such governmental notes authorized by, and at any time outstanding pursuant to, this resolution and the Funding Loan Agreement.

“Guaranty” means, together the Limited Recourse Guaranty and the Performance and Completion Guaranty, each to be executed by Home Forward in favor of the Funding Lender, collectively providing for a guaranty of certain of the Borrower’s obligations with respect to the construction of the Project and repayment of the Project Loans, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Home Forward” means Home Forward, a housing authority formed under the Housing Authorities Law, and a public body corporate and politic duly organized and existing under and by virtue of the laws of the State of Oregon.

“Loans” means, together, the Project Loans and the Funding Loans.

“Priority Agreement” means a priority and subordination agreement to be among Home Forward, the Borrower, the Funding Lender, and any other parties named therein, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Project” means, depending on the context (1) acquisition, rehabilitation and equipping of the approximately 95-unit multifamily residential housing project, located at 1839 NE 14th Avenue, in the City of Portland, Oregon, or (2) the multifamily residential housing project so acquired, rehabilitated, and equipped.

“Project Loans” means the loan(s) made by Home Forward to the Borrower pursuant to the Project Loan Agreement, as evidenced by the Project Note(s).

“Project Loan Agreement” means the Project Loan Agreement among the Borrower, Home Forward, and the Fiscal Agent, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Project Loan Documents” means the Advertising Release Form, the Assignment of Construction and Design Agreement, the Assignment of Developer Fees, the Assignment of Management Agreement, the Assignment of Tax Credits and Partnership Interests, the Construction Disbursement Agreement, the Environmental Indemnity Agreement, the Guaranty, the Priority Agreement, the Project Loan Agreement, the Project Notes, the Regulatory Agreement, the Replacement Reserve Agreement, the Security Instrument, the Tax Certificate and Agreement, and any and all other instruments and other documents evidencing, securing, or otherwise relating to the Project Loans or any portion thereof.

“Project Note” or “Project Notes” means the promissory note(s) to be made by the Borrower, including all riders and addenda thereto, evidencing the Borrower’s obligations to repay the Project Loans, which Project Note(s) will be delivered to Home Forward and endorsed by Home Forward to the Funding Lender as security for the Funding Loan(s), as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Regulatory Agreement” means the Regulatory Agreement to be executed by the Borrower and Home Forward, governing the use of the Project, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Replacement Reserve Agreement” means the Replacement Reserve and Security Agreement to be executed by the Borrower and the Funding Loan Agreement, relating to the creation and funding of a replacement reserve account for the Project, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Revenues” means (a) all payments made with respect to the Project Loans pursuant to the Project Loan Agreement, the Project Notes or the Security Instrument, including but not limited to all casualty or other insurance benefits and condemnation awards paid in connection therewith and all payments obtained through the exercise of remedies under the Financing Documents, and (b) all money and securities held by the Fiscal Agent in the funds and accounts established pursuant to the Funding Loan Agreement (excluding money or securities designated for deposit into and held in the Cost of Issuance Fund, the Administration Fund and the Rebate Fund), together with all investment earnings thereon.

“Security Instrument” means the Deed of Trust, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement and Fixture Filing, to be made by the Borrower, granting a security interest in the Borrower’s interest in the Project to Home Forward and/or the Fiscal Agent to secure the repayment of the Project Loans and related obligations, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“Tax Certificate and Agreement” means the Tax Certificate and Agreement to be executed by the Borrower and Home Forward in connection with the Governmental Notes, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

All other capitalized terms used but not defined herein shall have the meanings assigned to them in the Funding Loan Agreement.

Section 1. Authorization of Governmental Notes and Application of Proceeds. Home Forward shall issue and sell the Governmental Notes in a combined principal amount not to exceed \$29,000,000 for the purpose of making one or more loans to the Borrower to provide financing for a portion of the costs of the Project and, at the option of the Borrower, costs of issuing the Governmental Notes. All proceeds from draws on the Governmental Notes shall be lent to the Borrower for those purposes.

Section 2. Description of Governmental Notes. Each Governmental Note shall be called the “Multifamily Note (Grace Peck Terrace), Series 2023.” The Board hereby delegates to the Authorized Officers, and each of them acting alone, the authority to determine and approve the final terms of the Governmental Notes, including the number of series of Governmental Notes, the final principal amounts, dates, interest rates, payment dates, maturity dates, and redemption provisions of each Governmental Note, whether any series of the Governmental Notes shall be issued on a taxable or tax-exempt basis, and the principal amounts of each series of the Governmental Notes). The Authorized Officers, and each of them acting alone, are authorized to adjust the title of any Governmental Note to reflect any series designation and the issuance of any series on a taxable or tax-exempt basis, which designation shall be set forth in the Funding Loan Agreement. The Governmental Notes shall be issued in a combined principal amount of not to exceed \$29,000,000. Each Governmental Note shall be dated its date of delivery, shall be issued in registered form, and shall be in such principal amount (subject to the preceding sentence), bear interest payable on such dates and at such rates, mature at such times and in such

amounts, have such prepayment or redemption provisions, and have such other provisions consistent with the purposes of this resolution as set forth in the Governmental Notes and the Funding Loan Agreement. The execution of the Financing Documents by any Authorized Officer shall be conclusive evidence of approval by Home Forward of the terms set forth therein.

Section 3. Draws on the Governmental Notes. The Board authorizes the Authorized Officers, and each of them acting alone, as authorized signors for Home Forward, in its capacity as general partner of the Borrower, and their respective designees, to make draws on the Governmental Notes in such amounts and at such times as they may determine, those draws to be made in accordance with the terms and provisions set forth in the Financing Documents. Draws on each Governmental Note shall be limited to the not to exceed principal amount of such Governmental Note. In the event that Home Forward determines that it is in the best interest of Home Forward or the Borrower to convert any Governmental Note into a fully funded obligation, Home Forward is authorized to draw amounts which have not been drawn to date (the "Remaining Authorized Amount") on such Governmental Note, and 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 Borrower, in connection therewith (including, without limitation, execution of agreements relating to the deposit and investment of such Remaining Authorized Amount prior to application to pay costs of the Project).

Section 4. Security for the Governmental Notes. The Funding Loans, the Governmental Notes, and the obligations of Home Forward in its capacity as Governmental Lender under the Funding Loan Agreement and the other Financing Documents shall be special obligations Home Forward payable solely from the Revenues and the Pledged Security (as defined in the Funding Loan Agreement), which shall include: (a) all right, title and interest of Home Forward in and to all Revenues; (b) all right, title and interest of Home Forward in and to the Project Loan Agreement, the Project Notes, and the other Project Loan Documents (with certain reservations and exceptions noted in the Funding Loan Agreement); and (c) except for funds, money or securities in the Cost of Issuance Fund, the Administration Fund and the Rebate Fund, all funds, money and securities and any and all other rights and interests in property whether tangible or intangible from time to time conveyed, mortgaged, pledged, assigned or transferred as and for additional security under the Funding Loan Agreement for the Funding Loans by Home Forward or by anyone on its behalf or with its written consent to the Funding Lender.

No provision, covenant or agreement contained in the Funding Loan Agreement, the Governmental Notes, or the other Financing Documents, nor any obligation therein imposed upon Home Forward, in its capacity as Governmental Lender, or the breach thereof, shall constitute an indebtedness of Home Forward within the meaning of any constitutional or statutory limitation, or shall constitute or give rise to a charge against the general credit of Home Forward. Home Forward does not have taxing power.

Neither the commissioners of Home Forward, nor any person executing the Funding Loan Agreement, the Governmental Notes, or any other Financing Document on behalf of Home Forward shall be liable personally on any obligation thereunder by reason of the issuance of the Governmental Notes or the execution of the Funding Loan Agreement or other Financing Documents.

None of the City of Portland, the State of Oregon, or any political subdivision thereof (except Home Forward, to the limited extent set forth herein and the Financing Documents) shall be liable for any obligation under the Funding Loan Agreement, the Governmental Notes, or any other Financing Documents. Nor, in any event, shall such obligations be payable out of any funds or properties other than Revenues and the Pledged Security pledged and assigned hereunder and under the Funding Loan Agreement.

Neither Home Forward nor any of the Commissioners, officers or employees of Home Forward shall be personally liable for the payment of the Funding Loan, the Governmental Notes, or the obligations of Home Forward under the Funding Loan Agreement or any other Financing Documents.

Section 5. Form and Execution of Governmental Notes. The Governmental Notes shall be in a form consistent with the provisions of this resolution, the Funding Loan Agreement, and state law, shall bear the manual or facsimile signatures of the Chair of the Board and the Chief Executive Officer of Home Forward and shall be impressed with the seal of Home Forward or shall bear a facsimile thereof. The Governmental Notes shall be authenticated by the Fiscal Agent as set forth in the Funding Loan Agreement. No Governmental Note shall be valid for any purpose until so authenticated. The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Governmental Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution and the Funding Loan Agreement.

Section 6. Preservation of Tax Exemption for Interest on the Tax-Exempt Governmental Note. Subject to the next succeeding paragraph, Home Forward covenants that it will take all actions necessary to prevent interest on such portions of the Governmental Notes issued as obligations the interest on which is excluded from gross income of the owners thereof for federal income tax purposes (the "Tax-Exempt Governmental Note") from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Tax-Exempt Governmental Note or other funds of Home Forward treated as proceeds of the Tax-Exempt Governmental Note at any time during the term of the Tax-Exempt Governmental Note that would cause interest on the Tax-Exempt Governmental Note to be included in gross income for federal income tax purposes. Home Forward also covenants that, to the extent arbitrage rebate requirements of Section 148 of the Code are applicable to the Tax-Exempt Governmental Note, it will take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Tax-Exempt Governmental Note, including the calculation and payment of any penalties that Home Forward has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the Tax-Exempt Governmental Note from being included in gross income for federal income tax purposes (but only from amounts received by Home Forward from the Borrower as payments for those purposes).

The Project Loan Agreement shall require the Borrower to reimburse Home Forward for all costs to Home Forward of its compliance with the covenants contained in this section, and Home Forward shall not be required to expend any funds, other than such amounts to be reimbursed or other money received under the terms of the Project Loan Agreement, in so complying.

Section 7. Approval of Issuance and Sale of Governmental Notes to the Funding Lender. It is anticipated that the Funding Lender will offer to lend the proceeds of the Funding Loans to Home Forward under the terms and conditions contained in this resolution and to be set forth in the Funding Loan Agreement and the Governmental Notes. The Board finds that such offer is in the best interest of Home Forward, and therefore approves the offer to make such financing available under the terms and conditions in this resolution. The Governmental Notes will be delivered to the Funding Lender with the approving legal opinion of Foster Garvey P.C. regarding the Governmental Notes.

Section 8. Authorization of Documents and Execution Thereof. The Board authorizes the Authorized Officers, and each of them acting alone, to negotiate and approve the Financing Documents and the forms of the Governmental Notes. The Board authorizes and approves the execution and delivery of, and the performance by Home Forward of its obligations contained in, the Governmental Notes, the Financing Documents to which it is a party, and this resolution, and the consummation by Home Forward of all other transactions contemplated by this resolution in connection with the issuance of the Governmental Notes. The Board authorizes and directs the Authorized Officers, and each of them acting alone, to execute on behalf of Home Forward and deliver the Governmental Notes, the Financing Documents to which Home Forward is a party, and such financing statements and other documents, instruments and agreements as may be necessary or desirable in connection with the issuance of the Governmental Notes or required by the Funding Lender as a condition the transactions contemplated by this resolution. The Board further authorizes the Authorized Officers, and each of them acting alone, to do everything necessary or appropriate for the issuance, execution and delivery of the Governmental Notes, including, without limitation, appointing the Fiscal Agent, and to execute and deliver any other documents that may be useful or necessary to ensure the proper use and application of the proceeds from the sale of the Governmental Notes.

Section 9. Authorization of Borrower Documents and Execution Thereof. The Board authorizes and directs the Authorized Officers, and each of them acting alone, to negotiate, execute and deliver, on behalf of Home Forward in its capacity as general partner of the Borrower, the Financing Documents to which the Borrower is a party, and such other documents, instruments and agreements as may be necessary or desirable in connection with the issuance of the Governmental Notes, the Loans, and the transactions contemplated by this resolution.

Section 10. Acting Officers Authorized. Any action authorized or directed by this resolution to be taken by the Chief Executive Officer of Home Forward, may in the absence of such person, be taken by a duly authorized acting Chief Executive Officer of Home Forward or any other employee of Home Forward that has been designated by the Chief Executive Officer or the Board to act in the Chief Executive Officer's absence. Any action authorized or directed by this resolution to be taken by the Chair of the Board may, in the absence of such person, be taken by the duly authorized acting Chair of the Board. Any action authorized or directed by this resolution to be taken by the Chief Financial Officer of Home Forward may, in the absence of such person, be taken by the duly authorized acting Chief Financial Officer of Home Forward or any other employee of Home Forward that has

been designated by the Chief Financial Officer to act in the Chief Financial Officer's absence. Any action authorized or directed by this resolution to be taken by the Chief Administrative Officer of Home Forward may, in the absence of such person, be taken by the duly authorized acting Chief Administrative Officer of Home Forward or any other employee of Home Forward that has been designated by the Chief Administrative Officer to act in the Chief Administrative Officer's absence. Any action authorized or directed by this resolution to be taken by the Chief Operating Officer of Home Forward may, in the absence of such person, be taken by the duly authorized acting Chief Operating Officer of Home Forward or any other employee of Home Forward that has been designated by the Chief Operating Officer to act in the Chief Operating Officer's absence.

Section 11. Supplemental Authorization. The Authorized Officers, and each of them acting alone, are authorized on behalf of Home Forward to: (i) execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any government forms, applications, 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; (ii) cause Home Forward 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; and (iii) create, accept, execute, send, use, and rely upon such tangible medium, manual, facsimile, or electronic documents, records and signatures under any security procedure or platform, as in such Authorized Officer's judgment may be necessary or desirable to give effect to this resolution and to consummate the transactions contemplated herein.

Section 12. Changes to Titles or Parties; Omission of Documents. While the titles of and parties to the various documents described herein 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. The Authorized Officers, and each of them acting alone, in their discretion, may 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 (acting on its own behalf and/or in its capacity as general partner of the Borrower) not to execute or deliver such document.

Section 13. Ratification and Confirmation. Any actions of Home Forward or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 14. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provision of this resolution and shall in no way affect the validity of the other provisions of this resolution or the Governmental Notes.

Section 15. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED: MARCH 21, 2023

Attest:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Chief Executive Officer/Executive Director and Secretary of Home Forward and keeper of the records of Home Forward, CERTIFY:

1. That the attached Resolution 23-03-04 (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 March 21, 2023, 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 March, 2023.

HOME FORWARD

Ivory N. Mathews, Chief Executive
Officer/Executive Director and Secretary



MEMORANDUM

To: Board of Commissioners
Date: March 21, 2023

From: Christina Dirks, Interim Director of
Policy and Planning
503.802.8494
Subject: Authorization to Submit Moving to
Work Twenty Third-Year Annual
Report
Resolution 23-03-05

The Board of Commissioners is requested to authorize Home Forward to submit the Moving to Work (MTW) Twenty Third-Year Annual Report to the Department of Housing and Urban Development (HUD).

OVERVIEW

As a housing authority with MTW designation, Home Forward is obligated to submit an annual report detailing its progress toward objectives proposed in its prior year's annual MTW plan. This year's report corresponds to Home Forward's fiscal year 2022 (January 1, 2022 – December 31, 2022). The report demonstrates that Home Forward continues to utilize its MTW flexibilities to reduce costs, increase housing choices for low-income families, and help move households toward self-sufficiency.

As prescribed by HUD Form 50900, the report includes certifications that Home Forward serves primarily the same population as it would absent the MTW flexibility. These certifications are included in the report and are incorporated into the resolution.

ATTACHMENT

FY2022 Annual Moving to Work Report



RESOLUTION 23-03-05

RESOLUTION 23-03-05 AUTHORIZES HOME FORWARD STAFF TO SUBMIT THE MOVING TO WORK TWENTY THIRD-YEAR ANNUAL REPORT, WITH CERTIFICATIONS, TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, Home Forward is obligated by its Moving to Work (MTW) agreement with HUD to submit an annual report detailing its progress toward objectives proposed in its prior year’s annual MTW plan; and

WHEREAS, as part of its MTW reporting obligation, Home Forward certifies that more than 75% of families assisted by the Agency are very low-income families; that it continues to assist substantially the same total number of eligible low-income households as would have been served without MTW authority; and that it maintains a comparable mix of households as would have been served had the agency not participated in the MTW demonstration.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Home Forward that staff is directed to submit this approved Moving to Work Twenty Third-Year Annual Report to the Department of Housing and Urban Development.

ADOPTED: MARCH 21, 2023

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair

Placeholder for attachment to Resolution 23-03-05
Moving to Work Twenty Third-Year Annual Report

STAFF REPORTS

Procurement & Contracts Department
MONTHLY CONTRACT REPORT
Contracts Approved 01/01/23 - 2/28/23

PUBLIC IMPROVEMENT
(CONSTRUCTION & MAINTENANCE SERVICES)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3102	0	MJ General Contracting	\$ 38,360.00	Front desk renovation at BCC	Property Management	1/3/2023	3/31/2023
C3127	0	Buffalo Welding	\$ 9,268.00	Fountain Place removal of existing North fire escape up to the second floor. Add new railing at landing to enclose the landing.	DCR	2/3/2023	6/30/2023
C3129	0	Lauzon Contracting	\$ 17,012.28	Eastwood court sewer repair	DCR	2/9/2023	4/30/2023
Subtotal			\$ 64,640.28				3

GOODS & SERVICES

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3080	0	Freedom Security Solutions	\$ 103,040.00	Security at Dahlke	Property Management	1/7/2023	1/31/2024
C3108	0	1-800 Water Damage	\$ 20,000.00	Emergency Mitigation at SCC	Property Management	1/17/2023	2/28/2023
C3111	0	Stan the Hot Water Man	\$ 39,500.00	Boiler Replacement at Holgate House	Property Management	1/23/2023	3/17/2023
C3113	0	JH Kelly	\$ 11,507.11	HVAC repairs at SCC	Property Management	1/23/2023	1/31/2023
C3122	0	Environmental Works	\$ 2,890.00	Radon testing at the Hattie Redmond	DCR	1/31/2023	6/1/2023
C3123	0	Jackson Group Peterbilt	\$ 166,845.00	Purchase of 2024 Isuzu FTR MT7G2 236	IFS	2/1/2023	11/30/2023
C3121	0	Soha Sign Company	\$ 3,000.00	EASTWOOD COURT singage for community building	DCR	2/4/2023	4/1/2023
C3125	0	Lovett Inc	\$ 15,246.54	Backflow repair at Peaceful Villa	Property Management	2/7/2023	3/1/2023
C3124	0	Point Monitor	\$ 2,160.00	Fire alarm monitoring services at Baldwin	Property Management	2/8/2023	1/30/2026
C3128	0	Halsey Design	\$ 17,088.00	Eastwood court signage	DCR	2/9/2023	5/31/2023

C3112	0	Sanitech LLC	\$ 9,150.00	Drywell repair at Alderwood	Property Management	2/10/2023	5/31/2023
C3130	0	Thanh Do	\$ 100,000.00	On-call flooring services	Property Management	2/14/2023	2/7/2026
C3131	0	All Aspects Renovations by Valet Living Turns LLC	\$ 100,000.00	On-call flooring services	Property Management	2/14/2023	2/7/2026
Subtotal			\$ 590,426.65				13

PERSONAL SERVICE CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3109	0	Nancy Davis Consulting	\$ 20,000.00	Strategist & Facilitation Consultant	Executive	1/7/2023	1/31/2023
C3107	0	Unfold LLC	\$ 1,224.00	Bi-Monthly yoga at Tukwila Springs	Community Services	1/18/2023	6/30/2023
C3097	0	Human Solutions DBA Our Just Future	\$ 41,180.43	Resident services at Gateway Park, Sequoia Square, and Multnomah Manor	Community Services	1/19/2023	12/31/2023
C3101	0	Pegasus Moving & Cleaning	\$ 456,456.00	Housekeeping services for CHSP; Rule 46-0340	Community Services	1/19/2023	12/31/2023
C3104	0	PDX Nutrition Services	\$ 550,185.00	Meal services for CHSP; Rule 46-0340	Community Services	1/19/2023	12/31/2023
C3103	0	Global Movement Network	\$ 50,000.00	Gang intervention outreach services for New Columbia youth	Community Services	1/23/2023	12/31/2023
C3119	0	Michael Minor & Associates	\$ 6,975.00	HUD noise analysis to support environmental review for Killingsworth Housing	DCR	1/30/2023	12/31/2023
C3116	0	Sounding Line Data	\$ 10,000.00	Research, content creation, and grant writing	Executive	2/2/2023	12/31/2023
C3126	0	The Bookin Group LLC	\$ 5,000.00	Killingsworth Housing property line adjustment	DCR	2/3/2023	12/31/2024
C3117	0	Michelle Mellon	\$ 10,000.00	Produce messaging and brand material for Community Services	Executive	2/6/2023	12/31/2023
Subtotal			\$ 1,151,020.43				10

PROFESSIONAL SERVICE CONTRACTS (A&E)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
Total			\$ -				0

AMENDMENTS TO EXISTING CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2412	3	Pegasus Moving & Cleaning	\$ -	On-call housekeeping services for Home Forward residents; amended to extend contract	Community Services	1/2/2023	12/31/2023
C2768	3	Peter Meijer Architect, PC	\$ -	Contract extension for Celilo Court security improvements	DCR	1/3/2023	12/31/2023
C2911	1	Urban League	\$ -	Amend to pay invoices	Rent Assistance	1/3/2023	1/31/2023
C2900	1	Impact Northwest	\$ -	Amend to pay invoices	Rent Assistance	1/4/2023	1/31/2023
C2580	2	Oregon Patrol Service	\$ 57,384.00	Security Services at Floresta, Powellhurst, Tillicum North, Tillicum South, Hunter's Run, Harold Lee Village, Townhouse Terrace, Demar Downs; amended to extend contract	Property Management	1/5/2023	12/31/2023
C2987	1	Cascadia Behavioral Healthcare	\$ -	Amend to pay invoices	Rent Assistance	1/5/2023	1/31/2023
C2709	2	NW Enforcement	\$ 11,550.00	Security at Celilo; amended to extend contract	Property Management	1/6/2023	12/31/2023
C2988	1	El Programa Hispano Catolico	\$ -	Amend to pay invoices	Rent Assistance	1/9/2023	1/31/2023
C2908	1	Outside In	\$ -	Amend to pay invoices	Rent Assistance	1/9/2023	1/31/2023
C3026	1	Bacharach Construction LLC	\$ 171,802.46	Celilo court security improvements material cost escalation, and new gate operation and labor cost.	DCR	1/9/2023	6/30/2023
C3026	2	Bacharach Construction LLC	\$ -	Celilo Ct security improvements -- attaching updated Equity Policy to contract to adhere to new HUD Section 3 regulations	DCR	1/12/2023	6/30/2023
C2933	1	Impact Northwest	\$ 321,990.00	Case management for CHSP residents; Rule 46-0340; amended to extend contract	Community Services	1/17/2023	12/31/2023
C2241	8	Bridgewater Group Inc	\$ -	ESA Updates, Hazardous Materials Investigation, Radon Engineering, and Soil Vapor Engineering at Powell; amended to add time	DCR	1/18/2023	6/1/2024
C2333	5	Background Investigations, inc	\$ 8,000.00	Tenant screening services; amended to extend contract	Property Management	1/18/2023	9/30/2024

C2595	1	Susan Brannon Consulting	\$ 250,000.00	Yardi consulting and troubleshooting for IT; Rule 46-0340	IT	1/18/2023	12/31/2024
C2718	3	Art Larger than Me, LLC	\$ 1,738.58	Art consulting services for Baldwin project; amended to increase scope of work	DCR	1/19/2023	3/1/2023
C2448	3	O'Neill/Walsh Community Builders	\$ -	Killingsworth CMGC -- attaching updated Equity Policy to contract to adhere to new HUD Section 3 regulations	DCR	1/20/2023	12/31/2024
C3013	1	Fulcrum Construction & Building Services LLC	\$ -	Schiller Way vent and roof rehab -- attaching updated Equity Policy to contract to adhere to new HUD Section 3 regulations	DCR	1/23/2023	3/31/2023
C2919	4	Walsh Construction Co.	\$ -	Fairfield design-build changing Owner assignment	DCR	1/24/2023	12/31/2024
C2705	1	Westlake Consultants Inc	\$ -	Killingsworth Housing land survey; amending to extend contract	DCR	1/24/2023	6/30/2025
C2943	1	Home Instead	\$ 78,941.20	Housekeeping and personal care services for the CHSP program; amended to extend contract	Community Services	1/24/2023	6/30/2023
C2954	1	Day One Tech	\$ 8,652.00	Educational support, STEM activities, and summer programming; amended to extend contract	Community Services	1/24/2023	12/31/2023
C2976	3	Walsh Construction Co.	\$ -	Grace Peck Design-build -- attaching updated Equity Policy to contract to adhere to new HUD Section 3 regulations, and extending contract duration	DCR	1/28/2023	2/28/2024
C2981	1	Willamette Cultural Resource Associates, LTD	\$ -	Cultural Resources and Archaeological investigations to support environmental review for Killingsworth Housing	DCR	1/30/2023	12/31/2023
C2743	2	ValleyScapes Landscape Solutions	\$ 68,761.51	Landscaping services for Maple Mallory and Eliot Square; amended to extend contract	Property Management	2/1/2023	6/30/2023
C2109	11	Holst Architecture	\$ 2,625.00	Powell A&E scope amendment	DCR	2/2/2023	12/31/2023
2271	5	Colas Construction	\$ 341,693.66	Powell CO #05	DCR	2/2/2023	4/30/2024
C2584	2	Esusu	\$ 5,000.00	Tenant rent reporting to credit bureaus; amended to extend contract	Community Services	2/6/2023	12/31/2023
C2968	2	Hawkins Delafield & Wood LLP	\$ 12,500.00	MTW Consulting; amended to extend contract	Executive	2/6/2023	6/30/2023
C2255	20	Walsh Construction Co.	\$ 101,551.00	Dahlke Manor CO #13	DCR	2/7/2023	5/1/2023
C3048	1	PreGame	\$ 5,000.00	Strategic planning work; amended to add funds	Executive	2/7/2023	4/30/2023
C3011	1	Pono Security	\$ -	24 hr. Security at NW Towers; amended to extend contract	Property Management	2/13/2023	3/20/2023
C2203	3	Lovett Inc	\$ 100,000.00	On-call plumbing services; adding funds to contract	Property Management	2/14/2023	3/31/2024
C2425	2	CliftonLarsonAllen LLP (CLA)	\$ 477,000.00	Financial Audit Services; amended to extend contract	FAAM	2/14/2023	1/6/2025

C2969	1	NW Enforcement	\$ 22,050.00	Security at NMW; amended to extend contract	IFSS	2/14/2023	3/31/2024
C3100	1	Family Essentials	\$ 11,122.32	Supportive services for 32 homeless preference units at The Ellington; amended to add funds	Community Services	2/14/2023	6/30/2023
C2445	4	Lever Architects	\$ 6,020.00	Dekum court architect additional services	DCR	2/17/2023	3/2/2025
C3067	1	GTG Consultants, PC	\$ -	CNA for Lovejoy Station, Fenwick, and Dawson Park; amended to extend contract and reduce number of inspected units at Fenwick	Asset Mgmt	2/28/2023	5/31/2023
Subtotal			\$ 2,063,381.73				38

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

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
Subtotal			\$ -				0
Total			\$ 3,869,469.09				64

**Procurement & Contracts Department
FUTURE FORMAL PROCUREMENTS
6-Month Look Ahead - March 2023**

Estimated Contract Amount	Description	Dept.	Solicitation Period
\$100k	Conceptual Master Planning for The Ellington	Asset Mgmt	In progress
TBD	STRA	Homeless Initiatives	March 2023
\$4.515 million	Design and construction services for Gretchen Kafoury	DCR	March 2023
\$2.905 million	Design and construction services for Peter Paulson	DCR	March 2023
\$2.17 million	Design and construction services for Sequoia	DCR	March 2023
\$910k	Design and construction services for Schiller Way	DCR	March 2023
\$700k	Louisa Flowers Build Out	DCR & Asset Mgmt	April 2023
\$1.650 million	A&E for N. Maryland	DCR	July 2023
\$13.2 million	CM/GC for N. Maryland	DCR	October 2023
\$1.5 million	CHSP Housekeeping & Personal Care	Community Services	TBD