

June 29, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Housing Authority Board of Commissioners  
 Clackamas County

**Approval of Resolution 1978 delegating authority to the Executive Director to Negotiate and Execute all final documents to accept Affordable Housing Construction Excise Tax Grant funds and loan said funds to the Hillside Park Building Housing Partner, L.P. for approved Pre-development activities for Phase I of the Hillside Park Redevelopment Project. Grant value is \$1,700,000. Funding is through the City of Milwaukie. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	6/27/23 – Item presented at Issues 3/2/23 – Approval to apply for an Affordable Housing Construction Grant 2/28/23 – Briefed at Issues 9/22/22 – Approval of the Related Northwest Exclusive Negotiation Agreement for the redevelopment of Hillside Park 8/15/21 – Approval of Resolution 1956 Authorizing the Housing Authority’s Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex 10/03/19 – Approval of Hillside Park Master Plan Design Concept		
<b>Performance Clackamas</b>	This funding aligns with the County’s strategic priority to ensure safe, healthy, and secure communities by increasing the inventory of affordable housing units in Clackamas County.		
<b>Counsel Review</b>	Allison Swartz, Foster Garvey PC Outside Counsel for HACC	<b>Procurement Review</b>	No
<b>Contact Person</b>	Devin Ellin, Director of Housing Development, HACC	<b>Contact Phone</b>	971-227-0472

**EXECUTIVE SUMMARY:** The Housing Authority of Clackamas County (HACC) is requesting approval of Resolution 1978 to execute all documents necessary to accept the grant of \$1,700,000 in Affordable Housing Construction Excise Tax (CET) Grant funds awarded by the City of Milwaukie and also to loan the funds to the Hillside Park Building Housing Partner, L.P.

Documents required to accept the grant funds will include a grant agreement with the City of Milwaukie. The final agreement is attached for board review. HACC will be the first signer as the grantee, and then the City of Milwaukie will sign last as the grantor.

For Filing Use Only

In addition, loan documents will be required to loan the grant funds awarded to the Hillside Park Building Housing Partner, L.P., where they will be used toward approved pre-development activities for Phase I of the Redevelopment of Hillside Park as intended by the grant award. The loan documents are attached for the Board's review.

Resolution 1978 delegates authority to the officials of HACC to complete the final execution of all necessary documents in order to accept the grant award and the loan to the Partnership for Phase I pre-development activities. The officials of HACC listed include the Board Chair, the Executive Director, and the Director of Development.

**RECOMMENDATION:** Staff recommends that the Board approve Resolution 1978 to execute any and all documents necessary to accept the grant award of \$1,700,000 from the City of Milwaukie and to loan the grant funds to the Hillside Park Building Housing Partners, L.P. for pre-development activities for Phase I of the Redevelopment of Hillside Park. The Board authorizes the Board Chair, Executive Director, and Director of Development for the Authority to execute final documents on behalf of HACC.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
Director of Health Housing and Human Services

**ATTACHMENTS:**

- Resolution 1978
- Lifecycle Form for CET Grant
- Final Grant Agreement with the City of Milwaukie
- Final Loan Documents



**BEFORE THE BOARD OF COMMISSIONERS  
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY**

In the Matter of Authorizing a Grant Agreement  
with the City of Milwaukie to Provide  
Predevelopment Funding for the  
Hillside Park Project, and the Use of Such  
Funding to Make one or more Predevelopment  
Loans to Limited Partnerships

RESOLUTION NO. 1978

*Page 1 of 4*

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY  
CLACKAMAS COUNTY as follows:**

Section 1. Recitals and Findings. The Board of Commissioners (the "Board") of the Housing Authority of Clackamas County (the "Authority") finds and determines:

(a) Statutory Authorization. The Authority 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)); (iii) "sell, mortgage, lease, rent, transfer, assign, pledge or otherwise dispose of any real property or any interest therein" (ORS 456.120(11)); (iv) "form, finance and have a nonstock interest in, and to manage or operate, partnerships . . . in order to further purposes of the housing authority" (ORS 456.120(20)) and "enter in 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)); (v) "finance, develop, own, operate or manage a mixed income housing project" if certain requirements are met (ORS 456.120(19), ORS 456.153); (vi) "borrow money pursuant to [the Housing Authorities Law] or as otherwise allowed and accept advances, loans or grants or any other form of financial assistance or any combination of these forms of assistance from the federal government, state, county or other public body, or from any sources, public or private, for the purpose of undertaking and carrying out housing projects" (ORS 456.120(17)); (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 Project. The Authority is undertaking the redevelopment of the Authority's Hillside Park Project (the "Project"), which redevelopment is currently expected to be carried out in multiple phases. Phase I of the Project is expected to include Hillside Park Phase I Buildings A and B ("Buildings A/B"), to include approximately 175 units of housing and related infrastructure, and Hillside Park Phase I Building C ("Building C"), to include approximately 100 units of housing and related infrastructure. Pursuant to the authority set forth in Resolution No. 1972 adopted by the Board of September 29, 2022, the Authority entered into an Exclusive Negotiation Agreement with the Related Companies of California LLC ("Related"), pursuant to which the Authority and Related agreed to negotiate in good faith an agreement regarding the development of Buildings A/B and Building C of the Project. The total financing for the Project is expected to require the use of various funding sources, including tax-exempt obligations, low-income housing tax credits, loans from public and private lenders, and grants. Certain of these sources will require the creation of one or more limited partnerships and/or limited liability companies.

(c) Grant Funding. The Hillside Park Project has received an award of \$1,700,000 of grant funding (the "City Grant") from the City of Milwaukie, Oregon (the "City").

(d) The Partnerships. Related has caused Hillside Park Buildings A&B Housing Partners Limited Partnership (the "Buildings A/B Partnership") and Hillside Park Building C Housing Partners Limited Partnership (the "Building C Partnership" and, together with the Buildings A/B Partnership, the "Partnerships" and each, a "Partnership") to be formed in connection with the development of the Project, with the expectation that Buildings A/B and associated land will be transferred via long-term lease to the Buildings A/B Partnership and that Building C and associated land will be transferred via long-term lease to the Building C Partnership. The Partnerships have requested financial assistance from the Authority for the purpose of providing a portion of the funds with which to finance predevelopment activities related to the Project.

(e) Grant and Loan Funding Necessary and Advisable and in the Best Interests of the Authority; Determination and Declaration of Need for Additional Housing. It is necessary and advisable, important for the feasibility of the Project, and in the best interest of the Authority to obtain the City Grant and to use the proceeds of the City Grant to fund one or more loans (the "Loans") to the Partnerships to provide a portion of the funds to finance predevelopment activities related to the Project. The Board hereby determines that a substantial number of persons of eligible income in the area served by the Authority cannot obtain housing for 30% of less of their income. Based on the foregoing determination, the Board hereby declares, on behalf of the Authority, the need for additional housing for persons or families of lower income that can be addressed by the Authority participating in the financing and development of the Project, which may be a mixed income housing project.

Section 2. City Grant. The Board authorizes the Executive Director of the Authority, the Director of Housing Development of the Authority, and the Chair of the Board of Commissioners of the Authority (each, an "Authorized Officer" and collectively, the "Authorized Officers"), and each of them acting alone, to negotiate and approve a Construction Excise Tax Grant Agreement for Affordable Housing Construction (the "Grant Agreement") between the Authority and the City, in substantially in the form on file with the Executive Director of the

Authority, with such changes as the Authorized Officers, or each of them acting alone, shall deem necessary or appropriate. The Authorized Officers, and each of them acting alone, are authorized to execute the Grant Agreement and any other documents reasonably required to be executed in connection with the City Grant (collectively, the "Grant Documents"). The execution of the Grant Documents by any Authorized Officer shall be conclusive evidence of approval by the Authority of the terms set forth therein.

Section 3. Loans to the Partnerships. The Authority is authorized to make loans (collectively, the "Predevelopment Loans") to the Partnerships in a maximum combined principal amount of \$1,700,000, derived solely from proceeds of the City Grant, to finance or refinance a portion of the Partnerships' predevelopment costs associated with the Project, all pursuant to the terms of a Secured Promissory Note made by each recipient Partnership to the Authority and accepted by the Authority (together, the "Notes" and each, a "Note") and an Assignment of Contracts and Work Project and Project Documents made by each recipient Partnership to the Authority (together, the "Assignments of Contracts" and each, an "Assignment of Contracts"), all in substantially in the forms on file with the Executive Director of the Authority, with such changes as the Authorized Officers, or each of them acting alone, shall deem necessary or appropriate. The Authorized Officers, and each of them acting alone, are authorized to approve and, as necessary and appropriate, execute, Notes, the Assignments of Contracts, and any other documents reasonably required to be executed in connection with the Predevelopment Loans (collectively, the "Predevelopment Loan Documents"). The Authorized Officers, and each of them acting alone, are authorized to determine the number of Predevelopment Loans and the principal amount and terms of each Predevelopment Loan (subject to the limitations set forth herein), which terms shall be set forth in the Predevelopment Loan Documents. The execution of the Predevelopment Loan Documents by any Authorized Officer shall be conclusive evidence of approval by the Authority of the terms set forth therein.

Section 4. Supplemental Authorization. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to: (i) determine that any document authorized by this resolution is, at the time such document otherwise would be executed, no longer necessary or desirable and, based on such determination, cause the Authority and/or the Partnership not to execute or deliver such document; (ii) execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any government forms, affidavits, certificates, letters, documents, agreements, and instruments that such officer determines to be necessary or advisable to give effect to this resolution and to consummate the transactions contemplated herein; and (iii) cause the Authority 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.

Section 5. Execution of Duties and Obligations. The Board authorizes and directs the Authority's Executive Director to cause the Authority to fulfill the Authority's duties and obligations under the Grant Documents and the Predevelopment Loan Documents.

Section 6. Acting Officers Authorized. Any action authorized or required by this resolution to be taken by the Authority's Executive Director may, in such person's absence, be taken by the acting Executive Director of the Authority.

Section 7. Changes to Titles or Parties. While the titles of and parties to the Grant Documents and the Predevelopment Loan 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.

Section 8. Ratification and Confirmation. All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 9. 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 provisions of this resolution and shall in no way affect the validity of the other provision of this resolution.

Section 10. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.


Dated this \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF CLACKAMAS COUNTY

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM

  
\_\_\_\_\_  
Counsel for the Housing Authority of Clackamas County

**CONSTRUCTION EXCISE TAX GRANT AGREEMENT  
FOR  
AFFORDABLE HOUSING CONSTRUCTION**

**THIS CONSTRUCTION EXCISE TAX GRANT AGREEMENT** ("Agreement") is effective on the last date of signature below, and is entered into by and between the City of Milwaukie ("City"), a municipal corporation in the State of Oregon, and the Housing Authority of Clackamas County ("Recipient"), public body corporate and politic of the State of Oregon, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

WHEREAS, City has established a Construction Excise Tax ("CET") under Milwaukie Municipal Code Chapter 3.60, which imposes an excise tax for construction of residential or commercial improvements to fund affordable housing in the City of Milwaukie; and

WHEREAS, the CET is collected by the City when issuing building permits; and

WHEREAS, City wishes to offer public fundings to aid in development of innovative affordable housing in Milwaukie; and

WHEREAS, Recipient submitted a grant application request ("Grant Request") in response to a formally competitive solicitation for the creation of housing that will be affordable to low and moderate-income households; and

WHEREAS, City has agreed to provide the Recipient CET grant funding to fund predevelopment costs associated with the Hillside Park Project ("Project") in the amount of \$1,700,000, subject to the terms and conditions set forth in this Agreement and exhibits, attached hereto and incorporated herein, and the Parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project; and

WHEREAS, the grant funding is being provided to fund predevelopment expenses related to the Project; and

WHEREAS, financing sources for the Project are expected to include low-income housing tax credits ("LIHTC") and, in order to qualify for the LIHTC, the Project must be owned by a private entity. Ownership of the Project for federal income tax purposes will be transferred via long term lease to one or more limited partnerships (together the "Partnerships" and each, a "Partnership"); and

WHEREAS, grant proceeds may, at the option of Recipient, be used by Recipient to fund one or more loans to the Partnerships and/or the developer of the Project (each such recipient of a loan, a "Borrower"), so long as the applicable Borrower is required to apply such loan proceeds to pay or reimburse costs (including predevelopment costs) of the Project.

NOW THEREFORE, the Parties hereby agree as follows:

**TERMS**

1. **Grant Award.** City will provide CET grant funding to Recipient for the Project as described in the Grant Request, attached as Exhibit A, in the amount and for the conditions set forth in Exhibit B, subject to the terms and conditions in this Agreement.
2. **Recipient Responsibilities.** Recipient will apply grant proceeds or will require that any Borrower apply proceeds of any loan of grant proceeds, to the Project described in the Grant Request,

which may include, without limitation, predevelopment costs, as specified in this Agreement subject to the funding conditions required by this Agreement.

3. **Project Fulfillment.** The Project will be fulfilled when all conditions of disbursement described in Section 5.C of this Agreement have been satisfied and all documentation required by this Agreement, including but not limited to, written confirmation that a binding legal instrument has been recorded providing that the Project will remain affordable as specified in Exhibit B, have been delivered ("Project Fulfillment"). The deadline for Project Fulfillment is November 30, 2027. Recipient will issue a written notice of Project Fulfillment ("Notice of Project Fulfillment") no later than thirty (30) days of meeting the conditions of funding as set forth in this Agreement. The City will issue a written acknowledgment of Project Fulfillment ("Acknowledgment of Project Fulfillment") upon confirmation that all conditions of funding have been met. The date upon which the City issues the Acknowledgment of Project Fulfillment shall be the date of Project Fulfillment for the purposes of this Agreement.
  
4. **Term.** This Agreement will be effective only when fully signed and approved as required by applicable law. This Agreement expires on November 30, 2027, unless fulfilled or terminated earlier pursuant to the terms of this Agreement.
  
5. **Payment Procedures.**
  - A. **Award Disbursement.** The CET grant funds will be disbursed to Recipient in one or more payments in accordance with the conditions set forth in section 5(C) below.
  - B. **Financing Availability.** City's obligation to make, and Recipient's right to request, disbursements under this Agreement terminates upon the City's issuance of the Acknowledgment of Project Fulfillment or November 30, 2027, whichever comes first.
  - C. **Conditions to Disbursements.** As to any disbursement under this Agreement, City has no obligation to disburse funds unless all of the following conditions are met or waived in writing, in the sole discretion of the City:
    - i. There is no default or event of default as defined in Section 11.
    - ii. The representations and warranties made by Recipient in this Agreement are true and correct on the date of disbursement as if made on such date.
    - iii. City, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments, allocation, and other expenditure authority to make the disbursement.
    - iv. City is satisfied that the disbursement is only for purposes described in the Exhibits of this Agreement.
    - v. Recipient has delivered documentation satisfactory to City in its sole discretion, that, in addition to the CET grant funding, Recipient, Partnership, or Borrower, as applicable, has sufficient funds necessary to complete the Project, or has a reasonable expectation that sufficient funds will be available and committed to complete the Project.
    - vi. Recipient has provided proof satisfactory to the City, in its sole discretion, that, upon completion of construction of the Project, affordable units within the Project will remain income-restricted pursuant to a binding legal instrument for no less than 30 years.
    - vii. Any and all conditions to disbursement found elsewhere in this Agreement are met.

Disbursement of CET grant funds by the City is evidence of the satisfaction or waiver by the City of the conditions to disbursement set forth above.

**6. Funding Provisions.**

- A. CET Funds.** City's funding commitment set forth in this Agreement will be fulfilled solely through the programming of CET funds and no other funds or revenues of the City will be used to satisfy or pay any CET grant funding commitments. The Parties recognize and agree that if the CET is ever held to be unenforceable or invalid, or if a court orders that CET funds may no longer be collected or disbursed, that this Agreement will terminate as of the effective date of that determination or court order, and that the City will thereafter not be liable in any way for funding any further CET grant amounts beyond those already disbursed to the Recipient. In such case, the Parties agree to engage in good faith negotiations to determine whether and to what extent the intent of this Agreement can be satisfied.

**7. Representations and Warranties of Recipient.** The Recipient represents and warrants to the City:**A. Organization and Authority.**

- i. Recipient is validly organized and existing under the laws of the State of Oregon.
- ii. Recipient has all necessary right, power, and authority under its organizational documents and under Oregon law to (a) execute and deliver this Agreement, (b) incur and perform its obligations under this Agreement, and (c) has available, has obtained, and/or reasonably expects to obtain binding commitments for all funds necessary to complete the Project.
- iii. This Agreement has been duly authorized and executed by Recipient, and when executed by the City, will be the legal, valid and binding obligation of the Recipient, enforceable against the Recipient in accordance with its terms.

- B. Full Disclosure; Pending Litigation.** Recipient has made no false statements of fact to the City in connection with its grant application, nor has it omitted information necessary to prevent any statements made to the City in connection with the grant application from being misleading, and all information contained in Exhibit A regarding the Recipient is true and accurate in all material respects.

Recipient has disclosed in writing to City all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Agreement.

**C. No Defaults.**

- i. No defaults or events of default under Section 11 exist or will occur upon authorization, execution, or delivery of this Agreement.
- ii. Recipient has not violated and has not received notice of any claimed violation of any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Agreement.

- D. Compliance with Existing Agreements and Applicable Law.** The authorization and execution of and the performance of all obligations required by this Agreement will not: (i) cause a material breach of an agreement, indenture, mortgage, deed of trust, or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the formation documents under which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, its properties or operations, or the Project.

**E. Consent.** Recipient has obtained or will obtain or require the Borrower or the Partnerships to obtain, all permits and approvals, and has made, will make or will require to be made, all notifications, declarations, filings or registrations required for the making and performance of its obligations under this Agreement and undertaking and completing the Project.

**8. Covenants of Recipient.** The Recipient covenants as follows:

**A. Notice of Adverse Change.** Recipient will promptly notify City of any adverse change in the activities, prospects, or condition (financial or otherwise) of Recipient, or the Project related to the ability of Recipient to perform all obligations required by this Agreement.

**B. Compliance with Laws.** The provisions of this Agreement will be construed in accordance with the laws of the State of Oregon. Recipient will comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement and the Project.

Any action or suit arising under this Agreement must be brought in Clackamas County Circuit Court.

**C. Project Obligations.** Recipient will:

i. Provide financial status reports to City for each calendar quarter of the Project. Reports are due no later than the last day of the month following each quarter. Reports must be in a format provided by the City.

ii. Provide progress reports to City for each calendar quarter of the Project. Reports are due no later than the last day of the month following each quarter. Reports must be in a format provided by the City.

iii. Achieve Project Fulfillment no later than November 30, 2027, unless otherwise permitted by the City in writing.

iv. Provide a final financial report to City within ninety (90) days after Project Fulfillment. The final report must include and account for all expenditures of CET funds disbursed under this Agreement. The report must be in a format approved by the City that accounts for all expenditures of CET funds using generally acceptable accounting practices.

**9. Project Records.** Recipient will maintain all records and documentation relating to the expenditure of CET funds disbursed by City under this Agreement. Recipient will provide City with such information and documentation as City reasonably requires for implementation of the CET grant process. Recipient will establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit City or its auditor to verify how the CET funds were expended. City and its auditor will have access to the books, documents, papers and records of the Recipient that are directly related to this Agreement, the CET funds provided by the City, and the Project, for the purpose of making audits and examinations.

**10. Audits, Inspections and Retention of Records.** City and its representatives will have full access to and the right to examine, during normal business hours and as often as they deem reasonably necessary, all Recipient's records with respect to all matters covered by this Agreement. Such representatives will be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project must be retained by the Recipient and all of their contractors for a minimum of three (3) years from the date of Project Fulfillment to facilitate any audits or inspection.



**11. Notice of Default.** Recipient must give City prompt written notice of any default promptly after any senior administrative or financial officer of the Recipient becomes aware of its existence. Any of the following constitutes a default:

- A.** Any false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient to the City related to this Agreement or the Project.
- B.** Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsection A of this section 11, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by City. The City may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

In the event that any failure to comply with this Agreement occurs by reason of any act or omission of a Partnership or a Borrower, the Recipient shall provide the City with written notice of the non-compliance and the reasons therefor promptly after any senior administrative or financial officer of the Recipient becomes aware of the occurrence. Recipient shall have the opportunity to (a) seek to enforce the obligations of such party to comply with the requirements of this Agreement and/or (b) seek to replace the non-compliant entity.

Such failure shall not constitute a default by the Recipient hereunder, and the City shall not require the return of CET funds and any interest thereon, so long as (i) corrective action is instituted by the Recipient within a 60-day period after the written notice and is diligently pursued by the Recipient, (ii) the Recipient provides monthly updates to the City regarding corrective action, and (iii) either the non-compliance is corrected or the non-compliant entity is replaced within six months after written notice specifying the applicable failure is given to the Recipient by City.

If the non-compliance is not corrected or the non-compliant entity is not replaced within six months from the date of the written notice, the City in its sole discretion can declare a default and exercise any remedy available to it under this Agreement. In the alternative, the City and Recipient may agree in writing to an extension of time to perform upon terms and conditions set forth in a written agreement between the parties; provided, however, that nothing in this Agreement obligates the City to agree to any such extension.

## **12. Remedies.**

- A. Remedies.** Upon any default by Recipient, City may pursue any available remedy or remedies to enforce the performance of any obligation of Recipient under this Agreement. Remedies may include, but are not limited to:
  - i.** Terminating City's commitment and obligation to make any further disbursements of CET funds under this Agreement.
  - ii.** Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Agreement.
  - iii.** Barring Recipient from applying for future awards.
  - iv.** Requiring the return of all or a portion of the CET funds disbursed under this Agreement and any interest earned thereon by Recipient.

If, as a result of Recipient's default, City demands return of all or a portion of the CET funds and/or payment of interest earned thereon, such amount is due and payable to City upon demand.

- B. No Remedy Exclusive; Waiver; Notice.** No remedy available to City is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power, or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The City is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 11 of this Agreement.
- C. Default by City.** In the event City defaults on any obligation in this Agreement, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of City's obligations.

**13. Relationship of the Parties.** The Parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

**14. Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of City, Recipient, and their respective successors and permitted assigns.

The Recipient may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of the City. The City may grant, withhold, or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient must pay, or cause to be paid to City, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of the City's legal counsel. Any approved assignment is not to be construed as creating any obligation of the City beyond those in this Agreement, nor does assignment relieve Recipient of any of its duties or obligations under this Agreement.

**15. Disclaimer of Warranties.** In providing grant funding under this Agreement, City makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

In no event are the City or its agents liable or responsible for any direct, indirect, incidental, special, consequential, or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Project.

**16. Amendment; Waivers.** This Agreement may not be amended without the prior written consent of the City and Recipient. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

**17. Other Agreements.** This Agreement does not affect or alter any other agreements between the City and Recipient.

**18. Indemnification.** To the extent permitted by applicable law, Recipient agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity



subdivision thereof shall be liable thereon. Nor, in any event, shall such obligations be payable out of any funds or properties other than those of Recipient.

[authorized signatures on the following page]

IN WITNESS WHEREOF, the City and Recipient each warrant and represent that each has the full power and authority to enter into this Agreement in accordance with its terms; that all requisite action has been taken by the Parties to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the City and Recipient, respectively.

**CITY OF MILWAUKIE**

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY**


By: \_\_\_\_\_  
Ann Ober  
Title: City Manager

By: \_\_\_\_\_  
Name: Tootie Smith  
Title: Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By:   
Justin D. Gericke

Title: City Attorney

Date: June 14, 2023

This Agreement includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

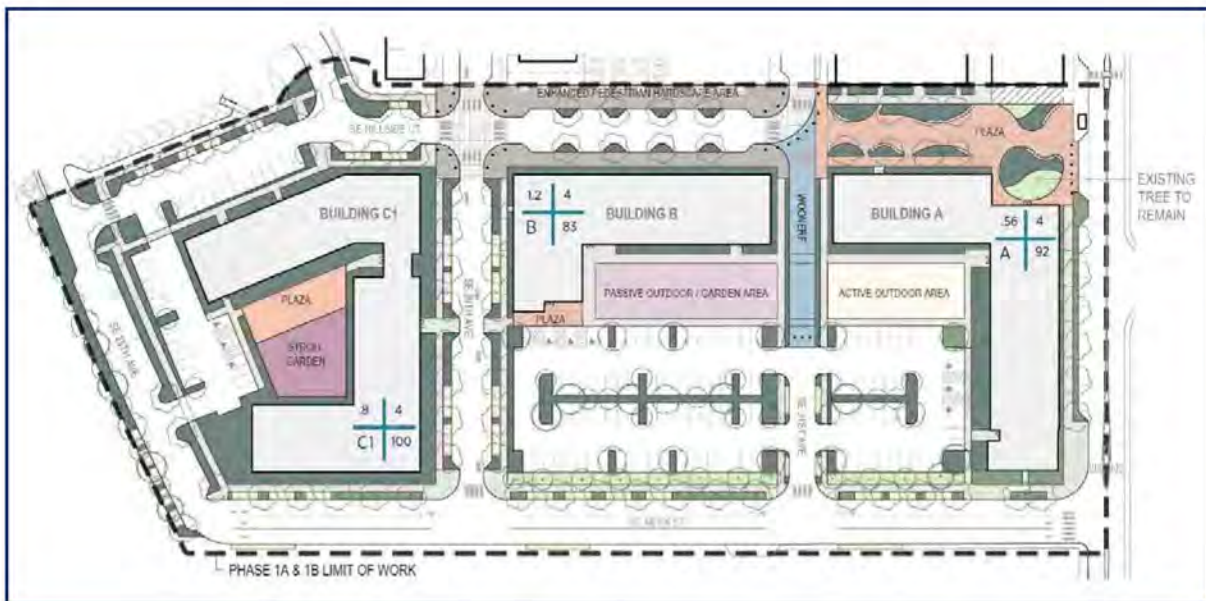
- Exhibit A – Recipient's Grant Request
- Exhibit B – Conditions of Funding
- Exhibit C – Funding Plan and Reporting

EXHIBIT A: RECIPIENT'S GRANT REQUEST

# Hillside Park – Phase I

## Construction Excise Tax Affordable Housing Funds

Milwaukie, OR  
Clackamas County







November 4, 2022

CET RFP – Creation of New Affordable Housing  
Joseph Briglio  
City of Milwaukie  
6101 SE Johnson Creek Blvd  
Milwaukie, OR 97206

**RE: Hillside Park – Phase I RFP Response for CET Funds**

Dear Joseph:

To support the city of Milwaukie materially deliver on its housing goals, Related Northwest (“RNW”), Northwest Housing Alternatives (“NHA”), and the Housing Authority of Clackamas County (“HACC”) (collectively “the Partners”) are pleased to submit our collaborative response to the CET Request for Proposals dated October 7, 2022 for Hillside Park – Phase I, a 275-unit, new-construction, affordable housing development.

As the lead developer, RNW will lead project development efforts and oversee service delivery for this vital planned community that will meet a diversity of local needs. We are incredibly excited to present a project that substantially aligns on the approved master plan, is rooted in supporting and uplifting low-income families, and caters to the specific needs of existing residents of the Hillside Park community. We are confident in our ability to not only deliver an exceptional housing community, but also one that enriches the neighborhood and advances the city’s production goals. We have designed and curated an affordable housing community that mirrors the public interest goals looking to deliver an innovative, equitable, and inclusive environment to our residents.

Our service plan for Hillside Park – Phase I is as follows. NHA will provide culturally responsive services on-site and which will be available to all residents. Target areas for support will include, but are not limited to housing retention, employment and financial security, benefits navigation, health and wellness, transportation, and family services. In addition to NHA’s work onsite, Hillside Park – Phase I will further benefit from services provided by Housing Authority of Clackamas County staff for those residents living within Project-Based Section 8 units.

We look forward to furthering the goals of the City of Milwaukie through this catalytic project and welcome any additional questions. Please feel free to contact me at 510-882-6362 with any questions.

Thank you,

Stefanie Kondor  
Senior Vice President, Development  
RELATED NORTHWEST

# TABLE OF CONTENTS

**APPLICATION FOR AFFORDABLE HOUSING – ATTACHMENT B ..... 1-45**

- Cover Sheet* ..... 1
- Cover Letter* ..... 2
- Table of Contents*..... 3
- Section 1 – Project Summary*.....4-5
- Section 2 – Project Description*.....6-20
- Section 3 – Need & Populations Served*..... 21-25
- Section 4 – Relocation* ..... 26-27
- Section 5 – Project Schedule*..... 28-29
- Section 6 – Development Budget* ..... 30-31
- Section 7 – Project Financing*..... 32-33
- Section 8 – Project Operations* ..... 34
- Section 9 – Project Team* ..... 35-40
- Section 10 – Services* ..... 41-45

**ATTACHMENTS ..... 46**

- VICINITY MAP (1-2)* ..... 46
- HILLSIDE PARK – PHASE I APPROVED SITE PLAN (2-2)* ..... 47
- SITE IMAGES & ADJACENT PROPERTIES (2-11)* .....48-51
- COMMUNITY ENGAGEMENT DOCUMENTATION**

  - COMMUNITY ENGAGEMENT STRATEGY (2-15A)* .....52-69
  - RESIDENT LISTENING SESSION EVENT SUMMARY (2-15B)*..... 70-77
  - SUSTAINABILITY CHARRETTE REPORT (2-15C)*..... 78-95
  - VISIONING SESSION EVENT SUMMARY (2-15D)* .....96-110

- ENA (2-16)*.....111-123
- ZONING APPROVAL**

  - CITY COUNCIL DECISION AND ORDER (2-22A)* .....124-125
  - ZONING ORDINANCE (2-22B)* .....126-127
  - APPROVED MASTER PLAN (2-22C)* ..... 128

- RELATED PILLARS OF DEI (3-1)* .....129-175
- AFFIRMATIVE FAIR HOUSING MARKETING PLAN (3-2)*.....176-194
- RELOCATION PLAN & BUDGET (4-4)*.....195-207
- PROJECT SCHEDULE (5-1)* ..... 208
- PROJECT PROFORMA (6-1)* ..... 209
- FUNDING COMMITMENT LETTERS**

  - HACC LETTER OF FINANCIAL SUPPORT (7-2A)*..... 210
  - DEBT & EQUITY SUPPORT LETTERS (2-22B)* .....211-215

- UTILITY ALLOWANCES (8-1)* .....216-218
- NHA SUPPORT LETTER (9-16)* ..... 219
- COMPARABLE PROJECTS (9-17)* .....220-221
- DEVELOPMENT TEAM PROFILES (9-18)*.....222-283
- SERVICES MOU – BUILDINGS A & B (10-5)* .....284-287



# ATTACHMENT B Hillside Park – Phase I

## Section 1 Project Summary

### 1. Project Name and Location

Project Name	Hillside Park – Phase I
Project Address	2889 SE Hillside Court
City and Zip Code	Milwaukie, OR 97222
Project Map and Taxlot	11E25CD00102
Size of Property	Approx. 7.5 acres
Zoning	GMU
Name of Ownership Entity	TBD – Limited Partnership between HACC, Related Northwest and Northwest Housing Alternatives (NHA)
Funding Requested	
<b>CET Funds</b>	<b>\$2,000,000</b>
<b>SDC Waivers</b>	<b>Requested for 30% AMI units</b>

### 2. Applicant Information

Organization	Related Northwest
Project Contact Person	Stef Kondor
Phone	(510) 882-6362
Email	<a href="mailto:skondor@related.com">skondor@related.com</a>

### 3. Project Activity Type *(check all that apply)*

- Acquisition
- Rehabilitation/Preservation of Existing Rental
- Housing New Construction
- Rehab or Adaptive Reuse of an Existing Building (not currently residential)
- Mixed Use (please explain)
- Other (please specify)

### 4. Proposed ownership Structure *(check all that apply)*

- Nonprofit
- Limited Liability Corporation (LLC)
- Limited Liability Partnership (LLP)
- Limited Partnership (LP)
- Sold to individual owners
- Nonprofit Single Asset Entity
- Other Corporation
- Joint Venture
- Community Land Trust

- Cooperative
- Other, Describe:

**5. For Existing Housing Only (*check one*)**

- Privately Owned
- Publicly Owned
- Owned by
- Applicant Other (please specify)

**6. Total number of existing units: 54**

**Total number of units proposed: 275**

**Will there be a unit set aside for an on-site manager: No**

**Attachments:**

- 1-2. Map showing project location, nearby facilities (schools, bus stops, parks, etc.) and distances to those facilities.

**Section 2**  
**Project Description**  
**PROJECT CHARACTERISTICS**

**Project Summary**

1. Please provide a brief overall summary of the proposed project. Please describe:
  - a. Location in the community, existing conditions on the site, and plan for development.
  - b. Target population and income level that would be served expressed in percentage of area median income (AMI).
  - c. Market need/housing demand for the target population in the city and the neighborhood in which the project is proposed.
  - d. The importance of an allocation of Construction Excise Tax funds to successfully implement your project.

**PROJECT SUMMARY**

Hillside Park is a two-phased, master-planned redevelopment of an existing public housing site that contains 100 housing units across 13.7 acres. The proposed redevelopment conceives of Hillside Park as a mixed-use community with 375 units of affordable rental housing and 100 units of market rate housing, including 40 townhomes. The project vision is based on early input from community stakeholders and an approved master plan.

Hillside Park – Phase I represents the first phase of this redevelopment effort. RNW and Northwest Housing Alternatives (“NHA”), two prominent local affordable housing developers, will work in partnership with the Housing Authority of Clackamas County (“HACC”), the current property owner, to redevelop the 7.5-acre Phase I site. Only a mile northeast of downtown Milwaukie, the existing Phase I property comprises 48 single-story structures, including 54 one- and two-bedroom units and a community center.<sup>1</sup> All residential units are reserved for households earning at or below 30% AMI and are supported by project-based subsidies. Built in the early 1940s, the aging buildings have exceeded their useful life and require recapitalization.

With Hillside Park - Phase I, the Partners will bring 275 units of amenity-rich affordable housing to households earning between 30% and 60% AMI. The project will comprise of two distinct properties. Building C is a 100-unit, four-story building that will be restricted to households at or

Hillside Park – Phase I Overview		
<b>DEVELOPMENT PROGRAM</b>		
<b>Units:</b>		275
<b>Family-Sized Units:</b>		110
<b>Project-Based Section 8 Units:</b>		100
<b>OWNERSHIP</b>		
<b>BUILDINGS A &amp; B</b>		
<b>Managing General Partner:</b>		HACC
<b>Administrative General Partner:</b>		RNW
<b>General Partner:</b>		NHA
<b>BUILDING C</b>		
<b>General Partner</b>		HACC
<b>Administrative General Partner</b>		RNW (Exits upon lease up)
<b>SERVICES</b>		
<b>Resident Services:</b>		NHA & HACC
<b>DESIGN AND CONSTRUCTION</b>		
<b>Design:</b>		Ankrom Moisan
<b>Construction:</b>		Walsh Construction

<sup>1</sup> Note that the entire Hillside Park community is comprised of 100 units of housing across 13.7 acres.

below 30% AMI and that will be subsidized with project-based vouchers. Related Northwest will turn key the development through lease up for HACC. The other property includes two additional four-story buildings, Buildings A & B, which include a total of 175 units. All units will be restricted to households earning between 30% and 60% AMI. These buildings will be co-owned by RNW, HACC, and NHA. As part of the housing redevelopment, the Partners will also complete extensive public improvements and infrastructure work, including the introduction of the city grid to the neighborhood. The result will be an accessible, enriched, and pedestrian-friendly community.

Notably, Hillside Park's redevelopment will create long-term affordability for the Milwaukie community. The incorporation of Metro Housing Bonds into the capital stack requires a minimum affordability commitment of 60 years. Beyond that, because the redevelopment will rely upon a ground lease rather than a disposition, the housing authority will retain ownership over the land, ensuring that the project will continue to meet the needs of low-income households long into the future.

RNW and NHA were selected as the project's co-developers out of a competitive RFEI process in March 2022. Upon selection, RNW entered into exclusive negotiations with HACC. An ENA was fully executed on September 29, 2022. The three parties are now actively working towards a Disposition and Development Agreement (DDA) for the first phase of the project.

This public-private partnership favorably marries HACC's local presence in the Milwaukie area, NHA's locally based, well-respected service platform, and RNW's outstanding developmental expertise and track record. The result will be a project that meets the unique housing and service needs of low-income households in Milwaukie, enhances the public realm, and creates long-term affordable housing in a well-resourced, high-opportunity community.

To execute Hillside Park – Phase I, the Partners are requesting \$2,000,000 of affordable housing funds through the City of Milwaukie's Construction Excise Tax funds. The CET funds will play a critical role in the success of this project. All funds will be used to finance pre-development costs as the development team moves through the process to design and permit the projects and will help expedite our progress to bring these projects to fruition. Other primary sources include 4% Low Income Housing Tax Credits (LIHTCs), permanent debt, and \$40M in Metro Housing Bonds. Given the high cost of construction and necessary infrastructure improvements, the Partners will leverage their expertise and relationships to contend with an additional financing gap. Viable financial resources for the project include, but are not limited to: LIFT funds, Tax Increment Financing, Metro Transit-Oriented Development funds, State and Local Fiscal Recovery Funds, and a Federal Infrastructure grant.

## EXISTING USE

For the last 80 years, the Hillside Park property has served as a public housing community. The 48 existing single-story structures in the site area were originally constructed in the 1940s and have exceeded their useful life and require replacement. The Phase I development process will include the demolition of the aging housing stock, the relocation of existing residents, and the construction of a new, modern, amenity-rich affordable housing community with over five times the housing on the site.

## PROGRAM

Hillside Park – Phase I will deliver three four-story buildings; gross building square footages combine for 247,040 SF. The unit mix across all buildings includes 43 studios (at 416 SF), 122 1-bedrooms (at 600-624 SF), 104 2-bedrooms (at 800-825 SF), and 6 3-bedrooms (at 1,056 SF). Phase I will benefit from 100 Project-Based Vouchers which will be reserved for households earning at or below 30% AMI. The remaining 175 units will all target households at or below 60% AMI. See item 2-2 for a site plan of Hillside Park – Phase I.



<i>Unit size (no. of bedrooms)</i>	<i>No. of units</i>	<i>AMI %</i>	<i>PBVs</i>	<i>Square feet/unit</i>	<i>Gross monthly rent/unit</i>
Studio	43	60%	0	415	\$1,063
1 Bedroom	97	60%	0	600	\$1,162
1 Bedroom	25	30%	25	600	\$1,436
2 Bedroom	29	60%	0	800	\$1,327
2 Bedroom	75	30%	75	825	\$1,648
3 Bedroom	6	60%	0	1,056	\$1,529
<b>Total</b>	<b>275</b>		<b>100</b>		

**GUIDING PRINCIPALS**

The project team is committed to faithfully fulfilling the region’s goals and principles for affordable housing production. With that in mind, we have outlined how Hillside Park – Phase I aligns with and delivers on the public goals as laid out in Clackamas County’s Local Implementation Strategy (“LIS”) and the Metro Regional Housing Bond.

**Lead with Racial Equity |** Communities of color struggle disproportionately with unaffordable housing costs, displacement, and homelessness. Hillside Park – Phase I is situated in a location that has seen significant pressure on rent and home prices. The rapidly increasing cost of living in Milwaukie is creating significant displacement on existing low- to medium-income residents. Hillside Park’s redevelopment will help prevent displacement of communities not only by ensuring the long term affordability of the property, but through culturally specific efforts that meet the needs of our target populations and to ensure they have access to housing and services. NHA is critical to these efforts as a culturally specific service provider that excels at bringing a wide range of services to communities of color. We All Rise, a locally-based, community-engagement firm steeped in advancing racial equity, will facilitate culturally-specific, community input into the design, development, and operations of the project to ensure we reach the broader community. Hiring practices during the development process are also important to forwarding equity and RNW, as well as the design and construction team, have a depth of experience in conducting strong outreach efforts to partner with COBID certified firms to ensure that we are creating equitable economic opportunities.



*Hillside Master Plan Visioning Session*

**Connection to Services |** RNW stands out amongst peers when delivering services. Our team spends a significant amount of time researching area gaps in service needs, creatively curating a service program than enriches the residents as well as the greater community. Hillside Park – Phase I will provide culturally responsive resident services offered by NHA and HACC, both service providers that have a history of serving the project’s target populations. Additionally, NHA and HACC will connect with other area services providers in order to build a robust network of providers capable of addressing a broad array of needs and cultural backgrounds.

**Leveraging Funds and Good Use of Public Dollars |** RNW has experience with a variety of funding sources, as well as innovative deal structures to ensure financial closing. We will survey multiple funding opportunities for the project, curating a capital stack that is thoughtful and maximizes the project’s

potential. RNW has a reputation for efficiently working through the development process to identify and solve for unknowns and reduce potentials risks. Stewardship of finite public resources is critical when delivering community benefits and responding to the current housing crisis. RNW continually produces high-quality housing, enriched with services; we delivering on what we say, and exceed project goals, all while making cost conscious decisions.

**Capacity/Readiness to Proceed** | RNW understands that the implementation and utilization of the Metro Housing Bond across Clackamas County is of paramount importance. To that end, with an approved master plan and rezoned site, the Partners are actively working through due diligence and early design concepts. With RNW's leadership, a highly experienced team, and a clear path to completion, we are confident in our ability to deliver this project on time and on budget.

**Create Opportunities for Those in Need** | Our response to the housing crisis is to deliver 275 affordable homes that will prioritize serving individuals currently left behind in the region's housing market. Hillside Park – Phase I will provide increased access to safe and affordable housing to communities of color, families, including families with children and multiple generations, and seniors. Our partnerships with NHA and HACC and unit mix that includes a significant number of family-sized homes are essential to serving priority populations. Moreover, NHA and HACC will deliver culturally responsive services to community residents around employment access, education, housing retention, and health and wellness. In particular, NHA plans to make the Pathways program available to Hillside Park residents. Pathways provides rental assistance and intensive case management to people living with mental health challenges to ensure that, once housed, the individual stays in housing.

**Create Opportunity across the Region** | Hillside Park is well-situated, with excellent schools and public parks, convenient transit, easy access to regional destinations like downtown Portland, a strong employment center. The site provides convenient access to grocery stores, commercial services, schools, jobs, and amenities and services. This project will provide significant neighborhood impact, connecting enriched services and affordable housing in a location that often is only available to middle and higher-income earners.

**Creating Home** | A hallmark of RNW is our focus on delivering exceptional housing communities that have a positive neighborhood impact, that foster community resiliency, and that residents are excited to call home. We create spaces that are vibrant, valued, and sustainable from the outset. By engaging and actively collaborating to stakeholders, we are able to deliver intentionally planned and highly accessible communities. Our common areas are designed in order to facilitate resident interaction, while also catering to a diversity of uses and abilities. They are also practically designed to couple with onsite programming, and often feature indoor/outdoor orientations to maximize areas for play. The Partners understand that creating an inviting home space fosters community and is essential to creating an environment necessary to successfully house individuals and families.

### **Project Design**

*Provide a detailed description of the proposed design, construction, rehabilitation, and/or other improvements. Include a description of how the design of the proposed housing is suitable for and will meet the needs of targeted and Special Needs populations (if any).*

*Please describe any on-site amenities, including any project characteristics that address special needs of the population you intend to serve:*



The Related Companies (“Related”), RNW’s affiliate, has developed, and operates, over 14,000 units of affordable housing on the West Coast. Related’s in-house architect works closely with the design team on each new project to ensure that lessons learned and best practices are carried forward. The design concept at Hillside Park – Phase I expertly marries the development team’s notable experience with the specific needs of the project’s target populations, while also balancing cost efficiencies and operational considerations.

We put people at the heart of the creative process, unearthing the real needs of a community, empowering stakeholders, creating goodwill, inspiring community spirit and building consensus. This leads to places that are vibrant, valued, and sustainable from the outset.

The architectural profile for the neighborhood is comprised of both commercial uses along with multifamily residential homes, predominately wood constructed, and low-rise structures. To emulate the area aesthetic, the design includes a pitched roof and fiber cement siding in combination with brick masonry (to enhance durability). The wood construction, gabled roofs, and the courtyard’s lush landscape all create a feeling of home.

RNW and NHA intend on integrating a robust amenity package to Hillside Park – Phase I. In total, 6,000 SF of space specifically dedicated to resident services and common areas will be delivered in this phase. Planned building amenities include on-site management, community rooms, resident service offices and classroom, a food pantry, and bike storage. An innovative amenity will be the development’s resilience hub.

Property Amenities
Onsite Leasing Office
Community Room
Community Kitchen
Resilience Hub
Food Pantry
Laundry Room
Secured Entry
Playground & Outdoor Play Space
Picnic Area
Bus Stop Access
Solar Ready
Spacious Layouts

**UNIT DESIGN**

Family housing unit sizes are comparable to the local market and balance construction cost and livability. Family-sized units reflect the needs of the project’s target

Unit Amenities			
Range/Oven	Dishwasher	Pantry	Air Conditioning
Refrigerator	Linen Closet	Washer/Dryer*	All Plank Flooring

\*in 3 & 4-bedroom units only

population and represent 40% of the project. Although harder to fund, the unit mix specifically incorporates much-needed two- and three-bedroom units. Significant care goes into the design and layout of all unit interiors, with specific attention paid to furniture layout, living space, and storage. Additionally, the three-bedroom units include washer and dryers in response to the needs of larger families. Serving a diverse community requires a design that is accessible, inclusive, safe and durable. Understanding specific populations’ needs is paramount and through our community engagement, we will work to curate housing that promotes wellness, integrity, inclusion and healing.

**GREEN SPACE**

Additionally, 110,000 SF of planted areas, active play areas, garden beds, and plazas will be developed in order to foster outdoor access for resident connectivity to the community. Our service partners, including NHA, intend on using these open spaces for regular programming for families. As part of its community amenities, our team will also deliver a living street or ‘woonerf’ between Buildings A and B and which connects to the large plaza in the northeast corner of the property. Woonerfs, an innovative planning



tool, are proven tools in activating streetscapes, calming traffic, and promoting resident safety. These outdoor amenities are especially significant in light of community feedback HACC received regarding the proposed redevelopment of Hillside Park. The LIS states that historically under-represented communities repeatedly expressed interest in having open spaces for play and community gatherings. RNW and NHA take seriously this request and, to that end, the approved site plan the Partners will execute (attachment 4) exceeds the master plan's outdoor space square footage by nearly 30,000 SF.



*Related Northwest's Crescent Court, example courtyard and landscaping*

*Please describe any unique or innovative design components or characteristics of the Project.*

Two unique elements stand out for Hillside Park – Phase I. First, Related Northwest and its development partners sees this project as an opportunity to not only redevelop an aging affordable housing asset, but to contribute meaningfully to the growing city of Milwaukee. By executing significant public improvements and creating new, walkable greenspaces, we will help foster a more vibrant and connected local community. From this perspective, Hillside Park – Phase I is going above and beyond a conventional infill affordable project.

Second, the project team will execute a resilience hub onsite, an innovative community amenity. Resilience hubs are intended to serve as a community center during and in recovery from a disruptive event, like a natural disaster. We anticipate, that during emergencies, the hub will provide access to freshwater, food, ice, refrigeration, backup power and charging stations, basic medical supplies, telecommunication devices, and local resource guides. Moreover, to ensure that the space is utilized year-round, the resilience hub will function as a service-enhanced community room for day-to-day use. Overall, resilience hubs leverage established, trusted, and community-managed facilities and have the potential to reduce burden on local emergency response teams, improve access to public health initiatives, foster greater community cohesion, and increase the effectiveness of community-centered institutions and programs.

*Does the Project include components that contribute to improved energy performance, thermal comfort, a healthier indoor environment, increased durability and/or simplified maintenance requirements (green building measures)?*

Our team is highly accomplished when it comes to designing and installing high performance structures and incorporating industry-leading practices as baseline. Reflecting our commitment to green building, RNW's three most recently completed projects achieved Earth Advantage's highest rating – the Platinum Certificate. In addition, the architect and contractor team, Ankrom Moisan and Walsh, are industry-leading firms when it comes to high-performance design and construction and have teamed up on multiple occasions to deliver innovative projects, such as some of the first Passive House certified multifamily



housing in the country. Ankrom Moisan has completed more than 10,000,000 square feet of LEED Certified living spaces and Walsh recently constructed the largest Living Building certified structure in the country. Our team is especially sensitive to how people interact with a space at a personal level and pays special attention to daylight and fresh air, safe and welcoming public spaces, and amenities that enhance daily lives as part of creating sustainable communities that enrich daily experience.

We are planning for Hillside Park – Phase I to (1) achieve Earth Advantage certification, (2) have green infrastructure elements, (3) to include unit ventilation and air conditioning, and (4) to include multiple solar arrays. We have a stretch goal to fully decarbonize the building by replacing natural gas burning hot water heaters with electric heat pump hot water heaters.

Specific features we seek to incorporate include low-flow toilets and aerators, LED lighting, occupancy/daylight sensors, low VOC materials and sealants, energy efficient appliances and thoughtful landscaping that requires minimized irrigation. Insulation and envelope design are critical to sustainable building and additional sustainability may be sought through an effort to deliver Resistance (R-Value) and Air Change Per Hour (ACPH) values that exceed code requirements.

All of these steps contribute to improved energy performance, thermal comfort, a healthier indoor environment, and increased durability.

Another key sustainability future for Hillside Park is the planned resilience hub. This community amenity is based on a 2019 model developed by the Urban Sustainability Directors Network (USDN), a peer-to-peer network of local government professionals from communities across the United States and Canada. Resilience Hubs are community-serving facilities augmented to support residents and coordinate resource distribution and services before, during, or after a natural hazard event. Case studies from across the country have shown that resilience hubs hold the potential to reduce burden on local emergency response teams, improve access to public health initiatives, foster greater community cohesion, and increase the effectiveness of community-centered institutions and programs.

*For new construction and rehabilitation projects, 5% of units must be accessible to persons with physical disabilities and persons with sensory disabilities. Please describe your plan for accessible units.*

## ADA CONSIDERATIONS

The Partners fully intend to meet or exceed accessibility requirements. We recognize the importance of and need for intentional and accessible design due to the high number of households living with disabilities currently living at Hillside Park. 5% of units or more will be accessible for individuals with mobility challenges and 2% of units or more will be accessible to individuals with sensory challenges. Additionally, RNW engages Marx Okubo, a highly reputable accessibility consultant, to review the design plans at each stage to ensure our projects meet or exceed all accessibility and ADA requirements. In addition, we work with stakeholders who represent the disabled community to assist us in the design and to ensure that the project is an inviting and inclusive space for all residents to live, play and thrive. The consultant's work applies to all units, building, parking areas, and outdoor spaces. The Partners understand this is especially critical given the existing resident population, a significant percentage of which are disabled.

## UNIVERSAL DESIGN

Universal design supports a range of households with varying needs and is critical in a project like Hillside Park – Phase I, which will serve a diverse population of residents, including seniors and households living with disabilities. Our design will seek to support residents aging in place, and of various abilities, so that families, individuals and seniors are able to maintain full accessibility to unit features, community amenities,

and local amenities including nearby grocery stores, transportation options, and recreational spaces. In practice, universal design is implemented through intentional design that ensure the design is supportive of various abilities with special attention for things like backing for grab bars, flexible cabinetry, clearances for accessible units, hardware that is easy to operate and grasp, and color palettes used in way to promote visibility and wayfinding. These elements, when addressed during the initial design of the spaces, make for stronger and more inclusive units and spaces for everyone.

## LIVABILITY

While the buildings are important, the shared life of the community happens in the places between. We put people at the center of the creative process, unearthing the real needs of a community, empowering stakeholders, creating goodwill, inspiring community spirit and building consensus. This leads to places that are vibrant, valued, and sustainable from the outset. Ankrom Moisan’s place making expertise is evident in their numerous buildings throughout the Pearl District and the South Waterfront in Portland. Some of their notable recent work includes The Goat Blocks, MacArthur Commons, and The Rise Central.

The Partners recognize that livability is a critical component of the approved master plan, which emphasizes the pedestrian experience, activated streetscapes, and outdoor community spaces. The entire project team is excited to deliver on this goal for the Milwaukie community.

### Existing Structures

1. Does the site contain existing structures? Yes  No

a. If yes, how many?

There are 48 standalone structures within the Hillside Park – Phase I site area.

b. If yes, what year were they constructed?

Hillside Park’s buildings were constructed in the early 1940s.

2. Are any on-site structures subject to historical preservation requirements? Yes  No

a. Governing body/code:

- National Historic Register  
 State Historic Preservation Office (SHPO)  
 City of Milwaukie Historic Preservation Overlay (Chapter 19.403)  
 Other:

b. Briefly state how you plan to comply with applicable historic preservation requirements (if applicable):

Not applicable

3. What is to be done with on-site existing structures?

- Demolish  
 Rehab  
 Nothing (does not apply/not part of this project)

4. *Please provide the following information for any on-site structures to be retained and/or rehabilitated as part of this project:*

Approx. Total Sq. Footage	N/A
Number of Building(s)	N/A
Date Built	N/A
Number of Stories	N/A

Not applicable—all buildings onsite will be demolished via the HUD Section 18 program and replaced with new construction.

5. *Please give a brief description of the condition of the buildings to be rehabilitated (include photos):*

Not applicable

### **Contracting**

*What steps will you take to hire businesses that are registered with the State of Oregon through the Certification Office for Business Inclusion and Diversity (COBID): Minority Business Enterprises (MBE), Women’s Business Enterprises (WBE), Emerging Small Businesses (ESB), Service Disabled Veteran Business Enterprises (SDVEB), and Disadvantaged Business Enterprise (DBE)?*

As part of our commitment to equity, RNW holds ourselves and our partners to a high standard of minority owned business utilization, committing ourselves to go further than Metro’s requirements. Additionally, we select partners in construction and design who are equally dedicated to going above and beyond to increase access and opportunity to employment for local communities and marginalized populations. Of our last four projects, for instance, RNW was able to achieve all of its COBID-related requirements and goals, with some projects approaching nearly 40% COBID participation on hard costs. The Partners and GC share a strong commitment to equity in contracting and developed a detailed, project-specific plan to meet the project’s COBID contracting goals.

Our aspiration for Hillside Park – Phase I is to exceed the Metro and State MWESB participation goals for affordable housing at 32% and 25% for construction and professional services goals respectively. Moving forward, Walsh Construction, Hillside Park – Phase I’s general contractor, intends to achieve these goals through the following plan.

The entire Walsh team employs strategies that create opportunities for MWESB/SDVBE firms to participate in the design and engineering process. They often team with COBID certified architecture firms to lead the design team, they have a track record of utilizing local minority-owned, women-owned, disadvantaged and emerging businesses and service-disabled veterans business enterprises (MWESB/SDVBE) on projects and continue to exhibit a good faith effort to utilize certified consulting firms whenever the scope of work allows. They work to identify firms who meet these criteria and proactively solicit their involvement in any project in which they’re involved. They understand that in order to raise the levels of participation and create a paradigm shift in the A/E/C industry in both Oregon and the region, it must be more than just a ‘good faith effort’; it is a critical social responsibility.

Walsh’s community outreach program is an integral part of their business model. Proven practices and approaches allow Walsh to outperform others in not just utilization but in developing long-term mutually beneficial relationships with disadvantaged firms. Such work is a continually evolving process; lessons learned are shared among project teams to continually improve the experience for all parties. They

continually partner with and recruit talented individuals of varying ages, race, genders, backgrounds and experience who bring their technical skills, enthusiasm and collaborative spirit to the task of placemaking projects with purpose for their clients and community.

Walsh has consistently high participation with MWESB/SDVBE firms, who on average complete 34% of their subcontracted work. Walsh Community Outreach Director, Afton Walsh, is a key member of the project team. Afton is a builder herself; she understands job-site dynamics and the tasks required to successfully complete various scopes of work. She is dedicated to building trust with MWESB/SDVBE firms, trained in anti-bias and micro-aggression avoidance, and committed to subcontractor success. She brings this extensive construction knowledge to mentoring subcontractors and will work with the design-build team to identify and generate successful bid opportunities. They will exceed the project goal for 30% inclusion of MWESB/SDVBE firms by implementing the following strategies and leveraging the lessons learned from their proven track record

Walsh has found the best way to be successful and exceed participation goals is to develop the contracting plan early and revisit it regularly to ensure collectively the team is meeting project commitments. Today's construction market is extremely busy; active and up-front solicitation of qualified firms will pay great dividends to ensure that trade partners succeed and grow their businesses.

The first step for the project team is to organize scopes of work into three categories:

1. **Many MWESB/SDVBE firms known** – cleaning, painting, steel, drywall, MEP, site concrete, etc.
2. **Some MWESB/SDVBE firms available** but work needs to be done with design team to write specifications in such a way as to maximize participation – siding, waterproofing, roofing, cabinetry, etc.
3. **Few or no available MWESB/SDVBE firms** – identify if there are any “stretch” or partnership opportunities - structural concrete, metal siding, wood framing, etc.

Walsh will then take a tailored approach to each category with more personal engagement occurring in the categories with less saturation. Their strategy includes:

Engaging Walsh's well-developed bid database and trusted community relationships with PBDG, NAMC, OAME, and LatinoBuilt.

- Advertising bid opportunities in culturally specific publications and bid resources.
- Analyzing work scopes to match opportunities with firms' expertise and capacity.
- Holding group and one-on-one pre-bid outreach meetings, allowing bidders to plan for the bid period and thoroughly respond in time.
- Encouraging and incentivizing larger firms to partner with MWESB/SDVBE firms and utilize them as second-tier subcontractors and suppliers.
- Providing feedback to both successful and unsuccessful bidders; answering any post-bid questions.
- Providing technical assistance in a variety of management responsibilities including billing, cash flow and business development, both on request and as needed.
- Providing mentoring programs for trade partners and MWESB/SDVBE businesses. These programs are critical, as they increase their capabilities, allowing them to be successful on current and future construction work.

Through decades of experience working in the metro area, Walsh has proven themselves to be a trusted partner to subcontractors and are regularly told when they are choosing projects to bid, they always prioritize Walsh. Hillside Park is a high opportunity location for affordable housing with convenient access to jobs, schools, neighborhood amenities, and services.

### **Neighborhood/Off-Site Amenities**

*Briefly describe the property location, neighborhood, transportation options, local services, and amenities adjacent to the property. Describe the location relative to schools, jobs, and parks. What makes this location suitable? (Please include these locations in the site map in Section 1.)*

The Providence Milwaukie Hospital is located directly to the east of the site and is zoned R-3. The Ardenwald residential neighborhood is located north of the property and is zoned R-MD. Industrial uses lie to the west and are zoned North Milwaukie Employment Zone. The parcels to the south of the subject are mostly unimproved and zoned GMU.

Situated a mile northeast of downtown Milwaukie, Hillside Park has strong amenity access. Residents will have access to two grocery stores (including a Safeway), public parks, a natural area, two bus stops, and four schools (Ardenwald Elementary, Milwaukie High School, John the Baptist Catholic School, and Milwaukie El Puente Bilingual School) all within a mile of the property. See Exhibit 1.b. for a Vicinity Map.

The site currently benefits from a crosswalk (including a pedestrian crossing sign) at the intersection of SE Hillside Court and SE 32<sup>nd</sup> Ave. Both sides of this intersection have bus stops with regular service from the 75 bus line; the crosswalk thus facilitates safe resident crossing. 32<sup>nd</sup> Ave, the main road providing access to and from the site, has sidewalks on both sides of the street. As part of the Hillside Park – Phase I project, the development team will execute significant public improvements, including the delivery of public ROW, sidewalks, landscaping, and new green spaces. Improvements will be designed with a specific eye for pedestrian and bike transport, creating new connections with existing infrastructure.

6. *Please calculate the location efficiencies of the proposed site:*

- a. Walk Score (<https://www.walkscore.com/>): 57
- b. Proximity to the following (in number of miles):
  - Major grocery store – 1.0 mile to Safeway
  - Public transit stop – 0.0 miles to the adjacent SE 32<sup>nd</sup> & Hillside bus stop
  - Medical services – 0.1 miles to Providence Milwaukie Hospital
  - Public schools – 1.0 mile to Ardenwald Elementary school and Milwaukie High School
  - Libraries – 0.9 miles to the Ledding Library
  - Parks – 0.5 miles to Water Tower Park, 0.7 miles to Minthorn North Natural Area, 0.4 miles to Balfour Park, and on-site open space

### **Neighborhood Notification**

*The level of neighborhood notification appropriate for a project is based on the size and proposed use. Applicants are encouraged to inform the relevant neighborhood association of the project proposal.*

- a. *In what neighborhood is the project located?*
- b. *How did you notify the adjacent property owners and neighborhood association about the project? Please include correspondence in application*

Hillside Park lies just to the south of the Ardenwald Neighborhood. Residents of Hillside Park, as well as the surrounding community, have been actively engaged in the redevelopment effort as part of the master planning process. Initial engagement has included listening sessions, a sustainability charrette, and a three-part visioning session, which included stakeholders, service providers, and existing residents. The feedback and outcomes of these various forms of engagement not only informed the Hillside Park's master plan, but are available to the development team. All of that documentation (see Exhibit 2-15) provides the development team a critical starting point for understanding community needs, preferences, and concerns and will also inform future engagement.

To that end, our team is further complimented by We All Rise. This will mark RNW's second opportunity to join forces to curate a community engagement initiative that brings community informed design to the forefront, fostering stakeholder participation that is inclusive and accessible and increasing the reach of communication to a variety of stakeholders. The implementation of different engagement types will depend on the project phase, but will include:

- **Focus Groups:** There will be at least 3 focus groups in each phase where a focus group is articulated. There will be a focus group recruiting protective class citizens, a focus group for the neighborhood and community at large, a focus group for service providers and future residents, and a focus group for anyone interested to join.
- **Interviews:** Interviews will be conducted with stakeholders unable to make focus groups that are important to talk to. Interviews could include local restaurant owners, neighborhood association members, adjective property owners, etc. Interviews will be decided with the community as the community helps approve and finalize the engagement plan. The Project Management Team needs to conduct at least 10 interviews. Interviewees should be interviewed twice. This will ensure their feedback is adequately incorporated into the design.
- **Target Outreach:** Targeted outreach will come as direct emails to employees at CBO's, city agencies, or other governmental agencies with a stake in the site area. This targeted correspondence will be personal and ensure that these stakeholders feel like they are being adequately engaged with and listened to.
- **Social Media Messaging and Public Information Sharing:** Social Media Messaging and Public Information Sharing will be utilized once aspects of the project are finalized. While larger decisions might have been made, it is important to continue to engage with the community about construction-based decisions. While the voters approved Oregon Metro's Housing Bond, they are still paying for it. For this, it is important to continue to share how the Bond is being actualized.
- **Mailer Distribution:** Mailer distribution will happen within a ¼ mile radius. Mailers will go out in the beginning phase of the project, articulating timelines, meetings, surveys, and general information. Another mailer will go out later in the project, as a way to share information with the community.
- **Online Feedback:** The community will have a chance for public comment on the project website.
- **Community Collaboration for Grand Opening:** Project Management Team will collaborate with community partners to create a grand opening party.
- **Executive Summary:** An executive summary will be shared with the community via the project website and other means of communication. This summary will act as a way for the HACC and Oregon Metro to ensure all project decisions and engagement is in compliance with their goals and objectives.



At this stage, the community engagement team is mapping the existing stakeholder landscape. This involves identifying service providers, community organizations, neighborhood associations, and other parties that are active in Milwaukie and/or serving the project's target populations. As we move into actualizing our engagement plan, we will connect with these stakeholders via one-on-one meetings, broader community events, and surveys.

## SITE/PARCEL Characteristics

### Site Control

7. *Has site control been established?\** Yes  No   
*Please submit documentation of site control.*

\* HACC is the current owner of the subject parcel and awarded the project to RNW through a competitive RFEI process.

8. *What is the form of site control?*

- Deed (developer owned s site)  
 Conditional Contract Purchase  
 Option  
 Lease  
 Lease Option  
 Other: ENA

9. *Expiration date of option or conditional contract (if applicable):*

Enclosed in this application is the ENA executed on September 28, 2022 by the Housing Authority of Clackamas County and Related Northwest. The project partners are actively working towards a Disposition and Development Agreement.

10. *Is the proposed project site subject to any existing encumbrances such as a restrictive covenant, use restriction, or regulatory agreement?* Yes  No

- a. *If so, how do you plan to mitigate the encumbrance?*

- Quit-Claim Deed  
 Subdivision of the Property  
 Other:

There are currently public ROW dedications and a HUD Declaration of Trust that will be vacated and released respectively.

## Zoning

11. *What is the current zoning of the project site?*

To achieve greater allowable densities at Hillside Park, the HACC pursued the property's rezoning. Today, the property is zoned GMU.

12. Has your project had a City of Milwaukie Pre-Application Conference? Yes  No

13. Is the proposed project consistent with the zoning status of the site? Yes  No

a. If current zoning is not consistent, please explain:

Not applicable—the property is fully consistent with the GMU zone.

b. Please outline the steps that will be taken to address zoning issues and include the time frame needed to resolve these issues:

Not applicable

c. Do you anticipate applying for any Variances (Milwaukie Municipal Code 19.900) through the land use application process? Please outline the adjustments that would potentially be requested, if known.

Not applicable

14. Is the proposed project consistent/compatible with surrounding uses? Yes  No   
Please describe how the project is or is not compatible with surrounding uses.

The project is responsive to the surrounding community by adding density to the City of Milwaukie while not constructing oversized buildings for the area. The approved master plan prioritizes active street frontage along SE 32<sup>nd</sup> St and densification at the southern portion of the site. The site area that encompasses the next phase of the project, Hillside Park – Phase II, will deliver less dense housing types (e.g. townhomes), as this portion of the site is directly adjacent to the Ardenwald neighborhood, a single-family residential community. The development team intends to faithfully fulfill this approach to the entire Hillside Park property.

15. On-site surface parking:

a. How many parking spaces are required for the development?

228 total spaces per the approved master plan, which required a 0.83 parking ratio. This includes 134 off-street parking stalls and 94 onsite stalls.

b. How many parking spaces will be provided for the development?

Related Northwest and the project partners have received City of Milwaukie approval for modifications to the master plan related to parking. The development team will deliver 237 total space including 135 off-street parking spaces and 101 on-street spaces.

c. Describe how on-site surface parking will be minimized to the greatest extent possible.



The approved master plan emphasizes balancing community and open space with on-site surface parking. The Hillside Park – Phase I development team intends to not only deliver more than the required parking to serve residents, but also expand the master plan’s ratio of open space. While we have pursued as much on-street parking as possible, we also recognize that residents of Hillside Park raised concerns with HACC about having sufficient and accessible parking spaces; this issue was raised specifically by those residents living with disabilities. For this reason, our team has not only increased total provided parking, but also distributed it more evenly across the site.

**Environmental**

1. *Are there known adverse environmental conditions on the site? (These may include high level of noise, wetland on site, within a floodplain, leaking underground storage tank, above ground storage of toxic materials within sight, etc.)* Yes  No

*If yes:*

- a. What are they?*

Per the 2019 Phase I ESA, two recognized environmental conditions were identified, including PAHs and lead levels above DEQ standards in the soil along the western edge of the property and the presence of cadmium in a site area previously used for a gravel quarry and purportedly filled with household waste.

- b. Describe how they can be mitigated through reasonable measures:*

The development team will commission its own Phase I and Phase II ESAs, as well as a Contaminated Media Management Plan (CMMP), as was advised in the HACC commissioned Phase I ESA (2019). Building locations are sited away from known contamination to remove that potential impact and the CMMP will inform our soil removal efforts to ensure the contamination is handled responsibly.

**Attachments:**

<input checked="" type="checkbox"/> 2-2. Preliminary drawings and site plan
<input checked="" type="checkbox"/> 2-11. Photos of the site, and existing buildings and interiors of units (if applicable)
<input checked="" type="checkbox"/> 2-15. Correspondence with Neighborhood District Associations, community members, and City Councilors
<input checked="" type="checkbox"/> 2-16. Documentation of Site Control
<input checked="" type="checkbox"/> 2-22 Documentation that proposed Project meets Zoning and Land Use laws

### Section 3 NEED & POPULATIONS SERVED

#### Population Narrative

*Describe the target population or populations to be served. Please describe the demand for housing for this target population, and the supply of housing currently serving the population.*

Hillside Park – Phase I will provide desperately needed affordable units in the heart of Milwaukie, where rapid growth threatens to displace low income and multigenerational households, perpetuating existing racial and economic disparities. Together, with NHA and HACC, RNW sees this project as an opportunity to reduce disparities, forward equitable development goals, and create long-term access to a high opportunity area for low-income households. We act on the premise that all people deserve access to employment and education opportunities, recreation, and amenities. Gentrification in Milwaukie threatens to displace low income and minority populations from high opportunity areas, denying them from the benefits of growth. In all of our projects, RNW seeks to mitigate the effects of displacement by providing affordable housing that keeps low income and minority populations in high opportunity areas. Hillside Park – Phase I will forward these goals by providing high quality housing in the heart of Milwaukie and just a mile northeast of downtown.

Hillside Park – Phase I will serve existing residents of the Hillside Park community, who will have the option to return to the property and move into a new deeply affordable unit post-construction. Phase I will offer 100 project-based vouchers and are effectively replacement units for the existing public housing property. From this perspective, our project has a number of anti-displacement and stabilizing measures in place. Meeting the specific needs of the existing resident base will also be key. A 2018 study by ECONorthwest found that nearly half of Hillside Park households earn less than \$10,000 per year, stressing the importance of continuing to provide deeply affordable units onsite. Additionally, 70% of existing residents live with a disability and, relatedly, the community has a higher average age compared to the surrounding community. RNW is committed to designing an intentional property responsive to these resident needs. To that end, RNW will engage Marx Okubo, an accessibility consultant, to ensure strict adherence to accessibility requirements.

The 175 units of additional affordable housing supply contributed by Hillside Park – Phase I will target households between 30% and 60% AMI. In the context of declining residential vacancies, increasing rental rates, and limited new production, market-rate demand for housing across the county and in Milwaukie in particular is becoming more costly and competitive, threatening to price low-income residents out. According to Milwaukie’s latest Housing Needs Assessment, 37% of households are cost burdened. If 903 total households are benefitting from publicly-assisted housing (about 10% of total households), then there are approximately 2,400 cost burdened households in the city, a majority of whom are low-income. There is significant need for additional affordable housing in Milwaukie and, by creating 175 units of new income-restricted housing, Hillside Park – Phase I can dramatically increase the supply.<sup>2</sup>

<sup>2</sup> Note that this analysis is based on the latest needs assessment, “City of Milwaukie, OR, Housing and Residential Land Needs Assessment (Oregon Statewide Planning Goal 10), 20-Year Housing Need,” which relied upon 2016 census data.

## EXISTING SUPPLY OF LIHTC PROJECTS IN MILWAUKIE

The subject parcel is situated in an area with a notable shortfall of affordable units. According to HUD's LIHTC database, since 1999, the entire city of Milwaukie has only six projects (508 units) restricted via the LIHTC program. Two of those communities (325 units) were placed in service in 1999 and the other four (183 units) began program compliance between 2006 and 2015; while these projects are serving a vital role in the city, they are aging and are no longer delivering modern amenity packages and finishes. There is therefore significant need for new construction. Moreover, the distribution of these sites is noteworthy. These six properties are an average of 3.5 miles from Hillside Park and only one is within a two-mile radius of the subject. Given Hillside Park's proximity to the city center and neighborhood amenities, increasing the affordable housing supply at the site is serving a critical community need.

### Target Population Income

Please indicate the targeted household income levels for the proposed development as a percentage of area median income (AMI):

- |  |            |            |
|--|------------|------------|
| <input checked="" type="checkbox"/> 0-30% AMI  | # of Units | <u>100</u> |
| <input type="checkbox"/> 31-50% AMI            | # of Units |            |
| <input checked="" type="checkbox"/> 51-60% AMI | # of Units | <u>175</u> |
| <input type="checkbox"/> 61-80% AMI            | # of Units |            |
| <input type="checkbox"/> 81-100% AMI           | # of Units |            |
| <input type="checkbox"/> 101-120% AMI          | # of Units |            |
| <input type="checkbox"/> Unrestricted          | # of Units |            |

### Special Needs

- Will this project serve a priority Special Needs population Yes  No
- Special Needs Populations to be served (check all that apply).
  - Houseless
  - Families with children
  - Seniors
  - Ex-offenders
  - People with HIV/AIDS
  - Victims of Domestic Violence
  - People with Drug and Alcohol Addictions
  - People who are Evicted/Foreclosed
  - People with Physical Disabilities
  - People with Mental Disabilities
  - Veterans
  - Youth
  - Young adults aging out of foster care
  - Other Special Needs (please explain)
  - No Special Needs, General Low-Income Renter

3. Will this project transition people into housing stability from houselessness? Yes  No

*If yes please describe how:*

Not applicable

4. Is your organization working with a referral service entity on this project? Yes  No

5. State the name of the referral entity

HACC's waitlist will receive priority at the redevelopment property. NHA may also partner with referral organizations as we solidify the services plan onsite.

6. Please describe your plan for marketing and outreach to publicize the availability of new housing opportunities created by the project to Black, Indigenous and People of Color (BIPOC) communities and residents, and how you will affirmatively further fair housing for all protected classes.
7. Please describe any plans to serve a population that has been historically underserved such as BIPOC and LGBTQI+ residents/communities.

## EQUITY COMMITMENT

RNW has a unique commitment to forwarding equity. The firm's office is female-led with a diverse team of developers, and half the staff identifies as a woman and/or minority. Since its founding as an affordable housing development organization, RNW has been dedicated to forwarding equity by providing affordable rental housing, partnering with and building the capacity of community based organizations, and ensuring equitable access to employment and contracting opportunities. The development team plans to advance racial equity on the site through concerted outreach and engagement, working with culturally specific service providers, and property management staff that is reflective of the sought after multi-cultural target population. Creating areas that are informed by community input from a broad array of stakeholders assists us in curating an inclusive environment at every level of the project. See item 3-1 for more on Related's commitment to DEI initiatives and item 3-2 for the project's AFHMP.

In addition to providing the highest quality affordable housing and communities within our developments, RNW makes a concerted effort to break down barriers to access for marginalized populations. RNW partners with community-based organizations who work directly with marginalized populations to spread information and resources to apply for housing. Our team works closely with our property management staff and community partners to distribute culturally and linguistically appropriate information and application materials for our buildings.

Historically, marginalized populations have been denied access to housing, opportunities and resources. Housing, in particular, has been weaponized to disadvantage communities of color. Unequal access to housing has caused and compounded inequities in education, wealth employment, and health. Despite its history of weaponization, RNW understands that housing is a critical tool in supporting marginalized communities, enhancing access to high opportunity areas, and mitigating the deleterious effects of past injustices. Thus, we ensure that our projects create access to high quality, stable and affordable housing for marginalized populations and bring access to opportunities and amenities to communities of color.

## INCLUSIVE LEASING PRACTICES

In addition to providing the highest quality affordable housing and communities within our developments, RNW makes a concerted effort to break down barriers to access for marginalized populations. RNW

partners with community-based organizations who work directly with marginalized populations to spread information and resources to apply for housing. Our team works closely with our property management staff and community partners to disseminate culturally and linguistically appropriate information and application materials for our buildings.

A key element of RNW's equity and accessibility plan regarding access to housing is ensuring that screening criteria do not have a disparate impact on marginalized populations. RNW works closely with our community partners to assess the potential impacts of screening criteria and develop criteria that align with the buildings service capacity while not putting up disproportionate barriers to certain populations. A number of strategies will be employed at the project to provide equitable access, including:

- Screening that includes a consistently applied override policy for reviewing prospective tenant's credit, rental, and criminal histories.
- Linguistically appropriate materials that reflect community demographics to provide access to priority communities and help ensure equitable access to communities of color.
- On-site management and staff will receive diversity, equity and inclusion training and will be educated to understand the specific target population goals of the project. Importantly, management will endeavor to hire staff and vendors representative of the community.

Our team is complemented by Quantum Property Management who will represent the Partners high standards and further our reputation as a premier operator and owner of affordable housing. We spent a great deal of time in the selection of our property management team as we know it is imperative to have site management that executes on the business plan all while delivering excellent customer service to the residents of the community. Quantum is a local property management team that has a strong track record for managing housing for a diverse resident population, providing culturally competent services, and meeting stakeholder's expectations.

### INCLUSIVE SERVICES & PARTNERSHIPS

In Clackamas County, there has been an unfortunate lack of attention or investment over the years to develop the capacity of community-based organizations who work with cultural specificity, in and with communities of color, or with the LGBTQ+ community. Nevertheless, NHA has developed working relationships with several organizations who support residents at NHA properties throughout the metro area. They and others will be invited to support the service programming at Hillside Park. Their level of engagement at the project will be based on their capacity and any additional funding to expand their work to Hillside. In addition to NHA's culturally supportive programming, local and culturally specific service providers will be identified and invited when leasing begins and when the NHA Resident Services staff team is able to identify what types of supports residents need and want to engage in once moving into their new homes. A non-exhaustive list of prospective partners is included in this application in response to Question 15 in Section 9.

#### Services

8. Will this project provide services? (e.g. Child Care, Case Management, Transportation)

Yes  No

If yes, please describe further in the Services portion of this Application (Section 10)



<input checked="" type="checkbox"/> 3-1 Related Pillars of DEI
<input checked="" type="checkbox"/> 3-2 AFHMP

## Section 4 RELOCATION

1. Does this project involve the acquisition, demolition, or rehabilitation of any existing occupied structures? (If no, skip to Section 5; if yes, continue.)

Yes  No

### Type of Relocation

2. Enter the number of tenant households to be relocated:

Residential:          Permanently           Temporarily           None

Commercial:          Permanently           Temporarily           None

3. Please describe your tenant relocation plan.
- a. Describe how the plan minimizes displacement.
  - b. Identify staff that will carry out relocation activities, and the strategy to help tenants to identify replacement housing and navigate the relocation process.
  - c. Provide an estimated timeline for all relocation activities, including notification of tenants.

Relocation coordination is a critical component of Hillside Park – Phase I. Related is committed to providing a reliable and consistent point of contact on behalf of the Partners. HACC selected Darcy Vincent, owner of DDV Consulting Services, to oversee the relocation process. DDV provides relocation advisory services by providing compassionate support for residents during the relocation process and ensuring adherence to the Uniform Relocation and Real Property Acquisition Act. Darcy has extensive experience in affordable housing relocation and has supervised 15 projects through relocation and substantial relocation in the last five years. Darcy will play a crucial part in forecasting relocation budgets and executing the relocation schedule. Our General Contractor, Walsh Construction, will also be an invaluable partner in coordinating on-site with logistics, updates, and general construction information. The development team will convey updates through a multi-prong approach that includes community meetings, printed and translated material and a bulletin board on location that gives an updated schedule and a look-ahead for planning and information resources; all to best assist the relocation consultant efforts. Walsh and RNW will coordinate continually with the relocation coordinator and support their efforts by delivering excellent customer service and will seek to positively address any issues that may arise in a manner that instills integrity and assuredness for the residents.

The demolition of the existing Hillside Park buildings will occur through the HUD Section 18 program. As such, all residents will be offered a Tenant Protection Voucher (TPV), which provides a mobile subsidy. Relocated residents will work closely with Darcy to find safe, quality housing options, either through a market-rate unit or at another public housing unit. Via HUD funding, HACC will be responsible for paying all relocation expenses. Upon project completion, all residents will have an option to move into a newly constructed unit subsidized with a project-based voucher or to retain their TPV and rent elsewhere. In other words, even if residents elect not to return to Hillside Park after construction, they will retain a mobile housing subsidy.

Regarding the anticipated timeline, the Partners, along with Darcy, will host two inclusive resident meetings to walk relocated households through the relocation schedule and process. One occurred October 27, 2022 and the other is scheduled for sometime in late January. All residents will receive a 90-day notice regarding their relocation. Darcy and her team will work on an individual basis with each tenant to help locate replacement housing, to cover relocation costs, and to address any barriers to a successful relocation. Relocation will commence in May 2023 and is anticipated to last for six months.

4. The developer is required to cover moving costs and expenses for households displaced by the development proposal. (This does not include owner-occupants who are choosing to sell their properties.)
  - a. Please attach a budget to consider relocation expenses. Include moving costs, security deposits and up-front payments, utility transfer fees, storage fees, higher rent costs, and other fees.
  - b. Explain the rationale for any estimated costs in the relocation budget.

Per the Section 18 program, HACC will cover all relocation expenses and work closely Darcy's relocation team. DDV Consulting is one of the local leader's in resident relocation, having relocated 7,500 residents over the course of her career, including four public housing redevelopment projects. That extensive experience will inform an accurate and realistic budget for Hillside Park – Phase I's relocation. For more information, please see item 4-4a, which includes the latest copy of the relocation plan and budget.

5. *Have you notified all occupants that they may be displaced by the proposed project? (including both residential and commercial tenants, and occupants with or without leases)?*

As a result of the extensive community engagement work that occurred during the master planning process, residents have all been informed about the scale of the project and relocation process starting in 2017. Moreover, the Partners conducted a resident meeting on October 27, 2022 to introduce the development team and provide additional information about relocation.

**Attachments:**

4-4a. Tenant Relocation budget.

## Section 5 PROJECT SCHEDULE

### Project Schedule Narrative

- |  |               |
|--|---------------|
| 1. Please provide a project schedule including the timing for: |               |
| a. Securing project financing,                                 | February 2024 |
| b. Forming legal ownership entities,                           | December 2022 |
| c. Real estate closing,  | February 2024 |
| d. Relocation of existing residents (temporary and permanent), | December 2023 |
| e. Construction commencement,                                  | February 2024 |
| f. Construction completion,                                    | March 2026    |
| g. Lease-up, etc.  | December 2026 |

*Please describe below how the timelines were determined.*

The entire project team has contributed to the proposed schedule, including input from our general contractor, architect, construction manager, relocation specialist, and HACC.

2. Describe the plan for securing all financing and complete acquisition and/or start construction within 3 years from the date of the CET and/or URA award.

Related Northwest has a proven track record in securing project financing, both by leveraging existing relationships with financial partners and by adeptly navigating the LIHTC finance landscape. We are confident in our ability to execute this project in the provided timeline. Moreover, the complexity of this project is not new to our firm. We have direct experience in a shared decision-making environment, and take pride in our ability to navigate these partnerships to produce results that meet the collective goals of various stakeholders. Related's Public Housing work includes over 4,000 units completed or in process on the West Coast. We are an experienced and responsive partner with a continued commitment to the community and have partnered with more than 37 municipalities and over 30 non-profit organizations throughout California and Oregon.

The financial projections for the project are informed by RNW's expertise in the development and operation of affordable housing and key pricing assumptions. We will maximize the use of 4% tax credit equity, permanent debt, and Metro Housing Bonds and have identified multiple funding sources that will allow us to fully fund the project that include: OHCS's LIFT program, State and Local Fiscal Recovery Funds, Urban Renewal Area funds, a federal infrastructure grant, transit-oriented development funds, a weatherization grant, and Business Oregon brownfield remediation funds.

Lastly, note that a significant portion of the gap funding necessary to finance the project was awarded by HACC through the \$40M Metro Housing Bond allocation. We are in the process of securing a formal approval from Metro for this application. HACC also received a \$6.4M direct allocation of LIFT funding that we are currently working to formalize through a application to OHCS. The CET funding will provide an additional critical funding source. Overall, we will pursue a number of funding opportunities for the project in order to produce a capital stack that meets the project's requirements and maximizes the community's potential. RNW has a reputation for delivering housing on time and budget.

3. *Are there any known issues or circumstances that may delay the project?*

Yes  No

a. If yes, list issues below, including an outline of steps that will be taken and the time frame needed to resolve these issues:

**Attachments:**

5-1. Project Schedule



## Section 6 DEVELOPMENT BUDGET

### Development Budget Narrative

1. *Please provide a thorough narrative description regarding the development budget.*
  - a. *Please provide justifications of all costs and assumptions. For example, who estimated construction costs, did City Permit Information Center (PIC) staff provide the Systems Development Charge estimate, how did you calculate the amount of private bank loan the project could support, etc.*
  - b. *Describe any choices the development team has made related to long-term affordability and cost savings.*
2. *Describe the plan to manage unexpected costs that could arise during development.*
3. *Projects may only request 50% of the total development cost in CET funds; at least a portion of the project must be leveraged funds. Describe other funds secured to finance the project.*

Included below are the Partner's preliminary sources and uses for Hillside Park – Phase I. The financial projections accompanying this concept endorsement have been informed by the Partner's expertise in the development and operation of affordable housing, key pricing assumptions, the Metro Bond's and LIS investment requirements, and the bond underwriting metrics. Hillside Park leverages a broad array of resources to deliver a high-density, catalytic development, for HACC and the City of Milwaukie.

Related Northwest team worked closely with the project's general contractor, Walsh, and construction manager, GLI Advisors, to estimate project costs, including hard costs for slab on grade, four-story wood frame construction and for the extensive infrastructure that will be required. Input from Joseph Briglio with the City of Milwaukie was incorporated regarding System Development Charges. An estimated \$11M of the development budget will be used for infrastructure and right of way improvements.

Supportable debt was determined by using applicable rents, including 60% AMI LIHTC rents for the county and voucher payment standards for project-based units, and deducting industry-standard operating costs to arrive at a project NOI. Our debt underwriting maximizes the supportable debt by assuming a 1.20 DCR and 6.75% interest rate, as well as SLFRF funds structured as long term debt with a 2.0% interest rate. The entire project can support around \$31M in debt. Additionally, using a 2% annual income increase and 3% annual expense increase, the project is always able to meet its 1.20 DCR requirement. We are pursuing additional long-term debt through a request for SLFRF funds that will provide a below market interest rate and allow us to leverage additional debt for a total of \$31M.

### PRICING

The Partners are actively engaged in the design and preconstruction of several area housing developments and, as a result, have a strong understanding of current pricing in the market. Our collective and recent experience with wood framed projects has also underscored the volatility of pricing (both in materials and labor) that the broader market has faced over the past couple of years. To determine the latest construction pricing, the Partners worked closely with our Construction Manager, GLI Advisors, and general contractor, Walsh Construction. Moreover, the Partners have not only

underwritten a construction contingency, but also applied an escalation contingency to specifically address the widespread cost increases impacting the market and to ensure the projects can be delivered without additional funding. Also included is a design contingency to reflect the early stages of the design documents.

### **COST CONTROLS**

Another mechanism utilized to keep construction costs in-line is through the material selection and design of the buildings. At four-stories, the building heights are compatible with the neighborhood context and approved masterplan and, at this height, do not require BOLI wages. However, the project will be subject to Davis Bacon wages as a result of the vouchers and federal funding. Because of the site configuration, the building is able to achieve a scale necessary for cost efficiencies without additional height. A wood constructed building is cost effective and reduces inspections during construction, while simultaneously enabling unit layouts that maximize efficiencies around MEP stacking and placement.

Overall, our track record as a firm speaks to our ability to mitigate risk and navigate project challenges during the development process. All of our completed projects have come in at or under budget, as a result of our strategic planning and underwriting.

### **CET FUNDS & SDC WAIVERS**

The total development costs for Hillside Park – Phase I is approximately \$161MM. Sources include private debt, 4% LIHTC equity, Metro TOD grants, Metro Bond Funds, a federal infrastructure grant, and other smaller gap resources. Our request for \$2M CET funds thus represents only 1.3% of our total sources.

Per the RFP, the Partners are also requesting SDC Waivers for the 30% AMI units at Hillside Park – Phase I. Our team is committed to delivering deeply affordable units to the Milwaukie community and we will explore every opportunity available to provide additional 30% AMI units. We look forward to discussing this possible financing tool moving forward.

#### **Attachments:**

6-1. Proforma

## Section 7 PROJECT FINANCING

### Unique Financing Circumstances

1. *Please describe any unique financing details or structures as they pertain to this project. Explain why the financing is attainable for the proposed project. Attach any letters of funding commitments already received.*

### PROJECT METRICS

The estimated total development costs for the project is \$160,758,030. In addition to permanent debt, 4% LIHTC equity, and the requested Metro Housing Bond funds, RNW will pursue a number of gap financing resources. These sources include OHCS’s LIFT program, State and Local Fiscal Recovery Funds (“SLFRF”), HOME-ARP, Urban Renewal Area funds, SDC waivers, a federal infrastructure grant, transit-oriented development funds, a weatherization grant, and Business Oregon brownfield remediation funds. The anticipated public subsidy is \$60,988,745, or \$221,777 per unit, of which \$40M is Metro Housing Bonds. The requested per unit Metro Housing Bond fund amount is \$145,455.

2. *Please describe the current status of investor negotiations, or other funding being pursued. Discuss the timing of obtaining funding commitments.*

The project is currently in predevelopment and has the following pending sources: SLFRF, HOME-ARP, Metro TOD, Business Oregon brownfield remediation funds, Weatherization grant, and Federal Infrastructure Grant. We will commence Schematic Design in November 2022. We are currently anticipating that the project’s 4% LIHTC app and project-based voucher documentation (including environmental review and subsidy layering review) will be submitted in September 2023. Debt and equity partners will be selected in October 2023.

3. *CET funds requested: \$2,000,000*
4. *Other resources: \$158,758,030*
5. *Total Project cost: \$160,758,030*

Sources	Amount
4% LIHTC Equity	\$53,008,825
Metro Housing Bonds	\$40,000,000
Permanent Loan	\$31,006,288
Deferred Developer Fee	\$12,850,000
LIFT	\$6,653,696
Weatherization Grant	\$175,000
SLFRF	\$5,000,000
Federal Infrastructure Grant	\$4,000,000
Construction Excise Tax Funds	\$2,000,000
Metro TOD	\$500,000
BizOR Brownfield	\$500,000
HOME-ARP	\$2,660,049
HACC Admin Funds	\$2,404,172
<b>Total</b>	<b>\$160,758,030</b>

Uses	Amount
Construction	\$114,302,294
Soft Costs	\$6,073,474
General Fees	\$22,360,342
Construction Financing Fees & Expenses	\$1,362,827
Permanent Loan Fees	\$330,063
Tax Credit Fees	\$891,489
Bond Issuance Fees	\$854,601
Construction Period Interest	\$9,107,349
Development Contingency	\$2,220,720
Lease Up/Relocation	\$1,394,945
Reserves	\$1,859,927
<b>Total</b>	<b>\$160,758,030</b>

6. *Please describe any innovation or benefit within the financing for the project. Explain why the financing is innovative for the proposed project and relies less on competitive public resources.*

Hillside Park – Phase I offers an innovative solution for repositioning public housing assets. Hillside Park is one of the oldest public housing communities in the state of Oregon. By leveraging federal resources like the 4% LIHTC, Federal Infrastructure Allocation, SLFRF, and with local resources like Metro Housing Bonds, RNW and the development team are able to not only deliver deeply affordable units for existing residents, but augment the current community’s impact by expanding the affordable housing supply onsite. That the project’s scope will increase connections to the Ardenwald neighborhood to the north and SE 32<sup>nd</sup> Ave to the east via public ROW improvements is also significant. This infrastructural work will achieve greater spatial integration between the broader Milwaukie community and Hillside Park residents. In many ways, the redevelopment effort will take an aging affordable asset and comprehensively reimagine the community via modern financing tools.

**Attachments:**

<input checked="" type="checkbox"/>	7-1. Funding commitment letters
<input checked="" type="checkbox"/>	7-2. Financial Support Letters

## Section 8 PROJECT OPERATIONS

### Operations Narrative

1. *Please provide a narrative description of the long-term operations.*
  - a. *Please justify all costs and assumptions.*

Operating costs were underwritten based upon current market conditions and Related Northwest's history of managing affordable housing in the Portland metro. Hillside Park – Phase I operating expenses are underwritten to just under \$6,400 per unit per year. These operating cost assumptions are based upon the extensive experience between RNW and the property management team, Quantum, as well as the particular needs of Hillside Park.

- b. *Describe why the rents were selected and why they are appropriate to the long-term viability of the project.*

Rents for Building A were underwritten to current Fair Market Rents for Clackamas County. Note that these rental rates are reported to have increased substantially in the latest HUD update, but they have not yet been published. Buildings B and C are underwritten to a rate just below 60% LIHTC max rents for the county. RNW uses this discounted approach to ensure an appropriate gap between the affordable rents and local market rate rents. Having said that, we fully intend pursue additional project-based subsidies in order to deepen the affordability of the B and C buildings.

- c. *Describe how the projected revenue was determined.*

Revenue was determined based on the rental limits above and the utility allowances included below.

2. *Utilities must be included in the gross rent limits for each targeted income level (see Exhibit A in the RFP document for current gross rent limits.) Utility Allowances are published annually by the Public Housing Authority (Homes for Good). <https://www.clackamas.us/housingauthority/section8.html>. Please explain how you calculated the Utility Allowance for each size of unit based on the types of utilities and attach your calculation using the utility allowance charts.*

Per the attached utility allowance provided via document 8-1, we have calculated allowances based on electric heating, electric cooking, and other electric costs (including lights and appliances). Also included is an assumption for air conditioning allowances.

#### Attachment:

- |  |
|--|
| <input checked="" type="checkbox"/> 8-2. Documentation of utility allowance calculation. |
|--|



## Section 9 PROJECT TEAM

### Personnel

List the names of key members of the project development team, their titles, role and their years of experience in development below.

Name	Title (e.g., executive director, project manager.)	Years of Experience in Development
Ann Silverberg, Related Northwest	CEO Related California and Northwest	25
Stef Kondor, Related Northwest	Senior Vice President of Development	15
Trell Anderson, NHA	Executive Director	20
Isaac Johnson, Ankrom Moisan Architects	Managing Principal	29
Dan Snow, Walsh Construction	Project Executive	30

### Organizational History

- Has the project team or a team member developed housing projects previously?  
Yes  No
- Please describe the development teams' or team member's experience with housing development.

The entire development team has extensive experience working with public sector partners and in public-private partnerships. The team is committed to achieving public partner goals and working with the broader community while leveraging our collective experience successfully developing high-quality, large-scale housing. The collective team brings deep experience working within the City of Milwaukie and with HACC.

**RNW** will be the developer and long-term co-owner of Buildings A & B and has extensive experience in public-private partnerships with housing authorities and developing high-quality, multifamily, affordable housing. RNW is backed by The Related Companies, one of the largest and strongest privately-held real estate companies in the nation with a portfolio valued over \$60 billion. As long-term property owners committed to sustainability, affordability, and stewardship, Related strives to form lasting public-private partnerships and works with leading architects and designers to create vibrant developments with a lasting legacy. Related has completed numerous LIHTC transactions that includes large-scale master-planned communities. Related has extensive experience redeveloping public housing sites, renewing their sense of vibrancy in a way that reflects the unique spirit of each community.

**Northwest Housing Alternatives'** mission is to create opportunity through housing. NHA provides affordable housing options for families, seniors, Veterans, and people with special needs and/or disabilities across Oregon. Founded in 1982 as a family homeless shelter, Northwest Housing Alternatives (NHA) is now a leading not-for-profit developer of affordable and workforce housing throughout Oregon. In Clackamas County, NHA provides shelter for homeless families, with case management and housing placement services; and supports people living with mental illness for long-term housing stability. NHA has several projects underway working in public-private partnerships that include: In Warrenton with the Housing Authority on a new construction project for families; in Ontario with the Housing Authority on two projects that are adaptive reuse and rehab for individuals and for families; and in Tigard with the City of Tigard on a new construction project for seniors.

**Ankrom Moisan Architects** is one of region's most renowned architects of environmentally and culturally relevant multifamily housing with over 336 projects completed and is also a leader in cost-effective design that reduces waste and complexity to deliver straight forward, high-quality projects. Ankrom was founded in 1983, when two friends launched a small firm and has worked to inspire clients and build thriving communities since. Ankrom balances discipline and daring to build work that is intentional, useful, and long-lasting. They challenge themselves—every day, with every project—to design smarter and better, and connect communities. Note that Ankrom is partnering with DAO Architecture, a DBE, WBE, and MBE certified firm, to design the resilience hub.

**Walsh Construction** was founded in 1961 by brothers Tom and Bob and is now one of the preeminent general contractors in the region known for their commitment to safety, quality, and community that has made them the go-to partner for affordable housing projects. WALSH is committed to diversity within their own ranks, and with their business and trade partners. Walsh is passionate about building responsibly for a sustainable future and in the delivery of high-performance, green buildings. Walsh places a high priority on creating healthy, durable and highly energy-efficient buildings, understanding that a building which uses less energy will reduce environmental impacts and operating costs. They are about the marathon, not the sprint—and understand that partnership and innovation takes time through investment in people and ideas.

**GLI Advisors** is RNW's exclusive construction manager on all developments and is made up of a team with backgrounds in General Contracting, Geotechnical Engineering, and Real Estate Development. GLI is an essential team member on Related projects and drives long-term value by applying best practices and expertise from early design until after building completion learned from their management of over 3,000 new units built or in progress and rehabilitation of over 3,800 units completed or in progress.

3. *Has the project team or a team member done similar projects to that for which you are seeking funds for through this application:*

a. *Number of similar projects completed:* 15 Projects

b. *Please describe the similar projects completed (Links to projects are fine):*

Please see attached comparable project list provided in document 9-17.

c. *Please describe current projects underway and their status. How will you manage additional projects?*

Related Northwest currently has one project under construction, three projects that will close in early 2023, and three others in predevelopment closing 2024 (including Hillside Park). Our team is well positioned to manage this pipeline.

4. *Number Units Placed in Service: 308 Units*

### Property Management

5. *Briefly summarize the management plan for this project. Include any innovation or benefit within the management structure for the project. Explain why the management structure is innovative for the proposed project. Be sure to address facility maintenance, on-site management, and services provided:*

Quantum Residential will provide management services at Hillside Park – Phase I. Quantum Residential currently manages 4,088 units of Affordable Housing with various combinations of program layers including LIHTC, HOME, Rural Development, HUD Section 8, Section 811, Section 202 PRAC, CDBG, OAHTC and others. Vice President Felicia Poe has been in the Affordable Housing industry for 20+ years, as has Quantum’s Director of Affordable Property Management Alana Coon. Compliance Director Margaret Campbell recently joined Quantum and has worked exclusively in the Affordable Housing industry for 20+ years as well..

Quantum’s supervision of site staff is generally structured as follows. The Regional Portfolio Manager supervises site staff, with support from the Assistant Portfolio Manager, Maintenance, Compliance, and Accounting personnel. Portfolio Managers conduct weekly visits that include inspections of common areas and site office, as well as review of financials and maintenance logs and work orders. The Compliance department reviews and approves all certifications and provides ongoing training on the program layers specific to each property. Each property is appointed an Accounting Specialist as well. Note that the management plan has not been fully developed as the project is still in the design stage.

In addition to Quantum’s work onsite, NHA and HACC will bring additional services to the property to enhance the residents’ experience at the property. These services are discussed in more detail in the sections below.

6. *Explain your marketing strategy and the tenant selection process, including the establishment and management of the waiting list.*

Please see the Inclusive Leasing Practices section included above.

7. *Describe your organization’s experience with income verification and required documentation.*

All applicants are screened by a third-party screening company for credit, criminal, and background history. Denied applicants have the option to appeal, appeals are processed by the Quantum Appeals committee. The Site Manager does intake with the Applicant for the Affordable Housing portion of the application process and sends the file to Compliance for review, provides follow-ups as needed, and Compliance determines if approved or denied for program eligibility.

Additionally, Quantum has recently expanded its Compliance Department to include a Full time Director and three full time Compliance Specialists, all having extensive experience (10-20 years each) in multiple programs. The Compliance staff utilizes Yardi Software for cert processing, reporting, and TRACs submissions, and employs various supplemental systems to monitor more nuanced aspects of the programs.

8. *Discuss the management agency's ability to efficiently maintain additional properties and assets.*

Quantum is actively prepared to expand its footprint in the Portland metro, as well as hire and train competent staff members as needed. Because Quantum is also managing Hillside Manor, they will already have familiarity the property and experience working with HACC.

9. *Will management be provided on site?*

a. *If yes, form of management:*

- Resident Manager(s) - Number of units:  
 Management office (Business Hours Only)  
 Management office (24 hours)

*Other, Describe:*

b. *If no, describe your service area and how this project fits within your organization's capacity.*

10. *List the names of key property management staff, their titles, and their years of experience.*

Name	Title <i>(e.g., project manager, intake staff)</i>	Years of Experience in Property Management
Kalib Locke, Quantum	President/CEO	15
Felicia Poe, Quantum	Director of Property Management	16
Alana Coon, Quantum	Senior Regional Portfolio Manager	22

11. *Please describe the experience in serving the targeted population(s) that a development team member (or members), the property management team, or a partner organization have.*

RNW works to serve target populations at each of our properties including communities of color that have historically been underrepresented. We forge strategic partnerships to conduct outreach and provide culturally responsive and/or specific services during the entire development process. Collectively, RNW, NHA, and HACC are all value-aligned in their commitment to delivering high quality, service enhanced affordable housing to low-income households. The Partners collectively represent some of the most experienced firms and organizations in the field.

Quantum Management has extensive experience managing affordable housing communities throughout the region. Their team currently oversees some 6,000 units at 50+ properties in Oregon and Washington. RNW understands that Hillside Park – Phase I will have nuances in the services plan, ownership structure, and will serve specific demographics (individuals from marginalized communities, seniors, individuals living with disabilities, and families), including former public housing residents. Fortunately, Quantum has worked

with a number of local housing authorities, including HACC. The manager currently manages Hillside Manor, the HACC-owned tower neighboring Hillside Park.

### **Fair Housing and Cultural Competency**

- 12. Explain how your organization and property management staff stay educated about fair housing issues?*
- 13. Describe how your organization/ ownership entity ensures that property management staff provides culturally competent services in working with protected classes.*

The development team plans to advance racial equity on the site through concerted outreach and engagement, working with culturally specific service providers, and property management staff that is reflective of the sought after multi-cultural target population. Creating areas that are informed by community input from a broad array of stakeholders assists us in curating an inclusive environment at every level of the project.

The Partners all have extensive experience working with affordable housing fair housing rules and regulations and continue to educate their teams around these program elements. In atypical situations, RNW utilizes Cantor Taylor's Watt Taylor, an area expert in affordable housing fair housing, for additional support.

Quantum utilizes outside trainings most frequently via Oregon AHMA and MultiFamily Northwest, and also provides trainings in-house. A series of general and Fair Housing Trainings are required at hire and periodically through the Grow Multifamily Training program. Trainings focused on specific Affordable Program layers and related forms, policies, and procedures are provided both remotely and in-person by the Compliance Department.

- 14. Please describe how your organization/project team/ property management staff are working to broaden staff and board diversity and knowledge around cultural competency.*

Since its founding over 40 years ago as an affordable housing development organization, Related has been dedicated to forwarding equity by providing affordable rental housing, offering culturally relevant services to resident populations, partnering with an building the capacity of community based organizations, and ensuring equitable access to employment and contracting opportunities. RNW recognizes the powerful role we play in achieving racial equity and pursuing anti-racist policies and that historic practices have failed to achieve equitable outcomes. Our Hillside Park – Phase I proposal reflects intentional efforts to play a role in changing this reality by: partnering with culturally responsive providers like HACC and NHA; building upon pre-application community engagement; expanding economic opportunity for project partners through shared ownership of Hillside Park – Phase I; shared learning with our community engagement consultant (We All Rise) who will also be mentored through the development process.

Related Companies has strengthened training protocols that raise awareness on issues of equality and structural racism in the workplace. We are working to ensure that people from underrepresented groups are included in leadership positions and have programs in place to prioritize Black and MWBE businesses in our supply chain. A key measure Related has taken is implementing policies to increase the percentage of employees that are Black and/or women as well as from underrepresented groups including BIPOC communities at all levels of the organization. Related has also worked to identify barriers to retaining and promoting women and BIPOC community employees by raising awareness of unconscious bias and structural racism with new and strengthened training and with intentional job training, development, and retention programs.

**Related Northwest** is a women-led business with 50% of its staff members identifying as women and/or minority. The Related Companies are committed to racially diversifying our workforce, from the C-suite to entry-level positions. Related has targeted programs and hiring protocols in place that widen our applicant pool and increase the percentage of Black employees, women, Latinx, Native American and Asian applicants. See item 3-1 for more The Related Companies DEI efforts.

*15. Please describe if this proposal will include a partnership with organizations serving BIPOC, LGBTQI, or differently abled households. Attach support letters or other documentation of partnership.*

As discussed above, the services team includes NHA and HACC, two providers committed to delivering services to marginalized households. Both organizations have extensive experience in this service area and a broad network of prospective partners for Hillside Park – Phase I.

Below are providers and programs that HACC expects to integrate into Hillside Park’s service plan.

- Mental Health of Oregon – EVOLVE Program
- Clackamas County Departments/Programs, including the Senior Companion Program, Public Health Department, Transportation Reaching People, and Money Management Program
- Workforce and Housing Collaborative, including representatives from Clackamas Community College WorkSource, DHS TANF Family Self-Sufficiency program, C-TEC Youth Services, and Clackamas County Community Solutions
- Riverstone Behavioral Health
- Goodwill Job Connection
- Northwest Family Services
- Youth Programming via Trash for Peace, HomeForward, Because People Matter
- Garden & Food Security Coordination via Americorps, OHSU, Seed to Supper, Oregon Free Food Market

Additionally, provided below are providers and programs, as well as their organizational missions, that NHA anticipates incorporating into the project’s service plan.

- Sage Metro Portland – To create safe space for LGBTQAI+ seniors and their allies
- NAMI Clackamas – Offering culturally supportive mental health services
- The Living Room – Located in downtown Milwaukie, creating community where LGBTQAI2S+ youth thrive
- NW Family Services – Offering culturally supportive anti-poverty and social justice services
- New Hope Family Services – Recently funded with Clackamas Metro Supportive Housing Services dollars to offer housing stabilization services to BIPOC communities
- Urban League of Portland – Offering services to African-Americans and others to achieve equality in education, employment, health, economic security, and quality of life
- Native Youth and Family Center (NAYA) – Offering services to the Portland metro area Native American community
- Native American Recovery Association (NARA) – Offering alcohol and drug recovery programming, and supporting housing stability for the Native American community

#### Attachments

<input checked="" type="checkbox"/> 9-16. Partnership letters with organizations serving BIPOC, LGBTQI, or differently abled households
<input checked="" type="checkbox"/> 9-17. Comparable property list
<input checked="" type="checkbox"/> 9-18. Development Team Profiles



## Section 10 SERVICES

### Services Plan

1. *Describe the services to be provided at the development (if any).*
2. *Describe your case management or services model and how it leads to housing stability and self-sufficiency for the client. Explain how residents may participate in decision making processes.*

RNW understands that resident services are a vital component of enhancing the lives of residents, particularly families. The Partners have thoughtfully sought out ways to deliver services responsive to the community's needs. Services will be coordinated by a Resident Services Manager ("RSM") and provided in combination between NHA and HACC. The RSM may also engage third party providers for specific programs or services. All resident services programs and activities will be provided at no cost to residents

### NHA SERVICES AT BUILDINGS A & B

NHA, which is local to Milwaukie and thus has a deep understanding of the communities there, will provide comprehensive social services to the residents at Hillside Park. NHA's services will include: affordable rental housing development and preservations, permanent supportive housing, resident services, and, in Clackamas County specifically, operations of a family homeless shelter, case management, and housing stability supports such as rent assistance. In addition, NHA works in partnership with a multitude of dedicated service provider organizations for mental health, culturally specific, enrichment, addiction and recovery and senior services that they will enlist based on the needs of the residents at Hillside Park.

NHA will provide general services to all residents, delivered through the service providers' culturally responsive and culturally specific platforms. The operating budget includes staffing for an on-site RSM who will develop a services program customized to the resident population. Service program development will be based on input from stakeholders, including, residents through surveys; the service providers, and the management staff.

As a homeless service provider in Clackamas County, NHA also has a specific Pathways program that provides rent assistance and intensive case management to stabilize people living with mental health challenges in the current housing environment. With housing retention as the primary goal, Pathways is staffed by an experienced Case Manager and a Peer Support Specialist who work county-wide among thirty plus households working with landlords and individuals to ensure people remain stable in their housing. NHA expects this program to grow under the Metro Supportive Housing Services bond and to be available to residents of the Hillside Park.

Overall, a wide range of wraparound services will be delivered including, but not limited to: financial planning, case management, skill building and income generation, housing stability, family and self-sufficiency, supported employment, and any other needed referrals and resources.

The services plan will include, but is not limited to:

- Office Hours will be posted on the Resident Services Office in several languages
- Resident Services Manager will be onsite on regularly scheduled days and time
- As new residents are leased apartments, RSM will provide an orientation of the services available onsite and informed about our Information and Referral Services

- If residents are interested, an Intake and Assessment will be conducted to identify specific family or individual needs and if necessary, provide referrals to county/state or other CBO for services
- Systems Navigation sessions will be offered for those who need it (how the schools, social services, jobs, etc., systems work and how to access them)
- Regular events will be advertised such as monthly birthday celebrations, food bank delivery days, cultural event celebrations will be posted
- A resident advisory committee will be formed to help disseminate information in various languages
- All Resident Services are optional

Goals for the service plan include:

- Community Building Events and Programming – Engage and enhance the experience of the residents in the community to gain a sense of safety and inclusion.
- Information and Referral Services – Connect residents to relevant resources and information as available.
- Career and Workforce Training and Placement – Promote self-sufficiency where appropriate
- Economic Mobility Services – Provide onsite government services such as social security information, OHP enrollment, LIF public transit fare, etc.

The service Provider will specifically be responsible for:

- Staff Resident Services Office during regular hours
- Provide facility-wide information of services
- Conduct Intake and Assessment Services to assess needs
- Case-manage and refer to outside agencies where appropriate
- Meet with Building Management staff monthly to identify and solve issues, create communication process, and establish mutual goals

To ensure adequate services for the project operating budget currently assumes a \$350 per unit per year operating expense.

### **HACC SERVICES AT BUILDING C**

HACC will not only have an administrative office in Building C, which will facilitate connections between residents and public housing authority staff, but will also provide culturally responsive services to residents. Recognizing that the right level of services will inevitably vary from one household to the next, and that families' needs will evolve over time, HACC is planning to provide resident services and service coordination that can be tailored to meet the diverse needs outlined above. Services will be culturally responsive and rooted in a Trauma Informed Care approach to service delivery. Moreover, the HACC services team understands that their staff will not be able to deliver all necessary services internally and will therefore coordinate with other providers in order to offer Building C residents an array of resources. At Hillside Manor, the neighboring HACC-owned residential tower, the services team has regular supportive health programming through the Clackamas County Public Health department and provide access to reliable transportation for vulnerable households living with disabilities through the county's Transportation Reaching People (TRP) program.

Anticipated services at Hillside Manor will fall under five broad categories:

**Support to Vulnerable Residents:** Supporting vulnerable households begins with HACC's on-boarding process. At move-in, new residents are referred by management to service team for an orientation and for a basic needs assessment. As part of the assessment, residents are asked about past experience with homelessness and whether they are in need of food, clothing and furniture, transportation, healthcare, and other basic services. In addition to being able to make appropriate referrals, this meeting is also designed to provide a positive introduction to staff and the community. Making positive connections with new residents who may be vulnerable is also a way to do early eviction prevention.

**Eviction Prevention:** At other HACC properties, the services team has an established and proven eviction prevention strategy that the housing authority intends to utilize for Building C residents. The services team will hold eviction prevention team meetings every other week with the property manager, service coordinator, and an eviction prevention case manager in order identify residents at risk of eviction due to challenges like non-payment of rent, escalating health or mental health conditions, concerns related to a resident's ability to maintain their home or conflicts with neighbors. The eviction prevention case manager provides early outreach and intensive case management to address these issues and works to link residents to services and outside resources including MHOA Evolve Peer Services, Clackamas County Senior Companion, Money Management, Energy Assistance, mental health and health services, rental assistance programs, and mediation services.

**Economic Empowerment:** HACC's engagement with existing Hillside Park residents has found that many households are interested in finding employment both to supplement their SSI/SSDI income and as a way to play a meaningful role in the community. As a part of economic empowerment programming, residents are asked about their employment and education goals at move-in as part of the basic needs assessment. For interested residents, a follow up meeting is scheduled to talk about the range of services available and to develop an action plan to move forward with their career goals. Service coordination with community programs is provided to address specific barriers that residents might have to employment including the need for benefits planning, addressing criminal background issues, gaps in employment history, computer and industry specific skills development and increasing effective job search skills. Residents are connected to a host of local workforce programs such as Workforce Services at Clackamas Community College, Vocational Rehabilitation Services, Goodwill Job Connections, Dress for Success and the WIN Network for employment related disability benefits planning.

**Health, Wellness & Community Building** Because many residents experience social isolation in addition to the stress of managing health and/or mental health conditions, health, wellness, and community building activities are a particularly important aspect of our resident services programming. Hillside Manor already has a number of community activities already in place that the service staff hope to make accessible to and expand for Building C residents. For instance, close to half of residents are currently engaged with the community garden behind the Manor. During the growing season, resident gardeners grow and tend their own gardens, participate in monthly potlucks, seasonal work parties and a five-week Seed to Supper Garden Class that is hosted by the Oregon Food Bank. Other health and wellness activities at Hillside Manor include a resident lead weekly walking group. HACC also partners with the Providence Milwaukie Community Teaching Kitchen in which a number of residents have received nutrition counseling and have participated in their Plan, Shop, Cook, Save Food Resource Management workshops.

**Information & Referral** Finally, providing information and referrals about a range of community resources, in addition to those listed above, is also part of HACC's resident services plan. The service teams does this primarily through the housing authority's quarterly newsletter, the Catch-all Chronicle. Through the

newsletter, staff also often highlight resident successes, promote exciting opportunities, and provide updated information about re-development efforts.

**PROVIDENCE MILWAUKIE**

Our team recognizes the existing relationship between Providence Hospital, which lies across the street from the site, and HACC resident services. Our service team will seek to leverage and grow this relationship to expanding programming and promote health and wellness for the residents at Hillside.

- 3. *If in Section 3, you indicated that your organization is working with a referral agency, describe the focus and service areas of the referral agency:*

HACC, which has a reach across Clackamas County, will refer prospective residents to the property.

- 4. *If in Section 3, you indicated that your organization is **NOT** working with a referral agency, describe how individuals and families will find out about your program:*

In addition, residents will be informed about available services through the following mechanisms. The management team will notify residents about service offerings during the lease-up process, as this is a key point of contact when certain resident needs may be identified. Our service providers will also use highly visible and centrally located community bulletin boards to advertise their services. They may also provide information on services via regularly distributed communication like newsletters. Community events will also create opportunities to discuss services and increase service visibility onsite.

**Service Provider Agencies**

*If services will be provided by another agency, provide the name of the organization that will provide the services, the roles, and responsibilities of the agency, and who will be the lead.*

Service Provider	Role/ Responsibility	Lead at Service Provider
Northwest Housing Alternatives (NHA)	Case Management	Scott Brumitt
Housing Authority of Clackamas County (HACC)	General Services	Elizabeth Miller

- 5. *Describe how coordination of services will be handled between the agencies, and whether the service provider will contribute program funding to the development. (Attach services funding commitment letters if applicable.)*

Related, Quantum, NHA, and HACC will all work in close partnership and with clearly defined roles to provide the best possible service to the Hillside Park residents. Related will oversee the asset management of the property, Quantum will serve as the property manager, NHA will provide onsite social services, and HACC will provide administrative support to residents in the project-based units.

- 6. *If the service provider is different than the property management entity, please explain how the service provider organization will provide culturally competent services that meet the needs of the proposed population.*

NHA’s Resident Services team provides culturally responsive services to our diverse resident population. With Spanish and Russian language capacity on the team, we are able to provide interpretation and translation of all written materials including flyers, newsletters, resource information, and program impact surveys. For languages spoken at properties that are not able to be accommodated internally, we contract with IRCO’s International Language Bank to provide appropriate interpretation and translation for our residents. NHA’s Resident Services team has the same high level of reported satisfaction in its clients regardless of race, and communities of color have been more likely to access its services than the general population indicating comfort and deep coordination of services into minority communities.

- 7. *Describe how the service provider’s staff and board reflect the population that will be served, and how your organization is working to broaden staff and board diversity and knowledge around cultural competency.*

NHA is a recognized affordable housing industry leader in social equity procurements, social equity practices, and implementation. Housing Oregon selected NHA twice as its “Strides for Equity” award winner for their innovative equity plan and implementation. Recently, NHA has won an award from Meyer Memorial Trust to deepen their social equity work’s impact. NHA’s Equity Policy reflects an intentional and collective commitment to apply social and racial equity and justice learnings to their mission of creating opportunity through housing. NHA recognizes that a lens to equity is a requisite foundation to achieve the best possible outcomes in their work and for their clients. This work is integrated at every level of their organization with each department setting goals and monitoring successes. Recent efforts include development projects that have achieved well above the industry targets for Disadvantaged/ Minority/ Women/ Emerging Small Business and Service Disable Veteran - owner Business Enterprises (DMWESBSDV) participation (Pomeroy Place 60%, and NHA Campus 32%) and a top to bottom review of their employment practices with a Social Equity Consultant.

HACC’s 2022 Annual Plan makes explicit goals around delivering diversity, equity, and inclusion trainings for public housing authority staff. Additionally, the plan commits to increasing trainings around Trauma Informed Care and Fair Housing. The Housing Authority understands that education is a critical component to delivering the highest quality and most culturally responsive services possible. The PHA will also continue to seek out opportunities to develop a staff that is reflective and representative of housing authority residents.

**Attachments**

<input checked="" type="checkbox"/> 10-5. Memorandum of Understanding with Service Provider/Referral Agency* * MOU provided for HACC’s services
<input type="checkbox"/> 10-6. Services funding commitment letters*

*\* Note that RNW is underwriting the services funding in the project’s operating expenses. HACC is also anticipating providing internal funding for services.*





**Commercial / Retail**

1. Eric's Market (0.5 mi)
2. QFC (2.8 mi)
3. Grocery Outlet (3.4 mi)
4. Town and Grocery Deli (1.0 mi)
5. New Seasons (2.3 mi)
6. Winco (3.4 mi)
7. Safeway (1.0 mi)  
(King Road Shopping Center)
8. Costco (3.7 mi)

**Industrial Facilities**

1. Tice Industries (1.8 mi)
2. McClure Industries Inc. (2.1 mi)
3. CoolSys Commercial & Industrial Solutions (1.9 mi)
4. Milwaukie Business-Industrial (1.9 mi)

**Schools**

1. John the Baptist Catholic School (0.9 mi)
2. Milwaukie El Puente Bilingual School (1.0 mi)
3. Seth Lewelling Elementary School (1.7 mi)
4. Ardenwald Elementary School (1.0 mi)
5. Campbell Elementary School (1.5 mi)
6. Milwaukie High School (1.0 mi)
7. Sellwood Middle School (2.2 mi)
8. Lane Middle School (2.9 mi)

**Transportation**

1. SE 32<sup>nd</sup> & Hillside (0.2 mi)
2. SE Harrison & 31<sup>st</sup> (0.4 mi)
3. SE Harrison & 24<sup>th</sup> (0.8 mi)
4. SE Main & Beta (1.9 mi)
5. SE Tacoma & Johnson Creek Max (1.7 mi)
6. Milwaukie & Main St Max (1.2 mi)
7. OR-224 E/Milwaukie Expy. (0.5 mi)
8. 99E – SE McLoughlin Blvd (1.1 mi)
9. I-205 (3.8 mi)
10. Portland International Airport (14.7 mi)

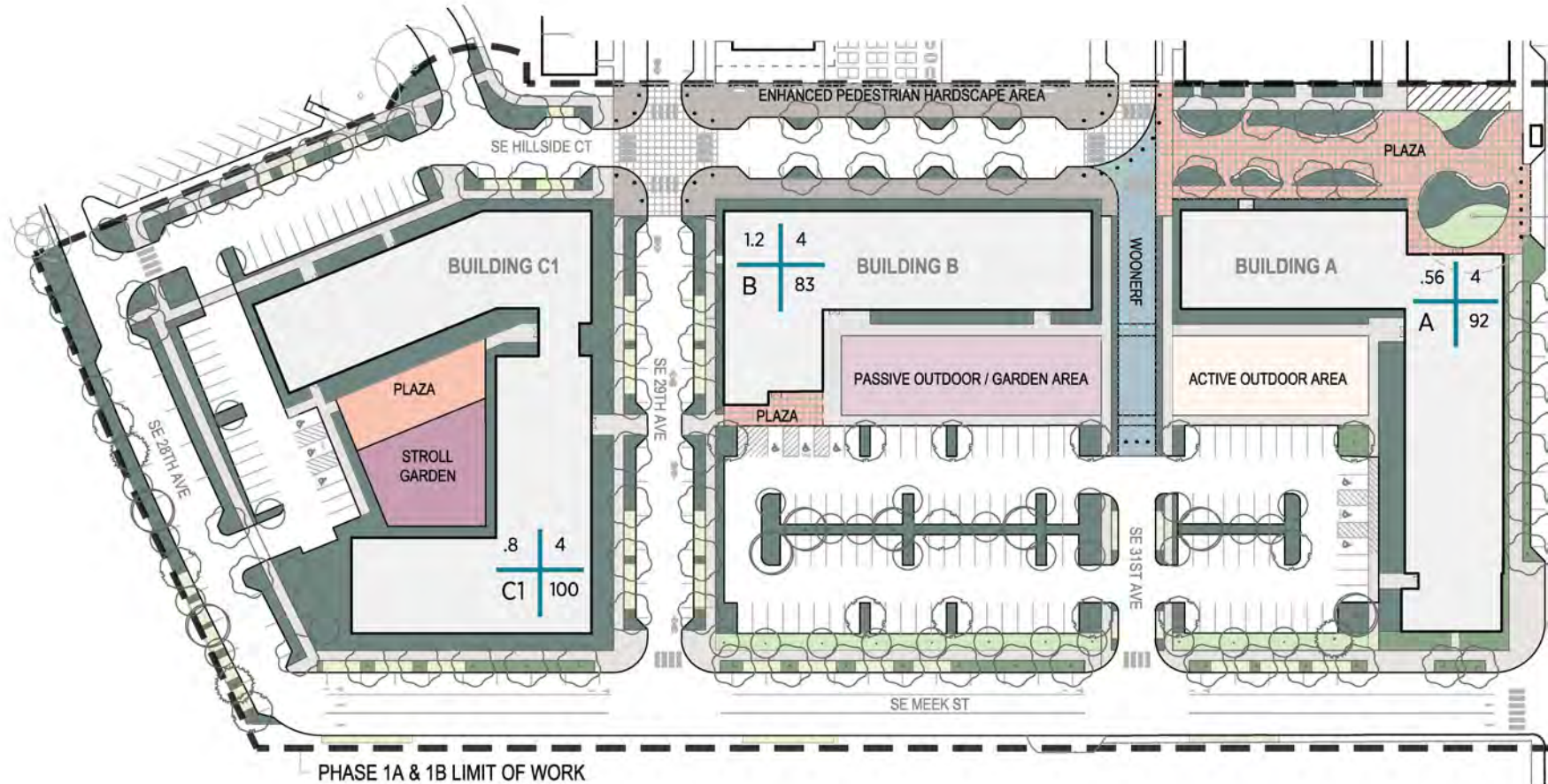
**Health / Public Service**

1. Neighborhood Health Center – Milwaukie Dental Clinic (0.3 mi)
2. Providence Milwaukie ER/Hospital (0.3 mi)
3. Clackamas Fire District Station 2 (0.4 mi)
4. Milwaukie Police: East Precinct (0.7 mi)
5. Ledding Library (0.9 mi)
6. Little Free Library & Seed Share (1.0 mi)
7. Flow Natural Healthcare (1.2 mi)
8. Multnomah County Library – Sellwood (2.5 mi)
9. Portland Fire & Rescue Station 20 (2.5)
10. Oregon State Police (3.8 mi)
11. Department of Human Services (3.9 mi)

**Recreational**

1. Balfour Park (0.4 mi)
2. Water Tower Park (0.7 mi)
3. Milwaukie Park & Recreation (0.8 mi)
4. Minthorn North Natural Area (0.9 mi)
5. Scott Park (1.1 mi)
6. Milwaukie Bay Park (1.3 mi)
7. Spring Water Trail (1.9 mi)
8. Johnson Creek City Park (2.1 mi)
9. Westmoreland Park Sports Fields (2.1 mi)
10. North Clackamas Aquatic Park (3.1 mi)





PHASE 1A & 1B LIMIT OF WORK

NO

## A. SUBJECT PARCEL – HILLSIDE PARK

Hillside Park is comprised of 100 individual structures shown at right. The buildings were originally constructed in the early 1940s. Hillside Manor, a separate public housing authority property, is the eight-story tower.



### Type A: One-bedroom duplex 10 units

Historic characteristics:  
Rectangular plan, symmetrical  
façade, side-gable roof with two  
brick chimneys, cedar bevel  
siding, corner boards, multi-lite  
wood windows, paneled front  
door, and shed roof "shelter."





**Type B-1: Two-bedroom duplex**  
**4 units**

Character defining-features:  
 Rectangular plan, symmetrical  
 façade, side-gable roof with two  
 brick chimneys, cedar bevel  
 siding, corner boards, multi-lite  
 wood windows, paneled front  
 door, shelter, covered side  
 entrance.



**Type B: Two-bedroom house**  
**22 units**

Historic characteristics:  
 Rectangular plan, asymmetrical  
 façade, side-gable roof with  
 brick chimney, cedar bevel  
 siding, corner boards, multi-lite  
 wood windows, paneled front  
 door, and covered side  
 entrance.



**Community Center**

Character-defining features: T-  
 shaped plan, cross-gable roof  
 with brick chimney, cedar  
 shingle and beveled horizontal  
 board siding, multi-lite wood  
 windows, and paneled front  
 door.





**B. SITE CONTEXT & ADJACENT PROPERTIES**

**Hillside Manor**

Character-defining features:  
Rectangular plan, tall multi-story form with dual wings, flat roof, concrete construction, and aluminum windows.



The Ardenwald residential neighborhood lies north of the subject parcel and is characterized by single-family homes.



Properties south of the subject parcel, including the former plywood manufacturing site



Providence Milwaukie Hospital, which lies to the east of the subject parcel, is shown in the left-hand side of the image.





## Hillside Master Plan for Housing Opportunity



# Community Engagement Strategy

10/1/2018

## Overview

This document describes the strategy for engaging residents, neighbors and the broader community in the Hillside Master Plan process. It includes the following sections:

- Community engagement goals and objectives
- Key messages
- Stakeholder interests and needs
- Engagement tools and tactics
- Evaluation and metrics

A schedule of community engagement activities and milestones for the entire project is presented in Appendix A. This plan is a living document and this schedule is subject to change. The strategy will be revisited and refined throughout the project as needed.

This community engagement plan was informed by the following (full summaries are available in the appendices):

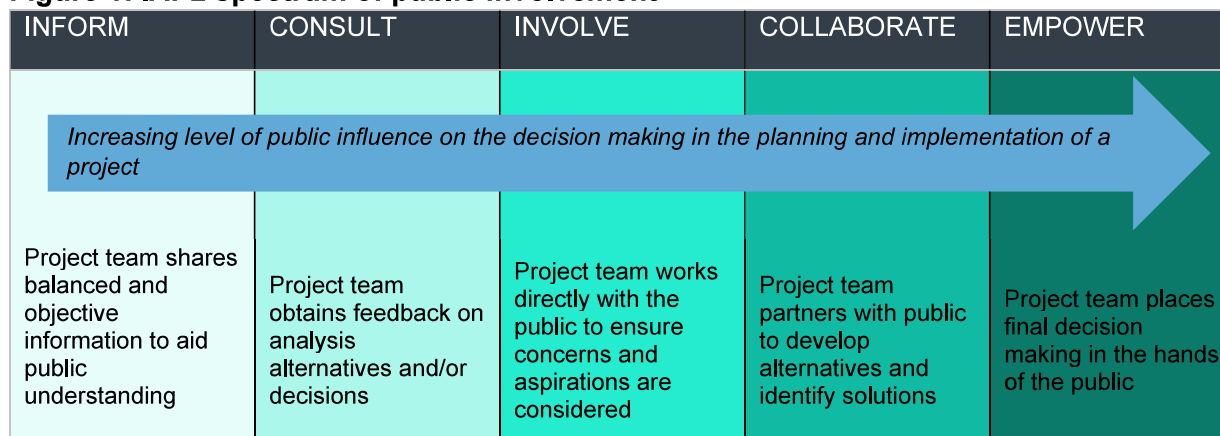
- Demographic analysis of the Hillside site and broader City of Milwaukie (Appendix B)
- Interviews with seven key stakeholder groups conducted in August 2018 (Appendix C)
- A resident listening session held on September 5, 2018, attended by just over 40 people (Appendix D)

To ensure the Hillside Master Plan project employs community engagement best practices, this strategy has been prepared in alignment with the principles and values of the International Association for Public Participation (IAP2). The IAP2 spectrum of public participation classifies the level of public influence on decision making in the planning and implementation of a project (adapted spectrum shown in Figure 1; full IAP2 spectrum presented in Appendix E). At various points in this process and when dealing with different stakeholder groups, public engagement will occur at the **inform**, **consult**, **involve** and **collaborate** levels. At the far right-hand side of the spectrum, "empower" refers to having the public make the final decision on the project. While the project team will collaborate with stakeholders to help develop and identify solutions, final decision-making authority lies with the County.



## Community Engagement Strategy

**Figure 1: IAP2 spectrum of public involvement**



Throughout this plan, these terms will be used to indicate which level of the spectrum is applicable.

### Community engagement goals and objectives

The community engagement goals of the Hillside Master Plan project are as follows:

- **Raise awareness and understanding:** Clearly communicate project purpose, process and objectives to ensure the public can participate in an informed, educated way.
- **Conduct an accessible, inclusive engagement process:** Employ tactics and tools that engage all identified stakeholder groups throughout the project and reduce barriers to participation.
- **Build trust, credibility and relationships:** Use the master planning process to bring people together and create a foundation for future engagement at Hillside.
- **Authentically and transparently incorporate community feedback into design:** Develop a master plan that is responsive to the feedback we receive.
- **Close the feedback loop:** Explain to the community how their input was used throughout the planning process and how public feedback informed the overall vision.

**Project goals:**

- Comprehensive public engagement
- Procurement of highly qualified development and design team
- Creation of physically and financially viable master plan
- Land use approval and alignment with City of Milwaukie Comprehensive Plan
- Successful funding awards

These community engagement goals compliment the overall goals of the master plan project (see sidebar).

### Key messages

The following key and supporting messages should be used by all members of the project team when engaging with the public to ensure consistent tone and characterization of the project. These messages may be expanded upon or added to in certain circumstances and as new

## Community Engagement Strategy

information arises. Audience should always be considered when selecting exact word choice and language.

In addition to these key messages, a specific set of frequently asked questions (FAQs) has been developed for Hillside Residents (Appendix F). These FAQs will be updated throughout the project as needed.

**Project vision and scope: The Hillside Master Plan will set the vision for a vibrant mixed-use, mixed-income community that preserves and rebuilds existing affordable housing at the site, while creating opportunities for expanded housing choice and type.**

- The master plan will include up to 400 new affordable housing units, community gathering space, enhanced outdoor recreation areas and greenspace, and other amenities that will serve both Hillside residents and neighbors.
- Mixed-use refers to a combination of housing and businesses, retail, office space or other services.
- The master plan will improve public spaces at Hillside and provide a range of recreational and greenspaces for residents and neighbors to enjoy.
- The project will complement County-wide goals for affordable housing.
- Hillside Manor, the nine-story tower in the Hillside community, will remain in place as part of this master plan, but the area around the Manor (called Hillside Park) will be reimagined. Improvements to Hillside Manor will happen as a separate project.
- Current Hillside residents will be centered throughout the engagement process and highly involved in the development of the master plan. All current Hillside residents will be guaranteed a right to return to the community once the new homes are completed.

**Why Hillside? There is significant opportunity to add housing and amenities for current and future residents at the 16-acre Hillside site.**

- The homes at Hillside Park were built in 1942 to serve as temporary housing for the local workforce. Over the years, the homes have been maintained but they are now in need of major repair. There is an opportunity to redevelop Hillside Park to provide more housing onsite and help meet housing demand.
- The City of Milwaukie and the County have also seen many changes during this time, including more people living in this area and higher housing costs. There is a need to build more housing to meet the needs of our current and future community members.
- Hillside's proximity to essential services, transit connections, downtown Milwaukie and Southeast Portland make it the ideal location for expanding housing options.
- The City of Milwaukie and Clackamas County are actively developing strategies to plan for growth, address rapidly increasing housing costs, and improve quality of life for current and future residents. The Hillside Master Plan is an important part of this community-wide conversation.

**Human-centered, resident driven approach: A robust community engagement strategy will involve Hillside residents, neighbors and stakeholders in creating a vision for the site.**

- Engagement efforts will center on Hillside residents to ensure the master plan reflects their needs and values.
- Public involvement opportunities will be transparent and accessible.

## Community Engagement Strategy

- Community members can provide feedback at any time via the project website or by contacting Mary-Rain O'Meara, Housing Development Coordinator, at 503-650-3140 or [momeara@clackamas.us](mailto:momeara@clackamas.us)

**Support for current residents: The Housing Authority of Clackamas County (HACC) is committed to supporting its residents through any transition related to the redevelopment of this site.**

- It is likely that residents at Hillside Park will need to be temporarily relocated to new accommodation to allow for homes to be demolished and rebuilt.
- To ensure a smooth move, a relocation counselor and professional movers will be available to each resident, who will help make a plan for each household. All expenses related to relocation, including replacement housing payments and moving services will be paid by HACC.
- It is HACC's goal to minimize disruption to the current Hillside residents during the redevelopment. To achieve this, a phased development approach will be explored that could allow for most residents to remain at the community while the new homes are being built.
- All current Hillside residents will be guaranteed a right to return to the community once the new homes are completed.

**Project timeline: The Housing Authority of Clackamas County (HACC) seeks to adopt a comprehensive master plan by summer 2019.**

- There will be opportunities for community engagement and input between September 2018 and May 2019.
- After the Hillside Master Plan is completed, the HACC will apply for funding to move forward with development, which could take up to an additional year, due to the design, permitting and funding timelines. The earliest construction would begin in 2021.

## Stakeholder interests and needs

This strategy recognizes the multi-faceted "public" involved in this process. To develop a vision through this master plan that is truly human-centered, this strategy must consider the unique needs and circumstances of those who might be affected or have a stake in the eventual redevelopment of Hillside.

The Hillside Master Plan will most directly impact the current residents and the agencies who serve them; followed by immediate neighbors and the broader Milwaukie community (including government, services and businesses); and finally regional actors and agencies that oversee services or amenities near the area. The orbit diagram below (Figure 2) shows these varying levels of impact, which effects the tools, tactics and strategies selected to engage these populations.

## Community Engagement Strategy

**Figure 2: Orbits of participation on the Hillside Master Plan project**

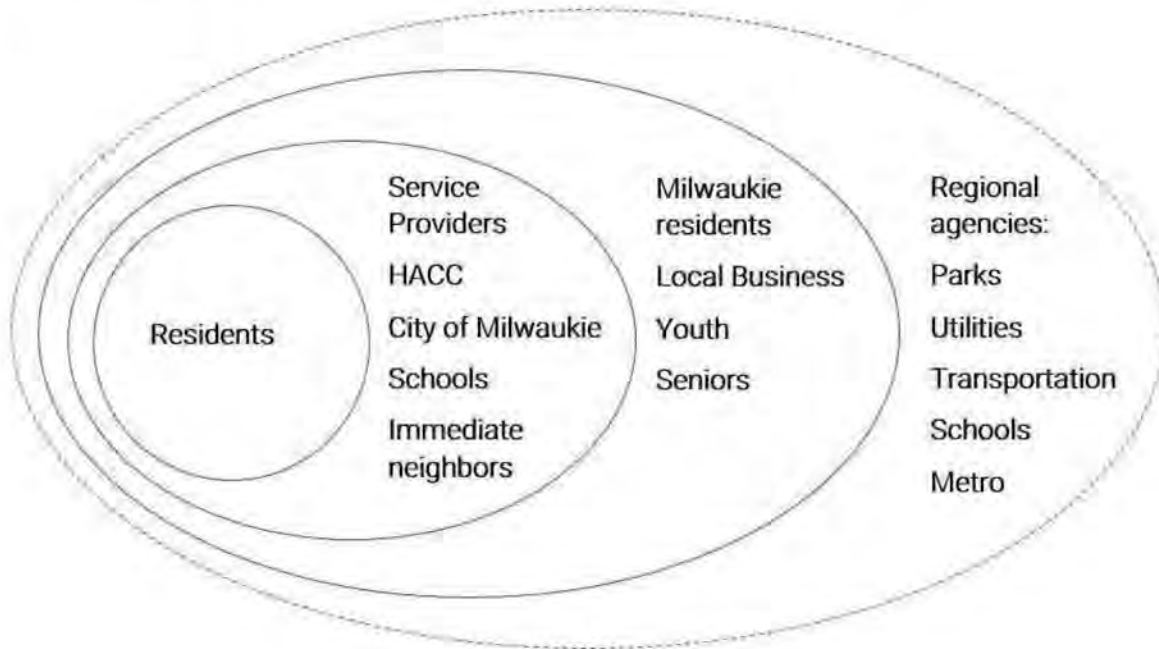


Table 1 summarizes the current list of stakeholder interests identified for engagement as part of this process, including key organizations and contacts and things to consider when engaging these groups.

**Table 1: Stakeholder interests, contacts and considerations**

<i>Stakeholder interests</i>	<b>Key organizations and contacts</b>	<b>Engagement considerations</b>
<i>Residents</i>	<ul style="list-style-type: none"> <li>Hillside Manor Residents Association</li> <li>Residents on the stakeholder advisory committee</li> </ul>	<ul style="list-style-type: none"> <li>Mobility needs</li> <li>Vision accessibility</li> <li>Time and location of events</li> <li>Russian and Spanish language needs</li> </ul>
<i>Property management staff</i>	<ul style="list-style-type: none"> <li>Hillside property managers</li> </ul>	<ul style="list-style-type: none"> <li>Need timely updates as or before residents receive information so they can answer questions</li> </ul>
<i>City of Milwaukie</i>	<ul style="list-style-type: none"> <li>Community Development Department</li> <li>City Manager's Office</li> <li>City committees (PSAC, ArtMOB, Tree Board, CPAC)</li> <li>Ledding Library</li> </ul>	<ul style="list-style-type: none"> <li>Align engagement process with Comprehensive Plan and other City public involvement efforts</li> <li>Ensure consistency with City policies and goals</li> </ul>
<i>Clackamas County</i>	<ul style="list-style-type: none"> <li>HACC</li> <li>Behavioral Health Division</li> <li>Public and Governmental Affairs</li> <li>Board of County Commissioners' office</li> </ul>	<ul style="list-style-type: none"> <li>Ensure consistency with County policies and goals</li> </ul>
<i>Service Providers</i>	<ul style="list-style-type: none"> <li>HACC (Jemila Hart)</li> <li>Oregon Food Bank</li> <li>Public Health Division</li> </ul>	<ul style="list-style-type: none"> <li>Time and availability (consider focused outreach)</li> </ul>
<i>Ardenwald neighborhood</i>	<ul style="list-style-type: none"> <li>Ardenwald Neighborhood District Association</li> <li>Ardenwald Elementary PTO</li> </ul>	<ul style="list-style-type: none"> <li>Desire frequent, transparent updates and information</li> </ul>



## Community Engagement Strategy

		<ul style="list-style-type: none"> <li>Legacy of previous engagement processes</li> </ul>
<i>Seniors</i>	<ul style="list-style-type: none"> <li>AARP</li> <li>Milwaukie Center</li> </ul>	<ul style="list-style-type: none"> <li>Mobility and accessibility needs</li> <li>Technological barriers</li> </ul>
<i>Youth</i>	<ul style="list-style-type: none"> <li>North Clackamas Youth Advisory Council</li> <li>Ardenwald Elementary students</li> <li>Milwaukie High School students</li> <li>El Puente (bi-lingual school) students</li> </ul>	<ul style="list-style-type: none"> <li>Accessibility of information</li> <li>Activities need to be engaging and relevant</li> </ul>
<i>Milwaukie Russian/Ukrainian community</i>	<ul style="list-style-type: none"> <li>Hillside residents</li> <li>Eben-Ezer Russian Gospel Church</li> </ul>	<ul style="list-style-type: none"> <li>Translation and interpretation needs</li> <li>Work with trusted organizations and liaisons to spread the word</li> </ul>
<i>Milwaukie Latino/a/x community</i>	<ul style="list-style-type: none"> <li>Wichita Center, Ready, Set, Go! Program</li> <li>GracePointe church</li> <li>Latino Network</li> </ul>	<ul style="list-style-type: none"> <li>Translation and interpretation needs</li> <li>Work with trusted organizations and liaisons to spread the word</li> </ul>
<i>Milwaukie Vietnamese community</i>	<ul style="list-style-type: none"> <li>Vietnamese community of Oregon (VNCO.org)</li> </ul>	<ul style="list-style-type: none"> <li>Translation and interpretation needs</li> <li>Work with trusted organizations and liaisons to spread the word</li> </ul>
<i>Neighboring landowners</i>	<ul style="list-style-type: none"> <li>Murphy site owner and rep</li> <li>Providence Milwaukie</li> </ul>	<ul style="list-style-type: none"> <li>Time and availability (consider focused outreach)</li> </ul>
<i>Local business and economic development</i>	<ul style="list-style-type: none"> <li>Milwaukie Café and Bottle Shop</li> <li>32<sup>nd</sup> Street Market</li> <li>North Clackamas Chamber of Commerce</li> <li>City of Milwaukie Community Development</li> </ul>	<ul style="list-style-type: none"> <li>Time and availability (consider focused outreach)</li> </ul>
<i>Public safety</i>	<ul style="list-style-type: none"> <li>Milwaukie Police Department</li> <li>Milwaukie Fire Department</li> </ul>	<ul style="list-style-type: none"> <li>Time and availability (consider focused outreach)</li> </ul>
<i>Metro Health</i>	<ul style="list-style-type: none"> <li>Metro contract manager</li> <li>Providence Milwaukie</li> <li>Clackamas County Public Health</li> </ul>	<ul style="list-style-type: none"> <li>Ensure alignment with grant goals</li> <li>Time and availability (consider focused outreach)</li> </ul>
<i>Food access</i>	<ul style="list-style-type: none"> <li>Oregon Food Bank</li> <li>Milwaukie farmer's market</li> </ul>	<ul style="list-style-type: none"> <li>Time and availability (consider focused outreach)</li> </ul>
<i>School leadership and staff</i>	<ul style="list-style-type: none"> <li>Ardenwald Elementary staff</li> <li>North Clackamas School District</li> <li>El Puente staff</li> <li>Portland Waldorf School</li> </ul>	<ul style="list-style-type: none"> <li>Time and availability (consider focused outreach)</li> </ul>
<i>Transportation</i>	<ul style="list-style-type: none"> <li>TriMet</li> </ul>	<ul style="list-style-type: none"> <li>Time and availability (consider focused outreach)</li> </ul>
<i>Parks and recreation</i>	<ul style="list-style-type: none"> <li>North Clackamas Parks and Recreation</li> </ul>	<ul style="list-style-type: none"> <li>Time and availability (consider focused outreach)</li> </ul>
<i>Utilities</i>	<ul style="list-style-type: none"> <li>PGE</li> <li>Northwest Natural</li> <li>Railroad</li> </ul>	<ul style="list-style-type: none"> <li>Time and availability (consider focused outreach)</li> </ul>

## Engagement tactics and tools

The following tactics and tools will be utilized as part of the engagement strategy. The tables below describe each tactic, its purpose in this project, and roles and responsibilities associated with that tool. A matrix showing which tools will be used to engage which audiences is included in Appendix F.

## Community Engagement Strategy

Table 2: Tools and tactics to *inform* the public

 <b>Inform</b>	<ul style="list-style-type: none"> <li>Tactics and tools used to <i>inform</i> stakeholders that provides clear and accurate information to detail the what, why, where, when, how of project milestones and decisions.</li> <li>These methods should also detail where further information can be found and who may be contacted to assist community members and stakeholders in their understanding of the information being shared.</li> </ul>	
<b>Tool/tactic</b>	<b>Purpose</b>	<b>Roles/responsibilities</b>
<b>Project fact sheet</b>	<ul style="list-style-type: none"> <li>Provide an overview of the project goals, process, timeline, and key contact information</li> <li>To be used at events and online as a general informational resource</li> </ul>	<ul style="list-style-type: none"> <li>Envirolssues develops and keeps fact sheet updated</li> </ul>
<b>Resident folio</b>	<ul style="list-style-type: none"> <li>Provide resident-specific overview information and answers to FAQs</li> </ul>	<ul style="list-style-type: none"> <li>Envirolssues develops and keeps folio updated</li> </ul>
<b>Briefings at key milestones</b>	<ul style="list-style-type: none"> <li>Provide in-person updates to community groups and organizations at key project milestones</li> <li>Build relationships and trust</li> </ul>	<ul style="list-style-type: none"> <li>HACC staff to provide briefings to agency staff, community groups, City and County committees, etc.</li> </ul>
<b>Event notification flyers</b>	<ul style="list-style-type: none"> <li>Notify residents and community members of upcoming engagement opportunities</li> <li>To be posted on resident doors, near laundry facilities, in Manor lobby and at key community locations as appropriate (e.g. Ledding Library, businesses at corner of Harrison and 32nd Ave, City buildings)</li> </ul>	<ul style="list-style-type: none"> <li>Envirolssues to draft content</li> <li>Clackamas County PGA to create layout and coordinate translation</li> </ul>
<b>Mailed postcards /letters/ newsletters</b>	<ul style="list-style-type: none"> <li>Inform residents and community members of decisions, project updates and upcoming engagement opportunities at key milestones</li> <li>To be mailed to residents and, as appropriate and budget allows, to Ardenwald residents</li> </ul>	<ul style="list-style-type: none"> <li>Envirolssues to draft content</li> <li>Clackamas County PGA to create layout and coordinate translation</li> </ul>
<b>City and County social media channels (Facebook and Twitter)</b>	<ul style="list-style-type: none"> <li>Notify Milwaukie and Clackamas County residents of engagement opportunities that are open to the public (e.g. charrettes, open houses and online open house)</li> <li>Draw traffic to online resources (e.g. website and online open house)</li> </ul>	<ul style="list-style-type: none"> <li>Envirolssues to draft content</li> <li>City of Milwaukie to post on Milwaukie accounts</li> <li>Clackamas County PGA to post on County accounts</li> </ul>
<b>Email updates</b>	<ul style="list-style-type: none"> <li>Inform those who have expressed interest in the project by attending an event or signing up online of project updates and upcoming engagement opportunities</li> <li>Inform organizations who have not engaged in the project and provide an opportunity to become more involved or opt-out of updates</li> </ul>	<ul style="list-style-type: none"> <li>HACC to provide existing email contact list</li> <li>Envirolssues to augment list by identifying contacts for all key stakeholder interests identified in this plan</li> <li>Envirolssues to maintain contact database from event and web sign ups</li> <li>Envirolssues to draft content for e-newsletters</li> <li>HACC to program and send emails to list provided by Envirolssues</li> </ul>
<b>Milwaukie Pilot newsletter</b>	<ul style="list-style-type: none"> <li>The Milwaukie Pilot is the City of Milwaukie's community newsletter that is published monthly and delivered to mailboxes across the city.</li> <li>Notify Milwaukie residents of engagement opportunities that are open to the public (e.g. charrettes, open houses and online open house)</li> </ul>	<ul style="list-style-type: none"> <li>Envirolssues to draft content</li> <li>City of Milwaukie to publish in Pilot</li> </ul>
<b>County website</b>	<ul style="list-style-type: none"> <li>Provide an overview of the project goals, process, timeline, and key contact information</li> </ul>	<ul style="list-style-type: none"> <li>Envirolssues to draft content</li> <li>PGA to manage site and publish content</li> </ul>



## Community Engagement Strategy

	<ul style="list-style-type: none"> <li>Serve as central repository for public project documents and background information</li> </ul>	
<b>Direct outreach for information sharing</b>	<ul style="list-style-type: none"> <li>Meet people where they are and notify people of upcoming engagement opportunities</li> <li>Specific tactics could include:             <ul style="list-style-type: none"> <li>Providing "resident representatives" with notification materials and asking them to distribute to their neighbors</li> <li>Door-to-door flyering</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>HACC to arrange flyering volunteers</li> <li>Residents on the Stakeholder Advisory Committee to assist in identifying "resident representatives"</li> </ul>

Table 3: Tools and tactics to ***consult*** the public



	<ul style="list-style-type: none"> <li>These tools/tactics aim to <b><i>consult</i></b> community and stakeholders to gather feedback to help improve future decisions being made.</li> <li>The project team will develop <b><i>detailed plans</i></b> for the in-person and online open house at least a month prior to the event date, which will include objectives, audiences, notification tools and timeline, materials and supplies and a workback plan.</li> </ul>	
<b>Consult</b>		
<b>Tool/tactic</b>	<b>Purpose</b>	<b>Roles/responsibilities</b>
<b>Online comment form and Mary-Rain's email</b>	<ul style="list-style-type: none"> <li>Provide a place for the public to submit comments and questions throughout the project</li> </ul>	<ul style="list-style-type: none"> <li>Envirolssues to monitor comment form and send incoming comments to project team</li> <li>HACC to inform project team of project comments and questions she receives in summary form</li> <li>HACC staff to manage responses as needed</li> </ul>
<b>In-person open house</b>	<ul style="list-style-type: none"> <li>Provide an opportunity for the public to learn about the project process, review design concepts and provide feedback for refining these concepts</li> </ul>	<ul style="list-style-type: none"> <li>Scott   Edwards lead</li> <li>County and other consultant staff support</li> <li>Envirolssues to draft notification content; PGA to distribute</li> </ul>
<b>Online open house and online outreach survey</b>	<ul style="list-style-type: none"> <li>Provide an online opportunity for the public to learn about the project process, review a set of design concepts and provide feedback for refining these concepts</li> <li>Parallels the in-person open house opportunity</li> </ul>	<ul style="list-style-type: none"> <li>Envirolssues to lead content development and programming</li> <li>PGA to link to online open house from County website</li> </ul>
<b>HACC Office Hours at Hillside</b>	<ul style="list-style-type: none"> <li>Every Wednesday morning from 9-11AM starting September 19<sup>th</sup> through June 2019, HACC Development staff will be onsite for drop in meetings with Hillside Residents</li> <li>Clackamas County Public Health staff may attend office hours to collect feedback for the Health Impact Assessment as needed; these drop-in opportunities should be publicized using "inform" tactics above</li> </ul>	<ul style="list-style-type: none"> <li>HACC to lead</li> <li>Clackamas County Public Health to participate in office hours as needed</li> </ul>
<b>Direct outreach for consultation</b>	<ul style="list-style-type: none"> <li>Meet people where they are to collect feedback on survey-style questions (e.g. on iPads or via paper surveys)</li> <li>Specific door-to-door direct consultation opportunities could include:             <ul style="list-style-type: none"> <li>When the online open house is live</li> <li>At key moments in the Health Impact Assessment process</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>HACC to arrange staff and volunteers to conduct door-to-door consultation</li> </ul>

Table 4: Tools and tactics to ***involve*** and ***collaborate*** with the public



## Community Engagement Strategy

<p><b>Involve &amp; collaborate</b></p> 	<ul style="list-style-type: none"> <li>These tactics aim to help the project team <b>involve</b> and <b>collaborate</b> with stakeholders, bringing people together to discuss issues, needs, concerns, opportunities and ideas while actively playing a role in developing outcomes.</li> <li>The project team will develop <b>detailed event plans</b> a month prior to the event date, which will include event objectives, audiences, notification tools and timeline, materials and supplies and a workback plan.</li> </ul>	
Tool/tactic	Purpose	Roles/responsibilities
<p><b>Listening session</b></p>	<ul style="list-style-type: none"> <li>Hear preliminary feedback from residents on concerns, opportunities, and engagement preferences to inform the outreach strategy</li> </ul>	<ul style="list-style-type: none"> <li>Envirolssues lead</li> <li>County and other consultant staff support</li> </ul>
<p><b>Visioning workshops (3)</b></p> <ul style="list-style-type: none"> <li>Residents &amp; neighbors (day)</li> <li>Residents &amp; neighbors (evening)</li> <li>Service providers and agency staff</li> </ul>	<ul style="list-style-type: none"> <li>Engage residents, neighbors, service providers and key agencies in visioning discussions to identify key desires, needs and values</li> </ul>	<ul style="list-style-type: none"> <li>Scott   Edwards lead</li> <li>County and other consultant staff support</li> <li>Envirolssues to draft notification content; PGA to distribute</li> </ul>
<p><b>Design charrettes</b></p> <ul style="list-style-type: none"> <li>Project team charrette</li> <li>Community charrette</li> </ul>	<ul style="list-style-type: none"> <li>Review feedback and input gathered to date</li> <li>Discuss site constraints and opportunities and gain feedback on initial design elements</li> </ul>	<ul style="list-style-type: none"> <li>Scott   Edwards lead</li> <li>County and other consultant staff support</li> <li>Envirolssues to draft notification content; PGA to distribute</li> </ul>
<p><b>Stakeholder Advisory Committee</b></p>	<ul style="list-style-type: none"> <li>Multi-sector committee representing all key stakeholder interests</li> <li>Meets five times during the project, prior to key milestones, to:             <ul style="list-style-type: none"> <li>Provide feedback on outreach strategy</li> <li>Provide feedback on preliminary drafts of public materials</li> <li>Represent stakeholder interests and inform design discussions</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Scott   Edwards facilitates</li> <li>County attends</li> <li>Other consultant staff attend on an as-needed basis</li> </ul>

## Evaluation and metrics

Table 5 will be used to evaluate and track progress toward meeting our engagement objectives throughout the project.

**Table 5: Engagement objectives and metrics for success**

Objective	Metrics for Success	How/When to Measure?
<p><b>Raise awareness and understanding:</b> Clearly communicate project purpose, process and objectives to ensure the public can participate in an informed, educated way.</p>	<ul style="list-style-type: none"> <li>Comments received are well informed and on-topic</li> <li>Reduced spread of misinformation</li> </ul>	<ul style="list-style-type: none"> <li>As part of each event summary (event lead)</li> <li>Bi-monthly review of comments received (Envirolssues)</li> <li>Bi-monthly conversations with Jemila and project management staff to</li> </ul>












## Community Engagement Strategy

		determine what residents are asking about (HACC)
<p><b>Conduct an accessible, inclusive engagement process:</b> Employ tactics and tools that engage all identified stakeholder groups throughout the project and reduce barriers to participation.</p>	<ul style="list-style-type: none"> <li>• Every event plan contains a notification strategy with steps to contact all relevant stakeholder groups</li> <li>• Every event plan includes accessibility considerations (mobility, language, vision, etc.)</li> <li>• Events are well-attended (30+ people) and represent a diverse cross-section of stakeholders</li> </ul>	<ul style="list-style-type: none"> <li>• As part of each event summary (event lead)</li> <li>• Bi-monthly review of email list to ensure it reflects full stakeholder matrix (EnvirolIssues)</li> </ul>
<p><b>Build trust, credibility and relationships:</b> Use the master planning process to bring people together and create a foundation for future engagement at Hillside.</p>	<ul style="list-style-type: none"> <li>• Conduct at least 10 in-person briefings to community groups and organizations at key project milestones (exact organizations will be determined by HACC and the project team based on requests and project needs)</li> <li>• High levels of satisfaction with engagement process</li> <li>• Outreach efforts are taken to engage all stakeholder interests on the matrix in this plan at each engagement milestone (see schedule in Appendix A)</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct interim online engagement evaluation survey in February/March (HACC)</li> <li>• Conduct final evaluation survey in May (HACC)</li> </ul>
<p><b>Authentically and transparently incorporate community feedback into design:</b> Develop a master plan that is responsive to the feedback we receive.</p>	<ul style="list-style-type: none"> <li>• Community members either support or accept design because they trust and respect the process</li> <li>• All events and engagement opportunities are summarized, and the material is made available to the public on the County's project website</li> <li>• All concerns or complaints are responded to within three business days</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct interim online engagement evaluation survey in February/March (HACC)</li> <li>• Conduct final evaluation survey in May (HACC)</li> </ul>
<p><b>Close the feedback loop:</b> Explain to the community how their input was used throughout the planning process.</p>	<ul style="list-style-type: none"> <li>• At each design milestone, project team presents how feedback has been incorporated</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct interim online engagement evaluation survey in February/March (HACC)</li> <li>• Conduct final evaluation survey in May (HACC)</li> </ul>
















## Appendix A: Engagement schedule








Key public milestones presented in blue

Tactic Type	Timing	Event/Activity	Lead
	Complete	<b>Demographic analysis</b>	EnvirolIssues
	Complete	<b>Stakeholder interviews</b>	EnvirolIssues
	Complete	<b>Listening session</b>	EnvirolIssues
	Complete	<b>Quarterly update to Milwaukie City Council (1)</b> <ul style="list-style-type: none"> <li>Provide council with project updates</li> </ul>	HACC
	Sept. 15	<b>Pilot blurb (for October, due month prior)</b>	EnvirolIssues
	Between Sept. 24 and Oct. 5	<b>Stakeholder Advisory Committee – meeting #1</b> <ul style="list-style-type: none"> <li>Introduce the project</li> <li>Review and gain feedback on draft public involvement plan</li> <li>Gain feedback on Visioning Workshop planning</li> </ul>	Scott   Edwards
	Distribute by Oct. 5	<b>Project update blast #1 – Project introduction, listening session results, comment form online, visioning workshop invitation</b> <ul style="list-style-type: none"> <li>Resident letter/flyer</li> <li>E-newsletter</li> <li>Social media posts</li> <li>Web update</li> <li>Direct outreach</li> </ul>	EnvirolIssues/HACC
	Mid-October	<b>Visioning workshops (3)</b> <ul style="list-style-type: none"> <li>Residents &amp; neighbors (day)</li> <li>Residents &amp; neighbors (evening)</li> <li>Service providers and agency staff</li> </ul>	Scott   Edwards
	Between Oct. 22 and Nov. 9	<b>Stakeholder Advisory Committee – meeting #2</b> <ul style="list-style-type: none"> <li>Review feedback from the visioning workshops</li> <li>Discuss information and materials to be workshopped at upcoming design charrettes</li> </ul>	Scott   Edwards
	November	<b>Community group briefings – In-person presentations to community groups and organizations on the results from the visioning process, looking ahead to design charrettes (exact organizations TBD by HACC based on requests received and project needs)</b>	HACC
	Mid-November	<b>Project update blast #2 – Results from visioning process, design charrette notification</b> <ul style="list-style-type: none"> <li>Resident letter/flyer</li> <li>E-newsletter</li> <li>Social media posts</li> <li>Web update</li> </ul>	EnvirolIssues/HACC

# Community Engagement Strategy

		<ul style="list-style-type: none"> <li>• Pilot blurb (for December)</li> <li>• Direct outreach</li> </ul>	
	December	<b>Community design charrette</b> <ul style="list-style-type: none"> <li>• Possibly to be held in conjunction with Hillside holiday celebration to boost participation</li> </ul>	Scott   Edwards
	December	<b>Quarterly update to Milwaukie City Council (2)</b> <ul style="list-style-type: none"> <li>• Provide council with project updates</li> </ul>	HACC
	Mid-December	<b>Stakeholder Advisory Committee – meeting #3</b> <ul style="list-style-type: none"> <li>• Review feedback from design charrette</li> <li>• Provide focused feedback to project team to inform initial concepts</li> </ul>	Scott   Edwards
	February	<b>Community group briefings – Initial design concepts, looking ahead to open house/online open house (exact organizations TBD by HACC based on requests received and project needs)</b>	HACC
	Mid-late February	<b>Project update blast #3 – Update on design process, notification for in-person and online open-houses</b> <ul style="list-style-type: none"> <li>• Resident letter/flyer</li> <li>• E-newsletter</li> <li>• Social media posts</li> <li>• Web update</li> <li>• Pilot blurb (for March)</li> <li>• Direct outreach</li> </ul>	EnvirolIssues/HACC
	February/March	<b>Conduct short engagement evaluation survey</b>	EnvirolIssues/HACC
	March 6	<b>Stakeholder Advisory Committee – meeting #4</b> <ul style="list-style-type: none"> <li>• Review three design concepts</li> <li>• Gather focused feedback from SAC</li> </ul>	Scott   Edwards
 	Mid-March	<b>Design concepts in-person open house</b>	Scott   Edwards
 	Mid-March	<b>Design concepts online open house</b>	EnvirolIssues
	Late March	<b>Quarterly update to Milwaukie City Council (3)</b> <ul style="list-style-type: none"> <li>• Provide council with project updates</li> </ul>	HACC
	Mid-May	<b>Stakeholder Advisory Committee – meeting #5</b> <ul style="list-style-type: none"> <li>• Review feedback from spring engagement</li> <li>• Presentation of refined concept</li> <li>• Gather feedback on concept</li> </ul>	Scott   Edwards

## Community Engagement Strategy

 	Mid-May	<b>Project update blast #4 – Revised design update, opportunity for final comment (?)</b> <ul style="list-style-type: none"> <li>• Resident letter/flyer</li> <li>• E-newsletter</li> <li>• Social media posts</li> <li>• Web update</li> <li>• Pilot blurb (for June)</li> <li>• Direct outreach</li> </ul>	Envirolssues/HACC
	May	<b>Community group briefings – Revised design, looking ahead to adoption (exact organizations TBD by HACC based on requests received and project needs)</b>	HACC
	June	<b>Presentation of final concept (exact format of event TBD)</b>	Scott   Edwards
	June	<b>Quarterly update to Milwaukie City Council (4)</b> <ul style="list-style-type: none"> <li>• Provide council with project updates</li> </ul>	HACC
	June/July	<b>Final plan adoption</b>	HACC
	July	<b>Project update blast #5 – Final plan adopted, next steps</b> <ul style="list-style-type: none"> <li>• Resident letter/flyer</li> <li>• E-newsletter</li> <li>• Social media posts</li> <li>• Web update</li> <li>• Pilot blurb (for August)</li> <li>• Direct outreach</li> </ul>	Envirolssues/HACC
	July	<b>Conduct short engagement evaluation survey</b>	Envirolssues/HACC



## Community Engagement Strategy

Appendices under other cover:

Appendix B: Demographic analysis

Appendix C: Stakeholder interview summary

Appendix D: Listening session summary

Appendix F: Resident folio and FAQs

## Community Engagement Strategy












### Appendix E: IAP2 Spectrum of Public Involvement

INCREASING IMPACT ON THE DECISION 














	<b>INFORM</b>	<b>CONSULT</b>	<b>INVOLVE</b>	<b>COLLABORATE</b>	<b>EMPOWER</b>
<b>PUBLIC PARTICIPATION GOAL</b>	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
<b>PROMISE TO THE PUBLIC</b>	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision. We will seek your feedback on drafts and proposals.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will work together with you to formulate solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

© IAP2 International Federation 2014. All rights reserved.



Community Engagement Strategy

TACTICS KEY		STAKEHOLDER INTERESTS															
 Inform	 Consult	 Involve/ Collaborate	Hillside Residents	Ardenwald neighborhood	City of Milwaukie	Clackamas County	Public safety	Health service providers (e.g. Providence, County behavioral health)	Food access service providers (e.g. Oregon Food Bank)	Schools	Russian/Ukrainian community	Latino/a/x community	Vietnamese community	Neighboring landowners (e.g. Murphy Site, Providence)	Regional agencies (transportation, parks, utilities)	Seniors	Youth
	<i>Project fact sheet (translated into Russian and Spanish)</i>		X	X							X	X				X	
	<i>Resident folio and FAQ (translated into Russian and Spanish)</i>		X														
	<i>Briefings at key milestones</i>			X	X	X		X						X			
	<i>Flyers notifying public of events (available in public places and posted on doors/residences ; translated into Russian, Spanish and Vietnamese)</i>		X	X	X					X	X	X	X			X	X
	<i>Mailed postcards/letters/newsletters</i>		X	X													
	<i>City and County social media channels (Facebook and Twitter)</i>		X	X	X	X											X
	<i>Email newsletters</i>		X	X	X	X	X	X	X	X				X		X	
	<i>Milwaukie Pilot newsletter</i>		X	X	X											X	

Community Engagement Strategy

County website and online comment form	 	X	X							X	X	X			X	X
Direct outreach	 	X														
Online open house and online outreach survey	 	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Visioning workshops	 	X	X	X	X	X	X	X	X	X	X		X		X	X
Listening session	 	X														
Design charrettes	  	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Community Engagement Strategy

 In-person open houses	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
 Stakeholder Advisory Committee	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X
	X	X



## Hillside Master Plan for Housing Opportunity



# Resident Listening Session Event Summary

## Overview

On September 5, 2018, residents of Hillside Manor and Park were invited to a listening session in the Hillside Fellowship room as part of the Hillside Master Plan for Housing Opportunity. The purpose of the event was to raise awareness of the master plan project; build trust and encourage continued participation among Hillside residents; and gather feedback to inform the project community engagement plan.

Approximately 42 people attended the two-hour event, which was held between 5 and 7 p.m. A majority of those attending live in Hillside Manor, while fewer than ten said they live in Hillside Park. Food, childcare and simultaneous translation in Russian and Spanish were provided. Two Russian-speaking community members participated in the listening session; no Spanish speakers attended.

Attendees received a brief introduction to the master plan project and the concurrent Health Impact Assessment (HIA) effort from project staff before engaging in small group discussions for the majority of the program. Each small group was guided by a staff discussion leader, and all tables discussed the following questions:

### Part 1: How do you want to be involved?

- How much do you know about the master plan project? How have you been informed so far?
- How do you want to stay up to date on this project?
- In what ways do you want to participate in this project?
- What kinds of events would you like to attend?



Photo: EnviroIssues

### Part 2: What are your goals for this process?

- What do you like about living at Hillside and what would make it better?
- What is your vision for the Hillside community and site?
- What questions or concerns do you have about this project?
- Anything else we should know?

At the conclusion of the event, each table group reported their top takeaways from Part 1 and Part 2 to the wider group. Residents also had the opportunity to provide written feedback on comment forms and to complete a voluntary HIA questionnaire (the results of these questionnaires will be summarized separately).

This document summarizes the key themes and ideas raised through the small group discussions at the listening session. Key takeaways shared during the report out portion of the



## Hillside Master Plan: Resident Listening Session Summary

event are listed first in each section. The summary concludes with a review of key recommendations for future outreach and engagement planning.

### Part 1: Resident involvement and engagement preferences

#### Awareness of the master planning effort

- Many attendees were aware of the master plan effort, but some said they had not heard about the project before.
- Many attendees confused the Hillside Master Plan for Housing Opportunity and the Hillside Manor renovation project. Several were aware that funding has not been secured for the Manor renovation work and believed this impacted the master planning process.
- Several said they have heard that buildings will be demolished and residents will need to be relocated. There was confusion around which residents would be relocated (Manor, Park or both) and when. This was related to the confusion between the two planning processes.
- Some said they were aware denser forms of housing may be possible on site (e.g. four-plexes and apartments).
- A few said they were aware relocation counselors and moving assistance would be provided, and some were aware that relocated residents would have the right to return. In general, awareness of the specifics around relocation plans was low.



Photo: EnviroIssues

#### Existing information sources

- Several attendees noted news travels fast among neighbors, but information can often turn into rumors and be misconstrued. Much of the misinformation or rumors circulated thus far concern the timeline of the project (i.e. when construction and relocation could begin) and which structures and areas will be affected (i.e. impact on the Manor; whether additional towers will be built; the future of the park space behind the Manor). A few said property management staff are seen as “fact checkers” and key sources of information.
- Several mentioned learning about the project at previous resident meetings hosted by the Housing Authority of Clackamas County (HACC).
- Several mentioned hearing about this listening session in a recent resident letter. Some said mailed and written correspondence can be confusing if it is not clear who the invitation is for (Manor residents, Park residents, or both) and if information is buried within other updates. A few said they were confused about the style of this event and whether it was a “drop-in” format.

## Hillside Master Plan: Resident Listening Session Summary

### Preferred information sharing methods

- The most frequently endorsed information-sharing method was informative flyers advertising events either attached to resident doors or mailed to residents.
  - Flyers should be clear, easy to understand, and communicate who the information is intended for.
  - Some attendees suggested a consistent paper color be used for these pieces of communication.
  - Russian-speaking participants noted Google translate is not sufficient for these kinds of materials because Google translate can make information more confusing.
- Several also suggested regular updates be presented in the resident “catch all” newsletter, though a few stated this may be too slow to circulate timely information.
- Some suggested identifying key people per street or area who receive updates and can share them with neighbors to reduce the spread of rumors and misinformation.
- Attendees advocated for a mix of traditional and digital information sharing tools to engage residents of different ages and technological comfort levels. Suggestions included:
  - *Traditional methods:* Flyers, mail, meetings, information posted on bulletin boards in laundry rooms, newsletters, presentations or updates at resident events and committee meetings, phone call reminders
  - *Digital/electronic methods:* Project website, email, text message updates; while this option was important to some residents, others said online tools like email are not easily accessible to them
- Attendees provided mixed feedback on the preferred frequency of communication. Some advocated for frequent updates (monthly or more), while others felt quarterly would be more appropriate to reduce stress. There was general agreement that the latest information should be easily accessible to those who want it (e.g. online, with the property manager, on a bulletin board, etc.).
- Attendees said it is important to communicate how previous input was used to help residents feel heard, better understand the process and encourage continued involvement. Some residents feel they give the same input at each meeting and don't understand a sense of progress on the master plan process.

### Engagement preferences and future events

- Attendees were very interested in attending future resident events at key project milestones, particularly to discuss design in more detail.
- Some noted they liked having events with both Manor and Park residents and would also like to invite residents of neighboring areas to hear what they have to say.
- Several noted the relatively low turn-out among Park residents at the event and said this should be addressed for future workshops.
  - Several said more direct door-to-door outreach will be needed to engage these residents, as well as more reminders prior to the event.
  - Several said it needs to be clearer which residents are invited to which events.



## Hillside Master Plan: Resident Listening Session Summary

- Some Park residents mentioned feeling unwelcome in the Manor. This is a barrier that must be addressed if future events are held in the Hillside Fellowship Room.
- Some said they liked the small group discussion format, though some said more space was needed to be able to spread out and hear other participants.
- Many said it is important to emphasize the importance of attending these events in notification materials. Some said they value being asked for their perspective and ideas, while others said they are worried their comments will not be considered. Many said it is important to explain how feedback will be used and what the next steps in the process are.
- Accessibility of events was a key theme. At future events, the project team must consider cross-cultural barriers, wheelchair access and mobility, accommodations for vision impaired residents and ways to make all residents feel comfortable sharing opinions. A few said materials should emphasize that interpreters are available to increase attendance of non-English speaking residents.
- Some suggested holding events or providing information in conjunction with existing resident programs, such as food basket day or the Christmas party.
- A few said events should be held at multiple times (i.e. during the day and in the evening) to accommodate people's work schedules.



Photo: EnviroIssues

## Part 2: Vision for Hillside

### What residents value about Hillside

When asked what they like about living at Hillside, attendees mentioned the following features:

- Neighborhood feel – green space, gardens, flowers, individual structures plus dense tower
- The people – neighbors, activities for residents



## Hillside Master Plan: Resident Listening Session Summary

- Affordability – low cost of housing (30% of income and below), utilities paid for
- Greenery – trees, gardens, open space, walking area and berry patches behind the Manor
- Feeling of independence – ability to have a garden, access transit, and live independently
- Programming – existing activities, market on Sunday
- The food basket program provided by the Oregon Food Bank
- Bus access
- Access to Providence across the street

### Vision for the future: What residents would like to see

Comments about desired improvements and potential future amenities, services and design covered the following themes:

- **Increased safety:** Several attendees discussed feeling unsafe at times and advocated for improved security cameras, addressing trespassing concerns along the railroad line, residents letting unattended guests into the Manor, improved rule enforcement by management, potential increased police presence and ways to reduce instances of crime and illegal substance use. Some noted parts of the site have better fire access than others. A few said the lighting should be improved to increase safety.
- **Increased accessibility of key services:** Several attendees said they would like to see more social services (e.g. physical, behavioral and mental health support, economic assistance and job training, support for recently homeless, etc.) located on-site.
- **Improved access to food:** Many attendees discussed a desire for better access to fresh and healthy food in closer proximity to Hillside (e.g. by increasing the food basket program, adding a grocery on site, etc.)
- **Continued affordability and meeting housing need:** Several said it is important to maintain or increase the ability of this site to provide low-cost housing, particularly as more people are experiencing homelessness.
- **Preserving neighborhood feel while feeling less isolated:** Several said they want to preserve the “neighborhood feel” of Hillside by preserving open space, keeping gardens and having some lower-density homes while improving connectivity and aesthetics so the site feels less isolated. Some said they’d like it to feel more “cheery.” A few noted they need to live in detached housing for health reasons.
- **Varied density:** Related to desires for preserving neighborhood feel, several said they would like to see a mixture of density, including the preservation of some less dense areas. Several said they do not want to see other towers.



Photo: EnviroIssues

## Hillside Master Plan: Resident Listening Session Summary

- **Different housing types:** Some said they would like to see a mixture of small and larger (3+ bedroom) housing types as well as senior housing to encourage a more diverse community of ages and family sizes.
- **Mixed-use integration with housing:** Some said they like the idea of mixing commercial, retail and residential, particularly if it increases accessibility to key services. While some liked the idea of some housing above retail, there was concern about whether this type of housing would work for people with mobility challenges.
- **Improved health:** Several mentioned a desire to improve health conditions at Hillside, including reducing smoking and drug use, encouraging exercise and healthy eating, and making access to health services easier for residents.
- **Improved mobility access:** Several expressed a vision for enhanced wheelchair and mobility access to units and common spaces. Some connected bathroom amenities to mobility and said residents should be able to choose units with walk-in showers.
- **Gathering spaces:** Some said they would like to see spaces for community events and social gathering, such as libraries and coffee shops. Others said a computer lab and increase access to technology would be useful.
- **Improved laundry facilities:** Several said they felt the current laundry facilities are inadequate and said they would like to see more laundry or in-unit laundry in future designs.
- **Improved cleanliness and resources to discourage dumping:** Several noted concerns about the cleanliness of communal spaces, cigarette smoke, bed bugs in units, and issues with illegal dumping. Some suggested a re-use center or donation station could help encourage people to re-use discarded materials and clean up common areas.
- **Enhanced recreation opportunities:** Several said the playground should be improved and different recreation areas should be developed for different age groups. A few said there may be an opportunity for non-profits like the Boys and Girls Club to provide programming for youth onsite. Others mentioned a desire for space for yoga, Tai Chi and other activities.
- **Diversity and culturally-responsive support:** Some advocated for community diversity training and increased support and inclusion of residents who speak other languages or come from other cultures.
- **Sustainability and energy efficiency:** Some mentioned a desire for more sustainable structures and better insulation.
- **Improved parking facilities:** A few noted parking challenges on site for residents and caregivers and said they would like to see improvements to the parking options.
- **Pet amenities:** A few said a veterinarian office, dog park, and other pet facilities would be beneficial for pet owners in the community.

### Questions and concerns about the master planning process

Attendees raised the following concerns and questions about the master planning process:

- **Anxiety around instability:** Several mentioned many things feel out of their control, which causes stress and anxiety.
- **Mobility issues:** Several expressed concern about whether new designs would accommodate people with mobility challenges and enhance their experiences.



## Hillside Master Plan: Resident Listening Session Summary

- **Impact of increased density:** Some mentioned concerns about the impacts of more people at Hillside on traffic, parking and quality of life.
- **Confusion around project timescale:** Several stated they had heard conflicting messages around when construction could begin and how this project is related to other planning efforts at Hillside.
- **Impact on rent:** Some asked questions about how relocation and redevelopment at Hillside could impact their rent in the future, specifically if the development is converted into Section 8 housing. A few asked about the impact on renter's insurance.
- **Displacement and confusion about the relocation process:** Several asked questions and expressed concerns over whether they would have to relocate, when this might occur, what types of housing they might be moved into, and whether they would be able to stay near key services and amenities.
- **Getting Park residents to participate:** Some expressed concern about the underrepresentation of Park residents at this listening session and noted the importance of concerted outreach to these residents going forward.

### Management questions, concerns and feedback

In addition to providing feedback on the discussion questions, several attendees shared comments about management issues at Hillside. These comments touched on the following themes (specific comments have been passed on the HACC management team).

- Consistent enforcement of rules at Hillside and notification when rules change
- Cleanliness
- Trust
- Safety concerns
- Trespassing
- Comments about watering garden areas
- Maintenance and responsiveness to maintenance needs



Photo: EnviroIssues

### Conclusions

The feedback provided at the listening session will be used in the following ways:

- To develop key messages and answers to frequently asked questions for the project.
- To select information sharing tactics, feedback mechanisms and engagement events for the community engagement plan.
- To inform the project schedule.

Key conclusions from the event include the following:

- Direct, focused outreach to Park residents is needed to boost their participation.
- A range of traditional and electronic information sharing tactics should be used to spread the word to residents.

## Hillside Master Plan: Resident Listening Session Summary

- Consistent, relevant information should be readily accessible via the property management office and project website; resident-wide communication should be frequent enough to reduce confusion and keep people informed, but not too frequent to cause anxiety.
- Accessibility should be thoroughly considered for all future engagement opportunities (e.g. vision, mobility and language needs).
- Steps should be taken to make Hillside events inclusive and ensure everyone feels welcome.
- Residents look forward to future opportunities to share their perspective and ideas.
- The project team should develop materials and resources to address key questions and concerns related to project timescale, scope, relocation and rent impacts.



HOUSING AUTHORITY OF CLACKAMAS COUNTY  
**HILLSIDE MASTER PLAN**

**SUSTAINABILITY CHARRETTE REPORT**







# CHARRETTE PURPOSE

Members of the Hillside Master Plan project team participated in a sustainability charrette on November 7, 2018. The primary purpose of the charrette was to identify, evaluate and prioritize sustainability strategies for the design, construction and operations of the redeveloped Hillside neighborhood.

Interdisciplinary project team representatives participated in interactive sessions, spending most of the meeting in focused working groups to brainstorm and vet sustainability strategies. Participants identified sustainability strategies for Hillside Master Plan to pursue or to explore further.





**Clackamas County**

Allison Coe  
Chuck Robbins  
Eben Polk  
Jamie Zentner  
Laurel Bentley Moses  
Rich Malloy  
Stephen McMurtrey

**City of Milwaukie**

Alma Flores  
David Levitan  
Mark Gamba  
Natalie Rogers  
Peter Passarelli

**Scott Edwards Architecture**

Chris Olenyik  
Lisa McClellan

**Dalla Terra**

Julie Proksch

**Portland General Electric**

Tarah DeGeorge

**Energy Trust of Oregon**

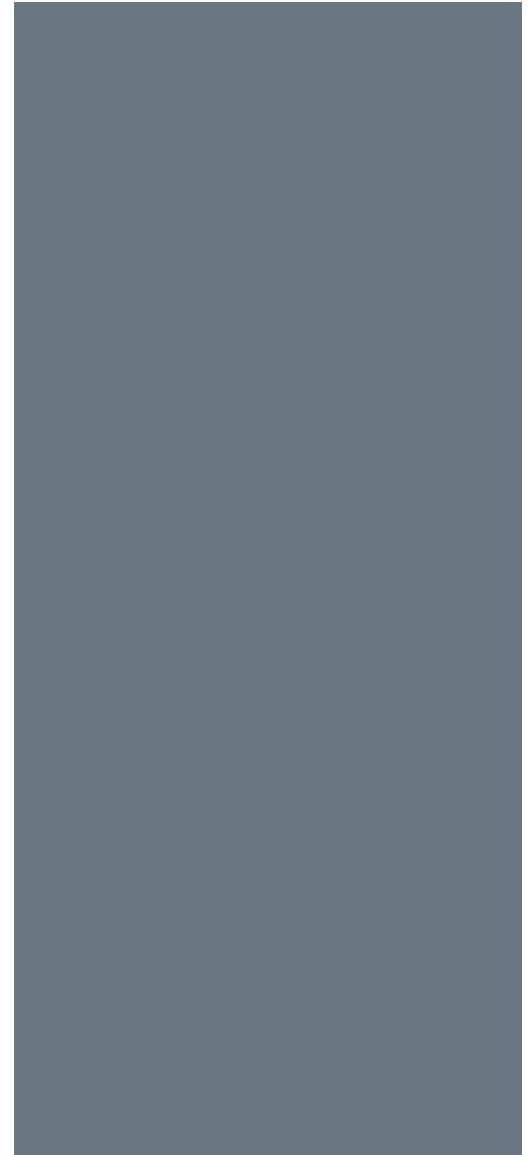
Trisha Paul

**Walker Macy**

Paul Wroblewski

**Brightworks Sustainability**

Elena Lake  
Mitch Dec  
Rita Haberman  
Shilpa Surana



# STEPPING INTO THE FUTURE TO DEFINE SUCCESS

Sustainability efforts must be developed through the lens of the project’s priorities, leveraging the strengths and opportunities unique to the organizations inhabiting and operating the buildings.

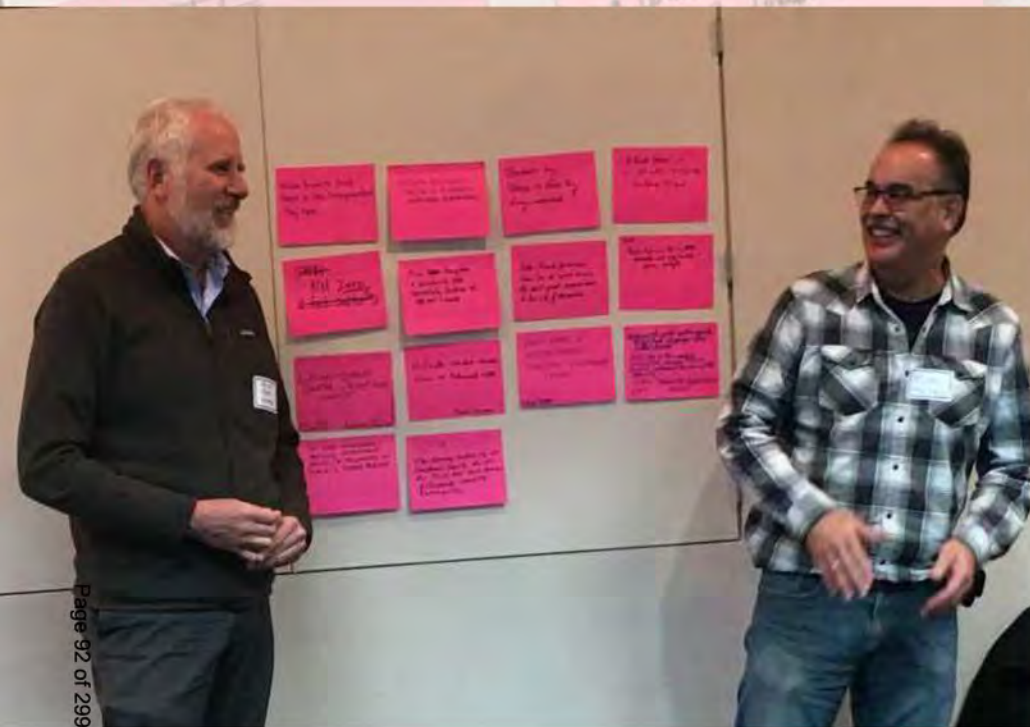
To kick off the charrette, participants considered the question, “It’s 2023. Construction of Hillside is completed. Returning and new residents of Hillside have moved in. Later that week, you’re reading The Sunday Oregonian, and you are thrilled and proud to read an in-depth story about Hillside. What is the story headline?”

Team members’ responses were varied, but some recurring themes included:

- Net Zero Energy/Emissions neighborhood
- Connection and integration with the broader Milwaukie community
- Residents are thriving
- A new model for sustainable and affordable housing
- Ample funding from public-private partnerships

***“Hillside is the ultimate opportunity to prove the model of a community that is really livable, desirable, net zero and affordable.”***

Mark Gamba,  
Mayor, City of Milwaukie



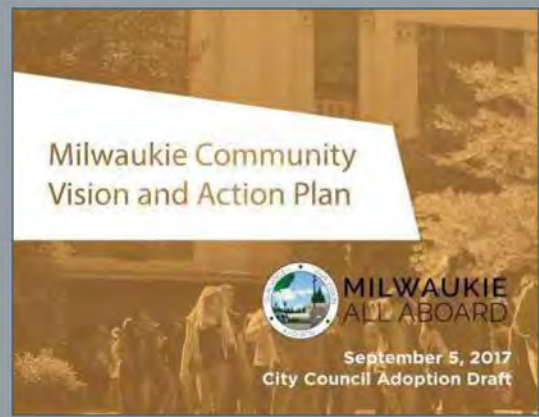
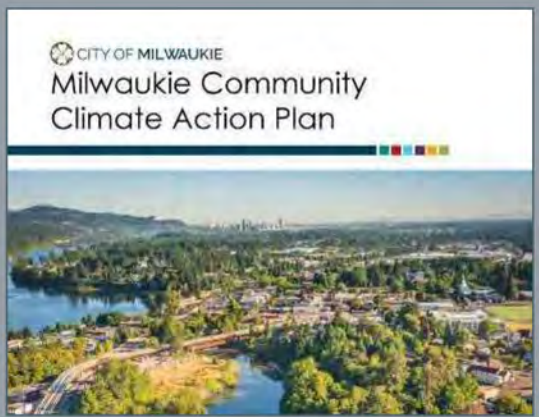




Goals for the Hillside Master Plan include providing:

- Up to 400 new affordable housing units
- Community gathering space
- Enhanced outdoor recreation areas
- Other amenities that will serve both Hillside residents and neighbors
- A mixed-use community with potential new retail and office space

*“In 2040, Milwaukie is a flourishing city that is entirely equitable, delightfully livable, and completely sustainable. It is a safe and welcoming community whose residents enjoy secure and meaningful work, a comprehensive educational system, and affordable housing. A complete network of sidewalks, bike lanes, and paths along with well-maintained streets and a robust transit system connect our neighborhood centers. Art and creativity are woven into the fabric of the city.”*



Milwaukie Community Vision and Action Plan(September 5, 2017)





**ENERGY**



**HEALTH + WELLNESS**



**PLACE + GREEN  
INFRASTRUCTURE**

# ASSESSING SUSTAINABILITY STRATEGIES

---



Charrette participants engaged in an interactive exercise intended to identify which sustainability strategies are central to supporting Hillside’s priorities, why they are important, and next steps to turn the most important items from ideas into reality.

Small-table working groups each focused on a sustainability category: Energy, Health & Wellness, and Sense of Place/Green Infrastructure. The working groups were tasked with identifying the Top Ten Best Strategies for their category, and to plot each strategy as “Baseline,” “Targeted,” or “Aspirational.”

- “Best Strategies” = the most meaningful, most impactful, and in line with the project’s goals
- “Baseline” = deemed as meaningful, impactful and feasible to be included in the project
- “Targeted” = deemed as meaningful and impactful, but with some challenges to overcome
- “Aspirational” = deemed as meaningful and impactful, but with some significant challenges to overcome

After each working group completed the two-step exercise, everyone came together for a round-robin report-out by a chosen speaker from each group to share and discuss their recommendations.









# ENERGY

## Sustainability Strategies

- PASSIVE HOUSE (Envelope Construction) <sup>std not certification.</sup>
- EV CHARGING INFRASTRUCTURE <sup>Bike Car Scooter</sup>
- OCCUPANT ENGAGEMENT <sup>Outbanding Education</sup>
- METERING / MONITORING <sup>energy allowance incentives to conserve</sup>
- Tree canopy for shading / Neighbourhood cooling strategy
- SOLAR
- Mixed Use Development
- Central System for housing <sup>Demand Response</sup>
- Resiliency

# ENERGY

## Elaborate, Quantify, Quality, Illustrate

- Passive House - Tease out the elements.
- Occupant engage: NEST thermostats
- Metering: Residents pay utility allowance. Electricity, water paid by owner. Hot water usage is a huge cost. Submeter water.
- Tree: Shade & provide food. Reduce heat island. Use passive cooling. Reduce paving, use permeable thermal.
- Solar: Battery storage. Building level? Community level? Funding.
- Central System: Heat Pump Water Heater. Central laundry. District heat/cool.
- Resiliency - energy storage generation.

Street lighting / site lighting







-Multi functional Flexible-

# Health + WELLNESS

(and alleviate toxic stress)

Food systems → grocery garden, corner store kitchen, farmer market

Poverty alleviation systems → social services, child care, business develop, active bike walk, public transit, ride share

Physical wellness - physical activity

Safety → design - visibility, lighting

Multi functional Community Space (+) → outdoor + indoor, Flexible, Kitchen services, Education (youth, adult), formal (+) informal (community groups), Green space/open space

Internet/technology access

Trauma informed design

TREES → noise mitigation (transit), HVAC

## Health + Wellness

Elaborate, Quantity, Quality, Illustrate

Food pantry (OFB)  
Food delivery  
Coffee shop



Community Gardens expanded  
Farmer Market  
Grocery store (corner market)  
Community kitchen



Lighting - visibility + security  
Cooling and air quality relief centers  
Micro-transit to/from light rail, bus, bike share  
Lower parking ratio  
Exercise Station Loop - subterranean  
Bicycle parking - secure, accessible  
Noodle Gym  
Boys + Girls Club



Neighborhood Hubs  
Site Access for Everyone (SAFE) - disability, pedestrian, wheelchair  
Community Space  
Poverty Alleviation  
Activated Spaces  
Outdoor community gathering spaces  
Community Capacity Bldgs - medical, school  
Dental Center, Clinic, Child Care



Via Yeshiva's rooftop garden residents by growing fresh produce in community gardens, places to socialize in public spaces, and energy through solar panels. Photo courtesy of David Landberg/USDA







**PLACE + GREEN  
INFRASTRUCTURE**

CET Grant for Affordable Housing Construction



Page 16 of 29



# Green Infrastructure / Sense of Place

Elaborate, Quantify, Quality, Illustrate

- ↳ INDOOR + OUTDOOR SPACES (+ SOCIAL SPACES) DISPERSED, FREQUENT, REPEATING INDIVIDUAL 'FEEL' IN COMMUNITY SPACE (OWN THEIR HOME)
- ↳ BIKES, CARS, STEAMWATER MOUNT HABIT NO HARD BORDERS, ON-SITE COMPOSTING CARS OUTER BAYES (WALK SHARED) INTERIOR
- ↳ ENOUGH RESOURCES TO RELY ON SAFE BIKE STREET OPTIONS SHARED RIDE SERVICES ELECTRIC SCOOTERS RAISED BIKELANES
- ↳ CONNECTED, AFFORDABLE, FLEXIBLE
- ↳ 50% <sup>CAR+</sup> TREE CANOPY IN HILLSIDE WILDLIFE + PLANT HABITAT (COLLABORATION w/ ORGANIZATIONS)
- ↳ POROUS CONCRETE, NO ASPHALT GREEN ROOFS, GRASSY FEEL
- ↳ DEFINES PLACE, SAFETY PRIORITY, SMART CITY
- ↳ 90<sup>th</sup> Percentile Storm water event treated on-site

# GREEN INFRASTRUCTURE / SENSE OF PLACE

Sustainability Strategies

- ACCESSIBLE + EQUITABLE
- SEAMLESS INTEGRATION OF GREEN INFRASTRUCTURE
- MULTIMODAL TRANSPORTATION PROMOTION
- RESILIENT TRANSPORTATION SYSTEM
- PRIORITIZATION OF RESILIENT GREEN SPACES w/ ENGAGEMENT OPPORTUNITIES
- PROMOTE GREEN PAVEMENT ALTERNATIVES TO REDUCE URBAN HEAT ISLAND
- HABITAT CREATION FOR LOCAL NATIVE WILDLIFE + POLLINATORS
- SAFE LIGHTING MINIMIZING LIGHT POLLUTION
- RAIN-SITE WATER RECLAMATION





	ENERGY	HEALTH & WELLNESS	PLACE / GREEN INFRASTRUCTURE
<p><b>BASELINE</b> Deemed as meaningful, impactful and feasible to be included in the project</p>	<ul style="list-style-type: none"> <li>- Tree canopy area enhancements</li> <li>- Pavement use limited to reduce heat island effect</li> <li>- EV charging infrastructure</li> <li>- Vehicular trip reduction due to mixed-use</li> <li>- Community Solar</li> <li>- Demand Response program with PGE</li> <li>- Green certification for future buildings</li> <li>- High-performance building envelopes (strive to meet Passive House principles)</li> <li>- Water fixtures &amp; features – high-performance and water efficient</li> <li>- Energy sub-metering &amp; monitoring systems</li> <li>- Occupant education and engagement</li> <li>- Street lighting with adaptive LEDs</li> </ul>	<ul style="list-style-type: none"> <li>- Multifunctional outdoor green spaces</li> <li>- Multifunctional indoor/outdoor community spaces</li> <li>- Food systems – gardens, markets, community kitchens, rooftop and balcony gardens</li> <li>- Public transit with easy access</li> <li>- Active transportation – walkable, bikable</li> <li>- On-site resident services (child care, social services, microenterprise support)</li> <li>- Good relations and partnerships with law enforcement</li> <li>- Noise mitigation through high performance building envelopes</li> <li>- Building HVAC supply air filtration for healthy indoor air quality</li> <li>- Technology and internet access</li> <li>- Sense of safe community – lighting, visibility</li> </ul>	<ul style="list-style-type: none"> <li>- Landscaping with native/adapted/drought-tolerant</li> <li>- Neighborhood hubs</li> <li>- Vibrant, integrated, coherent neighborhood</li> <li>- Play/Educational indoor/outdoor spaces for youth and teens</li> <li>- Community gardens near dwellings and throughout</li> <li>- Lyft-Uber shared pick-up areas</li> <li>- Less impactful pavement alternatives</li> <li>- Limited vehicle parking</li> <li>- Safe networks for pedestrians</li> <li>- Safe networks for bicyclists</li> <li>- Bicycle storage and repair stations</li> <li>- Equitable access for disabled</li> <li>- Education and celebration of cultural and natural resources</li> <li>- Active composting system</li> <li>- Wetlands for on-site stormwater management</li> <li>- Sense of safe community</li> </ul>
<p><b>TARGETED</b> Deemed as meaningful and impactful, but with some challenges to overcome</p>	<ul style="list-style-type: none"> <li>- Net-Zero Energy</li> <li>- Solar-covered parking, awnings &amp; other surfaces</li> <li>- Micro-grids of on-site renewables &amp; storage</li> <li>- Heat pump hot water systems</li> <li>- Energy “allowances” &amp; incentives for residents</li> </ul>	<ul style="list-style-type: none"> <li>- RideShare programs</li> <li>- Drop-in clinic services</li> <li>- Service options &amp; relationships</li> </ul>	<ul style="list-style-type: none"> <li>- People-centric (not car-centric) streets -- woonerfs</li> <li>- Limited vehicle access to neighborhood core</li> <li>- Recreational spaces for elders</li> <li>- Food Forest</li> <li>- Tree canopy 40%</li> <li>- Porous concrete</li> <li>- On-site stormwater management for 98th percentile of events</li> <li>- Comprehensive recycling-reuse programs</li> <li>- Full participation in food waste/green waste collection, composting</li> <li>- Community Tool-Equipment share programs</li> </ul>
<p><b>ASPIRATIONAL</b> Deemed as meaningful and impactful, but with some significant challenges to overcome</p>	<ul style="list-style-type: none"> <li>- District hot water system</li> <li>- District Heat/Cool (solar thermal, geothermal)</li> <li>- EV bicycle share</li> <li>- EV scooter share</li> <li>- EV car share</li> <li>- On-site blackwater treatment system</li> </ul>	<ul style="list-style-type: none"> <li>- Connection to downtown</li> <li>- Pedestrian overpass to-from downtown</li> <li>- Food delivery services</li> </ul>	<ul style="list-style-type: none"> <li>- Tree canopy 50%</li> <li>- No black asphalt</li> <li>- EV-Ready infrastructure for 100% solar EV</li> <li>- On-site blackwater treatment system</li> </ul>







# Visioning Session Event Summary

## Overview



On October 24<sup>th</sup> and 25<sup>th</sup>, 2018, residents of Hillside, the community and local service providers were invited to participate in a visioning session in the Mother Gamelin room at Providence Milwaukie as part of the Hillside Master Plan for Housing Opportunity. The purpose of the event was to begin the discussion of what the community and residents envision for the redevelopment of the Hillside site; and to gather feedback to help inform the upcoming community work sessions.

A total of three sessions were held over the course of the two days. Two sessions were held on the 24<sup>th</sup> (9:30-11:00 and 5:00 – 7:30) and were focused on gathering input from the community and the existing Hillside residents. While the last session on the 25<sup>th</sup> (3:30 -5:00) solicited feedback from local service providers. The sessions on the 24<sup>th</sup> had a total of 50 participants (20 and 30 respectively). While the 25<sup>th</sup> had ten individuals in attendance.

All three sessions were similarly arranged and formatted. Upon arrival attendees were given a comment form and color-coded stickers (red, yellow and green). After a short project introduction and explanation, the attendees were encouraged to move throughout the room to visit four stations addressing the following categories;

- Housing Density and Style
- Neighborhood Character
- Healthy Community
- Open Space

Each station had 18 images for participants to “vote” on by applying stickers to the image. A green sticker represented what the individual liked, a yellow sticker represented they were unsure, while the red sticker indicated a dislike.

After participants had a chance to visit all four stations the group reconvened to





## Hillside Master Plan: Visioning Session Summary

review summarize the group's likes and dislikes. People were then asked to comment on why they felt strongly in favor for or against an image. All the comments were recorded by the design team to be incorporated into the final report.

The following graphs summarize each session's votes and display which images received the most likes and dislikes. The first graph summarizes the vote tallies from all three meetings combined, while the second graph breaks down the tallies per session. The legend indicates which tallies belong to each group.



Graph 1



Graph 2

For each category, the third graph summarizes the comment forms collected from all sessions. Comments from all sessions were compiled and assigned a value like the vote tallies—like, unsure, or dislike. The images are scaled to the percentage of comments that fall under each value. The fourth graph summarizes the previous graphs to display what participants liked or disliked the most. The graph is split between the Hillside Manor and Park residents and the Milwaukie community (Groups 1 and 2), and the service providers (Group 3). Complete visioning sessions results are attached below.



Graph 3



Graph 4

# VISIONING SESSIONS SUMMARY

## HOUSING DENSITY & STYLE

### GROUPS 1 & 2

Hillside Manor & Park Residents and the Milwaukie community



Most liked



Most disliked

### GROUP





# HOUSING DENSITY & STYLE | STICKER RESULTS | ALL GROUPS



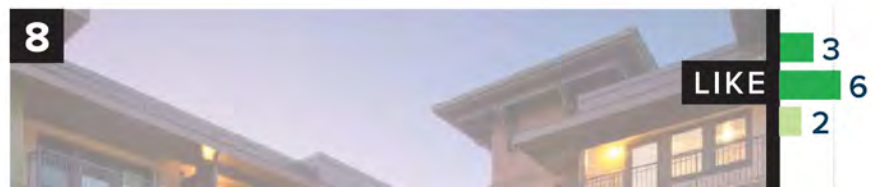


# HOUSING DENSITY & STYLE | STICKER RESULTS | GROUP BREAKDOWN

Group 1 (20 people)

Group 2 (30 people)

Group 3 (10 people)



# HOUSING DENSITY & STYLE - COMMENT FORMS RESULTS - ALL GROUP

LIKE



UNSURE



DISLIKE





# NEIGHBORHOOD CHARACTER | STICKER RESULTS | ALL GROUPS





# NEIGHBORHOOD CHARACTER - STICKER RESULTS - GROUP BREAKDOWN

Group 1 (20 people)
  Group 2 (30 people)
  Group 3 (10 people)



# NEIGHBORHOOD CHARACTER - COMMENT FORMS RESULTS - ALL GROU

LIKE



UNSURE



DISLIKE





# HEALTHY COMMUNITY - STICKER RESULTS - ALL GROUPS



1

LIKE 29

UNSURE 3

DISLIKE 1



2

LIKE

UNSURE 1

DISLIKE 0



4

LIKE 14

UNSURE 2

DISLIKE 0



5

LIKE 7

UNSURE 4

DISLIKE 1



7

LIKE 15



8

LIKE 4

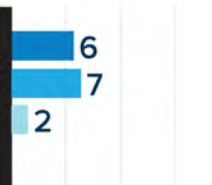
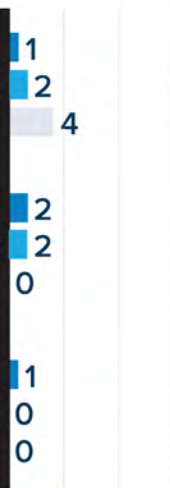
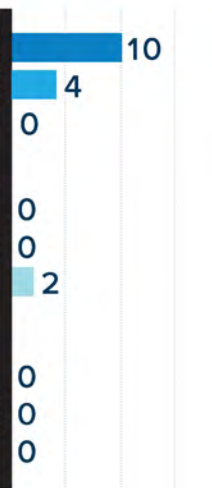
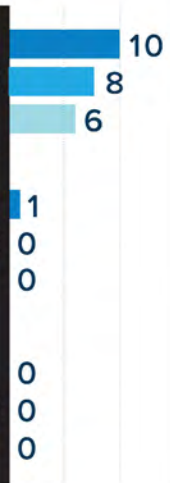
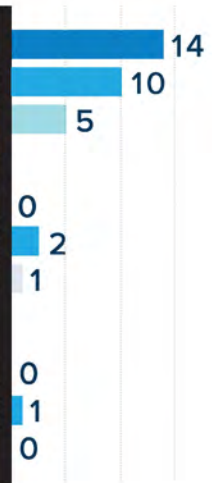


# HEALTHY COMMUNITY - STICKER RESULTS - GROUP BREAKDOWN

Group 1 (20 people)

Group 2 (30 people)

Group 3 (10 people)



# HEALTHY COMMUNITY - COMMENT FORMS RESULTS - ALL GROUPS

LIKE



UNSURE



DISLIKE





# OPEN SPACE - STICKER RESULTS - ALL GROUPS





# OPEN SPACE - STICKER RESULTS - GROUP BREAKDOWN

Group 1 (20 people)

Group 2 (30 people)

Group 3 (10 people)



# OPEN SPACE - COMMENT FORMS RESULTS - ALL GROUPS

LIKE

UNSURE

DISLIKE





# COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to \_\_\_\_\_
- Other \_\_\_\_\_

Originating County Department: HACC

Other party to contract/agreement: Related Northwest

### Description:

Approval of an Exclusive Negotiation Agreement ( ENA ) with Related Northwest for the Redevelopment of Hillside Park. This ENA obligates both parties to negotiate in good faith the terms of a Disposition and Development Agreement ( DDA ). It requires HACC to refrain from marketing the Property and negotiating with other

After recording please return to: HACC/H3S Admin

County Admin

Procurement

If applicable, complete the following: \_\_\_\_\_

Board Agenda Date/Item Number: 20220929 I.A

**BEFORE THE BOARD OF COMMISSIONERS  
FOR THE HOUSING AUTHORITY OF CLACKAMAS COUNTY**

In the Matter of Approving Limited  
Delegation of Authority to Sign  
Extensions of Time to Exclusive  
Negotiation Agreement for Hillside  
Park Redevelopment Site



Board Order No. 1972  
Page 1 of 1

**Whereas**, the Board of Commissioners for the Housing Authority of Clackamas County (the "Board") has authority to sign all real property contracts;

**Whereas**, the Board approved an exclusive negotiation agreement (the "Agreement") with the Related Companies of California LLC, dba Related Northwest ("Developer") that obligates the parties to negotiate, in good faith, towards a possible disposition and development agreement;

**Whereas**, the Agreements provides that its term may be extended for an additional four 6-month periods to allow the parties additional time to continue negotiations;

**Whereas**, staff has requested, and the Board has agreed, that in the interest of administrative efficiency, the Executive Director of the Housing Authority of Clackamas County should be delegated limited signing authority to approve such extensions of time.

**NOW THEREFORE, the Board of Commissioners for the Housing Authority of Clackamas County orders as follows:**

1. The Executive Director of the Housing Authority of Clackamas County is hereby delegated limited authority to approve and sign any of the optional 6-month extensions of time permitted under the Agreement.

**DATED** this 29th day of September, 2022

**BOARD OF COMMISSIONERS FOR THE HOUSING  
AUTHORITY OF CLACKAMAS COUNTY**

Chair

Recording Secretary



September 12, 2022

**Stef Kondor**

Senior Vice President, Development  
The Related Companies of California LLC, dba Related Northwest  
208 SW First Avenue, Suite 240  
Portland, Oregon 97204  
Via Email: [skondor@related.com](mailto:skondor@related.com)

**Devin Ellin**

Director of Housing Development  
Housing Authority of Clackamas County  
13930 Gain Street  
Oregon City, Oregon 97045  
Via Email: [DEllin@clackamas.us](mailto:DEllin@clackamas.us)

Re: Exclusive Negotiation Agreement for Hillside Park Redevelopment Site

Dear Ms. Kondor,

Thank you for your outstanding response to the Hillside Park ~13.7-Acre Site ("Site") Request for Expressions of Interest. The Housing Authority of Clackamas County ("HACC") believes the elements of your proposal, including affordable housing development with curated services, are best suited for the site which today consists of Tax Lot 11E25CD00102 currently owned by HACC called the "**Property**."

HACC believes the development concepts provided in your response will support the Clackamas County Local Implementation Strategy objectives and be consistent with the approved Hillside Master Plan.

This Exclusive Negotiation Agreement obligates both parties to negotiate in good faith the terms of a Disposition and Development Agreement ("DDA"), including the provisions listed below; requires HACC to refrain from marketing the Property and negotiating with other parties during the Exclusive Negotiation Period (as defined below); and allows Related Northwest to complete preliminary due diligence activities on the Property during Exclusive Negotiation Period. It is not a binding commitment by any party to execute further agreements. By signing this letter, HACC and you agree to the following terms and conditions:



- 1) The "Exclusive Negotiation" Period starts as of the latest signed date below and expires March 31, 2023 with up to four 6-month options to extend to be exercised upon mutual written consent of both parties. Future extensions, if any, of the Exclusive Negotiation Period will be negotiated prior to expiration of this Agreement.
- 2) During the Exclusive Negotiation Period, Related Northwest will have an exclusive right to negotiate the terms of the DDA with HACC, perform initial due diligence, and determine the property's value and development feasibility. HACC agrees that during the Exclusive Negotiation Period it will not list or advertise the Property, or enter into negotiations for the sale or development of the Property with any other persons or legal entities.
- 3) During the Exclusive Negotiation Period:
  - Related Northwest will begin Property acquisition and redevelopment due diligence;
  - Related Northwest and their design team will hold a joint kickoff charrette meeting with City of Milwaukie staff.
  - Related Northwest will refine cost estimates for any requested public subsidy including infrastructure for right of way improvements, affordable housing, and any parking;
  - Both parties will negotiate and potentially agree upon a disposition and/or land lease terms for the Property; and
  - Both parties will negotiate and potentially agree upon the mix of affordable and market-rate units to be constructed on the Property
  - Both parties will negotiate and potentially agree upon the terms for any "turn-keyed" units for HACC
  - Both parties will negotiate potential other terms of the DDA, including whether or not the Property will be developed in multiple phases (each a "Phase") and the terms applicable to each Phase.
- 4) The parties expect key terms of the DDA may include the following terms:
  - Related Northwest to use good faith efforts to provide all elements of the response to the RFEI with uses that include:
    - i. Affordable Housing
    - ii. Open space
    - iii. Program space within the affordable housing community
  - Understanding of who will demolish existing structures and pursue additional property acquisitions, if any.
  - Conditions precedent to closing which may, subject to further negotiation, include the following:
    - i. HACC to deliver Property free of residents, tenancies or occupants.
    - ii. HACC to approve:

1. Property ownership structure for each Phase
  2. Land write down and/or other public investment
  - iii. Related Northwest to finalize acquisition funding and have evidence of financing commitments
  - iv. Building, site development and land use permits are approved
  - v. Any additional conditions precedent stated in the DDA
- 5) HACC and Related Northwest will meet regularly to discuss project status, including design, programming, budget, etc. Regular meetings identified and mutually agreed upon following kickoff meeting.
  - 6) HACC will allow Related Northwest and its consultants reasonable access to the Property upon request, to conduct due diligence, which access will be provided under a separate Permit of Entry. Related Northwest understand that the buildings on site are currently occupied by residents. Related Northwest will provide a minimum of forty eight (48) hours' notice during weekdays before conducting activities onsite that require site or building access.
  - 7) Related Northwest will pay for consultant expenses during the Exclusive Negotiating Period in order to complete the physical and financial due diligence that will be necessary to fully underwrite the project and enter into DDA(s). Consultant services may include, but are not limited to, surveys, geotechnical studies, environmental reports, design studies, and legal guidance. Should HACC and Related Northwest be unable to agree upon and execute the DDA(s) prior to the end of the Exclusive Negotiating Period, HACC will reimburse Related Northwest for eligible consultant costs expended during the Exclusive Negotiating Period up to an amount of \$100,000. As used herein, "eligible consultant costs" means costs associated with predevelopment activities including but not limited to architectural design, land surveys, soils reports, environmental reports, appraisals, market studies, and other recoverable development costs.
  - 8) HACC expects to commit up to \$57,200,000 of its Metro Housing Bond allocation and 100 project based vouchers to support the development of affordable housing to be spread across the projects and Phases as mutually agreed upon. The allocation of Metro Housing Bond funds will be documented in the DDA(s) and officially committed with receipt of the Metro Concept Endorsement. In addition, HACC anticipates that it will serve as the private activity bond issuer for each 4% LIHTC affordable project on the Property that meets OHCS requirements for HACC issuance.
  - 9) The \$57,200,000 Metro Regional Housing Bond funds represents up to 400 units ("Housing Bond Fund Units") of HACC's unit production goals. The Housing Bond Funded Units must proportionately contribute to HACC's unit production goals for 30% Area Median Income ("AMI") units and family sized units. Approximately 40% of



the Housing Bond Funded Units must house households earning 30% of AMI or less and half of the Housing Bond Funded Units must be two-bedroom units or larger. All Housing Bond Funded Units must be restricted at 80% of AMI or less and no more than 10% may be between 61% and 80% of AMI.

- 10) If a final agreement is reached, HACC expects to oversee and submit the HUD Section 18 application on behalf of the project.
- 11) If a final agreement is reached, HACC expects to be responsible for the tenant relocations on the Property. Related Northwest and its team will support these efforts with ample communication and coordination.
- 12) Subject to any applicable laws, statutes, rules, or regulations that may restrict disclosure of such information, HACC agrees to provide Related Northwest any reports and information in its possession or control regarding the condition and tenancy of the Property. These may include:
- Due diligence materials related to Hillside Park or Hillside Manor property;
  - Plans, specifications, permits, applications, drawings, surveys and studies pertaining to the property, if in HACC's possession;
  - Any other contracts, agreements, etc. that may pertain to the Property.

If Related Northwest does not enter into a DDA with HACC, they will return to HACC all documents and information received from HACC.

- 13) HACC does not intend to use a broker. Should Related Northwest decide to be represented by a broker, they will be responsible for their own brokers' fees.

The anticipated disposition schedule is as follows (subject to additional acquisition timing):

September 2022	HACC approves ENA
September 2022	Sign ENA and commence ENA due diligence and DDA negotiation
March 31, 2023	HACC approves DDA
December 30, 2023	Phase 1 Construction start – 18 month construction timeframe

\*\*\*Construction start dates are subject to affordable housing being completely funded.

Please direct any questions to Devin Ellin, Director of Housing Development, at 971-227-0472 or by email at dellin@clackamas.us. This Exclusive Negotiation Agreement is subject to the terms and conditions attached hereto as Exhibit A, and incorporated by this reference herein. If these terms are agreeable, please sign and date this letter below, and return the executed letter.



ENA: Hillside Park Site – Related Northwest & HACCC  
Page 5 of 5

Sincerely,

Tootie Smith  
Chair of the Board of Commissioners for the  
Housing Authority of Clackamas County

Approved:  Date: 09/29/2022

Approved as to form: \_\_\_\_\_  
Authorized Signer

This letter agreement is effective as of the date persons with authority to sign on behalf of Related Companies of California LLC, dba Related Northwest, has signed below.

Agreed to by:  Date: 09/13/2022  
Ann Silverberg (Sep 13, 2022 10:50 PDT)  
Ann Silverberg, CEO Related Companies of California LLC, dba Related  
Northwest

### Exhibit A

As used herein, "HACC" means the Housing Authority of Clackamas County and "Developer" means the real property developer described in that certain exclusive negotiation agreement ("Agreement") to which this Exhibit A is attached and incorporated.

1. **ACCESS TO RECORDS.** Developer shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Agreement. HACC and their duly authorized representatives shall have access to the books, documents, papers, and records of Developer, which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts. Developer shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of the obligation to provide reimbursement pursuant to Section 7 of the Agreement after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under the Agreement, as determined by the HACC in its sole administrative discretion
3. **COMPLIANCE WITH APPLICABLE LAW.** Developer shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. All provisions of law required to be a part of the Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of the Agreement. Developer shall further comply with all other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under the Agreement, whether or not specifically referenced herein. Developer agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under the Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **COUNTERPARTS.** The Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
5. **GOVERNING LAW.** The Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between HACC and Developer that arises out of or relates to the performance of the Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be



construed as a waiver by the HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Developer, by execution of the Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 6. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Developer shall be responsible for all damage to property, injury to persons, and loss, expense which may be caused by, or result from, Developer's performance under the Agreement, or from any act, omission, or neglect of Developer, its subcontractors, agents, or employees. The Developer agrees to indemnify, hold harmless and defend the HACC, Clackamas County, and their officers, elected officials, agents and employees (collectively, the "Indemnified Parties") from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including reasonable attorney fees), arising out of or based upon Developer's performance under the Agreement, including damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Developer or the Developer's employees, subcontractors, or agents provided, however, that no Indemnified Party shall be entitled to indemnification under this Section 6 for matters caused by such Indemnified Party's gross negligence or willful misconduct or for any matter arising from the discovery of any pre-existing condition upon the Site. However, neither Developer nor any attorney engaged by Developer shall defend the claim in the name of HACC or Clackamas County, nor purport to act as legal representative of HACC or Clackamas County, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for HACC or Clackamas County, nor shall Developer settle any claim on behalf of HACC or Clackamas County without the approval of the Clackamas County Counsel's Office. HACC may, at its election and expense, assume its own defense and settlement.
- 7. OWNERSHIP OF WORK PRODUCT.** In the event the Agreement is terminated without the execution of a binding disposition and/or land lease terms for the Property, Developer shall promptly assign to HACC all of its right, title, and interest in and to any and all of the all third party work product prepared for or commissioned by Developer that results from the Agreement ("Work Product") , on an as-is basis, without representation or warranty provided HACC reimburses Developer for its actual and verifiable costs in developing the Work Product. Developer shall execute such further documents and instruments as HACC may reasonably request in order to fully vest such rights in HACC. Effective upon the assignment of the Work Product to HACC, Developer agrees to waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, HACC shall have no rights in any pre-existing Developer intellectual property provided to HACC by Developer in the performance of the Agreement except to copy, use and re-use any such Developer intellectual property for HACC use only. Developer's obligations pursuant to this Section 7 shall survive termination of the Agreement.

Provided, however, that Work Product created using funds jointly acquired by HACC and Developer, or acquired solely by HACC, for pre-development activities including without



limitation, funding provided by the City of Milwaukie for the potential redevelopment of the Property, shall, subject to the terms and conditions of the documentation governing the use of such funding, be the property of HACC.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under the Agreement are those of an independent contractor.
9. **LIMITATION OF LIABILITIES.** The Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
10. **DEFAULT.** Failure by either Party to negotiate in good faith as provided in this Agreement or otherwise comply with the terms of this Agreement shall constitute an event of default under this Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured fifteen (15) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth in Section 11.
11. **REMEDIES.** If terminated by HACC due to a breach by the Developer, then HACC shall have any remedy available to it in law or equity including, but not limited to, the right to require Developer to repay any funds spent in violation of the Agreement.
12. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of the Agreement, each party shall be responsible for its own attorneys' fees and expenses.
13. **MERGER.** THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THE AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THE AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. DEVELOPER, BY SIGNING THE AGREEMENT, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT, AND DEVELOPER AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

20220929 I.A



**Rodney A. Cook**  
Director

September 29, 2022

Housing Authority Board of Commissioners  
Clackamas County

Approval of an Exclusive Negotiation Agreement (ENA) with  
Related Northwest for the Redevelopment of Hillside Park.  
No County General Funds are involved.

<b>Purpose/Outcome</b>	Approval of an Exclusive Negotiation Agreement (“ENA”) with Related Northwest for the Redevelopment of Hillside Park. This ENA obligates both parties to negotiate in good faith the terms of a Disposition and Development Agreement (“DDA”). It requires HACC to refrain from marketing the Property and negotiating with other parties during the Exclusive Negotiation Period and allows Related Northwest to complete preliminary due diligence activities on the Property during Exclusive Negotiation Period. It is not a binding commitment by any party to execute further agreements.
<b>Dollar Amount and Fiscal Impact</b>	Should HACC and Related Northwest be unable to agree upon and execute the DDA(s) prior to the end of the Exclusive Negotiating Period, HACC will reimburse Related Northwest for eligible consultant costs expended during the Exclusive Negotiating Period up to an amount of \$100,000.
<b>Funding Source</b>	Metro Affordable Housing Bonds funds
<b>Duration</b>	The Exclusive Negotiation Period starts once the ENA is executed by both parties and expires December 31, 2022, with up to four 6-month options to extend to be exercised by Related Northwest upon mutual written consent of both parties. Future extensions, if any, of the Exclusive Negotiation Period will be negotiated prior to expiration of the ENA.
<b>Previous Board Action/Review</b>	08/01/22 – Development Update: Notifying Board of HACC’s selection of Related Northwest, one of six teams to respond to the RFEI, to enter into exclusive negotiations for the redevelopment of Hillside Park. 01/10/22 – Memo to Board: Intent to release Requests for Expressions of Interest (RFEI) - Hillside Park Redevelopment Developer Solicitation 08/15/21 – Approval of Resolution 1956 Authorizing the Housing Authority’s Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex 11/30/20 – Provided Letter of Support Section 18 Demolition & Disposition Application 10/03/19 – Approval of Hillside Park Master Plan Design Concept 10/01/19 – Study Session Update on Redevelopment Plans 08/06/19 – Study Session Project Update & Proposed Design Concept

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)



<b>Strategic Plan Alignment</b>	This funding aligns with the County's strategic priority to ensure safe, healthy, and secure communities by increasing the inventory of affordable housing units in Clackamas County.
<b>Counsel Review</b>	Reviewed by County Counsel 9/8/22 by Andrew Naylor
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/> 2. If no, provide brief explanation.
<b>Contact Person</b>	Devin Ellin, Director of Housing Development, HACC 971-227-0472
<b>Contract No.</b>	H3S #10843, Board Order #1972

**BACKGROUND:**

In coordination with County Counsel and HACC's outside counsel, HACC released a Request for Expressions of Interest (RFEI) seeking conceptual proposals for the redevelopment of Hillside Park. HACC received six competitive submissions from qualified development teams. After a rigorous review process, HACC's selection committee choose to enter into exclusive negotiations with Related Northwest. Since May, Related Northwest, HACC, and County Counsel have been drafting and negotiating the terms the Exclusive Negotiation Agreement ("ENA") and working through Phase 1 due diligence and concept planning.

Approval of the ENA with Related Northwest obligates both parties to negotiate in good faith the terms of a binding agreement that will govern the final disposition of the property and set forth the terms of the transaction. It requires HACC to refrain from marketing the Property and negotiating with other parties during the Exclusive Negotiation Period and allows Related Northwest to complete preliminary due diligence activities on the Property during Exclusive Negotiation Period. It is not a binding commitment by any party to execute further agreements.

The ENA will serve as the basis for the negotiation and execution of a subsequent binding agreement called a Disposition and Development Agreement ("DDA"). The DDA will govern the final disposition of the property setting forth the terms of the transaction.

The ENA includes provisions reserving to the Authority the right to terminate negotiations with Related Northwest, if HACC in its sole discretion, determines that negotiations during the pre-development phase are not progressing in a satisfactorily timely manner.

All binding agreements are contingent upon Board review and approval. HACC staff will keep the Board apprised of the process as concepts progress and feasible propositions develop.

The redevelopment of Hillside Park aligns with the County's Performance Clackamas goal of ensuring safe, healthy and secure communities by providing up to 400 units of new mixed-income (including affordable, workforce & market-rate) housing and replacing 100 units of near-obsolete public housing with newly constructed affordable housing.

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)



Page 2 – Staff Report  
September 29, 2022

**RECOMMENDATION:**

Staff recommends the Board approve HACC entering into an Exclusive Negotiation Agreement with Related Northwest for the Redevelopment of Hillside Park.

The Exclusive Negotiation Agreement contains four optional 6-month renewals to extend the time in which to negotiate a final agreement. Staff further requests this Board execute an order delegating authority to sign such optional renewals to the HACC's executive director. This request is for purposes of administrative efficiency in the execution of the non-substantive extensions of time to negotiate. HACC will provide this Board with updates of the progress of the negotiations as they progress.

**ATTACHMENTS:**

Exclusive Negotiation Agreement for Hillside Park Redevelopment Site

Respectfully submitted,



Rodney A. Cook, Director  
Health, Housing and Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)

## Milwaukie City Council Final Decision and Order

### Master File #PD-2021-001 Hillside Park Planned Development

#### 1. Overview

Jill Smith, on behalf of the Housing Authority of Clackamas County (Applicant), filed a final Planned Development application package on August 17, 2021 and it was deemed complete on August 27, 2021. The submittal (master land use file #PD-2021-001) included applications for Planned Development, Zoning Map Amendment, Comprehensive Plan Map Amendment, and Subdivision review.

The following provisions of the Milwaukie Municipal Code (MMC) apply:

- MMC Section 19.1007 Type IV Review
- MMC Section 19.311 Planned Development Zone (PD)
- MMC Section 19.302 Medium and High Density Residential Zones (including R-2)
- MMC Section 19.902 Amendments to Maps and Ordinances
- MMC Chapter 19.500 Supplementary Development Regulations
- MMC Chapter 19.600 Off-Street Parking and Loading
- MMC Chapter 19.700 Public Facility Improvements
- MMC Title 17 Land Division

Public hearings were conducted pursuant to the provisions of MMC Section 19.1007 Type IV Review. The Milwaukie Planning Commission (Commission) opened a public hearing on October 12, 2021, when the Commission approved a recommendation for approval by the City Council.

The Milwaukie City Council (Council) opened a public hearing on November 16, 2021. The hearing commenced with a staff report presented by Vera Koliass, Senior Planner. The Council heard a presentation by the applicant team and took public testimony.

After deliberations, a motion was made by Councilor Batey and seconded by Councilor Falconer to approve the applications and adopt the Findings and Conditions prepared by City staff. The motion passed with 5 votes in favor and 0 votes opposed.

#### 2. The Record

The record was finalized at the November 16, 2021, Council hearing. The record includes the entire file from master file #PD-2021-001.

#### 3. Findings and Conditions

The City Council hereby adopts as its findings of fact in support of its decision approving the final development plan and program amendments for master land use file #PD-2021-

001 the Recommended Findings of Fact attached as Exhibit A, and the Council Staff Report, dated November 8, 2021.

The Council also adopts conditions of approval, and other requirements included with the November 8, 2021 staff report for master file #PD-2021-001.

#### 4. Order

The Council adopted Ordinance 2210 to approve the Final Development Plan and Program for the Planned Development and accompanying Zoning Map and Comprehensive Plan Map Amendments.

The Council concludes that the Subdivision component of master file #PD-2021-001 are approved based on the Record and Findings and Conditions noted above.



Mark Gamba, Mayor

Milwaukie City Council

November 16, 2021

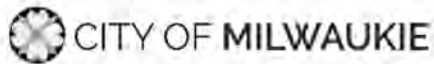
Date

Appeals of Type IV decisions are handled by the Oregon Land Use Board of Appeals (LUBA) at: 550 Capitol Street NE, Suite 235, Salem, Oregon 97301-2552, 503-373-1265, <http://luba.state.or.us>. They can provide information regarding the timeline for filing an appeal and the proper forms and procedures.

Only persons who submitted comments or made an appearance of record at a public hearing on this application have standing to appeal the decision by filing a written appeal.

This decision is effective upon the signing of this Final Order.





## COUNCIL ORDINANCE No. 2210

**AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, ADOPTING THE FINAL DEVELOPMENT PLAN AND PROGRAM FOR HILLSIDE PARK (FILE #PD-2021-001) AND AMENDING THE CITY'S ZONING MAP TO REZONE THE PROPERTY TO RESIDENTIAL R-1 AND GENERAL MIXED USE GMU, ADD THE "PD" DESIGNATION TO THE SUBJECT PROPERTY, AND AMEND THE CITY'S COMPREHENSIVE PLAN LAND USE MAP WITH THE TOWN CENTER DESIGNATION AND HIGH DENSITY DESIGNATION ON PORTIONS OF THE PROPERTY AS SHOWN IN EXHIBIT E BELOW (FILE #ZC-2021-001).**

**WHEREAS** the approved final development plan and program will establish the standards and requirements for development within the Hillside Park development; and

**WHEREAS** the proposed amendments to the Zoning Map will result in residential and mixed-use development that is compatible with the surrounding neighborhood; and

**WHEREAS**, on October 12, 2021, the Milwaukie Planning Commission conducted a public hearing as required by MMC 19.1007.5 and adopted a motion in support of the final development plan and program and proposed amendments; and

**WHEREAS** the Milwaukie City Council finds that the final development plan and program and proposed amendments are in the public interest of the City of Milwaukie.

**Now, Therefore, the City of Milwaukie does ordain as follows:**

Section 1. Findings. Findings of fact in support of the final development plan and program amendments are adopted by the City Council and are attached as Exhibit A.

Section 2. Final Development Plan and Program. The final development plan and program for the Hillside Park development are adopted by the City Council and are attached as Exhibit B.

Section 3. Conditions and Other Requirements. Conditions of approval and other requirements related to the final development plan and program are adopted by the City Council and are attached as Exhibits C and D.

Section 4. Amendments. The Milwaukie Zoning Map is amended as described in Exhibit E (Proposed Zoning Map Amendments).

Section 5. Effective Date. The amendments shall become effective 30 days from the date of adoption.

Read the first time on **November 16, 2021** and moved to second reading by **5:0** vote of the City Council.

Read the second time and adopted by the City Council on **November 16, 2021**.

Signed by the Mayor on **November 16, 2021**.

  
\_\_\_\_\_  
Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Scott S. Stauffer, City Recorder

  
\_\_\_\_\_  
Justin D. Gericke, City Attorney









Nearly 50 years after Stephen M. Ross founded Related Companies, we are proud of what we have accomplished to make our company, industry and communities more inclusive, diverse, and equitable, even as we are humble in the knowledge that we must do more.

Our track record over the past decades contains important lessons that will guide our work going forward. It is a bedrock belief of this organization that diversity, equity and inclusion (DE&I) are not only socially responsible, they are the foundation of a successful business.

FIVE PILLARS OF DIVERSITY, EQUITY & INCLUSION

1  
Affordable  
& Workforce  
Housing

2  
Investing  
in Action

3  
Workforce &  
Small Business  
Development

4  
Comm  
Build



# L

ONE

## Affordable & Workforce Housing

From its founding, Related has been a leader in the development, construction, preservation, and renovation of rental homes for individuals and families who struggle to pay market rates.

Our longstanding commitment to providing and preserving quality housing for America's most economically vulnerable citizens is best demonstrated by the fact that: We have never exited an affordable housing program or converted an affordable housing site to market rate.





# 75%+

of Related's rental developments include a traditional affordable housing component, i.e., households that earn 60% or less of "area median income" (AMI).



# 2/3



of the rental apartments that Related owns and operates serve affordable households, i.e. families with an average annual income of approximately \$20,000. More than 60% of those families identify as Black, Hispanic or Latinx, Asian or Native American.

# 5,000

units are for teachers, and other larger workforce. These households represent 60% to 13%





Our efforts to weave our properties into the fabric of their communities is organically done when we team up with community insiders. One powerful example is the seven joint venture projects Related California has undertaken with churches in Black communities over the past 15 years, creating nearly 500 affordable family and senior units. Our partners include:

IN LOS ANGELES  
**WEST ANGELES  
COMMUNITY CHURCH**

IN OAKLAND  
**ACTS FULL GOSPEL  
CHURCH**

IN POMONA  
**SHIELD OF FAITH  
CHRISTIAN CENTER/  
SHIELD OF FAITH  
ECONOMIC  
DEVELOPMENT  
CORPORATION**

IN RICHMOND  
**RICHMOND LABOR  
AND LOVE COMMUNITY  
DEVELOPMENT  
CORPORATION**

IN SACRAMENTO  
**ALL NATIONS  
CHURCH/ITASKER  
HOLLINS COMMUNITY  
DEVELOPMENT  
CORPORATION**

IN SAN DIEGO  
**ST. STEPHENS CHURCH**



# 2

TWO

## Investing in Action

As a company and as individuals, Related, its leaders and employees, have implemented numerous initiatives to foster a more equitable and



# RISE

Established in 2015 by Stephen M. Ross, the Ross Initiative in Sports for Equality (RISE) is a national nonprofit focused on eliminating racial discrimination, championing social justice, and improving race relations in sports. Since its founding, Stephen has given more than \$30 million to the cause. Employing a three-pronged strategy of education, empowerment, and engagement, RISE provides athletes and other industry leaders with the opportunity and tools—programs, workshops, roundtables, and resources—to address bigotry, prejudice, diversity, and inclusion while encouraging them to become more effective advocates for social change. RISE also targets sports fans in and around college and professional events with experiences that raise awareness, evoke empathy, and encourage action in the social justice arena.







# WRI ROSS CENTER FOR SUSTAINABLE CITIES

Creating sustainable cities and supporting environmental justice has been a focus for Related and its founder for nearly half a century. With the understanding that climate change disproportionately affects socio-economically vulnerable populations, Stephen M. Ross announced a \$30.5 million contribution to the World Resources Institute in 2014 to establish the WRI Ross Center for Sustainable Cities, as well as the Prize for Cities in 2018. This initiative is designed to integrate and leverage expertise and experience in urban planning, sustainable transport, energy and climate change, water resources, and governance. Working in dozens of countries around the globe, including the United States, the Center has built upon the WRI's track record of developing accessible, healthy, equitable and environmentally-friendly cities.







# RELATED AFFORDABLE FOUNDATION

In 2016, Related established a tax-exempt organization to enrich the lives of affordable residents and break the generational cycle. Related Affordable Foundation (RAF) sponsors programs and activities in the areas of education, security, health and wellness, and workforce. Through May of this year, the foundation has granted nearly **\$1.2 million** to several dozen grants.

Recent grants include:

**\$210,000+** to After School Matters Program dedicated to providing meaningful opportunities for local teens to counter violence through their contributions to their communities.

**\$89,000+** to the YMCA of South Florida for an after-school aquatic program, Y-RISE pilot program and community resident services program.

**\$30,000** to Benevolence Funds in Houston, Texas, to assist individuals with basic-living needs during emergencies.

**\$28,000** to Fareground Community Center, a female-run, anti-hunger and food-justice nonprofit in New York







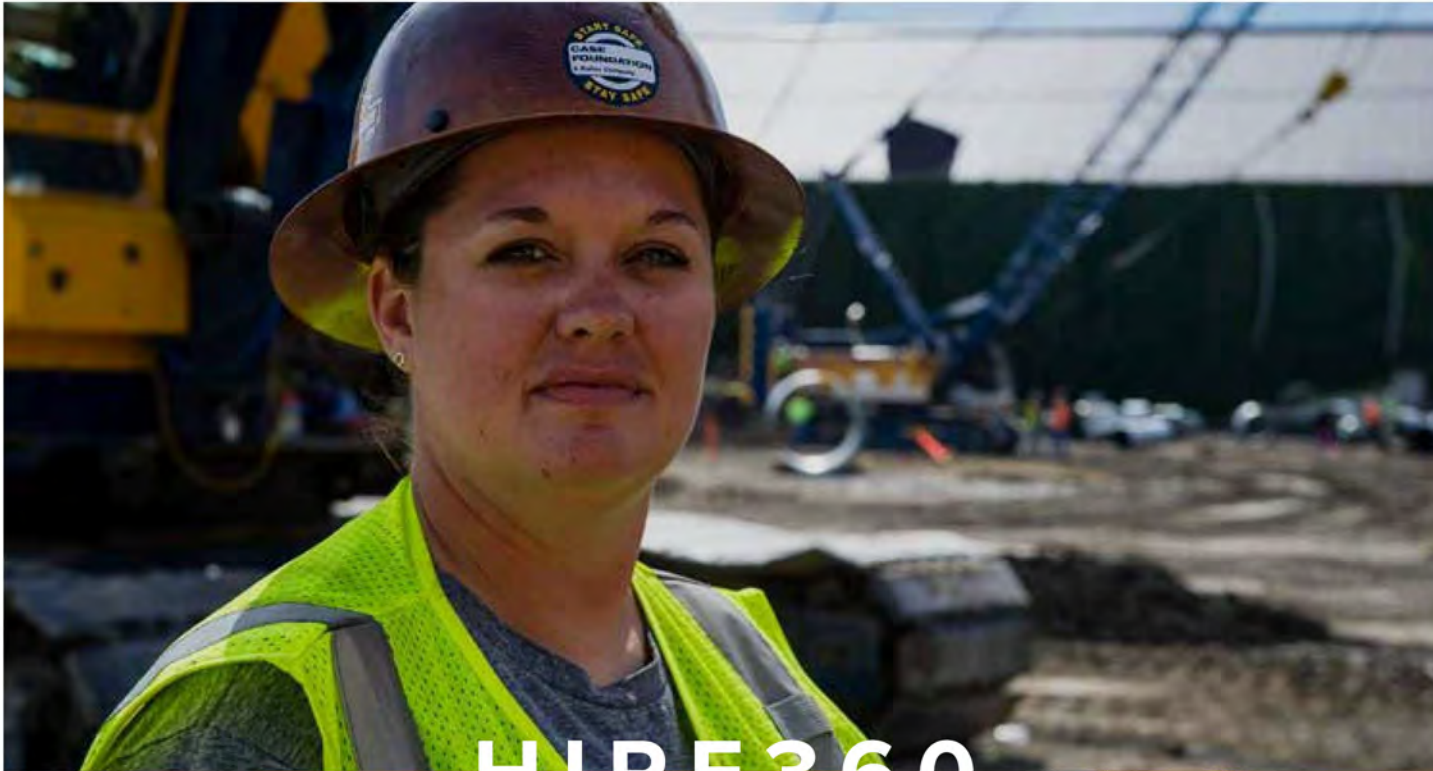
# 3

## THREE Work Busin

Related engag  
inclusive and c  
whom we part

2

1



# HIRE360



Related Midwest, head  
been a leader in com  
development and me  
women-owned Busine  
as well as diversity an

Co-founded by Related  
industry partnership d  
that develops sustain  
ventures for underrep  
encouraging leading p  
and empower an inclu  
small business develo



Related Midwest's commitment to, and investment in, workforce development includes:



### **COMMUNITY INCLUSION COUNCIL**

The Community Inclusion Council (CIC), a first-of-its-kind organization, was founded with a council of trusted, community partners with the mission to guide our business diversity, equity and inclusion efforts and provide feedback on our practices.



### **RELATED MIDWEST COMMUNITY COMMITMENT ECOSYSTEM**

This collection of interdependent programs, resources, partners, and initiatives works to hold our industry accountable, and strengthen communities.



## RELATED MIDWEST



# 450+

community residents hired across 25 projects.



# 15

first-opportunity contracts for local startups.

# \$250M+

in contracts awarded to businesses that are owned by underrepresented groups including women.



# 25

small  
part  
men



# 15

small  
that  
sec  
indu





# HIRING NETWORKS

Through a unique partnership, we have brought together multiple organizations from across the state close to a dozen localities to create employment opportunities for people who face barriers such as limited skills, have inconsistent work history, or are non-English speakers.





# HUDSON YARDS HIRING NETWORK

Related founded the  
to ensure that as man  
being created by our  
would be made availa  
might experience ad  
The Hiring Network is  
a strong representatio  
of a private-public  
partnership, engaging  
and coordinating the  
efforts of multiple NYC  
agencies and local  
nonprofits that serve t  
needs of jobseekers t  
face employment barr  
within the underserve  
communities of our ci





# PUBLIC SCHOOL OUTREACH



With the goal of expanding its reach, Related has sought to engage the real estate industry for student outreach.

At the forefront of the industry, Related since 2017 has established a partnership with Boston Public Schools to provide multiple summer internships, construction-site tours, and more. In addition, Related has participated in various engineering curriculum programs.





# CANDIDATE POOL EXPANSION

For nearly 10 years, R... community organization... nonprofits to nurture s... traditionally underrep... industry. The goal is to... candidates from these... commercial and resid...

Partners include:



FOUR

# Community Building

Related operates or supports a broad range of artistic, cultural, technological, and social service programs that strengthen our neighborhoods and communities we serve.



## **SOCIAL SERVICE ENHANCEMENTS**

Related is proud to partner with more than two dozen different local service organizations to provide residents across the country with after-school programs, art engagement, and various services focused on health and wellness, financial skills development, and aging in place with dignity. In aggregate, we invest \$4 million per year for these social-service enhancements including:

**NEIGHBORHOOD INVESTMENT COALITIONS**

**INTERNET EQUALITY**

**ARTS, CULTURE & CONVERSATION**

**FACILITATING DIALOGUES**





## SOCIAL SERVICE ENHANCEMENTS

### NEIGHBORHOOD INVESTMENT COALITIONS

Related believes in marshaling the resources of the businesses in our communities to drive positive change. As an example, Related is a founding member of the West Side Community Fund (WSCF) in New York City, a consortium of more than 20 leading businesses and firms that help deliver improved or expanded services to residents in Manhattan's Chelsea and Hudson Yards neighborhoods. Primary beneficiaries include low-income residents, youth, and the homeless. In its first year, the WSCF awarded more than \$440,000 in grants to more than 50 separate organizations or projects, focusing mainly on health and wellness, arts, food assistance, education, job training, and legal advocacy.

## INTERNET EQUALITY

## ARTS, CULTURE & CONVERSATION

## FACILITATING DIALOGUES





**SOCIAL SERVICE ENHANCEMENTS**

**NEIGHBORHOOD INVESTMENT COALITIONS**

## **INTERNET EQUALITY**

To help bridge the digital divide, Related has partnered with Starry Internet to provide an ultra-low-cost, high-quality broadband option to residents. Through it, more than 4,000 of Related's affordable housing residents have access to a high-speed, uncapped broadband service for \$15 per month or less, which includes equipment, installation, and 24/7 customer care. Crucially, the program does not require long-term contracts, credit checks or other eligibility requirements, and any other traditional barriers to adoption.

**ARTS, CULTURE & CONVERSATION**

**FACILITATING DIALOGUES**





**SOCIAL SERVICE ENHANCEMENTS**

**NEIGHBORHOOD INVESTMENT COALITIONS**

**INTERNET EQUALITY**

## **ARTS, CULTURE & CONVERSATION**

Related's commitment to community engagement through arts and culture includes a focus on telling the diverse stories of our communities. Some of those examples include the sponsorship of art programs in our affordable portfolio, such as "Art of Sedgwick" in Chicago and the Mural Festival in Springfield, Massachusetts. Hudson Yards opened its retail center and Public Square with the much-heralded "Off The Wall" exhibit, showcasing a diverse collection of visual artists that included Jamilla Okubo and Willie Cole.

**FACILITATING DIALOGUES**





**SOCIAL SERVICE ENHANCEMENTS**

**NEIGHBORHOOD INVESTMENT COALITIONS**

**INTERNET EQUALITY**

**ARTS, CULTURE & CONVERSATION**

## **FACILITATING DIALOGUES**

Our mixed-use properties regularly host events created to raise awareness around important issues. Hudson Yards, as an example, increases cultural understanding, facilitate education or raise money for issues affecting people of color and women. Hudson Yards, as an example, has partnered with more than four dozen non-profit organizations over the past three years, including Prep for Prep (leadership development for students of color), The Bridge Fund (homeless prevention) and Her Justice (legal services for women living in poverty). So far, Hudson Yards has hosted events attended by nearly 4,000 guests, providing free space and, in most cases, covering all other costs. Similarly, Rosemary Square, Related Southeast's new development in West Palm Beach, has hosted a variety of community-fostering gatherings include an International Women's Day panel.



1 2 3 4

# Employment & Leadership

Related has long sought to develop a  
that reflects the diversity of o





Approximately  
identify as Black or  
Asian; Native  
other P



Approximately 35% of Related's 3,737 employees identify as female.



**337** employees, or **48%** of Related's managers, identify as female.

**63** employees, or **24%** of Related's senior leadership, identify as female.







Among Related's  
identify as Black or  
Asian; Native Ame  
Pacific





# The Future

---

It is a bedrock belief of this organization that diversity, equity and inclusion (DE&I) are not only socially responsible, they are the foundation of a successful business. Related is committed to increasing DE&I within the company and the broader real estate industry.

This goal has been a part of the company's DNA since its founding, and the path to success runs through every Related employee who will live these values and use them to guide the work they do.

Ou

FIVE PILLARS OF DIVERSITY, EQUITY & INCLUSION

1  
Empowering  
Internal  
Leadership

2  
Growing a  
Diverse Talent  
Pipeline for  
Related & the  
Real Estate  
Industry

3  
Raising  
Awareness of  
Unconscious  
Bias &  
Structural  
Racism

4  
Enhancing  
Job Training  
Development  
& Retention  
Programs



L

ONE

# Empowering Internal Leadership

Identify internal leaders who will ensure the achievement of Related's diversity, equity, and inclusion goals, and initiatives.

# Empowering Internal Leadership

---

## OBJECTIVE



Ensure focus at all levels of the organization to make sure our DE&I goals are met.

## ACTION ITEMS

**APPOINT** a top level executive to ensure results and transparency on DE&I goals across all business divisions.

**APPOINT** “Captains” across our organization, both geographically and within functional groups, to lead DE&I efforts that advance progress toward our overarching goal.

**APPOINT** “Supply Chain Officers” for development of professionals and construction vendors/ subcontractors and suppliers, as well as corporate vendors, to pursue and comply with M/WBE goals.

**UPDATE** company and public outlets on Related’s DE&I progress.

# 2

TWO

## Growing a Diverse Related & the Real

Foster next generation talent through targeted p  
our applicant pool, specifically increasing the pe  
and people from the Latinx, Native American, A



# Growing a Diverse Talent Pipeline for Related & the Real Estate

## OBJECTIVE



Strive for finalist pool of applicants for all positions, particularly at the decision-making level, that includes a diverse group of candidates and demonstrates the company's commitment to DE&I.

## ACTION ITEMS

**LAUNCH** the Related Scholars Program and the Blau Initiative. This 10-year, \$6 million program is designed to recruit students to the University of Michigan's Ross School of Business and mentor them through to jobs at Related or elsewhere in the industry.



**REVIEW** all business processes and materials around recruitment and hiring, and implement protocols that ensure that considered candidates are representative of the society we live in.

**EXPAND** partnerships with Sponsors for Educational Opportunity (SEO), Prep for Prep, Management Leadership for Tomorrow (MLT), Fannie Mae Future Housing Leaders Program, Real Estate Associate Program (REAP) and other professional organizations that focus on diversity recruitment.

**IMPLEMENT** student ambassador recruiting programs at HBCUs with real estate development or property management programs.

**ACTIVELY RECRUIT** from diverse student organizations at schools with which we are already partnered with and expand the recruitment process for internships and incoming class positions to include the most diverse schools in each of our primary market areas.

# Growing a Diverse Talent Pipeline for Related & the Real Estate

## OBJECTIVE



Foster next-generation talent through community outreach programs targeting junior and senior high school students.

## ACTION ITEMS

**CREATE** programs in cities we serve that give students in underrepresented communities exposure to all areas of the real estate industry.

**SUPPORT** local public and private schools to create mentorship programs.

**EXPAND** partnerships with organizations in each of our primary market areas, such as Harlem Educational Activities Fund (HEAF) and Prep for Prep, that have been created to enhance success of local junior and senior high students.

**ENCOURAGE** employees and business partners to participate in panels, mentorship programs, and nonprofit boards in their communities.

# 3

THREE

## Raising Unconscious Structural

Strengthen tra  
awareness ab  
and structural



# Raising Awareness of Unconscious Bias and Structural R

---

## OBJECTIVE



Raise awareness of micro-aggression and cultural insensitivity, as well as vocabulary and values of equality and equity pertinent to underrepresented groups.

## ACTION ITEMS

**WORK** with experts and consultants in diversity, equity and inclusion to conduct tailored workshops with senior leadership.

**PROVIDE** annual diversity training in workplace for all employees.

**INCORPORATE** statements of anti-racism and commitments to racial equity in employee handbook.

## FOUR

# Enhancing Job Training, Development & Retention Programs

Ensure Black employees as well as women and people from the Latinx, Native American, Asian, and other underrepresented groups are included in the leadership development pipeline by employing a range of formal and informal professional development tools.



# Enhancing Job Training, Development and Retention Pro

## OBJECTIVE



Employ a range of professional development tools to improve company culture to become more authentically diverse and inclusive, as well as to ensure Black and other underrepresented groups are included in the leadership development pipeline.

## ACTION ITEMS

**CREATE** one-to-one mentorship opportunities between employees and senior-level executives.

**CREATE** skills coaching as well as specific leadership visibility and educational opportunities at all levels of employment.

**HOST** quarterly executive leadership gatherings with members of underrepresented groups.

**REVAMP** performance-management evaluations to ensure language is objectively consistent across all Related business units, and that responses are based on employees' actual abilities and performance, not implicit biases.

**PERFORM** consistent evaluation of diversity throughout company for senior leadership positions.

**SUPPORT** organically created Employee Resource Groups/ Affinity Groups to build community, provide support and contribute to personal and professional development in work environment.

**CONSIDER** creating rotational leadership/management programs within specialties to expand advancement opportunities.



1 2 3 4

# Utilizing Supply Chain Eco-System

Engage our supply chain to prioritize Black and  
and worker development at all stages of the process  
design, construction, and c

# Utilizing Supply Chain Eco-System

## OBJECTIVE



Develop M/WBEs in all aspects of the real estate industry and provide advancement pathways for workers from underrepresented groups through targeted training and apprenticeships across our development markets.

## ACTION ITEMS

**EXPAND** HIRE360 workforce development initiative (based in Chicago), which is focused on increasing diversity in construction industry, including mentoring and incubating M/WBE contractors and vendors.

**PROVIDE** localized mentorship, direct investment, and specialized services that will strengthen economic opportunities, engage youth, and develop sustainable careers and business ventures in the construction industry.

**IDENTIFY** and eliminate barriers of entry into construction industry businesses relevant to M/WBEs and create a talent pipeline from underrepresented communities to fill positions of need.

**SEEK** investment opportunities in M/WBEs to help them grow.

**INCLUDE** M/WBE goals as part of every Investment Memo.

# Utilizing Supply Chain Eco-System

---

## OBJECTIVE



Engage our supply chains to prioritize businesses owned by members of Black and other underrepresented communities.

## ACTION ITEMS

**IDENTIFY** M/WBEs, contractors and subcontractors, as well as vendors, partners and lenders who can bid for Related development, construction services procurement, and supply opportunities.

**IDENTIFY** M/WBEs with whom we can partner with development activities.



“Related – as an organization – and our  
stand alongside everyone advocating for equ  
and we will always operate our business  
foundational values guiding us

– JEFF BLAU



Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

# Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013  
(exp.12/31/2016)

### 1a. Project Name & Address (including City, County, State & Zip Code)

Hillside Park  
2889 SE Hillside Court  
Milwaukie, OR 97222

Clackamas County

### 1b. Project Contract Number

### 1c. No. of Units

275

### 1d. Census Tract

209.00

### 1e. Housing/Expanded Housing Market Area

Housing Market Area: Clackamas County  
Expanded Housing Market Area: Portland Metro

### 1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

Quantum Residential / 601 E 16th St. Vancouver, WA 98663 / 360.696.9000 / info@qresinc.com

### 1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

Related Northwest / 208 SW First Avenue Suite 240, Portland, OR 97204 / Multnomah County / 971.284.5648, rhood@related.com

### 1h. Entity Responsible for Marketing (check all that apply)

Owner  Agent  Other (specify) \_\_\_\_\_

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

Regional Portfolio Manager / 601 E 16th St. #100 Vancouver, WA 98663 / Clark County / 360.696.9000 / info@qresinc.com

### 1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

Compliance Director / 601 E 16th St. #100 Vancouver, WA 98663 / Clark County / 360.696.9000 / info@qresinc.com

### 2a. Affirmative Fair Housing Marketing Plan

Plan Type  Date of the First Approved AFHMP:

Reason(s) for current update:

### 2b. HUD-Approved Occupancy of the Project (check all that apply)

Elderly  Family  Mixed (Elderly/Disabled)  Disabled

### 2c. Date of Initial Occupancy

01/01/2024

### 2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

For existing projects, select below the reason advertising will be used:

- To fill existing unit vacancies
- To place applicants on a waiting list  (which currently has  individuals)
- To reopen a closed waiting list  (which currently has  individuals)



**3a. Demographics of Project and Housing Market Area**  
Complete and submit Worksheet 1.

**3b. Targeted Marketing Activity**

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

- White
- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- Hispanic or Latino
- Persons with Disabilities
- Families with Children
- Other ethnic group, religion, etc. (specify)

**4a. Residency Preference**

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.  Please Select Yes or No  
If no, proceed to Block 4b.

(1) Type  Please Select Type

(2) Is the residency preference area:  
The same as the AFHMP housing/expanded housing market area as identified in Block 1e?  Please Select Yes or No

The same as the residency preference area of the local PHA in whose jurisdiction the project is located?  Please Select Yes or No

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

**4b. Proposed Marketing Activities: Community Contacts**  
Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

**4c. Proposed Marketing Activities: Methods of Advertising**  
Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

**5a. Fair Housing Poster**

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

Rental Office    
  Real Estate Office    
  Model Unit    
  Other (specify)

**5b. Affirmative Fair Housing Marketing Plan**

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

Rental Office    
  Real Estate Office    
  Model Unit    
  Other (specify)

**5c. Project Site Sign**

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

Rental Office    
  Real Estate Office    
  Model Unit    
  Entrance to Project    
  Other (specify)

The size of the Project Site Sign will be  x  TBD

The Equal Housing Opportunity logo or slogan or statement will be  x  TBD

**6. Evaluation of Marketing Activities**

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

To establish the Initial plan and for periodic monitoring, groups least likely to apply are identified through analysis of census data. Data is reviewed to determine where the percentage of applicants and/or current households in any outreach category falls below the the lowest percentage of the same group in the Census Tract, Marketing, or Expanded Marketing area. Contacts for groups that require increased outreach are identified, updated as needed, and outreach performed. Once the project is leased, outreach is performed on an annual basis and in conjunction with waitlist purges to ensure we continue to reach our targeted applicants.

During outreach, contacts listed in the plan are contacted via email and provided with property specifics regarding unit and program types, amenities, and waitlist status.

7a. Marketing Staff

What staff positions are/will be responsible for affirmative marketing?

Marketing Director, Regional Portfolio Manager, Property Manager, Compliance Director

7b. Staff Training and Assessment: AFHMP

- (1) Has staff been trained on the AFHMP?
- (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?
- (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

AFHMP training is provided by Compliance staff annually and as plans are updated. Fair Housing Training is provided at hire, minimally annually, and through trainings as available from outside agencies. Multiple Fair Housing Training modules are also available through the GROW program and required of all staff.

- (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?
- (5) If yes, how and how often?

Annually in conjunction with waitlist purges, as well as during performance reviews

7c. Tenant Selection Training/Staff

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?
- (2) What staff positions are/will be responsible for tenant selection?

As applicants come to the top of the waitlist, qualification is based on program qualification and background screening criteria. Program qualification for each household is approved through the Compliance Specialist, and Background Screening conducted by a third party screening company. Appeals for issues related to Background Screening are processed by the Regional Portfolio Manager. Questions regarding program qualification are referred to the Compliance Director

7d. Staff Instruction/Training:

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

Quantum trains staff internally as well as with the assistance of the Multifamily Northwest and the Fair Housing Council of Oregon. Recent and upcoming trainings at the time of this plan include the below.

Multifamily Northwest Fair Housing Fair, April 13, 2022  
 Oregon AHMA - Fair Housing Compliance June 2022  
 Oregon AHMA - How to Implement the AFHMP June 2022  
 Quantum In-House - Maintaining the AFHMP December 2022  
 Quantum GROW program - Multiple Fair Housing course offerings updated frequently, availability ongoing



**8. Additional Considerations** Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

**9. Review and Update**

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

Margaret Campbell

Title & Name of Company

Compliance Director, Quantum Residential, Inc

**For HUD-Office of Housing Use Only**

Reviewing Official:

**For HUD-Office of Fair Housing and Equal Opportunity Use Only**

Approval

Disapproval

Signature & Date (mm/dd/yyyy)

Signature & Date (mm/dd/yyyy)

Name (type or print)

Title

Name (type or print)

Title

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

**Purpose of Form:** All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

**Applicability:** The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

#### INSTRUCTIONS:

**Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing**

#### Part 1: Applicant/Respondent and Project

**Identification.** Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (<http://factfinder2.census.gov/main.html>) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

#### Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

### Part 3 Demographics and Marketing Area.

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

### Part 4 - Marketing Program and Residency Preference (if any).

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

**Please attach a copy of the advertising or marketing material.**

### Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**



**Part 6 - Evaluation of Marketing Activities.**

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

**Part 7- Marketing Staff and Training.**

Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.

Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

**Part 8 - Additional Considerations.**

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

**Part 9 - Review and Update.**

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least to likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

**Notification of Intent to Begin Marketing.**

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

**Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities**  
**(See AFHMP, Block 3b)**

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White	not available	not available	94.6	90.0	84.9
% Black or African American	not available	not available	1.8	1.8	4.3
% Hispanic or Latino	not available	not available	17.1	9.0	12.4
% Asian	not available	not available	3.2	6.5	9.1
% American Indian or Alaskan Native	not available	not available	3.7	2.1	2.1
% Native Hawaiian or Pacific Islander	not available	not available	0.0	0.7	1.2
% Persons with Disabilities	not available	not available	13.9	11.8	12.0
% Families with Children under the age of 18	not available	not available	31.4	29.2	28.4
Other (specify)					

## Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.
Families with children  White	Portland Homeless Family Solutions Brandi Tuck Executive Director brandi@pdxhfs.org Provides resident referrals, case management, rental assistance Outreach 10/2021
Disabled	Community Vision Inc <a href="https://cvision.org/">https://cvision.org/</a> 2475 SE Ladd Avenue, Suite 240 Portland, OR 97214 503.292.4964 info@cvision.org Allen Hines - Housing Access Director Social Service Agency providing resident referrals. Outreach 06/2023
Hispanic	Latino Network Family Stability Program <a href="http://www.latnet.org/family-stability-overview">http://www.latnet.org/family-stability-overview</a> 410 NE 18th Avenue Portland, OR 97232 503.283.6881 David DiMatteo - Associate Director of Family Life and Stability David@Latnet.org Social Service Agency providing resident referrals. Outreach 06/2023
Black/African American	Urban League of Portland <a href="https://ulpdx.org/">https://ulpdx.org/</a> Portland, OR 97227 503.280.2600 ulpdx@ulpdx.org Denetta Monk - Director of Housing Programs Social Service Agency providing resident referrals. Outreach 06/2023
American Indian or Alaska Native	NAYA <a href="https://nayapdx.org">https://nayapdx.org</a> 5135 NE Columbia Blvd Portland, OR 97218 503.288.8177 Delores Burgos – Housing and Energy Services Manager deloresb@nayapdx.org Social Service Agency providing resident referrals. Outreach 06/2023
Asian Native Hawaiian and Pacific Islander	IRCO Pacific Islander and Asian Family Center <a href="https://irco.org">https://irco.org</a> 8040 NE Sandy Blvd Portland, OR 97213 503.235.9396 piafc- info@irco.org Social Service Agency providing resident referrals. Outreach 06/2023



## Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

<b>Targeted Population(s)→ Methods of Advertising ↓</b>	<b>Targeted Population:</b>	<b>Targeted Population:</b>	<b>Targeted Population:</b>
<b>Newspaper(s)</b>			
<b>Radio Station(s)</b>			
<b>TV Station(s)</b>			
<b>Electronic Media</b>	Families with children,	Hispanic, Asian, Native Hawaiian / Pacific Islander African American	Black, African American American Indian, Alaska Native
Craigslist, Qresinc.com			
<b>Bulletin Boards</b>			
<b>Brochures, Notices, Flyers</b>	Families with children,	Hispanic, Asian, Native Hawaiian, Pacific Islander	Black, African American American Indian, Alaska Native
Posted in community, emailed to contacts			
<b>Other (specify)</b>			

Portland-Vancouver-Hillsboro, OR-WA Metro Area			
Label	Estimate	Margin of Error	Percent
▼ HOUSEHOLDS BY TYPE			
▼ Total households	964,554	±4,818	964,554
> Married-couple family	461,922	±8,376	47.9%
> Cohabiting couple household	86,408	±4,501	9.0%
> Male householder, no spouse/partner present	174,819	±5,845	18.1%
> Female householder, no spouse/partner present	241,410	±6,132	25.0%
Households with one or more people under 18 years	274,248	±6,670	28.4%
Households with one or more people 65 years and over	272,323	±3,338	28.2%
Average household size	2.54	±0.01	(X)
Average family size	3.13	±0.03	(X)
> RELATIONSHIP			
> MARITAL STATUS			
> FERTILITY			
> GRANDPARENTS			
> SCHOOL ENROLLMENT			
> EDUCATIONAL ATTAINMENT			
> VETERAN STATUS			
▼ DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION			
▼ Total Civilian Noninstitutionalized Population	2,475,479	±3,551	2,475,479
With a disability	296,606	±9,555	12.0%

### ACS DEMOGRAPHIC AND HOUSING ESTIMATES

Survey/Program: American Community Survey

TableID: DP05

Portland-Vancouver-Hillsboro, OR-WA Metro Area			
Label	Estimate	Margin of Error	Percent
▼ SEX AND AGE			
> Total population	2,493,221	±1,410	2,493,221
▼ RACE			
> Total population	2,493,221	±1,410	2,493,221
▼ Race alone or in combination with one or mor...			
▼ Total population	2,493,221	±1,410	2,493,221
White	2,117,962	±12,684	84.9%
Black or African American	108,366	±2,816	4.3%
American Indian and Alaska Native	52,850	±3,640	2.1%
Asian	227,097	±1,912	9.1%
Native Hawaiian and Other Pacific Islander	29,002	±3,188	1.2%
Some other race	101,553	±12,169	4.1%
▼ HISPANIC OR LATINO AND RACE			
▼ Total population	2,493,221	±1,410	2,493,221
▼ Hispanic or Latino (of any race)	309,230	±677	12.4%

American Community Survey

**DP05 | ACS DEMOGRAPHIC AND HOUSING ESTIMATES**

2019: ACS 1-Year Estimates Data Profiles

Notes | 1 Geo | Years | Topics | Surveys | Codes | Hide | Transpose | Margin of Error | Restore | Excel | Download | Print | Map

Clackamas County, Oregon			
Label	Estimate	Margin of Error	Percent
> SEX AND AGE			
▼ RACE			
> Total population	418,187	*****	418,187
▼ Race alone or in combination with one or m...			
▼ Total population	418,187	*****	418,187
White	376,465	±4,388	90.0%
Black or African American	7,390	±534	1.8%
American Indian and Alaska Native	8,980	±1,746	2.1%
Asian	27,280	±762	6.5%
Native Hawaiian and Other Pacific Isla...	2,730	±683	0.7%
Some other race	14,224	±3,830	3.4%
▼ HISPANIC OR LATINO AND RACE			
▼ Total population	418,187	*****	418,187
▼ Hispanic or Latino (of any race)	37,679	*****	9.0%

American Community Survey

**DP02 | SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES**

2019: ACS 1-Year Estimates Data Profiles

Notes | 1 Geo | Years | Topics | Surveys | Codes | Hide | Transpose | Margin of Error | Restore | Excel | Download | Print | Map

Clackamas County, Oregon			
Label	Estimate	Margin of Error	Percent
▼ HOUSEHOLDS BY TYPE			
▼ Total households	161,295	±2,077	161,295
> Married-couple family	86,040	±3,805	53.3%
> Cohabiting couple household	12,139	±1,787	7.5%
> Male householder, no spouse/partner present	24,434	±2,404	15.1%
> Female householder, no spouse/partner present	38,682	±2,471	24.0%
Households with one or more people under 18 years	47,024	±2,674	29.2%
Households with one or more people 65 years and over	54,513	±1,496	33.8%
Average household size	2.57	±0.03	(X)
Average family size	3.08	±0.07	(X)
▼ RELATIONSHIP			
> Population in households	415,029	±1,125	415,029
> MARITAL STATUS			
> FERTILITY			
> GRANDPARENTS			
> SCHOOL ENROLLMENT			
> EDUCATIONAL ATTAINMENT			
> VETERAN STATUS			
▼ DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZE...			
▼ Total Civilian Noninstitutionalized Population	416,386	±1,046	416,386
With a disability	49,032	±3,696	11.8%



American Community Survey

**DP05 | ACS DEMOGRAPHIC AND HOUSING ESTIMATES**

2020: ACS 5-Year Estimates Data Profiles

Notes Geos Years Topics Surveys Codes 123 Hide Transpose Margin of Error Restore Excel CSV ZIP Print Map

Census Tract 209, Clackamas County, Oregon

Label	Estimate	Margin of Error	Percent
<b>SEX AND AGE</b>			
> Total population	4,281	±510	4,281
<b>RACE</b>			
<b>Race alone or in combination with one or ...</b>			
<b>Total population</b>	4,281	±510	4,281
White	4,048	±503	94.6%
Black or African American	79	±81	1.8%
American Indian and Alaska Native	157	±127	3.7%
Asian	135	±82	3.2%
Native Hawaiian and Other Pacific Isl...	0	±13	0.0%
Some other race	312	±172	7.3%
<b>HISPANIC OR LATINO AND RACE</b>			
<b>Total population</b>	4,281	±510	4,281
Hispanic or Latino (of any race)	731	±287	17.1%

American Community Survey

**DP02 | SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES**

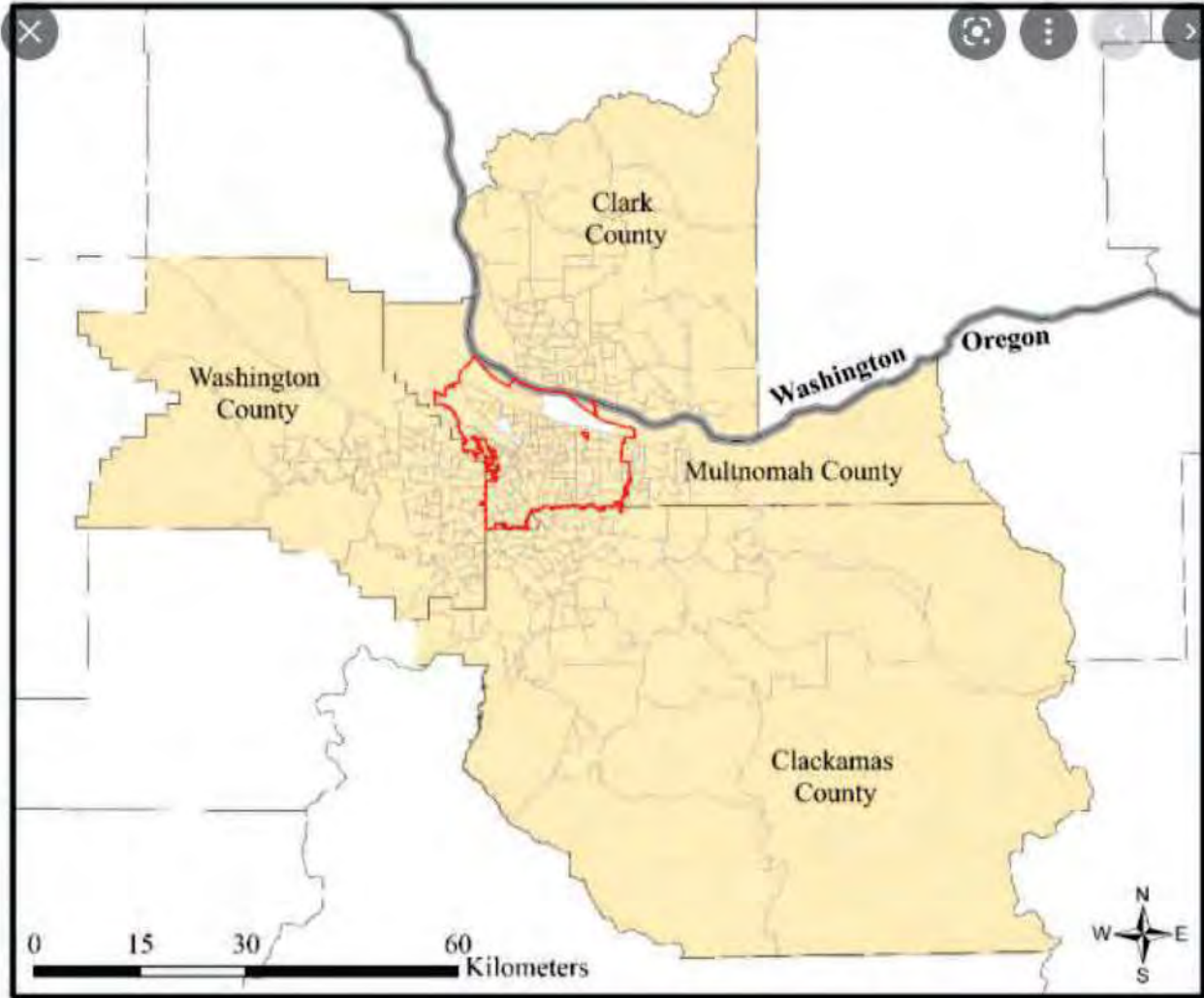
2020: ACS 5-Year Estimates Data Profiles

Notes Geos Years Topics Surveys Codes 123 Hide Transpose Margin of Error Restore Excel CSV ZIP Print Map

Census Tract 209, Clackamas County, Oregon

Label	Estimate	Margin of Error	Percent
<b>HOUSEHOLDS BY TYPE</b>			
<b>Total households</b>	1,751	±229	1,751
> Married-couple household	585	±113	33.4%
> Cohabiting couple household	147	±61	8.4%
> Male householder, no spouse/partner present	290	±87	16.6%
> Female householder, no spouse/partner present	729	±227	41.6%
Households with one or more people under 18 years	549	±210	31.4%
Households with one or more people 65 years and over	493	±77	28.2%
Average household size	2.42	±0.20	(X)
Average family size	2.90	±0.39	(X)
> RELATIONSHIP			
> MARITAL STATUS			
> FERTILITY			
> GRANDPARENTS			
> SCHOOL ENROLLMENT			
> EDUCATIONAL ATTAINMENT			
> VETERAN STATUS			
<b>DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZ...</b>			
<b>Total Civilian Noninstitutionalized Population</b>	4,281	±510	4,281
With a disability	596	±143	13.9%

Portland Metro Area

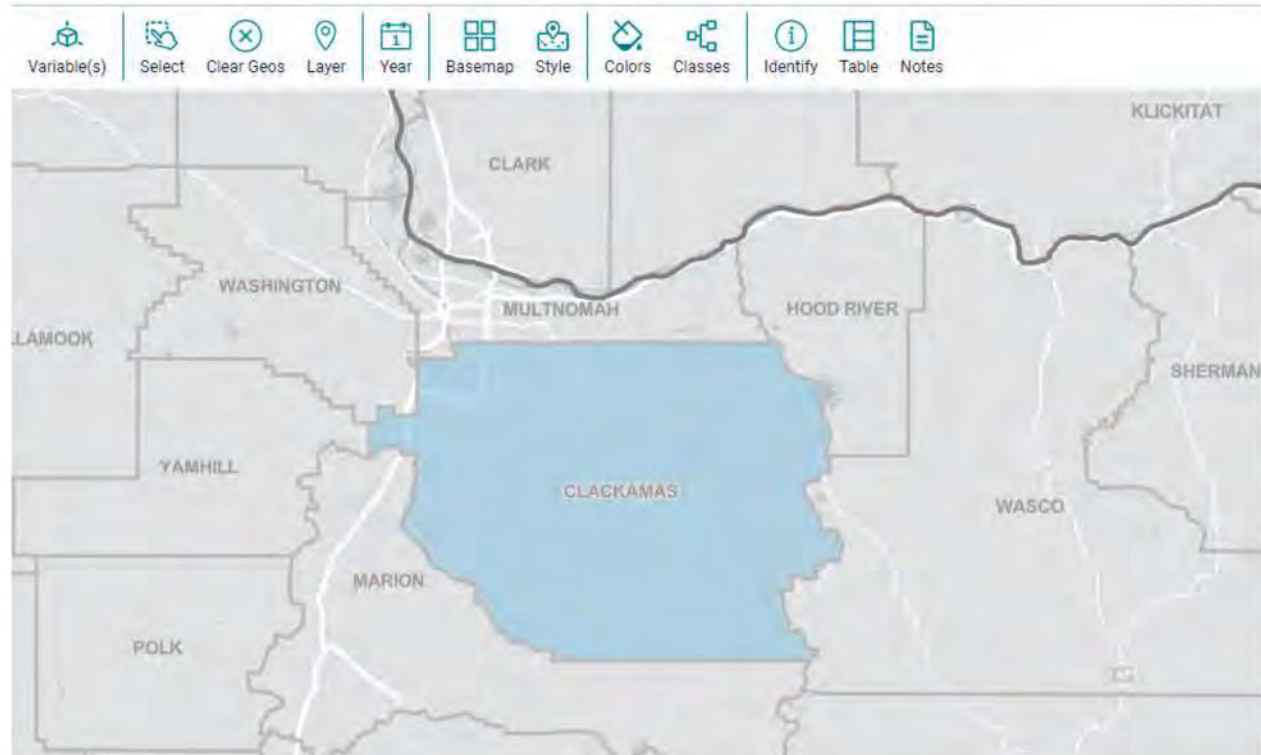


## Clackamas County

Decennial Census

**Total:— in 1 Geos in 2020**

2020 : DEC Redistricting Data (PL 94-171)





### Hillside Census Tract 209

FFIEC Year: 2022 Address: 2889 SE Hillside Court Milwaukie OR 97222 Search Reset Print

Matched Address	
Address	2889 SE HILLSIDE CT, PORTLAND, OR 97222
MSA/MD Code	38900
State Code	41
County Code	005
Tract Code	0209.00
MSA/MD Name	PORTLAND-VANCOUVER-HILLSBORO, OR-WA
State Name	OREGON
County Name	CLACKAMAS COUNTY

Census Demographic Data

User Select Tract

The map displays a grid of streets in the Hillside area of Milwaukie, Oregon. A red dot marks the location of 2889 SE Hillside Court. The map includes labels for various streets such as SE Kelvin St, SE Sherry Ln, SE Balfour St, SE Harvey St, SE Dwyer Dr, SE 36th Ave, SE 37th Ave, SE 38th Ave, SE 31st Ave, SE 32nd Ave, SE 33rd Ave, SE 34th Ave, SE 35th Ave, SE 36th Ave, SE 37th Ave, SE 38th Ave, SE 39th Ave, SE 40th Ave, SE 41st Ave, SE 42nd Ave, SE 43rd Ave, SE 44th Ave, SE 45th Ave, SE 46th Ave, SE 47th Ave, SE 48th Ave, SE 49th Ave, SE 50th Ave, SE 51st Ave, SE 52nd Ave, SE 53rd Ave, SE 54th Ave, SE 55th Ave, SE 56th Ave, SE 57th Ave, SE 58th Ave, SE 59th Ave, SE 60th Ave, SE 61st Ave, SE 62nd Ave, SE 63rd Ave, SE 64th Ave, SE 65th Ave, SE 66th Ave, SE 67th Ave, SE 68th Ave, SE 69th Ave, SE 70th Ave, SE 71st Ave, SE 72nd Ave, SE 73rd Ave, SE 74th Ave, SE 75th Ave, SE 76th Ave, SE 77th Ave, SE 78th Ave, SE 79th Ave, SE 80th Ave, SE 81st Ave, SE 82nd Ave, SE 83rd Ave, SE 84th Ave, SE 85th Ave, SE 86th Ave, SE 87th Ave, SE 88th Ave, SE 89th Ave, SE 90th Ave, SE 91st Ave, SE 92nd Ave, SE 93rd Ave, SE 94th Ave, SE 95th Ave, SE 96th Ave, SE 97th Ave, SE 98th Ave, SE 99th Ave, SE 100th Ave. The map also shows a river on the left side and a road labeled OR-224.



**EQUAL HOUSING  
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair  
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person  
Because of Race, Color, Religion, Sex,  
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)  
1-800-927-9275 (TTY)

**U.S. Department of Housing and  
Urban Development  
Assistant Secretary for Fair Housing and  
Equal Opportunity  
Washington, D.C. 20410**



**EQUAL HOUSING  
 OPPORTUNITY  
 IGUALDAD DE OPORTUNIDADES  
 EN LA VIVIENDA**

**Nuestras prácticas de negocios cumplen la ley federal  
 de equidad en la vivienda**

(Enmienda a la ley de Equidad en la vivienda de 1988)

**Es ilegal discriminar contra ninguna persona a  
 causa de su raza, color, religión, sexo,  
 discapacidad, situación familiar u origen nacional**

- En la venta o el alquiler de viviendas o lotes residenciales
- En la publicidad relacionada con la venta o el alquiler de viviendas
- En la financiación de la vivienda
- En la provisión de servicios de corredores de bienes raíces
- En la tasación de viviendas
- Las tácticas de intimidación (Blockbusting) también son ilegales

**Cualquier persona que crea que ha sido discriminada puede presentar una reclamación de discriminación en la vivienda:**

**1-800-669-9777 (Línea gratuita)**

**1-800-927-9275 (TTY)**

**[www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)**

**U.S. Department of Housing and  
 Urban Development  
 Assistant Secretary for Fair Housing and  
 Equal Opportunity  
 Washington, D.C. 20410**



Relocation Plan for Housing Authority of Clackamas County  
Section 18-Hillside Park  
Revised August 26, 2022

DDV Consulting Services, LLC

## Table of Contents

1.0 Introduction	
1.1 Summary of the Proposed Project	Page 3
1.2 Summary of the Relocation Goals	Page 3
2.0 The Relocation Plan	
2.1 Section 18 Requirements and Certification	Page 3
2.2 Determining Resident Preferences for Relocation Options	Page 4
2.3 Determining Priorities for Choosing Housing Options	Page 5
2.4 Eligibility Determination	Page 5
2.5 Relocation Assistance	Page 6
2.6 Notifications	Page 8
3.0 Appeals Process	Page 9
4.0 Relocation Budget	Page 10
4.1 Relocation Budget Displaced Residents	Page 10
5.0 Record Keeping and Reporting	Page 13
5.1 Tracking Notices	Page 13
5.2 Tracking Expenses	Page 13
6.0 Conclusion	Page 13

## 1.0 Introduction

### 1.1 Summary of the Proposed Project

The Housing Authority of Clackamas County (HACC) will make a Section 18 request to HUD demolish Hillside Park. The buildings are physically obsolete and ongoing operation is not financially feasible (PIH Notice 2021-7) HACC will also be applying for Tenant Protection Vouchers for all units occupied within 24 months of the approved application. Hillside Park is located at 2887 SE Hillside Court in Milwaukie, OR comprised of the following single-family homes, duplexes, triplexes and four-plexes:

Units Sizes/Description	Number of Units
1 Bedroom Plex	20
1 Bedroom House	5
2 Bedroom House (small)	12 (1 ADA)
2 Bedroom House (large)	39 (9 ADA)
2 Bedroom Plex	8
2 Bedroom House w/ carport	16

Hillside Park is planned for demolition of the existing structures and redevelopment of the site to increase the number and density of income restricted units to provide more affordable housing units to the residents of Clackamas County. PIH Notice 2018-4 provides for this demolition and financial repositioning of the HA. This project will be divided in to two phases. The first Phase will be comprised of 55 units which will be South of Hillside Court from 32<sup>nd</sup> Avenue to D Street and the D Place units behind the Community Center. The second Phase will be 45 units and will be comprised of the units which are North of Hillside Court from 32<sup>nd</sup> Avenue to C Street.

Phase 1 will begin construction in early 2023 and be completed in 2024. Phase 2 will begin in 2025 and be completed in 2027.

This project contains only residential tenants. There are no commercial or retail tenants. There are also no units occupied by unit owners. 100% of the 100 households will be relocated for a period which exceeds 12 months. They are therefore “permanently displaced” as defined by 49CFR 24.2 (a) (9) of the HUD 1378 Handbook. This plan will detail the procedures to be used in relocating these residents.

### 1.2 Summary of Relocation Goals

HACC is deeply committed to relocating residents in a thoughtful and comprehensive manner. The goals of this plan are to:



- **Adhere to all regulatory provisions provided by the Section 18 and the Uniform Relocation Assistance and Real Estate Acquisitions Act of 1970 (URA), where applicable.**

On site staff training has been provided by DDV Consulting Services, LLC. Ongoing guidance from the HUD Handbook 1378 and 49 CFR 24 and all PIH Notices related to Section 18 will be followed during the duration of the project.

- **Provide residents with reimbursement or direct payment of costs.**

HACC understands that even the smallest moving related costs can have a profound impact on the Section 18 households, given their limited income levels. HACC will pay all costs associated with Relocation allowed under Section 18. Costs which cannot be directly paid, will be reimbursed quickly as to not cause financial strain.

- **Provide physical and psychological support for moving.**

Beyond financial support, relocation can present physical and psychological burdens to those who have to move. This is especially true of residents that have occupied their units for a long time and have little experience with moving.

## 2.0 Relocation Plan

### 2.1 Requirements and Certification

Section 18 disposition allows public housing properties to convert public housing assistance to long-term Section 8 contracts. Section 18 and 24CFR Part 970 issued by HUD provides guidance on the Relocation Assistance required for during relocation for Section 18 projects.

1. The public housing units will be disposed of by demolition and the rental assistance provided to these units will not be transferred therefore **Uniform Relocation Act Requirements do not apply.**
2. The properties are currently owned by HACC or affiliated ownership entities currently. Therefore, **Federal Acquisition Act requirements will not apply.**
3. All 100 units will be replaced in the market with comparable units that provide site-based rental assistance OR Tenant Protection Vouchers will be provided for comparable units. Therefore, **Section 104 (d) requirements are not applicable.**

DDV Consulting services, LLC certify that this Relocation Plan in compliance with all conditions of Section 18 and commit to full compliance with 49 CFR Part 24.

### 2.2 Determining Resident Preferences for Housing

The following demographic information is currently available for the subject property:

There are 26 households with school age children (27%). There are 38 residents under the age of 18.

31% of the residents are elderly and 47% are disabled.

Once demolition and construction financing is applied for, we will conduct one on one resident interviews to determine the housing needs of each household and to inform the process of identifying comparable replacement units in the sub-market.

### **2.3 Determining Priorities for Choosing Housing Options**

When relocation staff searches for housing options on behalf of the residents, they will take into account the size of the unit they need, any accommodation requests, the preference of housing type and location as well as any pet policies of replacement housing units.

HACC will first try to provide all of the displaced residents any available housing to another public housing unit or unit with project based rental assistance unit which matches the size needed by their household in the HACC portfolio. Staff will work to match each household's preferences with the housing options available. In the case where not every household's preference can be met, a priority policy has been developed.

A priority policy determines which households may choose their housing options first. Based on resident input and the Agency's commitment to consider negative educational impacts to school children from the disruption of relocation, HACC has adopted a policy that gives households their first choice of relocation options based on the following order, ranked by the date that the resident moved into their current unit:

- First Priority – Households with school-aged children  
Any families with elementary aged children will have priority within this category, followed by middle school children and then high school, private or alternative school options will be last.
- Second Priority – Households with residents over age 62
- Third Priority – Households with disabled residents

HACC, at its discretion may make exceptions to the priority order to fulfill a special accommodation for a disability requested by resident to allow them to be near medical treatment.

A draft of this policy will be made available to the residents at the time that they receive 90 day notice to move.

### **2.4 Eligibility Determination**

For the purposes of the Relocation Plan, Hillside Park residents who must move from their units where disposition will occur are considered "Displaced Persons" as defined by HUD. These residents will be eligible for full relocation benefits. These residents have already received a

Notice of Information (NOI) and a General Information Notice (GIN) at the time of Initiation of Negotiations (ION). All residents will be assumed eligible for benefits for Displaced Residents unless one of the following applies:

### **Move in after GIN Notice**

Residents that occupied their units after the GIN was issued on XXXXXX will be eligible to receive the same relocation benefits as those who were original residents of the property at the time the GIN was issued. These residents will be asked to sign a GIN and advised that their unit will be demolished and they would be asked to move as a result following the conversion approval by HUD.

### **Evictions**

If a Displaced Person is evicted “for-cause”, the household will no longer be eligible for relocation assistance. The household’s eligibility for relocation benefits will not be a factor in the decision to pursue eviction proceedings. Residents will have access to a grievance and appeals process which will be described later in the plan.

### **Unauthorized Occupants or Boarders**

Occupants residing unlawfully in a Hillside Park unit are not eligible for relocation benefits. They have the right to appeal this decision.

### **Undocumented Immigrant Status**

The SECTION 18 explicitly prohibits use of federal funds to provide relocation assistance to persons not lawfully present in the United States. Other non-federal sources of assistance may be made available to assist undocumented immigrants facing relocation.

## **2.5 Relocation Assistance**

### **Comparable Housing Options for Displaced Households**

Based on the local housing resources available, the following comparable housing replacement options will be evaluated to meet the needs of the displaced households:

- Section 8 Project Based Voucher at another HACC owned building
- Section 8 Housing Voucher or Tenant Protection Voucher
- Public Housing Options that are not included in the Section 18 project
- Homeownership
- Private Market Rental Housing

HACC will provide at least one comparable replacement dwelling available for the displaced resident at the time they receive 90 days’ notice to move. Comparable replacement dwellings will contain accessibility features needed by displaced residents with disabilities. If there are features which the resident has installed themselves to make their current unit accessible,



HACC will pay to have the features removed and installed or new features installed to replicate those features in the new rental unit.

If the comparable unit does not have rental subsidies, a Section 8 Voucher may be provided. If the resident is eligible for rental assistance, then a private market rate housing survey will be done and assistance benefits will be calculated based on the most comparable unit in the submarket for rent differential and utility costs. This is called a Replacement Housing Payment (RHP).

### **Comparable Housing Options for Non- Displaced Households**

Vacant units on-site of the same size may be used to temporarily house families during construction. If there is not an available unit on-site, fully furnished vacation rentals will be directly paid for through relocation. No resident will be required to pay out of pocket for relocation related expenses for lodging.

HUD provides guidance that whenever possible minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings that are within their financial means that are not located in areas of Minority Concentration. HACC will provide all options available in the submarket with cultural sensitivity to allow anyone to live anywhere that they choose that is financially feasible.

### **Moving Expenses**

All residents will be offered a choice of moving options:

- HACC will pay directly for moving services which will include: packing materials, packing labor, moving transportation and moving labor from their current dwelling to their replacement dwelling.
- The resident moves their own belongings. In this case HACC will either reimburse the resident for actual moving costs including: truck rental and labor, mileage for personal vehicles as determined by the current IRS published rate for moving up to 50 miles, packing, and unpacking of personal property, dismantling, disconnecting and reassembly and reinstallation of personal property, insurance for personal possessions in connection with moving or replacement value of lost or damaged items in the process of moving (where negligence is not present). – OR –  
HACC will pay the resident the applicable and current fixed rate payment according to the Fixed Residential Moving Cost Schedule provided by the Federal Highway Administration.

HACC will in addition reimburse residents for cost associated with the transfer of utilities from their current unit to their replacement dwelling including electricity, gas, cable television, phone, and internet.

All Section 18 eligible households will receive a dislocation allowance of \$100 on move day to allow for meals to be purchased during the day of the move.

### **Advisory Services**

Advisory Services will be provided to all residents who must move due to redevelopment in Hillside Park. The specific services provided will include:

- Proper notice in written format explaining residents rights under Section 18.
- Identifying resident needs and preferences using surveys, interviews and checklists.
- Providing a “point of contact” for opportunities to discuss relocation housing options, concerns or questions about relocation.
- Informing residents about available Replacement Housing Units.
- Discussing with the household how each option might meet their housing needs.
- Informing residents about their right to appeal and the appeal process.
- Providing an ongoing list of comparable units for relocation.
- Assisting residents on connecting with required resident services in their area.
- Providing translation services as needed to residents who do not have English as their first language.
- Provide transportation coordination for residents who are not able to drive to view replacement housing options.
- Provide counseling to any resident with lease violation issues and connect them to eviction prevention services.
- Assist residents in understanding and receiving all benefits that they are entitled to under URA.

### **2.6 Notifications**

All notices will be delivered by either hand delivery or by certified mail with a return signature requested. Signatures will be required on all notices issued under Section 18 to acknowledge that they have been received by the residents. These documents will be translated into the resident’s preferred language. For the residents in Hillside Park, there are an estimated 12 households that are Russian speaking and one household that is Spanish speaking.

As previously mentioned, a GIN and HUD brochure detailing Section 18 relocation Rights were given to Hillside Park residents on XXXXXX. In addition to the GIN the following notices will be provided to Displaced Households during relocation:

- Move-in Notices: HACC will monitor all tenant move-ins to assure that new tenants sign GIN Notices which correspond with their move in date.
- Move-out Notices: All tenants will be asked to sign move-out notices and to state the reasons why they are leaving (e.g. voluntarily, for personal reasons, etc).

- Notice of Eligibility All income qualified tenants will be issued “A Notice of Eligibility. Notices will be hand delivered or sent certified mail to tenants and a signed acknowledgements will be obtained.
- 90 day Notice of Permanent Relocation: All residents will receive a 90 day notice prior to their move day to. Notices will be hand delivered or sent certified mail to tenants and a signed acknowledgements will be obtained. These notices will contain three comparable units identified in the market and the selection of the most comparable unit for purposes of calculating RHP. The RHP will be calculated and the estimated amount of assistance will be disclosed in the notice. It will also provide the resident with the list of benefits being provided, the contact for advisory services and the appeal process will be explained.
- Decent, Safe and Sanitary Certification: All replacement dwellings must be inspected and certified that they are clean, decent, safe and sanitary per HUD regulations. For those units receiving rental assistance, the Quality Assurance checklist can act as certification of decent, safe and sanitary (DSS) conditions. For units selected that are private market units, these units must be inspected by a member of Relocation staff and certified as DSS. The resident will also sign certification as acknowledgement.

### 3.0 Appeals

Residents in Hillside Park may request a review of any HACC determination concerning eligibility for relocation benefits, the amount of the relocation payment, the applicability of the comparable units provided or the manner in which they received notice.

The appeals process will be explained on both the Notice of Eligibility (NOE) and the 90 day Notice of Permanent Relocation. Residents must request an appeal in writing, if needed, the relocation staff will help the resident in preparing the appeal. HACC will consider the appeal regardless of delivery format (email or letter/ handwritten or typed/ mailed or hand delivered).

Once the written appeal is received, a meeting will be scheduled between the Relocation Advisor and HACC Development Director, Devin Ellin within 10 business days. Residents may attend or be represented by a person of their choice at their own expense or bring witnesses. Interpreters will be provided if requested by HACC. Summary notes will be taken at the meeting and kept in the resident file. A written decision will be provided to the resident by the Development Director within 10 business days.

If the dispute is not resolved satisfactorily, the Development Coordinator will take the grievance to the Executive Director, Jill Smith. HACC and or resident may elect to have an attorney present at their respective own expense or may bring witnesses. A written



determination will be issued by the Executive Director within 30 days. If the issue still remains unresolved the resident may ask for an administrative review by the local field office of HUD.

Jade Santoro, Field Officer  
 1670 Broadway  
 Denver, CO 80202-4801  
 (303)672-5069

The decision of HUD shall be final unless a court determines the decision to be arbitrary or capricious.

#### **4.0 Relocation Budget Assumptions**

The relocation budget assumes a full package of services which will ensure that no resident incurs any relocation associated expenses. The budget has been informed by the following assumptions provided through market analysis, direct bids for services and information gathered during resident interviews.

##### **4.1 Relocation Budget – Displaced Residents**

The sources for the relocation of the Displaced Households in Hillside Park will be funded in the following manner:

Relocation administration, coordination and planning will be funded during predevelopment and development from project sponsor (HACC) to be reimbursed by real estate sales proceeds or private loan financing.

For the households between 0-60% AMI it is anticipated that they will receive either Site Based Section 8 Rental Assistance (RA), a replacement Public Housing Unit with RA, or a Housing Choice Section 8 voucher to provide RA. In all of these cases the resident will pay no more than 30% of their net income (less eligible expenses) to rent and utilities. There may still be some slight increase in their tenant paid portion of rent between their current unit and the replacement unit due to changes in rental and utility make up and the age of their current certification. We anticipate that this amount will not exceed \$100 per month due to the large number of residents with fixed incomes with social security and disability as their only source of income. The RHP would then be assumed to be no greater than \$100 x 42 months = \$4,200 per household. For some households that will be transitioning from paying restricted rents to market rents the RHP the rent differential will be calculated comparing their current rent and the market rent for a comparable sized unit. In Milwaukie, OR the average market rents as of June 2021 are as follows:

One Bedroom - \$1,100 per month

Two Bedroom - \$1,200 per month

Moving Costs and Out of Pocket Expenses: Emerald Movers and Storage has provided estimates for moving services. The Relocation Budget anticipates contracting with and paying for a third party moving company for all moves, purchasing moving supplies (boxes, tape), as well assistance to special needs movers. Households that are relocated will be eligible for reimbursement for reasonable out-of-pocket expenses incurred in connection with the move.

Transportation, Utility Transfers and Cleaning: HACC will cover costs for transportation to view potential replacement housing options. For residents who do not drive or own a vehicle, our budget allows for either cab vans or medical transport, where required, to get to and from apartment viewings and to their new home on moving day. The remainder of households will be eligible for reimbursement of mileage at the applicable federal rate.

We have included the cost for reimbursement of utility transfer costs associated with moving phone, cable and internet services to the resident's new homes.

We will pre-inspect the building prior to moving. If pest control is warranted, we will perform those services prior to moving day. We have also included garbage pickup for large items that residents may wish to dispose of in advance of their move out.

Calculation of Administrative Costs: Estimates for administrative costs are formed based upon DDV Consultant's experience and budgets on projects with a similar resident profile and project size, including hours for market research, resident consultation by phone, scheduling, logistic coordination and preparation and management for moving day and payments to Permanently Relocated Residents.

<b>Relocation Budget – Phase 1 Section 18</b>			
<b>54 Units</b>			
	<b># of Units/People</b>	<b>Cost</b>	<b>Total</b>
<b>Replacement Housing Payments (RPH)</b>			
50 Section 8 Qualifying Households (security deposits/application fees)	50	\$2,500	\$125,000
5 Non-Qualifying Households (42 mos. Rent diff)	4	\$26,460	\$105,840
<b>Moving and Packing (includes materials, one way)</b>			
1 bedroom moves	14	\$1,650	\$23,100
2 bedroom moves	40	\$2,150	\$86,000
20 dwelling requiring full pack assist	20	\$600	\$12,000
<b>Transportation reimbursement</b>			
Mileage	100 miles @\$0.625 x 20 residents	\$1,250 \$300	\$1,250 \$300

Cab Service/Uber	\$30 x 10 trips		
Utility Transfers	54	\$85	\$4,590
Cleaning/Pest Control	54	\$60	\$3,240
Administration and Advisory Services	54	\$1,250	\$67,500
Moving day Allowance	54	\$100	\$5,400
Contingency		5%	\$21,711
<b>Total</b>			<b>\$455,931</b>

<b>Relocation Budget – Phase 2 Section 18</b>			
<b>46 Units</b>			
	# of Units/People	Cost	Total
Replacement Housing Payments (RPH)			
50 Section 8 Qualifying Households (security deposits/application fees)	41	\$2,500	\$102,500
5 Non-Qualifying Households (42 mos. Rent diff)	5	\$26,460	\$132,300
Moving and Packing (includes materials, one way)			
1 bedroom moves	11	\$1,650	\$18,150
2 bedroom moves	35	\$2,150	\$75,250
15 dwelling requiring full pack assist	15	\$600	\$9,000
Transportation reimbursement			
Mileage	100 miles @\$0.625 x 15 residents	\$937	\$937
Cab Service/Uber	\$28 x 10 trips	\$280	\$280
Utility Transfers	46	\$85	\$3,910
Cleaning/Pest Control	46	\$60	\$2,760
Administration and Advisory Services	46	\$1,250	\$57,500
Moving day Allowance	46	\$100	\$4,600
Contingency		5%	\$20,359
<b>Total</b>			<b>\$427,546</b>



## 5.0 Record Keeping and Reporting

HACC will make every effort to track and stay connected with Hillside Park residents post relocation. This will help ensure that:

- Residents receive proper consideration for relocation benefits
- That replacement housing is decent, safe and sanitary.
- That residents have not been relocated to Minority Concentration Areas without adequate housing alternatives being offered.
- Track outcomes for school aged children moved out of school district.

### 5.1 Tracking Notices

Resident relocation files will be set up for each household in Hillside Park. Copies of all notices described in 2.6 will be maintained in the relocation file set up for each household. Copies of all advisory correspondence, notices of resident meetings, interview survey results, move in or out forms, correspondence log, claim forms and written appeals and agency determinations will all be retained in the resident relocation file. During this time if any household is evicted for cause, all documentation related to the eviction will also be included in the resident relocation file. All resident files will be scanned electronically at the end of the project and made available for audit by HUD or any other financial lender or investor who may require it.

### 5.2 Tracking Expenses

Expenses related to relocation activities will be tracked by unit and budget line item on a monthly basis. Variances will be tracked by dollar amount and percentage of completion. Monthly budget variance report will indicate each time contingency is spent.

## 6.0 Conclusion

This plan is intended to guide HACC staff through the challenging process of relocating the residents in Hillside Park. This plan should be updated for each phase of the project. This plan is intended to be detailed but recognizes that it cannot address all the complexities or conditions that may arise for the highly diverse needs of the residents that it affects. For assistance in understanding and implementation of the plan the following staff members are available to answer questions:

Angel Sully  
 Housing Development Administrator  
 Housing Authority of Clackamas County

## PROJECT SCHEDULE – 5.1.

---

<b>Milestone</b>	<b>Completion Date</b>	<b>Status</b>
Developer Selection	May 2022	Complete
Contractor Selection	June 2022	Complete
Concept Endorsement	November 2022	Estimated
Due Diligence	March 2023	Estimated
Final Approval	November 2023	Estimated
OHCS Pre-App Submittal	April 2023	Estimated
OHCS 4% Application	August 2023	Estimated
Select Lender/Investor	October 2023	Estimated
Building Permit Issued	December 2023	Estimated
Close Construction Loan and All Financing	February 2024	Estimated
Commence Construction	February 2024	Estimated
Complete Construction	March 2026	Estimated
Complete Lease-Up	December 2026	Estimated
8609	May 2027	Estimated

## HILLSIDE PARK – PROJECT PROFORMA (6-1)

---

Please see included Excel file.





November 4, 2022

Stefanie Kondor  
 Senior Vice President, Development  
 Related Northwest  
 208 SW First Ave, Suite 240  
 Portland, OR 97204

**Subject: Metro Housing Bonds and LIFT Funding for the Hillside Park Redevelopment- Phase I located at 2889 SE Hillside Court, Milwaukie, OR 97222**

In our capacity as a an advocate for affordable housing in Clackamas County and as a project partner, we would like to offer this letter in support of Hillside Park – Phase I. This first phase of redevelopment will create 275 units of service-enhanced, amenity-rich affordable housing and will meet a number of critical needs for our community.

We would also like to describe two gap financing tools the Housing Authority intends to utilize in support of the project. As the Local Implementation Partner for the Metro Housing Bond, we have allocated \$40,000,000 to the project. Alongside the development team, we are actively working towards receiving Concept Endorsement with Metro. Additionally, through Clackamas County’s Metro collaboration agreement with OHCS, the Housing Authority recently received confirmation of a LIFT reservation specifically for this project. This reservation totals \$6,653,696. It is public investments such as these that create housing opportunities for our most vulnerable community members.

The Housing Authority of Clackamas County has been providing affordable housing and community services to Clackamas County’s most vulnerable residents since 1938. The Authority’s mission is to expand the supply of affordable housing to break the cycle of poverty while improving the quality of life for the entire community. The Authority’s portfolio consists of 1224 units including 445 units of public housing. The Hillside Park project represents a unique opportunity to create significant new affordable housing stock and deliver to the City new public infrastructure including new roads and pedestrian areas.

Please feel free to contact me at [dellin@clackamas.us](mailto:dellin@clackamas.us) if you have any questions or need additional information.

Sincerely,

Devin Ellin  
 Director of Housing Development



March 2, 2022

Related Northwest  
 111 SW Columbia, Suite 1380  
 Portland, OR 97201  
 ATTN: Stef Kondor

RE: Tax-Exempt Construction and Tax-Exempt Permanent Financing for the Hillside Park  
 Redevelopment (Phase I)

Dear Stef –

Umpqua Bank is pleased to have received your request for tax-exempt construction and tax-exempt permanent financing for the Hillside Park Redevelopment (Phase I) located in Milwaukie, OR. The proposed financing would include 4% LIHTC equity, direct purchase of tax-exempt bonds by Umpqua Bank, Metro regional housing bonds, OHCS LIFT and weatherization funds, recontribution of land equity, tax-exempt permanent loan and deferred developer fee. The 173-unit project will consist of studio, 1-bedroom, 2-bedroom and 3-bedroom units targeting households at or below 30% to 80% AMI.

The terms below are based on our preliminary analysis of the information provided, which is subject to change based subsequent review of the complete financial package and market conditions. Pricing and deal terms are subject to credit approval – therefore, this is not a commitment to lend. If the enclosed terms are appealing, Umpqua Bank would expedite a formal review of the project with the goal of issuing a full term sheet. Given the project's current proposed structure, Umpqua Bank's recommended terms are as follows:

MEMBER FDIC EQUAL HOUSING LENDER  SBA PREFERRED LENDER  
[www.umpquabank.com](http://www.umpquabank.com) 1-866-4UMPQUA (1-866-486-7782)



**Tax-Exempt Construction Financing:**

- **Amount:** Up to \$43,679,137 subject to additional loan-to-value (LTV), loan-to-cost (LTC) and net operating income (NOI) tests
- **Interest rate:** The greater of 30-day Term SOFR + 150 bps tax exempt spread or a floor rate of 200 bps
- **Term:** 30 months with one (1) optional six (6) month extension subject to various conditions<sup>1</sup>
- **Fee:** 75 bps (\$327,594 based on loan amount shown above) payable at construction close
- **Collateral:** First lien position (or shared, if required by LIFT lender) secured by a deed of trust and subject to relevant Umpqua Bank Intercreditor Agreement requirements, among other things
- **Guaranty:** Unlimited repayment and construction completion guaranty provided by Related

**Tax-Exempt Permanent Financing:**

- **Amount:** Total up to \$18,471,000 subject to additional loan-to-value (LTV), loan-to-cost (LTC) and net operating income (NOI) tests
- **Interest rate:** The greater of 20-year Treasury Constant Maturity (TCM) + 163 bps tax-exempt spread + 55 bps forward premium (all-in floor rate of 455 bps)
- **Term/amortization:** 15-year term with 35-year amortization period
- **Fee:** N/A
- **Reserves:** \$300/unit/year replacement reserve, increasing 3% annually and operating reserve equaling six (6) months debt service funded no later than conversion
- **Conversion:** Three (3) consecutive months at 1.15x DSCR and stabilized occupancy of 93%, among other things
- **Collateral:** First lien position secured by a deed of trust, among other things

All terms and conditions are subject to change upon receipt of a comprehensive financing package (final proforma, borrower and guarantor financials, appraisal, environmental due diligence, construction-related documents, legal opinions, etc.), underwritten and approved by Umpqua Bank. Once the project has received full funding award approval, Umpqua Bank will proceed with a follow-up review to update relevant terms.

Thank you for the opportunity to look at this transaction.

Sincerely,



Jodi L. Enos  
Vice President, Senior Affordable Housing Relationship Manager  
Commercial Real Estate Division

<sup>1</sup> No prepayment penalty



**Community Lending**

U.S. Bancorp Community Development Corporation  
 621 Capitol Mall, Suite 800  
 Sacramento, California 95814

**March 1, 2022**

Stefanie Kondor  
 Vice President, Northwest  
 Related Northwest  
 208 SW First Ave., Suite 240  
 Portland, Oregon 97204

**RE:** Related Northwest's funding application for their Hillside Park Phase 1 project in Milwaukie, Oregon

Dear Stefanie:

I am writing in regard to the proposed Hillside Park Phase 1 project located in Milwaukie, Oregon. The information that you have provided indicates a need for construction and permanent financing for the 4% structure of up to \$44,000,000 in construction bonds paying down to a \$18,471,000 tax exempt, permanent loan. As a complex project with multiple financing sources and tax credits, this is the kind of project US Bank excels in structuring and financing. US Bank has the capacity and willingness to provide the necessary debt financing, subject to underwriting and final credit approval.

Based on current market conditions and a preliminary analysis, I would recommend the following:

An initial construction term of 26 months with a six-month extension option and a loan origination fee of 0.75% for the financing. The construction phase would be interest only tied to the one-month SOFR (set a 0.50% floor) plus 2.00%

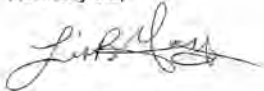
An initial permanent loan with a 15-year term and 35-year amortization period and a loan origination fee of 0.75% for the financing. The permanent phase would be monthly principal and interest tied to U.S. Bank CIP plus 2.00%.

US Bancorp CDC will revisit the debt pricing levels every 90 days. If the project were awarded funds timely manner and market conditions remain unchanged, USB CDC could work toward closing this project in 2022.

We look forward to working with you on this and future opportunities.

Please feel free to contact me should you have any questions.

Thank you,



**Lisa Gutierrez**  
 Senior Vice President  
 Director of National Lending and Multi-Fund Investing  
**U.S. BANCORP COMMUNITY DEVELOPMENT CORPORATION**

March 1, 2022

Stephanie Kondor  
 Vice President, Development  
 Related Northwest  
 111 SW Columbia, Suite 1380  
 Portland, OR 97201

Dear Stephanie:

I am pleased that you will be submitting a tax credit application for the Hillside Park Phase I project. The information you provided me shows that you will develop 173 total tax credit housing units, at a total estimated cost of \$85,996,620.

Your package shows that the project can support annual federal low-income housing tax credits of \$3,130,484. Based on the limited information we've received, **in today's market I would propose preliminary pricing of \$0.91 for the federal low-income tax credits** with the intention of purchasing 99.99% of the federal low-income tax credits.

<b>Sources</b>	<b>Permanent</b>
Perm Loan	\$18,471,000
Metro Regional Housing Bonds	24,754,224
LIFT	7,812,934
Land Write-down	3,223,907
Weatherization	250,000
Deferred Development Fee	3,000,000
Limited Partner Equity	28,484,555
<b>Total</b>	<b>\$85,996,620</b>

The table above shows the sources that would balance the uses USBCDC has been provided. To issue a full proposal letter and move toward closing, USBCDC would need these funds to be awarded or committed. If the project were awarded funds in a timely manner and market conditions did not change, USBCDC could work toward closing this project in 2022.

<b>Installment</b>	<b>Conditions to Funding</b>	<b>%</b>	<b>Amount</b>
1.	Closing	10%	2,848,456
2.	Perm Loan Conversion	88%	25,066,408
3.	8609's	2%	569,691
<b>Total</b>			<b>\$28,484,555</b>

The table above shows the approximate equity pay-in timing we would anticipate for the Hillside Park Phase I project.

We very much look forward to continuing our relationship with The Related Companies and excited about expanding our presence in Oregon. If I can assist in any way, do not hesitate to call or email.

Sincerely,

Sebastian Glowacki  
 Vice President  
 303.585.4230



### Utility Allowance Schedule

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB Approval  
No. 25577-0169  
exp.7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): **November 1, 2021**

Locality: <b>Housing Authority of Clackamas County, OR</b>		Unit Type: <b>Energy Efficient Multi-Family (Apartment) NEWER</b>				
Utility or Service:	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
Monthly Dollar Allowances						
<b>Heating and Air Conditioning*</b>	<b>\$10.00</b>	<b>\$14.00</b>	<b>\$18.00</b>	<b>\$22.00</b>	<b>\$28.00</b>	<b>\$32.00</b>
a. Natural Gas	\$15.00	\$18.00	\$21.00	\$23.00	\$26.00	\$29.00
b. Bottle Gas/Propane						
c. Electric	\$14.00	\$16.00	\$22.00	\$27.00	\$32.00	\$38.00
d. Electric Heat Pump	\$12.00	\$14.00	\$17.00	\$19.00	\$21.00	\$23.00
e. Oil	\$47.00	\$53.00	\$63.00	\$70.00	\$77.00	\$87.00
<b>Cooking</b>						
a. Natural Gas	\$2.00	\$3.00	\$4.00	\$5.00	\$6.00	\$8.00
b. Bottle Gas/Propane						
c. Electric	\$4.00	\$5.00	\$7.00	\$10.00	\$12.00	\$14.00
<b>Other Electric &amp; Cooling</b>						
Other Electric (Lights & Appliances) <i>(Includes Monthly Charges)</i>	\$29.00	\$32.00	\$39.00	\$46.00	\$54.00	\$61.00
Trash Collection or \$7/month dumpster	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
<b>Water Heating</b>						
a. Natural Gas	\$5.00	\$6.00	\$9.00	\$11.00	\$14.00	\$16.00
b. Bottle Gas/Propane						
c. Electric	\$11.00	\$12.00	\$16.00	\$19.00	\$23.00	\$26.00
d. Oil	\$17.00	\$17.00	\$27.00	\$33.00	\$40.00	\$50.00
<b>Water, Sewer, Trash Collection</b>						
Water (avg)	\$33.00	\$36.00	\$42.00	\$47.00	\$53.00	\$60.00
Sewer (avg)	\$52.00	\$54.00	\$59.00	\$63.00	\$68.00	\$73.00
<b>Water and Sewer - Flat Fee</b>	<b>\$65.00</b>	<b>\$65.00</b>	<b>\$65.00</b>	<b>\$65.00</b>	<b>\$65.00</b>	<b>\$65.00</b>
<b>Tenant-supplied Appliances</b>						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Other--specify: Monthly Charges</b>						
Natural Gas Charge \$8.40	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
<b>Actual Family Allowances</b>		Utility or Service		per month cost		
To be used by the family to compute allowance. Complete below for the actual unit rented.		Heating		\$		
		Cooking		\$		
Name of Family * Air Conditioning not included in CC schedule. We are using the rates provided by Multnomah County.		Other Electric		\$		
		Air Conditioning		\$		
		Water Heating		\$		
		Water		\$		
Address of Unit		Sewer		\$		
		Trash Collection		\$		
		Range / Microwave		\$		
		Refrigerator		\$		
		Other		\$		
Number of Bedrooms		Other		\$		
		Total		\$		





### Utility Allowance Schedule

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB Approval  
No. 25577-0169  
exp.7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): **November 1, 2021**

Locality: <b>Housing Authority of Clackamas County, OR</b>		Unit Type: <b>Energy Efficient NEWER Multi-Family (Apartment)</b>			
Utility or Service:	<b>6 BR</b>	<b>7 BR</b>			
Monthly Dollar Allowances					
<b>Heating</b>					
a. Natural Gas	\$30.00	\$32.00			
b. Bottle Gas/Propane					
c. Electric	\$41.00	\$44.00			
d. Electric Heat Pump	\$25.00	\$27.00			
e. Oil	\$93.00	\$100.00			
<b>Cooking</b>					
a. Natural Gas	\$9.00	\$10.00			
b. Bottle Gas/Propane					
c. Electric	\$15.00	\$16.00			
<b>Other Electric &amp; Cooling</b>					
Other Electric (Lights & Appliances) <i>(Includes Monthly Charges)</i>	\$65.00	\$69.00			
Trash Collection or \$7/month dumpster	\$34.00	\$34.00			
<b>Water Heating</b>					
a. Natural Gas	\$17.00	\$18.00			
b. Bottle Gas/Propane					
c. Electric	\$28.00	\$30.00			
d. Oil	\$53.00	\$57.00			
<b>Water, Sewer, Trash Collection</b>					
Water (avg)	\$64.00	\$69.00			
Sewer (avg)	\$76.00	\$79.00			
<b>Water and Sewer - Flat Fee</b>	\$65.00	\$65.00			
<b>Tenant-supplied Appliances</b>					
Range / Microwave Tenant-supplied	\$11.00	\$11.00			
Refrigerator Tenant-supplied	\$12.00	\$12.00			
<b>Other--specify: Monthly Charges</b>					
Natural Gas Charge \$8.40	\$8.00	\$8.00			
<b>Actual Family Allowances</b>			Utility or Service	per month cost	
To be used by the family to compute allowance. <i>Complete below for the actual unit rented.</i>			Heating	\$	
			Cooking	\$	
Name of Family			Other Electric	\$	
			Air Conditioning	\$	
			Water Heating	\$	
			Water	\$	
			Sewer	\$	
Address of Unit			Trash Collection	\$	
			Range / Microwave	\$	
			Refrigerator	\$	
			Other	\$	
Number of Bedrooms			Other	\$	
			<b>Total</b>	<b>\$</b>	





### Utility Allowance Schedule

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB Approval  
No. 25577-0169  
exp.7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): **November 1, 2021**

Locality: <b>Housing Authority of Clackamas County, OR</b>		Unit Type: <b>Energy Efficient</b> <b>Single-Family (Detached House) NEWER</b>				
Utility or Service:	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
Monthly Dollar Allowances						
<b>Heating</b>						
a. Natural Gas	\$22.00	\$26.00	\$30.00	\$33.00	\$37.00	\$41.00
b. Bottle Gas/Propane						
c. Electric	\$32.00	\$37.00	\$43.00	\$49.00	\$55.00	\$61.00
d. Electric Heat Pump	\$17.00	\$21.00	\$24.00	\$27.00	\$30.00	\$34.00
e. Oil	\$67.00	\$77.00	\$90.00	\$100.00	\$110.00	\$123.00
<b>Cooking</b>						
a. Natural Gas	\$2.00	\$3.00	\$4.00	\$5.00	\$6.00	\$8.00
b. Bottle Gas/Propane						
c. Electric	\$4.00	\$5.00	\$7.00	\$10.00	\$12.00	\$14.00
<b>Other Electric &amp; Cooling</b>						
Other Electric (Lights & Appliances) <i>(Includes Monthly Charges)</i>	\$36.00	\$40.00	\$51.00	\$62.00	\$73.00	\$84.00
Trash Collection or \$7/month dumpster	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
<b>Water Heating</b>						
a. Natural Gas	\$7.00	\$8.00	\$10.00	\$14.00	\$17.00	\$21.00
b. Bottle Gas/Propane						
c. Electric	\$13.00	\$16.00	\$20.00	\$24.00	\$28.00	\$33.00
d. Oil	\$20.00	\$23.00	\$33.00	\$43.00	\$53.00	\$63.00
<b>Water, Sewer, Trash Collection</b>						
Water (avg)	\$34.00	\$36.00	\$42.00	\$48.00	\$54.00	\$60.00
Sewer (avg)	\$54.00	\$56.00	\$61.00	\$66.00	\$71.00	\$76.00
<b>Water and Sewer - Flat Fee</b>	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
<b>Tenant-supplied Appliances</b>						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
<b>Other--specify: Monthly Charges</b>						
Natural Gas Charge \$8.40	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
<b>Actual Family Allowances</b>		Utility or Service		per month cost		
To be used by the family to compute allowance. Complete below for the actual unit rented.		Heating		\$		
		Cooking		\$		
Name of Family		Other Electric		\$		
		Air Conditioning		\$		
		Water Heating		\$		
		Water		\$		
		Sewer		\$		
Address of Unit		Trash Collection		\$		
		Range / Microwave		\$		
		Refrigerator		\$		
		Other		\$		
Number of Bedrooms		Other		\$		
		Total		\$		





### Utility Allowance Schedule

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB Approval  
No. 25577-0169  
exp.7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): **November 1, 2021**

Locality: <b>Housing Authority of Clackamas County, OR</b>		Unit Type: <b>Energy Efficient Single-Family (Detached House) NEWER</b>			
Utility or Service:	<b>6 BR</b>	<b>7 BR</b>			
Monthly Dollar Allowances					
<b>Heating</b>					
a. Natural Gas	\$44.00	\$47.00			
b. Bottle Gas/Propane					
c. Electric	\$66.00	\$71.00			
d. Electric Heat Pump	\$36.00	\$39.00			
e. Oil	\$133.00	\$143.00			
<b>Cooking</b>					
a. Natural Gas	\$9.00	\$10.00			
b. Bottle Gas/Propane					
c. Electric	\$15.00	\$16.00			
<b>Other Electric &amp; Cooling</b>					
Other Electric (Lights & Appliances) <i>(Includes Monthly Charges)</i>	\$90.00	\$95.00			
Trash Collection or \$7/month dumpster	\$34.00	\$34.00			
<b>Water Heating</b>					
a. Natural Gas	\$23.00	\$25.00			
b. Bottle Gas/Propane					
c. Electric	\$35.00	\$38.00			
d. Oil	\$70.00	\$73.00			
<b>Water, Sewer, Trash Collection</b>					
Water (avg)	\$65.00	\$69.00			
Sewer (avg)	\$79.00	\$83.00			
<b>Water and Sewer - Flat Fee</b>	\$65.00	\$65.00			
<b>Tenant-supplied Appliances</b>					
Range / Microwave Tenant-supplied	\$11.00	\$11.00			
Refrigerator Tenant-supplied	\$12.00	\$12.00			
<b>Other--specify: Monthly Charges</b>					
Natural Gas Charge \$8.40	\$8.00	\$8.00			
<b>Actual Family Allowances</b>			Utility or Service	per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.			Heating	\$	
			Cooking	\$	
Name of Family			Other Electric	\$	
			Air Conditioning	\$	
			Water Heating	\$	
			Water	\$	
			Sewer	\$	
Address of Unit			Trash Collection	\$	
			Range / Microwave	\$	
			Refrigerator	\$	
			Other	\$	
			Other	\$	
Number of Bedrooms			Other	\$	
			<b>Total</b>	<b>\$</b>	





November 3, 2022

Stefanie Kondor  
Senior Vice President, Development  
Related Northwest  
208 SW First Ave, Suite 240  
Portland, OR 97204

Subject: Proposed Affordable Housing Project – Hillside Park – Phase I located at 2889 SE Hillside Court, Milwaukie, OR 97222

Please accept this letter as a wholehearted endorsement and support for the proposed affordable housing project, Hillside Park – Phase I. We are thrilled about the 275 units of affordable family housing that the project team will bring to our community. As an affordable housing developer and service provider operating in Milwaukie we understand the considerable unmet need for high quality, service-enhanced affordable housing in this area. The target population for the proposed residential community is also closely aligned to the clients Northwest Housing Alternatives serves, including households from marginalized and underrepresented communities.

Northwest Housing Alternatives' (NHA) mission is to create opportunity through housing. NHA provides affordable housing options for families, seniors, Veterans, and people with special needs and/or disabilities across Oregon. Founded in 1982 as a family homeless shelter in Milwaukie, NHA is now a leading not-for-profit developer of affordable and workforce housing throughout Oregon. Additionally, in Clackamas County NHA provides shelter for homeless families, with case management and housing placement services; and supports people living with mental illness for long-term housing stability.

We are in full support of the Hillside project both as a project partner and as a stakeholder that cares deeply for the Milwaukie community. We are committed to expanding our footprint in this service area, increasing access to our culturally responsive services, and to partnering with culturally specific organizations.

Please feel free to contact me or our Director of Development, Destin Ferdun, at [ferdun@nwhousing.org](mailto:ferdun@nwhousing.org) if you have any questions or need additional information.

Sincerely,



Trell Anderson  
Executive Director

**RELATED**

Delivering top-quality, mixed-income housing & mixed-use developments across California and Oregon

**18,000**

Completed Residences

**7,700**

Residential Units in Predevelopment or Under Construction

**30**

Years in Business

**COMPARABLE PROJECTS**

**NHA** has several projects underway working in public-private partnerships that include: In Warrenton with the Housing Authority on a new construction project for families; in Ontario with the Housing Authority on two projects that are adaptive reuse and rehab for individuals and for families; and in Tigard with the City of Tigard on a new construction project for seniors. Additionally, in Portland, NHA is partnering with a private company based in Sacramento to develop two, large, new-construction projects for families, both using public resources that include Metro Bond funds and 4% Low Income Housing Tax credits, and include partnerships with community-based organizations.

Affordable housing laid the foundation of **Related** and today we are one of the largest developers and long-term owners of affordable housing in the nation and State of Oregon. Related has completed numerous LIHTC transactions that includes large-scale master-planned communities. Related has extensive experience redeveloping public housing sites, renewing their sense of vibrancy in a way that reflects the unique spirit of each community.

For Hillside Park, we have partnered with two of the most successful and experienced design and construction firms involved in affordable housing in Oregon: Walsh Construction and Ankrom Moisan Architects. Related Northwest has engaged both firms in many past projects and the three have recent experience developing high-quality housing, on time, and on budget, all during the pandemic.

**Selection of Related’s Public Housing Projects:**



**Lion Creek Crossing**, 5-phase, 566 units

**Robert B Pitts**, 201 units, RAD project

**West Brook**, 223 unit, RAD project





**Sunnydale HOPE** is a **Related** public-private partnership in San Francisco that includes 1,700 units.

The project is a strategic partnership with the Mayor's Office of Housing, the San Francisco Housing Authority and Mercy Housing. Once completed, the re-envisioned Sunnydale community will be a vital, mixed income, service-enriched community, home to more than 1,500 low-income and middle class families, and developed according to the non-displacement principles of the City's HOPE SF initiative.

The project includes:

- 775 replacement units for current residents
- 196 additional tax credit affordable units
- 700 market rate (unsubsidized) housing units
- 60,000 SF of community spaces:
- B&G Club
- A new gym/recreational center at Herz Park
- 4.6 acres of new open spaces



**Pueblo Del Sol** is a **Related** public-private partnership in Los Angeles that includes 337 affordable units and 93 for-sale homes.

Pueblo Del Sol is a mixed-use, mixed-income community located in the Boyle Heights neighborhood of East Los Angeles. In partnership with McCormack Baron Salazar and Lee Homes, this 35-acre distressed public housing site, formerly known as Aliso Village, was financed as part of a HOPE VI Grant to the Housing Authority of the City of Los Angeles and transformed into a combination of affordable multifamily rental units and for sale homes with the addition of a new magnet high school. The development includes several large play areas for children, a swimming pool, 1.5 acre open space park, and community center that provides after school programming.



## Relevant Experience



Five 88, San Francisco

Related Northwest is a division of Related California, a fully-integrated real estate firm with a 33-year track record of delivering top-quality affordable housing, mixed-income housing, and mixed-use developments across California. The company has completed 17,000 residences and currently has more than 3,500 affordable units in predevelopment in San Francisco, Los Angeles, Irvine and Portland. Related is backed by The Related Companies, L.P. of New York City, one of the most prominent privately owned real estate firms in the nation with a portfolio of over \$60 billion of real estate, including over 50,000 units of affordable housing. As long-term property owners committed to sustainability and stewardship, Related strives to form strong public-private partnerships and is committed to excellence by working with world-class architects and designers to create distinctive urban spaces that fit seamlessly into the fabric of existing communities.

Related consistently delivers best-in-class developments that are assets to the communities in which they are built. We have an impeccable track record for bringing projects in on time and within budget. This is attributable to the strength of our internal team which includes industry veterans in every discipline of the real estate development process ranging from planning, entitlements, architecture, cost estimation, finance, construction management, development project management, asset management, and property management.

**Combined, the Related Team has more than 100+ years of experience with affordable housing. The Related Northwest bios follow on the next few pages.**



# Development Team

## Related Northwest Senior Leadership



### **ANN SILVERBERG**

#### **CEO, RELATED CALIFORNIA AFFORDABLE NORTHERN CALIFORNIA AND NORTHWEST DIVISIONS**

As Chief Executive Officer for Related California's Northern California Affordable and Northwest Divisions, Ms. Silverberg is responsible for the strategic direction, overall management and daily operation of the company's Northern California and Oregon affordable pipeline and portfolio.

Prior to joining Related California, Ms. Silverberg was Executive Vice President and Chief Investment Officer at BRIDGE Housing Corporation where she was responsible for directing and overseeing their Northern California Division. She led the development and redevelopment of more than 8,000 affordable, mixed-income, mixed-use and transit-oriented housing units, including the acquisition and redevelopment of nearly 1,000 public housing units in San Francisco and Sacramento, the joint venture development of mixed-income residential units with Essex in the Transbay area of San Francisco, and 306 mixed-income residential units in Milpitas. She was also responsible for the capital aggregation and equity and debt for their Low Income Housing Tax Credit (LIHTC) and non-LIHTC developments and has overseen the negotiation and placement of over \$2 billion in project level debt and equity. Ms. Silverberg brings more than 25 years of development and finance experience to Related.

Ms. Silverberg holds a Master of City and Regional Planning from the University of California, Berkeley and a Bachelor of Arts from the University of California, Los Angeles. She is the recipient of the 2019 Northern California Real Estate Women of Influence Award and currently serves on the Board of Directors and Executive Committee of the California Housing Consortium and the Housing Policy Committee of the San Francisco Bay Area Planning and Urban Research Association (SPUR). She is a board member of the San Francisco Housing Action Coalition (SFHAC), past president of the Board of Directors of the Non-Profit Housing Association of Northern California and a faculty lecturer at the University of California, Berkeley.



**STEFANIE KONDOR**  
**SENIOR VICE PRESIDENT, DEVELOPMENT**

As Senior Vice President of Development for Related Northwest, Ms. Kondor is responsible for establishing Related's presence in Portland and the northwest while leading and managing all aspects of the development and financing for Related's affordable developments throughout Oregon.

Prior to joining Related, Ms. Kondor was Director of Real Estate Development for Central City Concern where she managed the land acquisition, entitlements, and due diligence process for the development of new clinical and affordable housing in Portland, Oregon with development costs in excess of \$100 million. While at Central City Concern, she was a recipient of the Housing Oregon's Star Player Award in 2017. For SK Asset Advisory, LLC, Ms. Kondor provided consulting to private developers and construction management firms developing affordable housing. As Senior Asset Manager for Bayside Communities, Ms. Kondor managed a portfolio of more than 60 multifamily properties throughout the West Coast. She brings many years of experience working on complex transactions with multi-layered funding along with new market tax credits to Related.

Ms. Kondor holds a Bachelor of Science in Business Administration from the Haas School of Business at the University of California, Berkeley. She is Commissioner for the Portland Housing Advisory Commission, serves on the Portland State University Center for Real Estate Advisory Board, Community Advisory for City of Hillsboro Housing Strategy and a board member of the Boys and Girls Club of Portland.

## Development Team

### Related Northwest Team



**RYAN HOOD**  
**SENIOR PROJECT MANAGER**

As Project Manager for Related Northwest, Mr. Hood is responsible for managing all aspects of the development process, from inception through completion, for Related's affordable developments located throughout Oregon.

Mr Hood has extensive experience navigating a host of financial structures and funding resources including 4% LIHTC, LIFT, New Market Tax Credits, METRO TOD, OHCS MEP among others. Ryan has been involved in the development of over 10 multifamily projects ranging in size from 60 units to 175 units and has worked in a project management role on the development of over 660 units. Most of these have been new-construction, urban infill projects that have worked to respond to the existing urban fabric with incorporated community feedback.

Prior to joining Related, Mr. Hood was a project manager for Central City Concern where he managed all aspects of acquisition, entitlements, structuring and securing funding applications, design and construction. As a business manager and broker for PDX Urban Real Estate, he oversaw a portfolio of 20 single-family and multifamily properties including the supervision of the maintenance and rehabilitation of the entire portfolio.



- DEVELOPMENT TEAM



**ALEC LAWRENCE**  
**SENIOR PROJECT ASSOCIATE**

As Senior Development Associate for Related Northwest, Mr. Lawrence is responsible for supporting and assisting in all aspects of project management, including the design, financing, and construction of some of Related's affordable developments located throughout Portland.

Prior to joining Related, Mr. Lawrence was a Housing Development Project Manager for REACH Community Development where he was responsible for the funding and closing of a 54-unit multifamily development and the construction management and lease-up of a 200-unit multifamily development with a construction cost of more than \$55 million. As Development Manager for Green Light Development, he managed project financing for more than 265 apartments, hospitality, retail and office projects with a combined cost of over \$250 million.

Mr. Lawrence holds a Master of Real Estate Development from Portland State University and a Bachelor of Business Administration from the University of Texas at Austin. He is a certified Earth Advantage Sustainable Homes Professional.



**DANIELA CHANCY**  
**DEVELOPMENT  
ASSOCIATE**

As Project Coordinator for Related Northwest, Ms. Chancy is responsible for supporting Related Northwest's project management team in all aspects of the design, financing and construction of more than 450 affordable units throughout Portland.

Prior to joining Related, Ms. Chancy was a Regional Site Director for Iberia Comprehensive Community Health Center where she managed more than 7 clinics and trained and coached over 100 employees. As a Project Manager and Data Quality Specialist for Central City Concern, she was involved in the development of Blackburn Center, a \$52 million, 175-bed medical and housing center, and managed more than 50 team members.

Ms. Chancy holds a Master in Public Health from Tulane University School of Public Health and Tropical Medicine and a bachelor's degree in Political Science with a minor in Sociocultural Anthropology from the University of Michigan. She is a member of the Project Management Institute, Portland and the Urban Land Institute.



### **AISAYA CORBRAY**

#### **SENIOR PROJECT ASSOCIATE**

As Senior Development Associate for Related Northwest, Ms. Corbray is responsible for supporting and assisting in all aspects of project management, including the design, financing, predevelopment and construction of more than 300 affordable housing units located throughout Oregon.

Prior to joining Related, Ms. Corbray was a Project Manager for the Low Income Housing Institute (LIHI) in Seattle, where she managed four, 4% Bond and 9% Low Income Housing Tax Credit budgets and projects valued at more than \$130 million in total development costs. Ms. Corbray secured more than \$60 million in public funding, participated in city, county, state, and federal policy advocacy, and managed community engagement across LIHTC projects.

Ms. Corbray holds a Bachelor of Arts in Urban Planning and Sustainable Development from Western Washington University and a Professional Certificate in Commercial Real Estate from the University of Washington.



### **NATE GREIN**

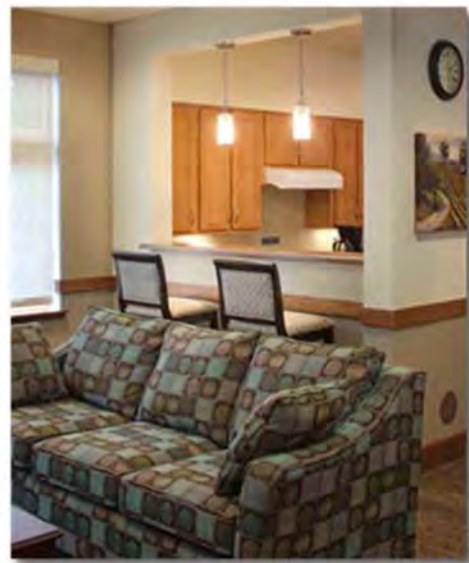
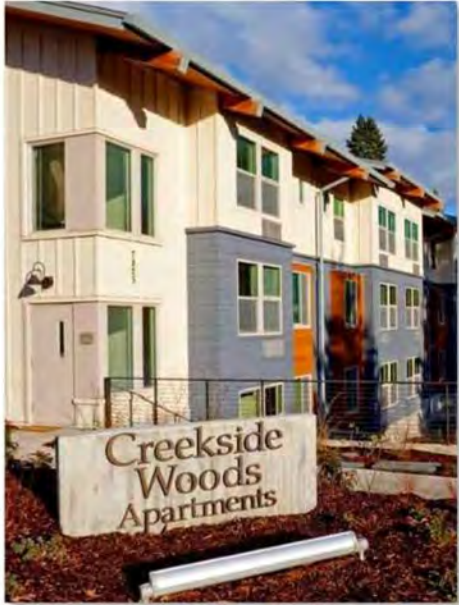
#### **PROJECT ASSOCIATE**

As Development Associate for Related Northwest, Mr. Grein is responsible for supporting and assisting in all aspects of project management, including the design, financing, predevelopment and construction of more than 650 affordable housing units located throughout Oregon.

Prior to joining Related, Mr. Grein was a Development Analyst and Asset Management Coordinator for BLVD Capital, where he sourced new development and funding opportunities across government entities utilizing Low Income Housing Tax Credits, HOME and CDBG funds, interfaced with property managers, vendors and other stakeholders to facilitate site operations, and oversaw the development and rollout of the Salesforce software for the company and its partners. As a Prevention Case Manager and Advocate for Fenway Community Health, Mr. Grein assisted with the daily operations of Youth on Fire, a drop-in center for homeless youth, offered intensive case management and supportive services to more than 20 clients, assisted clients in navigating the affordable housing system, and connected clients to basic resources, including food, water, hygiene supplies and emergency shelter.

Mr. Grein holds a Master of Real Estate Development from Portland State University and a bachelor's degree from Carleton College.





**Northwest  
Housing  
Alternatives**

CET Grant for Affordable Housing Construction

2316 SE Willard, Milwaukie, Oregon 97222  
p: 503.654.1007 • f: 503.654.1319 • [www.nwhousing.org](http://www.nwhousing.org)





2316 SE Willard, Milwaukie, Oregon 97222  
p: 503.654.1007 • f: 503.654.1319 • www.nwhousing.org

## The Organization

### **Mission Statement**

Northwest Housing Alternatives' mission is to create opportunity through housing. NHA provides affordable housing options for families, seniors, and people with special needs across Oregon.

### **Who We Are**

Founded in 1982 as a family homeless shelter, Northwest Housing Alternatives (NHA) is now a leading not-for-profit developer of affordable and workforce housing throughout Oregon. Our mission is to create individual opportunity through housing. To that end, NHA develops, builds, and asset manages rental housing designed for Oregonians in diverse populations including families, workforce, seniors, veterans, and individuals experiencing disabilities. Our statewide housing portfolio represents a significant percentage of Oregon's overall affordable housing infrastructure. These homes help families live healthy and stable lives, allow older adults to age in place, and give people with special needs a dignified residence. Our experience demonstrates NHA's ability to offer effective housing and supports to low and extremely low-income residents which result in housing stability and advancement.

Along with providing affordable housing, NHA provides resident and homeless intervention services that connect people to critical health and community resources, work to prevent homelessness before it begins, and offer emergency shelter and housing placement services for families experiencing homelessness.

NHA currently operates nearly 2,114 units in 98 properties across 16 Oregon counties. The multifamily portfolio includes 1,848 units in 40 properties, and a separate DD portfolio includes 258 units in 57 properties. The NHA real estate portfolio also includes the 8 unit Annie Ross Family Homeless Shelter, NHA's very own net zero energy office building, and several retail/commercial storefronts. All facilities are operating well and well kept, and our Asset Management department is award winning in its portfolio and process management.

The real estate development department has delivered 450 units across 9 properties in the last six years, including service to many diverse populations and in varying partnership arrangements. The department currently has a pipeline of 478 units under construction or lease-up across 6 properties, as well as 527 units fully funded and in design across 7 properties. The real estate development department is uniquely qualified to deliver housing and community supportive facilities projects, and has the capacity, dedication, and values to make your project a success.



## **Focused Priorities**

**Social Equity:** NHA is a recognized affordable housing industry leader in social equity procurements, social equity practices, and implementation. Housing Oregon selected NHA twice as its “Strides for Equity” award winner for our innovative equity plan and implementation. Recently, NHA has won an award from Meyer Memorial Trust to deepen our social equity work’s impact. Our Equity Policy reflects an intentional and collective commitment to apply social and racial equity and justice learnings to our mission of creating opportunity through housing. We recognize that a lens to equity is a requisite foundation to achieve the best possible outcomes in our work and for our clients. This work is integrated at every level of our organization with each department setting goals and monitoring successes. Recent efforts include development projects that have achieved well above the industry targets for Disadvantaged/ Minority/ Women/ Emerging Small Business and Service Disable Veteran - owner Business Enterprises (DMWESB-SDV) participation (Pomeroy Place 60%, and NHA Campus 32%) and a top to bottom review of our employment practices with a Social Equity Consultant.

NHA recently received the ranking of #4 “Best medium sized nonprofit to work for in Oregon” and has: multi-lingual resident services and homeless intervention staff; in a recent survey 12% of staff and 38% of the board identify as persons of color, 24% of staff identify as having a disability and 12% have experienced homelessness.

NHA maintains and is adept at maintaining relationships with many groups and agencies representing diverse communities such as Native American Youth and Family Center, Asian & Health Services Center, El Programa Hispano, Hacienda CDC, Urban League of Portland, Immigrant and Refugee Community Organization (IRCO), and others.

**Sustainability:** NHA tracks and implements the latest best practices in energy efficiency, durability, and healthy building products and lives its commitment to the environment by: practicing in our own net-zero energy use office building; promoting alternative transportation in all our developments and activities; and employing low resource use products, policies, and procedures. Our 33 years in ownership of housing has allowed us to track how energy efficiency and durability can reduce project cost over time, and how healthy materials and low utility costs can directly benefit our service delivery and our clients. Our residents enjoy the many benefits of our focus on design integration of the natural environment for through their better health, community connection, and reported happiness. Most recently, the NHA campus achieved an Earth Advantage Platinum rating, and our Office building was designed and implemented as a “Net Zero” building. This means that the office building would not utilize any more energy than it created over a years elapsed time.

**Partnerships:** NHA regularly works with and seeks careful concert with Partners to complete Public-Private development, special needs service and culturally specific collaborations, as well as infrastructure and community benefit work in association with our housing. Community partnership is critical to the success of all projects, but especially for those involving public-private partnerships. This work has included such projects as: Alma Gardens, which included partnership with the Hillsboro Community Senior Center; Creekside Woods which included partnership with the Wilsonville Community Center and the Urban Renewal Agency of the City of Wilsonville; Pleasant which includes turn-key development for the Housing Authority of Clackamas County; Hawthorne East rehabilitation which included careful coordination with Portland Housing Bureau and Multnomah County; and Trenton Terrace which was part of a massive Hope VI urban redevelopment that involved the Housing Authority of Multnomah County (Home Forward) and the City of Portland.

## **Project Sponsor**

**Northwest Housing Alternatives as Project Sponsor** can act as developer, owner, resident services provider, and asset manager of a project. NHA is extremely flexible in the roles and types of partnerships it can undertake, having: provided turn-key developments for Partners such as the Housing Authority of Clackamas County; sharing General Partnership positions with other Housing Authorities, Special Needs and Culturally specific service partners; and leveraging development expertise and development efficiencies with constituencies such as cities, counties, community centers, and health clinics. NHA can and does regularly undertake commercial development, such as it has done on its own campus, where NHA is providing for a community gathering space, a “net zero” office building, and a homeless shelter.

NHA is your **regional non-profit**. NHA is headquartered in the small town of Milwaukie, Oregon but is within the Portland Metro area. We partner with community groups in your local area, assuring that every dollar committed is a dollar expended in our local community and for our local community. We are a not for profit institution providing that every dollar earned by our organization goes right back into providing more affordable and special needs housing, resident services in our housing, and homeless services for those most vulnerable in our community. We are readily reachable and available so that any constituency can pick up the phone and the team is available for questions, answers, and complex interactions. We are experts at partnering and outreach with local constituencies, can work under Community Benefit Agreements, and have the strong partnership connections with local funders, financiers, and political leaders to accomplish work that includes a myriad of mutual benefits. We are a common refrain when a group is looking for a local benefit partner with flexibility, a strong financial position, and expertise.

NHA has the **financial strength** to keep a project moving forward smoothly and efficiently and have positioned ourselves to regularly win competitive granting and permanent financing applications. We are one of the few Oregon non-profits that can provide predevelopment funding from our own reserves assuring that project timing is the most expedient possible, vendors are working happily and quickly to achieve their best results and are being paid immediately upon their activities completion, and project risk is properly evaluated and managed at every step of the development process rather than being deferred for lack of available early funding.

NHA has the **portfolio strength** to attract the highest quality equity investment and most competitive lending scenarios. The portfolio provides surety to lenders and investors that their investment does not carry risk. NHA properties cash flow well and are all in the black. The portfolio is scaled to a level that NHA can leverage its contracts and efforts to provide an efficient system delivery of property management and resident services and can attract service and referral partners that will commit adequate resources for tenant success, meet DMWESB-SDV contracting goals, and improve the portfolio on a regular basis to secure quality housing is delivered.

NHA’s **industry-leading expertise** in Real Estate Development and Asset Management, as well as Resident Services and Homeless Intervention Services makes us uniquely qualified to see projects through all stages of development to a successful completion and lifelong delivery on goals.

NHA is deeply committed to **resident success** and has taken the extraordinary steps of creating its very own “learning” campus which includes LIHTC Housing, a Family Homeless Shelter, and NHA corporate offices. The components are integrated for early delivery and testing of best practices, continual active learning, and living of our non-profit mission. The campus is a ‘learning laboratory’ with rigorous monitoring, tracking, convening, evaluation, and reporting activities. This campus has co-located components to maximize collaboration, mutual shared benefit, and reduce costs.



## **Real Estate Development**

NHA **Real Estate Development Department** acting as **Real Estate Developer** has developed more than 2,000 housing units over the 33 years. NHA has extensive experience with the rules, regulations, and requirements of all funding sources anticipated for this project. Our staff's recent experience includes difficult to develop Acquisition/Rehabilitation Historic Preservation Projects, innovative urban-rural multi-site developments, senior housing over a library in Cornelius, a large-scale urban transit-oriented development, and mixed-use non-profit facilities. Unique funding sources and transaction types have included New Market Tax Credits, Small Nonprofit Accelerated Program Loans (SNAP Bond), State Lottery Bonds, Department of Administrative Services funds, and Capital Campaigns. Staff completed some of the first OHCS LIFT / PHB TIF transactions in the State which were a complex layering of requirements set through legislation and that demanded an innovative financial structuring. Projects have included developments utilizing fee simple, land lease, air rights leases, shared parking agreements and condominium structures. The Real Estate Development department is currently 7 staff who can manage up to three projects each in different stages of development.

**Executive Director, Trell Anderson**, oversees the real estate development department at NHA. Trell brings to the organization 26 years of experience in affordable housing. He has served as the Executive Director of the Housing Authority of Clackamas County and in various positions at the City of Portland Bureau of Housing and Community Development. His most recent role was serving as the Executive Director of Caritas Community Housing Development, the affordable housing arm of Catholic Charities. Trell has extensive knowledge in affordable housing development, asset management, resident's services and homelessness intervention services. Trell completed the NeighborWorks Achieving Excellence Executive Education program at the Harvard Kennedy School. He received his bachelor's degree from Emporia State University and holds a master's degree in Urban and Regional Planning from Portland State University.

**Director of Real Estate Development, Destin Ferdun**, oversees the real estate and design work of a staff of 5 developers. Destin has over 30 years of real estate development, architecture, and project management experience. After practicing as an Architect for 15 years, Destin transitioned to Real Estate development of affordable housing 15 years ago. He has developed projects that include affordable multi-family rental and for sale housing, as well as mixed-use developments that have included below market retail and office space, medical clinics, church facilities, and libraries. Destin brings specialized skills in project financing, green building, cost efficient design, and planning and zoning. Destin received his Bachelor of Architecture at University of Oregon and completed graduate studies in Real Estate Development at Portland State University.

He has completed many public/private partnerships and complex legal and financial structuring including recently developing the Cornelius Place project for the City of Cornelius which included senior housing over a public library. He has worked on redeveloping a Church campus with new affordable housing and supported the financial planning of the Garlington Center Health Clinic campus for Cascadia Behavioral Health which included LIHTC, New Market Tax Credits, Capital Campaign and COC Health dollars.

## **Project Operations and Asset Management**

NHA **Asset Management Department** acting as the **Owner**, and owner's representation during operations oversees 3 third-party property managers and 19 residential care providers in 16 Oregon counties including a myriad of funders and compliance overlays. The Asset Management department currently includes a staff of 5 asset managers and a portfolio project management specialist. Their focus is to ensure the financial and physical resilience of NHA's affordable housing portfolio. All properties are strategically managed through industry best practices leading to healthy cash flows with no deferred maintenance.

The Asset Management Department oversees a 2020 estimated 220.9 Million in real estate assets. Economic vacancy was only 1.9% in 2019 recognizing NHA's ability to quickly turn units, as well as working with social service agencies for rapid placement. NHA advanced asset management strategies are additionally spotlighted by both its portfolio's revenues and NOI being ahead of projected budget by 2% at the close of the 2019 operational year.

NHA's Asset Management principles are grounded in a "residents-first" model which allows our positively performing properties to maintain rents, which are often below the maximum restricted rents allowable by restrictions. We estimate that in 2020 there was a 14.99 Million annual rent savings for our tenants. NHA's Asset Management leads efforts in DMWESB-SDV contracting during operations. In 2020, our Asset Management department contracted \$775,000 of services from DMWESB-SDV contractors, which was a 28% Utilization rate.

**Director of Asset Management, Ray Hackworth**, has worked in the field since 2000 and came to NHA in 2005, and has been the Director of Asset Management since 2007. Ray brings 21 years of experience in affordable housing as well as leadership skills in asset management systems and logistics. Over the expansion of NHA statewide, Ray's notable talents have insured the long-term economic viability of our portfolio. Additionally, through Ray's leadership NHA's wide-ranging portfolio of diverse asset types and regulatory requirements are held to the highest standers while also ensuring these resources are focused on local communities. Ray holds a Bachelor's degree in business administration, and many master level professional accreditations including a Certified Property Manager from the Institute of Real Estate Management and Certified Housing Asset Manager from Neighborworks Training Institute.

## **Resident Services**

**NHA Resident Services Department** provides supportive **Resident Services** to 33 multifamily affordable rental properties across 10 Oregon counties, including 12 properties in Portland Metro Area. The team is comprised of 8 full-time Resident Services Coordinators. NHA's Resident Services team has an average of 13.5 years of experience in social services.

NHA Residents often have extremely limited incomes; our 2020 resident census indicates that the average NHA household earns \$17,986 per year at time of leasing, is at 29% of Area Median Income for their household size and will see a substantive increase in their income during their tenure in NHA properties. Of our residents: 58% of households have experienced homelessness, 25% of households include a resident with a disability, 27% of residents are under the age of 17, 39% are Seniors, 59% of Head of Households are female, and 24% of Heads of Households are from communities of color.

NHA's Resident Services program was the first in the state of Oregon to develop a quantifiable metric which represents the stability of residents' housing. This Housing Stability Assessment is a predictive tool administered by Resident Services Coordinators for all households who receive services. In 2020 the RS department achieved a 99.3% eviction prevention rate.

In 2020, NHA's RS: responded to more than 7,127 service requests serving 1,621 households; held 439 onsite events for 6,513 attendees; distributed \$252,433 in utility assistance; helped residents save \$78,574 in IDA programs; reduced ER visits by 14% through 819 medical resources requests; responded to 966 requests for food assistance; supported 708 lease violations negotiations; and helped 86% of residents maintain or improve their housing stability. NHA's RS has the same high level of reported satisfaction in its clients regardless of race, and communities of color are more likely to access its services than the general population. These programmatic outcomes allow NHA's Resident Services program to tailor interventions to residents based on the most recent Housing Stability Assessment and overall stability level.

NHA's Resident Services team provides culturally responsive services to our diverse resident population. With Spanish and Russian language capacity on the team, we are able to provide interpretation and translation of all written materials including flyers, newsletters, resource information, and program impact surveys. For languages spoken at properties that are not able to be accommodated internally, we contract with IRCO's International Language Bank to provide appropriate interpretation and translation for our residents. NHA's Resident Services team has the same high level of reported satisfaction in its clients regardless of race, and communities of color have been more likely to access its services than the general population indicating comfort and deep coordination of services into minority communities.

**Resident Services Supervisor, Scott Brumitt**, oversees the team of Resident Service Coordinators and provides guidance and support to the department, drawing on his 26 years working with issues of housing and homelessness. Scott is trained as a community health worker and has managed multiple homeless shelter and housing programs in his career.



## **Resource Development**

NHA Resource Development (RD) Department is an integral part of providing the funding for the services we provide at NHA. In 2020, RD received giving from 21 Foundations, 101 Businesses, and 316 people which totaled over 1 Million dollars. The department actively worked to see a rent assistance fund before state and federal programs were initiated, and brought new funders to our Senior Health and Housing Program. As 2020 was the first year under Covid protections, there were also technological advancements including holding virtual fundraisers and gatherings and updating our website for better accessibility. Supports for two major initiatives continued. Senior Health and Housing Program and Supporting Oregon' Kids.

**Director of Philanthropy, Kristin Barber**, has over fifteen years experience working in the nonprofit sector locally and internationally. She has held a variety of roles, including Executive Director of Africa Bridge, Director of Development for Compassion and Choices of Oregon and also 1000 Friends of Oregon. Her work at NHA began with the successful Capital Campaign for the NHA offices and the Annie Ross Shelter.

## **Professional Project Teams**

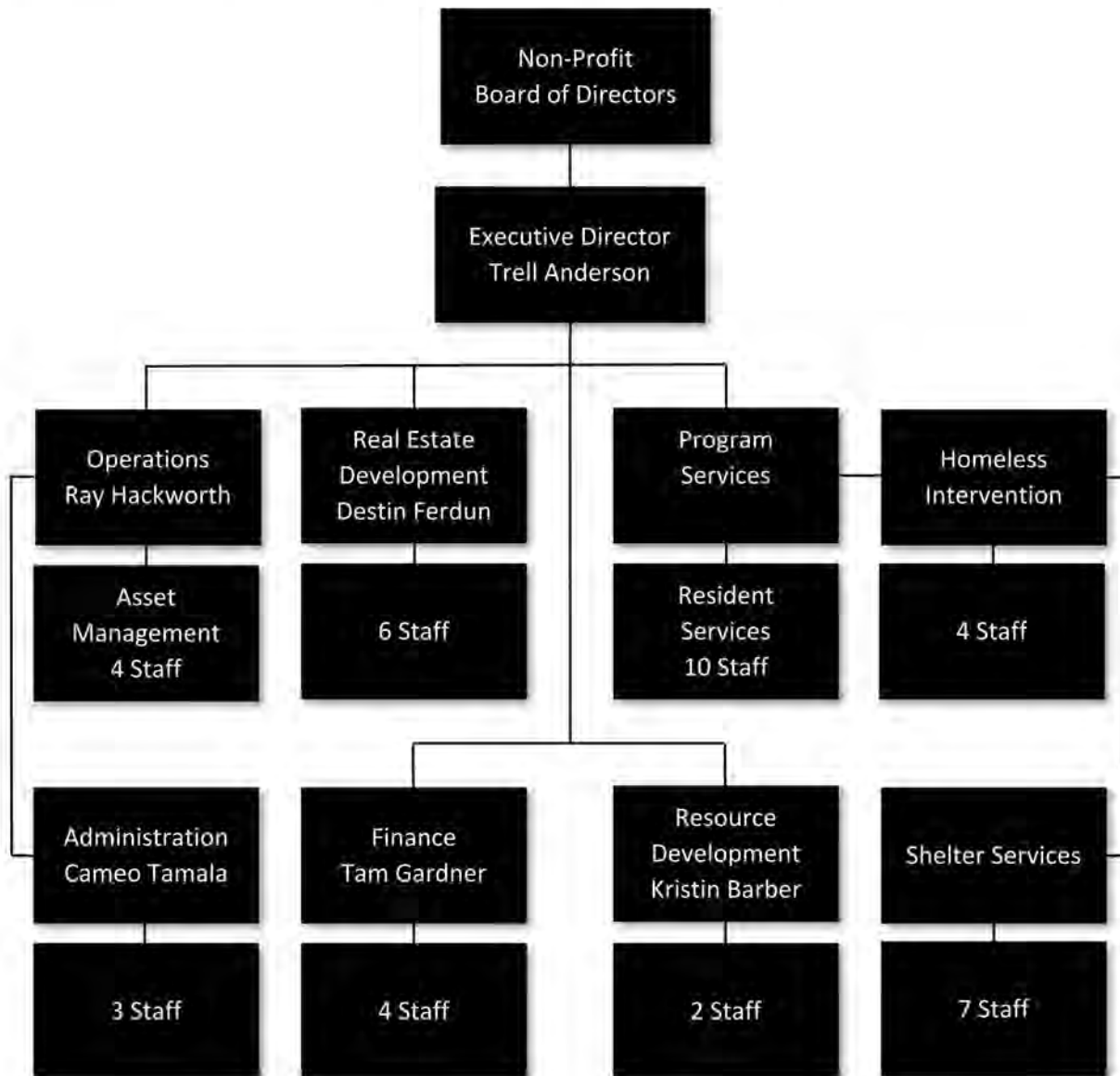
NHA has identified and regularly works with the most proficient Architects, General Contractors, and professional service providers in the affordable housing field. With 33 years of experience developing projects in Portland, our data driven monitoring of their cost for performance, outreach to Disadvantaged/ Minority/ Women/ Emerging Small Business and Service Disabled Veteran - Owner Business Enterprises (DMWESB-SDV), Change Order Rates, and appropriate knowledgebase for project size and scale, has allowed us to systematically provide projects on time and on-budget. We work to: maintain the deepest possible market integration and light competition for low cost and high quality services; achieve the highest possible attention and focus at any single point in time from the contracted parties; as well as assure that we are abreast of emerging 'best practices' that may be introduced by individual providers. Currently in our development pipeline we are working with five different architects, and three general contractors over five active projects.

NHA and its staff have recently worked with Architects such as Carleton Hart Architecture, MWA Architects, Bergsund Delaney Architects, DAO Architecture, Ankrom Moison Architects, SEA Architects, and KASA Architects. Most of these firms are DMWESB-SDV certified firms affording a much higher utilization of DMWESB-SDV contracting.

NHA and its staff have recently worked with General Contractors such as Walsh Construction Company, LMC Construction, Colas Construction, and Bremik. All these General Contractors have been shown to be highly supportive of the unique contracting requirements of affordable housing, provide high utilization of DMWESB-SDV contracting, high Section 3 business contracting, and high workforce training contracting numbers. For new construction projects, these contractors are all highly adept at: early project budgeting; assistance to the design team of current best practices in construction; usage of the latest technologies for effective communication and problem solving; and project cost containment.

NHA maintains a short list of preferred professional services providers that it has utilized, and/or partners have recently recommended. This list tracks the organization's status as a DMWESB-SDV contractor, the amount NHA has contracted with the provider, and which projects the organization has previously worked on. NHA regularly contracts through low-barrier RFQ processes to determine the best fit and scope for any given project. NHA has contracted with small, local, and emerging business to assist in their capacity building and to bring more providers into the affordable housing marketplace. NHA can break contracts down so as to reach businesses that would otherwise not be able to compete due to the larger contracting or project effort requirements. The NHA short list assures that the team is working with professional service providers that can work within the stringent requirements and parameters of affordable housing to the highest level of success and efficiency.

**Northwest Housing Alternatives - Organizational Chart**





### **Trell Anderson – Executive Director**



Trell has over 24 years of experience in affordable housing and community development. He has served as the Executive Director of the Housing Authority of Clackamas County and in various positions at the City of Portland Bureau of Housing and Community Development. Prior to NHA he served as the Executive Director of Caritas Community Housing Corporation, the affordable housing arm of Catholic Charities. Trell holds a Master's in Urban and Regional Planning from Portland State University and has extensive knowledge in affordable housing development, asset management, resident's services and homelessness intervention services. He recently completed the NeighborWorks Achieving Excellence program

at Harvard's Kennedy School of Government.

### **Destin Ferdun – Director of Housing Development**



Destin has 30 years of real estate development, architecture, and construction management experience including 15 years of affordable housing and community development work. Destin's work includes many public/private partnerships and complex legal and financial structuring recently including Cornelius Place for the City of Cornelius which included senior housing over a public library. He has also worked on many financial transactions including commercial work including the Garlington Center Health Clinic campus for Cascadia Behavioral Health which included LIHTC, New Market Tax Credits, Capital Campaign and COC Health dollars. His work has always included a people first focus including homeless

interventions, special needs populations service, sustainability, and social equity.

### **Natalie Thompson – Director of Programs Natalie**



Natalie has 15 years of experience in shelter and supportive housing program management and impactful programming. Joining NHA in January 2022, she most recently served as the Director of Programs for the San Francisco LGBT Community Center. Additionally, Natalie has served as Director of Programs at Shelters to Shutters in Vienna, VA. As a trained therapist, Natalie has direct experience providing drug and alcohol abuse rehabilitation, counseling, and case management. As she currently serves on national and global boards of directors, she brings to NHA a

broad perspective of programming and advocacy occurring across the country and around the world focused on LGBTQIA2+ issues.





Explore beyond.

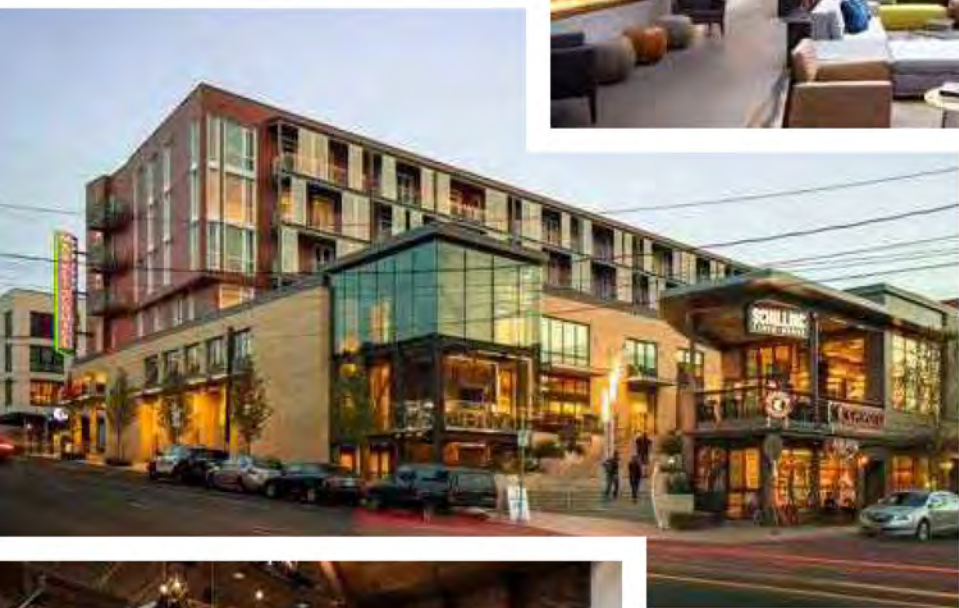
Architecture

Interiors

Planning

Brand





# We are Ankrom Moisan

Architects Stewart Ankrom and Ankrom Moisan in Portland in 1991, providing architectural, interior design, urban planning, and other services to our clients.

Since then, our firm has grown to include individuals working in dynamic markets in Seattle, and Portland. We work across integrated disciplines—architecture, interior design, planning, urban design, and brand strategy across market sectors.

With each market sector sharing common methodologies we continually improve. This has allowed us to grow our portfolio to include winning mixed-use housing, affordable living facilities, workplace, health care, education, and retail spaces.







## Encourag

We approach housing  
culturally sensitive fra  
rootedness, and hope  
our outcomes are to c  
processes as much as  
our approach and des

## AFFORDABLE HOUSING

### **SONGBIRD**

PORTLAND, OR

BRIDGE Housing

71,194 sq. ft.

5 stories

61 units

### **AFFORDABLE HOUSING**

Architecture









## AFFORDABLE HOUSING

### THE VERA

PORTLAND, OR

BRIDGE Housing

87,637 sq. ft.

13 stories

203 units

### AFFORDABLE HOUSING

Architecture

Interiors









## AFFORDABLE HOUSING

### ORCHARDS AT ORENCO

HILLSBORO, OR

Reach Community Development

167,768 sq. ft.

3 stories

167 units

### AFFORDABLE HOUSING

Architecture

Interiors









## AFFORDABLE HOUSING

### **THE ABIGAIL** PORTLAND, OR

BRIDGE Housing

186,000 sq. ft.

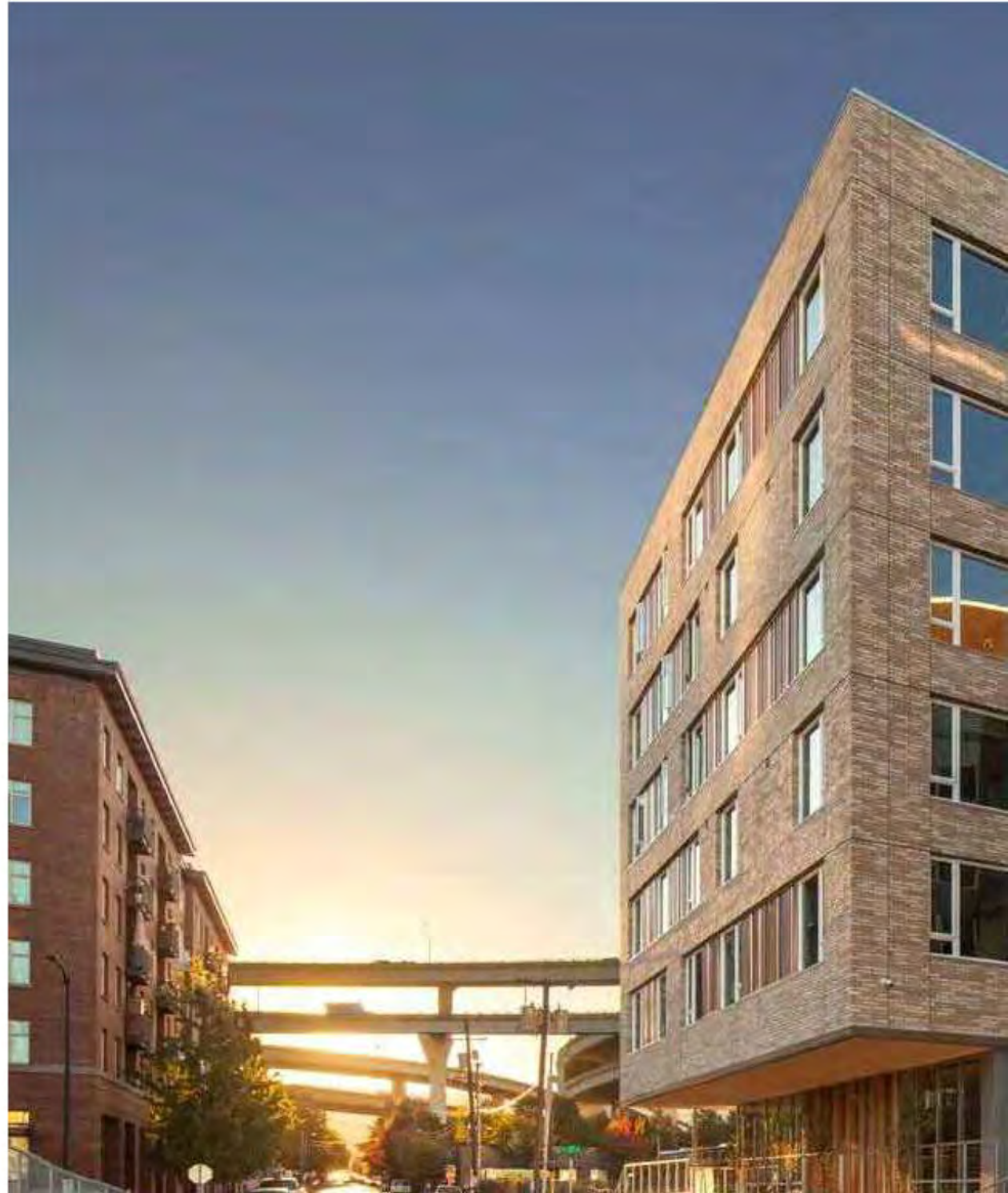
6 stories

155 units

### **AFFORDABLE HOUSING**

Architecture

Interiors









## AFFORDABLE HOUSING

### OLIVER STATION

PORTLAND, OR

Palindrome

190,000 sq. ft.

5 stories

145 units

### AFFORDABLE HOUSING

Architecture

Planning









## SUPPORTIVE HOUSING

### CCC BLACKBURN CENTER

PORTLAND, OR

Central City Concern

112,333 sq. ft.

6 stories

151 units

### AFFORDABLE HOUSING

### HEALTHCARE

Architecture









## AFFORDABLE HOUSING

### MERCY OTHELLO PLAZA

SEATTLE, WA

Mercy Housing Northwest

112,241 sq. ft.

6 stories

108 units

### AFFORDABLE HOUSING

Architecture

Interiors









## AFFORDABLE HOUSING

### **AVANZA 490**

SAN FRANCISCO, CA

BRIDGE Housing Corporation

Mission Housing Development Corporation

80,624 sq. ft.

7 stories

81 units

### **AFFORDABLE HOUSING**

Architecture



## AFFORDABLE HOUSING

### **MAREA ALTA**

SAN LEANDRO, CA

BRIDGE Housing

306,192 sq. ft.

5 stories

200 units (115 affordable, 85 senior)

### **AFFORDABLE HOUSING SENIOR HOUSING**

Architecture









Architecture Interiors Planning Brand

[ankrommoisan.com](http://ankrommoisan.com)



# Thank you!

## RESUMES



**ANKROM MOISAN**

**Isaac Johnson**

**PRINCIPAL IN CHARGE**

Isaac is a team leader of over 30 design professional with the common purpose of elevating people's lives. He draws from over 25 years of experience to inspire and empower the AM team to produce exceptional work. He has a breadth of experience designing multi-family housing projects which include both affordable and market-rate apartments. Isaac's greatest strength on project teams is applying his comprehensive experience to guide projects through design and construction.

### RELEVANT PROJECTS

The Rise Old Town | Beaverton, OR

The Rise Central | Beaverton, OR

Cedar Commons | Portland, OR

Crescent Court | Portland, OR

Amity | Beaverton, OR

### EDUCATION

University of Oregon

Bachelor of Architecture



Everybody wants to have a better home to live. Jason challenges the status quo to create affordable housing that is not just affordable housing in the community but affordable housing of the highest quality and lowest cost. By developing our relationships with the best contractors, and managing the construction with great attention to detail, we build better homes for those who need them.

### RELEVANT PROJECTS

The Vera | Portland, OR

The Abigail | Portland, OR

Marea Alta | San Leandro, CA

MacArthur Commons | Oakland, CA

Janantown | San Jose, CA





### Firm History

Founded in 1961, Walsh Construction Co. (WALSH) is a mid-sized general contractor with offices operating in Portland, OR, Seattle, WA, Tacoma, WA and Vancouver, WA. We are a leader in multi-family and affordable housing construction. WALSH's areas of expertise also include mixed-use; student and market-rate housing; health care; hospitality; commercial, and education.

WALSH has earned a solid reputation for our commitment to the community, an industry-leading quality control program and in fostering long-term partnerships. We have an exceptional level of expertise in wood frame buildings, as well as a broad spectrum of other construction types, including concrete, structural steel, mass timber (CLT) and modular construction. We maintain a solid financial position and have conserved our resources to preserve maximum flexibility with working capital. We are committed to diversity within our own ranks, and with our business and trade partners. Internally, we build a culture of community and inclusion for our employees where they are empowered to demonstrate our value of generosity by giving back to the broader community.

Our approach is grounded in big picture problem solving, is client-oriented, and delivers practical solutions. We place a high priority on creating healthy, durable and highly energy-efficient buildings, understanding that a building which uses less energy will reduce environmental impacts and operating costs. Specifically, our depth of experience and knowledge in wood-frame affordable housing means we understand how to build this product type while maximizing efficiencies and meeting or exceeding our clients' budget goals. Our consistent focus on innovation has resulted in the development of programs like Cost-Efficient Design and Construction (CEDC), a holistic design and construction approach. The CEDC process works exceptionally well with additional collaborative delivery processes such as Target Value Design (TVD) and Lean Construction to facilitate thoughtful choices throughout design and construction.

### Exceptional Experience with Redevelopments

- Exceptional experience with wood frame, mixed-use and multi-unit housing projects, as well as concrete, structural steel, mass timber (CLT) and modular construction
- We transform and redevelop properties into vibrant, sustainable, affordable mixed-use neighborhoods
- A successful record of delivering large-scale projects on schedule; on budget
- Accurate and detailed cost estimating
- Proactive and thoughtful value engineering/life cycle analysis
- Cooperative, collaborative and communicative partner with owners, architects and engineers

### Exceptional Experience with Publicly Funded Work

- Unparalleled experience with publicly funded, affordable/workforce housing. 85% of our work has been with public and non-profit entities; \$1.2 billion of publicly-funded, multi-unit housing in the last six years
- Full understanding of multiple funding structures; state and federal funding requirements, including OHCS.
- Accurate estimating resulting in budget consistency from initial to final estimate.



### **High-Value Preconstruction Services**

- Successfully leverage the principles and strategies of Cost-Efficient Design and Construction (CEDC ), Target Value Design (TVD) and Lean Construction to add as much value as possible. These savings create room to include wish-list items or amenities that add value to the residents.

### **Superior Equity Contracting**

- Execution of contracting plan strategy and deep community connections.
- Exceptional process in place with proven results meeting/exceeding COBID, Apprenticeship and Section 3 Hiring.

### **Unmatched Quality**

- Innovative, industry-leading quality control program producing efficiently constructed projects, built for durability and maintainability
- In-house field expertise in earthwork, concrete, building envelope, painting and finish carpentry

### **Leaders in Green Construction**

- We construct buildings efficiently with careful use of time, materials, energy, money and space
- 160+ green projects including Net Zero, Passive House, ILFI, LEED, Earth Advantage.



## DAN SNOW | PROJECT EXECUTIVE

Dan brings 37 years of experience and has significant success with affordable housing. He leads the affordable housing team at WALSH, and has been involved in every affordable project built by WALSH since 1990. He has led our teams through the preconstruction and construction of over 1.5 million SF and 3,200 units of affordable and mixed-use housing. He manages and coordinates the NOFA application process and preconstruction efforts. His scheduling and project planning skills will ensure a smooth transition to construction. During construction, Dan will oversee and closely monitor the team's efforts to achieve all goals established by the project team.

### RESPONSIBILITIES

- Overall project oversight
- Contract negotiations
- Oversight of preconstruction efforts
- Overall project success

### EDUCATION

BS, Civil Engineering,  
University of Cincinnati

### EXPERIENCE

Years in construction: 37  
Years with WALSH: 31

### EXPERIENCE

#### **New Columbia Neighborhood Redevelopment - \$114.7m**

648,138 SF; 852 units; 127 buildings; mixed-use; 82 acres of infrastructure and a comprehensive park system

#### **Humboldt Gardens Neighborhood Redevelopment - \$24m**

148,000 SF; 130 units; mixed-use with Neighborhood Network Center, Head Start Center and management office; LEED Gold

#### **Dekum Court Redevelopment - Phase I \$15.4m, Phase II \$39.2m**

Phase 1 Units: 47 new homes, Phase 2 Units: 140 new homes.

#### **Crescent Court - \$24.5m**

138 units of wood frame housing, seven are dedicated for PSH, a courtyard, a play structure and a covered community gathering space. Also a Boys and Girls Club after school center for children who live in the building. The project is certified Earth Advantage Platinum.

#### **Cedar Commons - \$8.9m**

Three-story building with 60 units, office space and common areas. Includes resident support services designed to help reintegrate previously homeless individuals into society or give them the permanent supportive housing support they need.

#### **The Louisa Flowers - \$52m**

163,300 SF, 12-story, 240-unit mixed use and affordable housing for Home Forward. The project is certified LEED for Home Platinum.

### **New Columbia Neighborhood Redevelopment, Portland, OR**

New Columbia is a diverse 82-acre neighborhood built on the former site of Columbia Villa, a World War II public housing neighborhood. The project was the first Home Forward project funded in part with a HOPE VI federal grant.

Located in the North Portland's Portsmouth neighborhood, the housing mix of 852 units includes public housing, affordable rental housing, elderly housing and affordable homes for sale. In addition to new parks, public facilities include community centers, recreational facilities, day care, and adult learning centers. New Columbia is adjacent to Rosa Parks Elementary School, a new school built during the same timeframe with the aid of Home Forward's development expertise.

Dan lead the WALSH effort for this transformative project.







## BENNETT BARNWELL | SR PROJECT MANAGER

Bennett specializes in working with non-profit clients and understands the unique requirements that come with their projects. The experience and knowledge he's gained on both new construction and renovation projects will be of great value on the Hillside Park project. He knows how to plan for work around sensitive populations. He possesses an excellent ability to create, communicate and execute complex and demanding schedules. Bennett will implement schedule and budget, and be heavily involved in preconstruction efforts and contract negotiation.

### RESPONSIBILITIES

- Project oversight
- Implements schedule and budget
- Verify work scope
- Estimating and value engineering
- Supports preconstruction efforts
- Contract negotiation

### EDUCATION

BA, Economics and Mathematics, Colby College

### EXPERIENCE

Years in construction: 16  
Years with WALSH: 16

### EXPERIENCE

#### Hillside Manor - \$15m

Phased, 100-unit, 78,500 SF, nine-story occupied concrete tower, including seismic upgrades with a complex tenant relocation plan

#### Gray's Landing - \$31.6m

245,274 SF; 210 units; six-story new construction, mixed-use development with retail on the ground floor; transit oriented development; 44,294 SF underground parking; landscaped courtyard

#### Grant Park Village, Phases I & II- \$39.5m

366,880 SF; 210 units; five stories; PDC Funding with Prevailing & Workforce Training project; new construction, wood-framed over concrete; mixed-use; market rate apartments; commercial ground floor; parking garage; courtyard; club and fitness facility

#### 85 Stories Phase II: Medallion, Williams & Dahlke - \$39m

210,918 SF, occupied renovation of three affordable housing towers; 90 and 101 units and 115 units, respectively

#### 85 Stories Phase I: Gallagher Plaza Apartments - \$12.6m

68,000 SF; 6-story; occupied; significant seismic upgrade

#### The Quarry Senior Living - \$26.7m

250,000 SF; 183 units; wood-frame assisted living facility and senior housing



#### Gray's Landing, Portland, OR

Bennett was the project manager for Gray's Landing, a mixed-use infill development. The 245,278 SF six-story building is located in Portland's South Waterfront, the ground floor features the headquarters for REACH Community Development, in addition to community use areas and a streetcar lounge. The upper five stories of wood framed structure provide 209 housing units for low-income households, 42 of which are set aside for veterans earning less than 30% of the median income. WALSH completed the project nearly five weeks ahead of schedule, and earned LEED Platinum for Homes certification.





## AFTON WALSH LEED AP | COMMUNITY OUTREACH

Afton has a construction background that spans 12 years, with experience in many types of projects. She emphasizes a proactive approach based on consistent, direct communication and teamwork. As Project Manager, Afton will assist Dan Snow during preconstruction planning. She also serves as our Community Outreach Director; as such, she has first-hand knowledge of Equal Employment Opportunity guidelines. Our full-fledged company commitment to diversity has Afton building further upon WALSH's existing community and business relationships as well as creating and fostering new opportunities. She maintains regular contact and communication with MWESB/V firms during the bidding process.

### RESPONSIBILITIES

- Preconstruction planning
- Cost control and reporting
- Verifies work scope
- Subcontract management
- Value engineering

### EDUCATION

MBA, University of Washington

BS, Applied Economics and Management, Cornell University

### EXPERIENCE

Years in construction: 12  
Years with WALSH: 12

### EXPERIENCE

#### Starlight Apartments - \$20.3m

58,000 SF, 7-story building, 100 new units of deeply affordable SRO and studio housing, combined with extensive supportive services.

#### Dekum Court Redevelopment - Phase I \$15.4M, Phase II- \$39.2 M

Phase 1 Units: 47 new homes, Phase 2 Units: 140 new homes.

#### NHA Campus - \$14.4m

New development and management office; eight-unit family shelter; 28 multifamily affordable housing units

#### Bridge Meadows - \$7.2m

53,000 SF; intergenerational community development housing foster children; nine buildings, connected by bridge walkways; 85,254 SF site; outdoor courtyard

#### Cedar Commons - \$8.9m

Three-story building with 60 units, office space and common areas. Includes resident support services designed to help reintegrate previously homeless individuals into society or give them the permanent supportive housing support they need.

#### The Louisa Flowers - \$52m

163,300 SF, 12-story, 240-unit mixed use and affordable housing for Home Forward. The project is certified LEED for Home Platinum.

#### NHA Campus, Milwaukie, OR

Afton served as Project Manager and Community Outreach Director on the Northwest Housing Alternatives Campus project in Milwaukie, which includes a development and management office, eight-unit family shelter, and 28 multifamily affordable apartments.





## MARIO HERNANDEZ | SUPERINTENDENT

Mario joined WALSH with 20 years of experience in construction, with an extensive focus on the delivery of wood-frame projects. Mario has responsibility for a wide range of duties including on-going estimating, scheduling, subcontractor and job coordination, on-site supervision, safety, quality control, direct labor activity coordination and overall jobsite responsibility. In addition, he will be on-site 100 percent of the time to verify the scope of work performed conforms to that of the contract documents. Mario understands the importance of maintaining a safe and controlled construction site. He is skilled at listening and effectively communicating with clients to ensure a high quality product.

### RESPONSIBILITIES

- Route submittals and RFI
- Direct labor supervision
- Implement schedule
- Staging and logistics planning
- Implement safety
- Coordinate subcontractors, field supervisors and field employees

### EDUCATION

- AGC Education Foundation

### EXPERIENCE

- Years in construction: 26
- Years with WALSH: 6

### EXPERIENCE

#### Renaissance Commons - \$37m

New construction, 151,815 SF; 189 unit; mixed-use; transit oriented; affordable housing with services including community room; outdoor courtyard

#### Holden of Pearl Senior Living - \$104.8m

New construction, 17 stories, 218 units, market rate independent, assisted living, and memory care senior housing

#### Grant Park Village Phase II - \$27.5m

163,000 SF; five-story new market rate apartment building; wood-frame construction over one level of post-tensioned concrete podium over one level sub-grade parking

#### Town Center Greens - \$10.1m

53,600 SF; 60 units; common community space; wood-framed three-story, fully sprinklered multi-family apartment

#### The Meadows Apartments - \$22m\*

Three-story building with 60 units, office space and common areas. Includes resident support services designed to help reintegrate previously homeless individuals into society or give them the permanent supportive housing support they need.

#### Dakota Apartments - \$16m\*

156 units; multi-family apartment community

\*projects completed with a previous employer



### Grant Park Village, Phase II, Portland, OR

Mario was the Superintendent on Grant Park Village II, a market-rate urban infill redevelopment project that provides an economic boost for the neighborhood. Designed with rich woodwork and lush greenery, the courtyard has several amenities for residents to enjoy. With retailers and restaurants on the first level, and community amenities designed to connect residents, this is a true village environment.





# NEW COLUMBIA NEIGHBORHOOD REDEVELOPMENT

## HOME FORWARD

<b>Location</b>	Portland, OR
<b>Size</b>	648,138 SF, 852 housing units
<b>No. Phases</b>	2
<b>Mix of Uses</b>	Housing, community centers, education, and parks

New Columbia is a diverse 82-acre neighborhood built on the former site of Columbia Villa, a World War II public housing neighborhood. The project was the first Home Forward project funded in part with a HOPE VI federal grant.

Located in the North Portland's Portsmouth neighborhood, the housing mix of 852 units includes public housing, affordable rental housing, elderly housing and affordable homes for sale. In addition to new parks, public facilities include community centers, recreational facilities, day care, and adult learning centers. New Columbia is adjacent to Rosa Parks Elementary School, a new school built during the same timeframe with the aid of Home Forward's development expertise.

Led by Dan Snow, WALSH had significant success providing excellent and collaborative preconstruction services for the New Columbia project. Conceived in three phases, the WALSH team carefully planned and scheduled this 82-acre site from demolition through turn-over. The revised schedule saved the owner time and money. The most significant savings were achieved by changing the grading plan in the NE corner and eliminating 35,000 yards of soil export; raising sanitary sewer trunk lines 10 feet; and grinding the existing asphalt roadways and using it for structural fill.

The project team's innovative planning and flawless execution led to the return of \$1.6m to Home Forward for future project upgrades. The initial phase turned over six weeks early, Phase 2 turnover was staged block by block and happened like clockwork over the next 18 months. The project team hit every milestone on a schedule planned out two years earlier.





# HUMBOLDT GARDENS REDEVELOPMENT

## HOME FORWARD

<b>Location</b>	Portland, OR
<b>Size</b>	130 housing units
<b>No. Phases</b>	1
<b>Mix of Uses</b>	Housing, community centers, education, community police, and park

Humboldt Gardens is a groundbreaking green community of townhomes, flats, and apartments built around a central pocket park.

Developed to replace the badly aging and inaccessible Iris Court apartment complex off Vancouver Avenue in North Portland, Humboldt Gardens is Home Forward's second redevelopment effort anchored by a federal HOPE VI grant. Designed from the ground up with input from the entire community, the site incorporates a high number of green features such as low-flow showers and toilets, storm water swales, and Energy Star appliances. The project includes 130 units of housing, a Neighborhood Network Center, Head Start Center, Community Policing contact office, and a management office. Tree-lined streets, peaceful parks and gracious Northwest-inspired dwellings energize the community.

The project involved complete removal, deconstruction and/or demolition of the existing infrastructure and 10 residential buildings. A total of 13 new two- and three-story buildings feature a combination of flats and townhouses to accommodate a variety of family sizes. The project earned LEED Gold certification.





# HILLSIDE MANOR REDVELOPMENT

HOUSING AUTHORITY OF CLACKAMAS COUNTY

<b>Location</b>	Milwaukie, OR
<b>Size</b>	100 housing units
<b>No. Phases</b>	4
<b>Mix of Uses</b>	Housing, community centers

Hillside Manor is part of the Hillside Park redevelopment plan. WALSH recently completed a renovation and seismic upgrade to the 9 story, 100 unit building that was originally built in 1970. The building houses seniors and disabled folks and property management staff and resident services who help the residents access services in the surrounding area. The renovation included new micro pile and shearwalls on the ground floor to provide the building better resiliency in a seismic event. In addition; mechanical, and plumbing system were completely upgraded to provide the building new systems and piping to last the next 30-50 years. While the systems were being upgraded, unit and corridor finishes were upgrade and the community spaces were re-programmed to better serve residents and the services the building provides.

The revitalization took place while keeping the residents living in the building. Property management was able to hold units that became vacant through attrition for the year leading up to construction. That allowed almost all residents to move to units within the building, while construction cycled through units completing the renovation. The COVID pandemic presented a major challenge for the team to work through and adjust around as the project moved along. The team worked through countless schedule approaches to slow down and speed up construction depending on the state of the pandemic in the community. The ability of the team to adjust to these changes and keep residents and workers safe and healthy led to project savings on the relocation and construction schedule duration that allowed funds to be reallocated to site improvements for a community garden and outdoor space.





# WEBSTER ROAD HOUSING REDEVELOPMENT

HOUSING AUTHORITY OF CLACKAMAS COUNTY

**Location**

Gladstone, OR

**Size**

27,000 SF  
48 housing units

**No. Phases**

1

**Mix of Uses**

Housing, support services

A part of the Hillsde Park Redevelopment Plan, Webster Road Housing Redevelopment is a 2.2 acre site with an existing 27,000 square foot single-story building, originally constructed as a nursing home. The building was most recently used as a residential behavioral health services facility before closing in 2017.

This project will make improvements to the existing site and renovate the building to include 48 residential units. These will be a mix of studios and single-room occupancy (SRO) units providing permanent supportive housing for seniors age 50 and up who make less than 30% of area median income (AMI). The building will also provide space for third-party supportive services.

This project is scheduled to be completed in Late Spring 2022.



# NHA CAMPUS

## NORTHWEST HOUSING ALTERNATIVES

<b>Location</b>	Milwaukie, OR
<b>Size</b>	36 housing units Five buildings
<b>No. Phases</b>	1
<b>Mix of Uses</b>	Housing, commercial

Northwest Housing Alternatives was in need of suitable facilities to support their work of providing much needed affordable housing. The project included five buildings on a large site.

Amenities include a resident community room, resident services and property management spaces, on-site parking, outdoor terrace, and playground. The family shelter is located at the heart of the campus and was developed in conjunction with shelter management, and guided by trauma informed design. MWA Architecture was sensitive to the need to provide a temporary home for some of the community’s most vulnerable families within a protected environment.

Family housing units share the central courtyard with the shelter and the new office headquarters. Sightlines between units and buildings were carefully managed on this tight site in order to create an intimate campus. Due to the proximity of the new fence line with multiple neighbors’ properties, a fairly extensive amount of planning and communication (including face to face meetings) with neighbors was required.

The new Operations Center was built to achieve Net Zero Energy Building Certification. This means the building employs energy efficiency measures and onsite renewables to meet all of its heating, cooling, and electricity needs. It is the first such project in the City of Milwaukie. WALSH delivered the project ahead of schedule.







## GRANT PARK VILLAGE REDEVELOPMENT

CAPSTONE PARTNERS

<b>Location</b>	Portland, OR
<b>Size</b>	378 housing units 530,000 SF
<b>No. Phases</b>	2
<b>Mix of Uses</b>	Housing, commercial

Grant Park Village 530,000 SF, 378-unit infill redevelopment with 47,000 SF ground level retail and parking in Portland's Grant Park neighborhood. The apartments – which range from studios up to three-bedroom units and two-story townhouses – are arranged in five separate buildings on the podium, with a common terrace and open wells to the parking below for daylighting. The project includes 270 parking stalls on two levels connected by a ramp, as well as, 330 total bicycle parking stalls. Residents can enjoy a beautiful community room adjacent to a landscaped terrace with a fire pit and gathering area, a state-of-the-art fitness facility, secured bike storage, a bike repair facility, and dog wash. WALSH's project team worked very efficiently and completed the large complex two months ahead of schedule.



## GRAY'S LANDING

### REACH COMMUNITY DEVELOPMENT

<b>Location</b>	Portland, OR
<b>Size</b>	209 housing units 245,278 SF
<b>No. Phases</b>	1
<b>Mix of Uses</b>	Housing, commercial

Gray's Landing is a mixed-use development with ground-floor retail, office space and affordable apartment units. The 245,278 SF six-story mixed-use building is located next to the Old Spaghetti Factory in Portland's South Waterfront. The upper five stories of wood framing provide 209 housing units for low-income households, 42 of which are set aside for veterans earning less than 30% of the median income. WALSH completed the project nearly five weeks ahead of schedule. The project earned a LEED Platinum for Homes (Mid-Rise) certification.

The ground floor features the new headquarters for REACH Community Development, in addition to community use areas and a streetcar lounge.





## NEW COLUMBIA - TRENTON TERRACE

### NORTHWEST HOUSING ALTERNATIVES

<b>Location</b>	Portland, OR
<b>Size</b>	55,732 SF, 66 housing units
<b>No. Phases</b>	1 (Phase 3 of New Columbia)
<b>Mix of Uses</b>	Senior affordable housing

The Trenton Terrace Senior Apartments is an affordable housing community anchoring the southeast corner of the New Columbia community redevelopment project. HUD 202 funds made this \$5.8 million, 55,732 SF, three-story, wood-frame, 66-unit complex a reality. The project features a new community space available for resident and community activities and all 66 units are equipped with energy-efficient appliances and lighting.

As part of the New Columbia neighborhood, seniors residing at Trenton Terrace have full access to the new park system, convenient access to public transportation and retail spaces integrated into the community as part of the \$150 m neighborhood transformation constructed by WALSH and developed by Home Forward, formerly Housing Authority of Portland.



# QUANTUM

R E S I D E N T I A L



**Property  
Management**

**QUANTUM  
RESIDENTIAL**

601 E 16TH STREET





**QUANTUM**  
RESIDENTIAL

## **KALIB LOCKE**

Principal

### **OFFICE PHONE**

360-905-0150

### **CELL PHONE**

360-521-2311

### **EMAIL**

KalibLeQresinc.com

## **QUANTUM RESIDENTIAL**

### **OFFICE PHONE**

360-696-9000

### **FAX**

360-696-9609

[www.QuantumResidential.com](http://www.QuantumResidential.com)



## WHO WE ARE

Established in 1969, Quantum Residential has provided the Pacific Northwest with superior property management services for nearly 50 years. Headquartered in Vancouver, Washington, Quantum is a third-party property management company specializing in large multifamily properties. Our family of communities include management of over 6,000 units at 50+ properties throughout Washington and Oregon.

## INDUSTRY ACCREDITATION

Quantum has been an Accredited Management Organization (AMO) with the Institute of Real Estate Management (IREM) since 1984, making us one of only 554 firms in the United States with this accreditation.

## WE MANAGE:



**6K+**

Units

**50+**

Properties

**15+**

Cities

## QUANTUM RESIDENTIAL

601 E 16th Street  
Vancouver|WA

00000



# OUR VALUES

## PEOPLE



With nearly half a century of consistently providing an excellent return on investment for our clients, it remains clear that our success is inherently tied to our team of people.

We strongly believe in forming and sustaining lasting partnerships with our employees, our clients and within our communities. We invest in our people and encourage their success, which in return, leads to the successful management of the asset for our clients.

## ACCOUNTABILITY



Creating and maintaining trust within our company and with our clients requires transparency and ultimately, full accountability.

We believe in holding ourselves and each other to a high standard. Our actions drive the excellent company culture, directly leading to the success of our people and communities.

## INNOVATION



While our values and relationships are tied to the traditions that have earned us 50 successful years, we know that it is our passion for innovation that will directly lead us into the next 50.

Through incorporating new technology and training tools, Quantum is prepared to continually seek out the best ways



# OUR SERVICES

## ACCOUNTING

We provide intensive accounting for our owners, including: reporting, accounts receivable/payable, bank reconciliations, general ledger, recurring revenue, inter-company accounting and daily GPR processing.

## GROUP INSURANCE

Based on our volume of properties, we are able to provide better rates on insurance for our clients.

## PROJECT MANAGEMENT

We have experience managing new construction in addition to our history with stable communities.

## LEASING & MARKETING STRATEGIES

Our in-house Marketing Department can provide assistance with basic marketing concerns, such as: flyers, lead source management and guidance on more extensive marketing options.

## PREVENTATIVE MAINTENANCE

## INDUSTRY EXPERIENCES

With nearly 50 years of experience in the industry, Quantum Residential has a proven track

## REPORTING: MARKET & FINANCIAL

We provide industry standard and customized financial performance reports. In addition to our market analytics, we also offer market surveys and property shops.

## SCREENING: RESIDENT & EMPLOYEE

We provide screening for both residents and employees.

## MARKET ANALYTICS

We offer customized reporting on a local, Regional and National level.

## STAFFING: HIRING, TRAINING & CAREER DEVELOPMENT

As a people-centric company, we understand that it is our people that are our best asset. We pay great attention to our hiring.

## FAIR HOUSING COMPLIANCE

## RESIDENT RETENTION PROGRAMS

We understand the value in resident retention and have developed several retention programs for our



# ACCOUNTING

We take great pride in our outstanding accounting team, who consistently provide accurate and timely reporting. Our accounting team does whatever it takes to support the property and the team members on-site.

- Each community has an assigned Payables Specialist and Accounting Support Specialist.
- Efficient, user friendly accounting software system reduces site staff workload, creating more time to better support the asset.
- ResMan is a live web based accounting software system.

Bank Reconciliation's are completed the 1st week of each month by the Accounting Support Specialist for all bank accounts prior to finalizing the monthly financials.

## FINANCIAL REPORTS

- Accrual based accounting
- Financial reports are for a true month, meaning that they represent the 1st through the 30th/31st of the month.
- Financial reports are sent by email to those designated by the ownership.
- Financial packets include:
  - Twelve Month Profit and Loss
  - Budget Variance
  - Balance Sheet
  - General Ledger for income and expense accounts
  - Bank Account Register



## RENTAL/MISC. INCOME

- Checks and/or money orders (no cash is accepted) are received by on-site staff.
- Payments are entered into the accounting software and applied to the resident ledgers.
- Payments are scanned into the bank account through a desk top bank scanner.
- Online bank deposit receipts are scanned, uploaded and attached to the deposit in the accounting software.
- All monies are deposited within 24 hours of receipt into the Operating Bank account. Security

## PAYABLES

- Invoices are received by on-site staff.
- Invoices are coded and entered by the site staff into the accounting software.
- Invoices are scanned and uploaded into the accounting software and attached to the entered invoice in the accounting software.
- The Regional Portfolio Manager reviews and approves each invoice in the accounting software.
- Checks are issued for all invoices that have been entered and approved on Thursday of



# MARKETING

## MARKETING & BRANDING

We provide recommendations for and management of a combination of marketing sources, including: internet listing service (ILS), Facebook advertising, geo-fencing and a website with 24/7 availability/renting.

Our marketing department will be able to provide recommendations for outsourcing the services of a digital marketing firm. Additionally, our site staff and marketing team will help to manage the marketing campaign.



## WEBSITE

We would recommend that the website have a 3D building model that allows residents to see exactly where the apartment is that they are renting. Having negotiated excellent pricing, we are the only 3rd Party Management Company currently utilizing this on all lease-up properties in the Pacific Northwest. Our websites have been created to focus on delivering a user friendly experience with many calls to action, pushing visitors towards applying, subsequently increasing the website ROI.

## GEO-FENCING

Using global positioning systems (GPS) and radio frequency identification (RFID) businesses are able to define geographical boundaries to set "triggers" for mobile devices. When a prospect comes within the defined boundaries they become targeted with mobile advertisement - this can also be combined with other forms of digital advertisement including re-targeting.

## INTERNET LISTING SERVICES

Incorporating a the services of an ILS is a great way to provide a steady stream of prospective residents while also enforcing the branding of the community. Examples of internet listing services include: Apartments.com, Zillow, Apartment List, etc.



## IN-HOUSE MARKETING

Our in-house marketing department can help facilitate basic marketing needs, including maintenance of property website, management of internet listing services, flyer development and lead source monitoring.

## VIDEO & PHOTOGRAPHY

Visually-engaging and sharable content such as video and photography is vital for an effective marketing campaign. This content





# TECHNOLOGY

## RESMAN PROPERTY MANAGEMENT SOFTWARE

- Integrates with website and ILS to push current availability/pricing and to receive guest card leads for quick follow up.
- Lease expiration exposure tracking.
- Cloud based real-time live system.
- Paperless invoice processing.
- Maintenance module with work order tracking annual community maintenance reminders, etc.



## TECHNOLOGY

Visually-engaging and sharable content such as video and photography is vital for an effective marketing campaign. This content can be used for promotional materials, social media and for solidifying branding.

## RESMAN RESIDENT PORTAL

Pushes resident monthly rent payments to Equifax/TransUnion/Experian to help residents improve credit.

Provides financial tips, videos and spreadsheets for residents.

See current balance owing, track work orders and pay rent.

Text community, see community Facebook and receive community texts.





# QUALIFICATIONS, EXPERIENCE, CAPACITY



## MANAGEMENT SPECIALTY

Managing Low-Income Housing and Complying with LIHTC, RD, OAHTC, HOME & HUD Project Based Assistance

Quantum has extensive experience managing affordable properties, having done so for nearly 50 years (1969). Over the years, we have worked with 6 different housing authorities, numerous non-profit entities and low-income tax projects.

▶ HOME FORWARD  
OF PORTLAND

▶ HOUSING AUTHORITY  
OF CLACKAMAS

▶ LIHTC

▶ HOMES FOR GOOD  
(LANE COUNTY)

▶ VANCOUVER HOUSING  
AUTHORITY

▶ HUD

## COORDINATING RESIDENT SERVICES WITH LOCAL SERVICE PROVIDERS

### COORDINATION & COMMUNICATION

The success of any housing program for challenging populations is dependent on the skills of the local service providers and the ability of the on-site property management staff to coordinate and communicate with the service providers.

It is also important that the property management staff maintain appropriate boundaries with residents and allow the service providers to provide the resident support for which they have been contracted to deliver.

However, on-site staff should be trained in how to manage and properly handle any situation that may arise, whether it be de-escalation techniques or contacting the police for a resident posing a threat to others.

### EXPERIENCED SENIOR STAFF

The Senior Regional Portfolio Manager, Regional Portfolio Manager, and Quantum ownership all have extensive experience in providing service enriched housing, including; housing first, CMI/DD and veterans.



# MEET THE TEAM

## OWNERSHIP



**KALIB  
LOCKE**  
Principal

**KRIS  
HANSON**  
Principal

## PORTFOLIO PROPERTY MANAGEMENT



**FELICIA  
POE**  
Regional  
Portfolio  
Mgr.

**LESLIE  
MAEHLUM**  
Regional  
Portfolio  
Mgr.

**LANCE  
RUNDLE**  
Regional  
Portfolio  
Mgr.

**SHAY  
RICAR**  
Regional  
Portfolio  
Mgr.

**JEN  
GENTRY**  
Regional  
Portfolio  
Mgr.

**ROSA  
GUITERREZ**  
Regional  
Portfolio  
Mgr.

**JANELLE  
BELL**  
Assistant  
Portfolio  
Mgr

## HUMAN RESOURCES



**MATT DEVORE**  
Payroll Benefits  
Manager

## IT SUPPORT



**CRYSTAL TEMPLE**  
Business Systems  
Director

## MARKETING



**MEGHAN BAFIGO**  
Marketing  
Director

## ACCOUNTING



**LOUISE  
GRIFFIN**  
Controller

**TRESSIA  
MORROW**  
Payables Support  
Specialist

## AFFORDABLE HOUSING COMPLIANCE



**KIM  
WITT**  
Compliance  
Manager

**EMMA**

**MINDI**

**CHRISTINE**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is made and entered into as of this 26<sup>th</sup> day of October, 2022, by and between The Related Companies of California, LLC, dba Related Northwest ( “Related”), and Northwest Housing Alternatives an Oregon nonprofit public benefit corporation (“NHA”) with reference to the following recitals of fact:

### R E C I T A L S:

A. WHEREAS, the Related will form an affiliated limited partnership (“Partnership”) to own real property, located at 2889 SE Hillside Ct., Milwaukie, Oregon in the County of Washington and referred to as Hillside Park Phase I Buildings A and B, (the “Property”);, and

B. WHEREAS, Related intends to construct an affordable housing community on the Property (the “Project”); and

C. WHEREAS, NHA desires to establish and deliver services, including, without limitation, the services described on Exhibit A attached hereto and incorporated herein by this reference (the “Services”) to residents of the proposed Project (the “Program”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

### A G R E E M E N T:

1. Services. NHA agrees to facilitate Services at the Project and provide all Services delivered at the Project site free of charge to Residents of the Project. Related (or Partnership) and NHA intend to execute a social services agreement prior to the commencement of Services by NHA (the “Agreement”).
2. Facility and Level of Service. Related (or the Partnership) agrees to provide a well-maintained facility at the Project in which the Program can take place. The Parties will agree on, and the Agreement will provide, a specified number of hours each week during which the Program will be offered via a customized services plan which will be curated based on resident survey, property management input, owner feedback and service provider consult with a level of service commensurate with the fee and stipend set forth in Section 6 below. The Parties currently anticipate a 0.7 FTE staff level.
3. Commencement of Services. The Partnership and NHA will mutually agree on a Services Start Date which is anticipated in 2025. At the Services Start Date, NHA will initiate the recruiting and start-up process.
4. Term. The initial term of the Agreement (the “Term”) will commence at the Start Service Date and will terminate on the fifteenth anniversary of that date.
5. Termination. Either party may terminate the Agreement upon sixty days (60-days) to the other party. In the event that the Services are no longer desired by the Related (or the Partnership) a notice will be provided to NHA and the Agreement will terminate within sixty-days (60-days) of issuance.



- 6. Budget and Fee.** Related (or the Partnership) agrees to pay NHA the start-up costs as a one-time fee in an amount not to exceed \$5,000, payable within thirty (30) days of the Services Start Date. Annually, Related (or the Partnership) will provide utilities at no cost to service provider for the Program at the Project site and an operational stipend of \$350 per unit annually, to increase 3% annually during the term of the Agreement from the agreed upon date for commencement of Services. The operational stipend is to cover costs associated with staff, supplies and other ancillary items to operate the Program located at the Project.
- 7. Insurance.** NHA, at its sole cost and expense, will maintain and keep in full force and effect, workers' compensation and liability insurance coverage with such carriers and within such limits as set forth in the Agreement and as Related (or the Partnership) shall require. Without limiting the generality of the foregoing, NHA will maintain liability insurance in the amount of not less than \$2,000,000 combined single limit.
- 8. Counterparts.** This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile or electronic mail (including a .pdf or any electronic signature complying with Oregon's Uniform Electronic Transaction Act [Or. Rev. Stat. Section 84.001, et seq.] or other applicable law), such as DocuSign or such other commercially available electronic signature software, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This MOU is predicated on the award of funding sufficient to construct the Project to Related or the Partnership by the Oregon Housing Community Services, the Housing Authority of Clackamas County, and others. If the Project is not able to proceed, for any reason, then this MOU shall be of no further force or effect and neither party shall have any obligations to the other regarding this matter.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

{SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE}

The Related Companies of California, LLC,  
a California limited liability company,

By: \_\_\_\_\_

Ann Silverberg  
Vice President

Northwest Housing Alternatives  
an Oregon nonprofit public benefit corporation,

By: \_\_\_\_\_

Trell Anderson  
Executive Director

DRAFT



## EXHIBIT A

### SCOPE OF SOCIAL AND SUPPORTIVE SERVICES

NHA will provide a comprehensive and robust service program, free of charge to the Residents of the Project that complies with each of the program descriptions.

NHA will provide the following programs and services (as detailed in the Resident Services Plan to be provided):

- Community Building Events and programming- to engage and enhance the experience of the residents in the community.
- Information and referral services- connecting residents to relevant resources and information as available.
- Other services including but not limited to:
  - Employment and workforce development
  - Translation support
  - Food Pantry operation
  - Financial wellness classes
  - Recreational program referrals
  - Early Learning/Parent Development
  - Asset wealth/building opportunities
  - Youth engagement & Academic support activities
  - Individual Development Accounts

## **EXHIBIT B: CONDITIONS OF FUNDING**

### **Eligible Use of Funds**

Recipient may use CET funding for acquisition, new construction, rehabilitation, and soft costs, including the costs of displaced tenant relocation.

### **Program Guidelines**

The Project must meet all applicable requirements outlined in the Milwaukie Municipal Code: [https://library.gcode.us/lib/milwaukie\\_or/pub/municipal\\_code](https://library.gcode.us/lib/milwaukie_or/pub/municipal_code).

The Project will only be awarded CET funds up to 50% of its total development cost; at least a portion of the Project must be leveraged funds. Proof of leveraged funds must be secured and included in the Grant Request.

CET funds for rental housing must be maintained as housing that is affordable to households earning no more than 120% Area Median Income ("AMI") for the workforce housing related funds and no more than 80% AMI for the residential affordable housing related funds for at least 30 years. City will partner with Recipient and other agencies to monitor the development for compliance during the 30-year affordability period. For the duration of the affordability period, Recipient will ensure the items below that are applicable to the project:

- A.** Residents must be income-qualified and earn no more than 120% AMI for workforce housing and no more than 80% AMI for affordable housing, depending on household size, as published by the US Department of Housing and Urban Development annually.
  - 1) For target households earning 0-30%, 30-60%, 60-80%, 80-100% and 100-120% AMI, City uses income limits published annually by the US Department of Housing and Urban Development.
  - 2) Property management is responsible for verifying household income prior to occupancy.
- B.** Rental housing, rent payments (including a utility allowance determined by the public housing authority) must not exceed the maximum rents determined for targeted income levels, adjusted for number of bedrooms in a housing unit (Unit Size). Maximum rent limits for 120% AMI households and below, adjusted for Unit Size, are published annually by Oregon Housing and Community Services.
  - 1) For target households of lower income levels, City uses rent limits for 30% AMI, 50% AMI, 60% AMI, and 80% AMI, published annually by Oregon Housing and Community Services for the Low-Income Housing Tax Credit program, adjusted for Unit Size.
  - 2) Property management is responsible for setting rents that do not exceed the annual rent limits.
- C.** For homeownership housing, monthly payments should be no more than 30% of the household income identified for the income levels served.
- D.** 100% of the units do not have to be occupied only by households that qualify as low and moderate-income or workforce housing (earning no more than 120% AMI). Mixed income developments are eligible to receive funds; however, the funds will only assist the income-eligible part of the development.
- E.** Project will remain affordable, pursuant to deed restrictions or similar legal tool, for not less than a 30-year compliance period.
- F.** For new construction and rehabilitation projects, 5% of units must be accessible to persons with physical disabilities and persons with sensory disabilities. Projects with more than 5% of units for people with mobility challenge and sensory challenges are preferred.
- G.** Recipient must submit to the City a marketing and outreach plan designed to publicize the availability of new housing opportunities created by the Project. The plan will be sent to Black,



Indigenous and People of Color (“BIPOC”) communities and residents, and to affirmatively further fair housing.

- H.** Project must comply with the City's Milwaukie Housing Affordability Strategy (“MHAS”) 2018-2023 Action Plan's three goals, which include 1) develop new affordable units, 2) prevent displacement and keep affordable units affordable, and 3) connect people to existing affordable housing.
- I.** Recipient must not refuse selling or leasing to a holder of a rental certificate, rental voucher, or other housing payment assistance program, solely on the status of the prospective resident as a holder of such.
- J.** Recipient must not discriminate against prospective residents on the basis that the residents have a minor child or children who will be residing with them.
- K.** Recipient must not convert the rental units to condominium ownership.
- L.** Recipient must meet the disbursement conditions set forth in section 5(C) of this Agreement.

**EXHIBIT C: FUNDING PLAN AND REPORTING**

City of Milwaukee CET Grant Financial Status Report						
<b>Project:</b>	Hillside Park Buildings A, B, and C					
<b>CET Grant Amount:</b>	\$1,700,000					
<b>Quarter:</b>						
<b>Report Date:</b>						
<b>Milestone Reports</b>						
<b>Milestones Completed this Quarter</b>						
<b>Milestones Projected for Next Quarter</b>						
<b>Grant Uses</b>						
<b>Line Item</b>	<b>Amount Used</b>					
<i>Insert Line Item</i>	TBD					
<i>Insert Line Item</i>	TBD					
<i>Insert Line Item</i>	TBD					
<i>Insert Line Item</i>	TBD					
<i>Insert Line Item</i>	TBD					
<b>Total</b>						



**ASSIGNMENT OF CONTRACTS  
AND WORK PRODUCT AND PROJECT DOCUMENTS**

THIS ASSIGNMENT OF CONTRACTS AND WORK PRODUCT AND PROJECT DOCUMENTS (this “**Assignment**”) is made as of \_\_\_\_\_, 2023 (the “Effective Date”), by HILLSIDE PARK BUILDINGS A & B HOUSING PARTNERS LIMITED PARTNERSHIP, an Oregon limited partnership (“**Borrower**”), to and for the benefit of the HOUSING AUTHORITY OF CLACKAMAS COUNTY, a public body corporate and politic of the State of Oregon created pursuant to the Housing Authorities Law of the State of Oregon (Oregon Revised Statutes 456.005 through 456.235, as amended from time to time) (“**Lender**”).

RECITALS

A. Borrower has requested, and Lender has agreed, to make a loan (the “**Loan**”) to Borrower from a portion of certain funds that Lender receives from City of Milwaukie (“**City**”), a municipal corporation in the State of Oregon pursuant to that certain Construction Excise Tax Grant Agreement for Affordable Housing Construction dated \_\_\_\_\_ by and between City and Lender (the “**CET Grant Agreement**”) for the purpose of financing certain predevelopment costs incurred in connection with the development of an approximately 175-unit multifamily housing development located in the City of Milwaukie, Oregon commonly as Hillside Park Buildings A & B (the “**Project**”). The Borrower’s obligations with respect to the Loan are evidenced by a Secured Promissory Note dated the date hereof, made by the Borrower to the order of the Lender. This Assignment, the Note, and any other documents executed by the Borrower in connection with the Loan are collectively referred to herein as the “**Loan Documents.**”

B. As a condition to making the Loan, Lender has required that Borrower execute and deliver this Assignment to Lender as security for the performance of Borrower’s obligations under the Loan Documents.

AGREEMENT

NOW THEREFORE, in consideration of the mutual and dependent covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. The Recitals are hereby incorporated herein by this reference.
2. Borrower hereby assigns, conveys and transfers to Lender, as security for Borrower’s obligations under the Loan Documents, all of Borrower’s right, title, interest, privilege, benefit and remedies in, to and under the following (collectively, the “**Work Product and Project Documents**”):
  - (a) The contracts listed on Attachment A attached hereto, as may be amended from time to time;

(b) All other agreements now or hereafter entered into by Borrower with any architect, contractor, engineer, or other consultant for the purpose of the design, engineering, construction, or development of the Project;

(c) All plans, specifications and drawings with respect to the Project, which shall include without limitation the plans, specifications and drawings for any and all improvements, streets, sewers, water and drainage and all tentative and final tract maps pertaining to the Project; and

(d) Any and all present and future amendments, modifications, supplements, change orders and addenda to any of the items described in clauses (a), (b) and (c) above.

(e) Any other work product developed by Borrower for the Project to the extent assignable.

A complete copy of each contract listed on Attachment A to this Assignment (“Contractor Agreement”) shall be provided to Lender concurrently with delivery of this Assignment; provided, however, that any additional contracts entered into after delivery of this Assignment will be incorporated herein by amendment pursuant to the terms of Section 7 of this Assignment. Borrower shall notify Lender of any additional contracts within 10 days of execution of any such contracts.

3. (a) Borrower agrees to obtain and deliver to Lender, concurrently with its delivery of this Assignment, a Consent to Assignment substantially in the form of Attachment B hereto from each contractor who is party to each Contractor Agreement listed in Attachment A hereto. Borrower shall promptly obtain and deliver to Lender appropriate Consents to Assignment to any Contractor Agreements with a complete copy of each such requested Contractor Agreement. The contracting party with Borrower in each Contractor Agreement is referred to herein as an “Architect/Engineer/Contractor.”

(b) This Assignment and the Consents to Assignment do not relieve Borrower of its obligations under the Contractor Agreements. Lender does not hereby assume any of Borrower’s performance obligations under any Contractor Agreement, including, without limitation, any obligation to pay for work performed or invoiced pursuant thereto.

4. Upon the occurrence of an Event of Default by Borrower under the Loan Documents or upon delivery of any and all Work Product and Project Documents pursuant to Section 1.4 of the Note, Lender may, at its option, upon written notice to the appropriate Architect/Engineer/Contractor, exercise any or all of the rights and remedies granted to Borrower under the Contractor Agreement with the Architect/Engineer/Contractor as if Lender had been an original party to such Contractor Agreement. Lender may elect to assume some or all of the obligations of Borrower under the Contractor Agreement by giving notice to that effect to the Architect/Engineer/Contractor; provided, however, that Lender shall not be responsible for any default, liability or obligation of Borrower under the Contractor Agreement occurring prior to the time Lender gives such notice to the Architect/Engineer/Contractor, and Lender shall thereafter be responsible only to the extent expressly set forth in said notice. In addition, Lender shall have and possess, without limitation, any and all rights and remedies of a secured party under the Oregon Uniform Commercial Code or otherwise provided by law.

5. Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact, which power is coupled with an interest, so that Lender shall have the right upon the occurrence of an Event of Default by Borrower under the Loan Documents or upon delivery of any and all Work



Product and Project Documents pursuant to Section 1.4 of the Note, to demand, receive and enforce Borrower's rights with respect to the Contractor Agreements, to give appropriate receipts, releases and satisfactions for and on behalf of Borrower, and to do any and all acts in the name of Borrower or in the name of Lender with the same force and effect as Borrower could have done.

6. Borrower hereby represents and warrants to Lender that no previous assignment of the Contractor Agreements has been made, and Borrower agrees not to assign, sell, pledge, transfer or otherwise encumber its interest in the Contractor Agreements so long as this Assignment is in effect. Borrower represents and warrants that the copy of each Contractor Agreement provided by Borrower to Lender shall be the complete and entire Contractor Agreement between the parties thereto. Borrower agrees not to terminate or modify the Contractor Agreements without Lender's prior written consent.

7. If any provision of this Assignment shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality and enforceability of the other provisions of this Assignment or of the other Loan Documents. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought.

8. Borrower shall indemnify and hold harmless Lender against any liabilities, claims, costs and expenses, including reasonable attorneys' fees, incurred by Lender as a result of this Assignment or Lender's exercise of its rights hereunder provided that such liabilities, claims, costs and expenses, including reasonable attorneys' fees, incurred by Lender as a result of this Assignment or Lender's exercise of its rights hereunder do not arise out of gross negligence on the part of Lender.

9. This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns. Lender may assign all or any portion of its interest in the Contractor Agreements or its rights created hereunder and, in such event, Borrower, at its sole expense, shall promptly execute, acknowledge and deliver such additional documents, instruments and Contractor Agreements as may be required by Lender in connection with any such assignment.

10. Upon the earlier to occur of (i) full and final repayment of the Loan to Lender and the satisfaction of all other obligations of Borrower to Lender under the Loan Documents, and the due recordation of the release or reconveyance of any financing statements securing the Loan, or (ii) Conversion under the Contribution Option (each as defined in Section 1.5 of the Note), this Assignment shall automatically terminate; provided, however, that this Assignment shall not terminate and shall remain in full force and effect upon delivery of any and all Work Product and Project Documents pursuant to Section 1.4 of the Note.

11. This Assignment shall be governed by and construed in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the Effective Date.

**BORROWER:**

Hillside Park Buildings A & B Housing Partners, an Oregon limited partnership

By: Related/Hillside Park Buildings A & B Development Co., LLC, a California limited liability company  
its administrative general partner

By:   
Name: Ann Silverberg  
Title: President



ATTACHMENT A  
TO THE ASSIGNMENT OF CONTRACTS AND WORK PRODUCT

LIST OF CONTRACTS ASSIGNED

1. Consultant Contract entered into as of September 9, 2022 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and GeoDesign, Inc. dba NV5, (“Consultant”), and in the amount of \$25,425.00, of which \$16,179.55 applies to the Project on a per unit pro rata basis.
2. Consultant Contract entered into as of September 15, 2022 (“Effective Date”), and amended by that certain First Amendment to Consultant Contract dated as of January 31, 2023, and by that certain Second Amendment dated as of February 15, 2023, by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Emerio Engineering & Survey LLC, an Oregon limited liability company, dba W.B. Wells & Associates, and in the amount of \$37,480.00, of which \$23,850.91 applies to the Project on a per unit pro rata basis.
3. Consultant Contract entered into as of November 15, 2022 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and We All Rise, LLC, an Oregon limited liability (“Consultant”), and in the amount of \$50,000.00, of which \$31,818.19 applies to the Project on a per unit pro rata basis.
4. Consultant Contract entered into as of January 6, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Galash Lawrence, Inc. dba GLI Advisors, an Oregon corporation (“Consultant”), and in the amount of \$317,966.00.
5. Consultant Contract entered into as of January 17, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Evren Northwest, Inc., (“Consultant”), and in the amount of \$15,395.00, of which \$9,796.82 applies to the Project on a per unit pro rata basis.
6. Consultant Contract entered into as of January 20, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Earth Advantage, Inc., an Oregon nonprofit corporation (“Consultant”), and in the amount of \$64,250.00.

7. Consultant Contract entered into as of February 14, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Ankrom Moisan Architects, Inc., an Oregon corporation (“Consultant”), and in the amount of \$1,980,186.00.
8. Consultant Contract entered into as of February 27, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Marx | Okubo Associates, Inc., a Colorado corporation (“Consultant”), and in the amount of \$29,500.00.
9. Consultant Contract entered into as of March 13, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Qualified Enclosure Consultants, Inc., an Oregon corporation (“Consultant”), and in the amount of \$17,990.00.



ATTACHMENT B  
TO THE ASSIGNMENT OF CONTRACTS AND WORK PRODUCT

FORM OF  
CONSENT TO ASSIGNMENT OF CONTRACTS AND WORK PRODUCT  
(From \_\_\_\_\_ to the Housing Authority of Clackamas County)

The undersigned hereby consents to the attached Assignment of Contracts and Work Product executed by Hillside Park Buildings A & B Housing Partners Limited Partnership (“**Borrower**”), to and for the benefit of the Housing Authority of Clackamas County (“**Lender**”), dated [MONTH/DAY], 2023 (“**Assignment**”).

The undersigned agrees to perform pursuant to the terms and conditions of the undersigned’s Contractor Agreement with Borrower (“**Contractor Agreement**”) attached to this Assignment. If requested by Lender in the exercise of its rights under the Assignment, the undersigned shall continue to perform its obligations under the Contractor Agreement in accordance with the terms thereof for which the undersigned shall be compensated in accordance with the Contractor Agreement. Lender, and any assignee or successor of Lender upon foreclosure or exercise of its rights under this Assignment or other Loan Documents between Borrower and Lender, shall be entitled to receive and to use any plans or other work product prepared or produced by the undersigned on behalf of the Borrower in accordance with the Contractor Agreement for the Project, without additional cost. The undersigned also agrees that, in the event of a breach by Borrower of any of the terms and conditions of the Contractor Agreement, the undersigned will give prompt written notice of such breach to Lender at Lender’s address:

Housing Authority of Clackamas County  
13930 Gain Street  
Oregon City, Oregon 97045

Lender shall have sixty (60) days from the receipt of such notice of breach to remedy or cure said breach, provided, however that neither the Assignment nor this Consent shall require Lender to cure said breach, but Lender shall, in its sole discretion, have the option to do so.

The undersigned Contractor acknowledges that Lender is relying on this Consent and the assurances set forth herein in lending Borrower funds to conduct Project pre-development activities. Contractor acknowledges and agrees that this Consent shall accrue to the benefit of and bind any assignee or successor of Lender and the undersigned Borrower. All capitalized terms used in this Consent shall have the same meaning as in the Assignment. The Contractor Agreement is in full force and effect as of the date hereof.

DATED as of \_\_\_\_\_, 2023

\_\_\_\_\_  
By:

Assignment of Contracts and Work Product Hillside Park Buildings A & B Housing Partners Limited Partnership – Hillside Park Phase I Buildings A & B

## SECURED PROMISSORY NOTE

\$ \_\_\_\_\_

Milwaukie, Oregon  
\_\_\_\_\_, 2023

**FOR VALUE RECEIVED**, HILLSIDE PARK BUILDINGS A & B Housing Partners, an Oregon limited partnership (“**Borrower**”), promises to pay to the HOUSING AUTHORITY OF CLACKAMAS COUNTY, a public body corporate and politic of the State of Oregon created pursuant to the Housing Authorities Law (Oregon Revised Statutes 456.005 through 456.235, as amended from time to time) (“**Lender**”), \$ \_\_\_\_\_, or so much thereof as may be advanced by Lender from time to time pursuant to the terms of this Secured Promissory Note (this “**Note**”). This Note is secured by the Assignment of Contracts and Work Product and Project Documents (the “**Assignment of Work Product**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Assignment of Work Product. This Note, the Assignment of Work Product, and any other document executed by Borrower in connection with the loan evidenced by this Note are collectively referred to herein as the “**Loan Documents**”.

### 1. LOAN PROCEEDS AND PAYMENTS.

1.1 LOAN AND NOTE. Borrower has requested, and Lender has agreed, to make a loan to Borrower (the “**Loan**”) from a portion of the funds that Lender receives (the “**CET Funds**”) from City of Milwaukie (“**City**”), a municipal corporation in the State of Oregon, pursuant to Construction Excise Tax Grant Agreement for Affordable Housing Construction dated \_\_\_\_\_, by and between City and Lender (as it may be amended from time to time, the “**CET Grant Agreement**”), for the purpose of financing predevelopment costs incurred in connection with the development of an affordable multifamily housing development located in the City of Milwaukie, Oregon commonly known as Hillside Park Building C (the “**Project**”). Lender agrees to lend to Borrower, and Borrower agrees to borrow from and repay to Lender, a sum in the maximum principal amount not to exceed \$ \_\_\_\_\_ upon the terms and conditions and for the purposes set forth herein. The proceeds of the Loan shall be referred to herein as the “**Loan Proceeds**”.

1.2 USE OF LOAN PROCEEDS. The Loan Proceeds shall be used solely and exclusively for costs incurred in connection with the development of the Project and related predevelopment costs, as allowed by the CET Grant Agreement.

1.3 DISBURSEMENT OF LOAN PROCEEDS. Upon satisfaction of any conditions set forth in the CET Grant Agreement, provided that Borrower has provided Lender with a written requisition specifying the amount and use of the requested Loan Proceeds (“**Requisition**”) accompanied by documentation as Lender may reasonably require, including without limitation, all documentation required by City, Lender shall disburse Loan Proceeds to Borrower within five (5) business days following Lender’s receipt of such funds from City. Lender shall not be required to disburse any Loan Proceeds unless, and to the extent, the Lender has received a corresponding distribution of CET Funds from the City, and Lender shall not be required to use any funds, other than CET Funds, to make the Loan.



1.4 INTEREST RATE; PRINCIPAL PAYMENTS; MATURITY DATE.

Subject to adjustment to the Default Rate in accordance with Section 3.2, interest shall accrue on the unpaid principal balance hereof at the rate of [0.0%] *per annum*. The entire unpaid principal balance of this Predevelopment Note, together with fees, costs and charges, if any, shall be due and payable in full, on the earlier to occur of (i) December 31, 2025, or such later date as may be permitted by the City pursuant to the CET Grant Agreement; or (ii) Conversion (as defined below) (the “**Maturity Date**”). The Borrower may, prior Maturity Date, provide notice to the Lender (the “**Notice of Feasibility Failure**”) that the Project is not financially feasible and request an extension or other adjustments to the Loan repayment terms. So long as no Event of Default or event that with the giving of notice or lapse of time or both would constitute an Event of Default has occurred, Lender shall, within 30 days of receipt of the Notice of Feasibility Failure, indicate its decision whether or not to negotiate new repayment terms for the Loan. If, at its sole option, Lender elects to negotiate new repayment terms, such proposed terms may, but will not necessarily, include a longer repayment term, or acceptance of the Work Product and Project Documents (as defined in the Assignment of Work Product) as deemed repayment of the Loan. Any agreement on new repayment terms would be evidenced and implemented through documentation in form and substance satisfactory to Lender and Borrower. Acceptance of the or Work Product and Project Documents in lieu of repayment of any portion of the Loan is at the sole discretion of Lender and should not be assumed and is not automatically granted by Lender. If Lender declines to negotiate new repayment terms, the Note shall be due and payable on the Maturity Date. If Lender and Borrower fail to reach agreement on new repayment terms for the Loan within three months of the Notice of Feasibility Failure to Lender, then the Loan shall, if it is not already due and payable under the terms of this Note, become immediately due and payable.

1.5 CONVERSION. If, prior to the Maturity Date, Borrower satisfies all conditions precedent to Conversion (as defined below), the Loan shall either (i) convert to a 58-year construction permanent loan (the “**Sponsor Loan Option**”), or (ii) shall be converted into general partner equity contributed by the Lender to Borrower (the “**Contribution Option**”). The decision to proceed with the Sponsor Loan Option or the Contribution Option shall be made by joint agreement of the Borrower and the Lender and if no such joint agreement is reached, the Loan shall be payable in full in accordance with its terms. For purposes of this Agreement, “**Conversion**” shall mean, with respect to the Sponsor Loan Option, the conversion of the Loan from predevelopment financing to construction/permanent financing, including (a) extension of the maturity date of the Loan from its initial Maturity Date to a date approximately 58-years following the date of Conversion, and (b) addition of real property security for the Loan, or , with respect to the Contribution Option, conversion of the Loan to general partner equity in the Borrower. Not later than thirty (30) days prior to the anticipated closing date for the conventional construction loan and/or tax-exempt financing for the Project (“**Financial Closing**”), Borrower may provide to Lender a written request for Conversion either pursuant to the Sponsor Loan Option or Contribution Option, which Conversion shall be subject to the Borrower’s satisfaction of each of the conditions set forth in this Section 1.5. Conversion shall occur concurrently with Financial Closing, and is conditioned upon the satisfaction of each of the following conditions:

(A) **Submission of Evidence of Financing.** The Borrower shall have obtained written approval and commitment of all construction and permanent financing

for the Project, including all construction loans, permanent loans, and equity financing, and the Lender and the City, if required pursuant to the CET Grant Agreement, shall have determined that the approved construction financing, Borrower's equity, and commitments of permanent financing are sufficient to complete the Project.

(B) Construction Contracts. The Borrower shall have delivered to the Lender an executed copy of the prime construction contract for the Project.

(C) Permits and Entitlements. The Borrower shall have delivered to the Lender a list of all permits and entitlements required for the construction of the Project, and shall have demonstrated that all conditions for the issuance of all necessary permits required for construction of the Improvements have been satisfied and that all land use approvals and entitlements required for construction of the Project improvements have been obtained.

1.6 PREPAYMENT. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note.

1.7 MANNER OF PAYMENT. All payments of principal and interest on this Note shall be made to Lender at 13930 Gain Street, Oregon City, Oregon 97045 or such other place as Lender shall designate to Borrower in writing, or by wire transfer of immediately available funds to an account designated by Lender in writing.

2. CET GRANT AGREEMENT. Borrower acknowledges receipt of a copy of the CET Grant Agreement. The terms of the CET Grant Agreement are an integral part of the terms and conditions of the Loan to be made by the Lender to the Borrower, and the execution of this Note shall constitute conclusive evidence of approval of the CET Grant Agreement by the Borrower. Additionally, the Borrower agrees that, whenever the CET Grant Agreement imposes a duty or obligation pertaining to use of CET Funds, the Project (including, without limitation, its planning, construction, and operation), recordkeeping, reporting, and access to records, such duty or obligation shall be the binding duty or obligation of the Borrower to the same extent as if the Borrower were an express party to the CET Grant Agreement, and the Borrower hereby agrees to carry out and perform all of such duties and obligations as fully as if the Borrower were a party to the CET Grant Agreement.

3. DEFAULTS AND REMEDIES.

3.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(A) Borrower fails to pay any sum payable under this Note, and such failure continues for ten (10) days after the date such payment is due.

(B) An Event of Default on the part of Borrower is declared under any Loan Document or the CET Grant Agreement.



(C) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (“**Bankruptcy Law**”), Borrower (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(D) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or substantially all of such entity’s assets, (iii) orders the liquidation of Borrower, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Project or any portion thereof, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(E) Borrower fails to use Loan Proceeds in accordance with the Loan Documents and the CET Grant Agreement, or fails to use Loan Proceeds in accordance with Borrower's request for disbursement.

(F) Borrower fails to disclose any fact material to the making of any loan to Borrower, or Lender discovers any material misrepresentation by, on behalf of or for the benefit of Borrower.

(G) Borrower fails to diligently pursue the predevelopment activities pertaining to the Project and, in the case of any nonmonetary default, such failure continues thirty (30) days after the date upon which Lender has given written notice of such default to Borrower.

(H) Borrower defaults in the performance of any term, provision, covenant or agreement contained in this Note, the CET Grant Agreement, or any other Loan Document, other than an obligation specifically enumerated in this Section 3.1, and unless such a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which Lender shall have given written notice of the default to Borrower, provided that in the case of a nonmonetary default that is not susceptible of cure within thirty (30) days, an Event of Default shall not arise hereunder if Borrower commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than 120 days from the receipt of notice of default.

3.2 RECOURSE; REMEDIES. Upon the occurrence of an Event of Default hereunder, subject to the terms and conditions in the Loan Documents and the restrictions contained in the CET Grant Agreement, Lender may, at its option (i) by written notice to Borrower, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon and all sums due hereunder, immediately due, and (ii) exercise any and all rights

and remedies available to Lender pursuant to the Assignment of Work Product. Upon an Event of Default, interest under this Note shall accrue on the unpaid principal balance from the date of the Event of Default, or, if the Event of Default is a payment default, from the date the first unpaid payment was due, at a rate (“Default Rate”) of one percent 12% per annum until paid in full. If the unpaid principal balance is not paid in full on the Maturity Date, the unpaid principal balance shall bear interest from the Maturity Date at the Default Rate.

4. MISCELLANEOUS.

4.1 WAIVERS; BORROWER’S WAIVERS. No waiver by Lender of any right or remedy under this Note shall be effective unless set forth in a writing signed by Lender. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by Lender will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Lender will be applicable except in the specific instance for which it is given. No notice to or demand on Borrower will be deemed to be a waiver of any obligation of Borrower or of the right of Lender to take further action without notice or demand as provided in this Note.

To the maximum extent permitted by applicable law Borrower hereby waives presentment, demand, protest, notices of dishonor and of protest and all defenses and pleas on the grounds of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice.

4.2 SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

4.3 GOVERNING LAW. This Note shall be governed by the laws of the State of Oregon without regard to principles of conflicts of laws.

4.4 PARTIES IN INTEREST. The rights and obligations of the Borrower under this Note shall not be assignable, either voluntarily or by operation of law, without the prior written consent of the Lender. This Note shall bind Borrower and its successors and assigns and shall accrue to the benefit of Lender and its successors and assigns.

4.5 SECTION HEADINGS, CONSTRUCTION; AMENDMENTS. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation. There shall be no amendment to or modification of this Note except by written instrument executed by Borrower and Lender.

4.6 RELATIONSHIP OF THE PARTIES. The relationship of Borrower and Lender under this Note is solely that of borrower and lender, and the loan evidenced by this Note and secured by the Assignment of Work Product will in no manner make Lender the partner or joint venturer of Borrower.

4.7 TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

4.8 LENDER STATUS. Borrower recognizes and agrees that Lender is not a commercial lending institution. Any duties or obligations which a commercial lending institution may have to Borrower shall not apply to this transaction except as set forth in this Note or as otherwise required by law.

4.9 NONRECOURSE. This Note is a nonrecourse obligation of the Borrower.

*[Signature Page to Follow]*

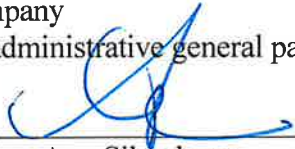


IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the date first written above.

**BORROWER:**

Hillside Park Buildings A & B Housing Partners, an Oregon limited partnership

By: Related/Hillside Park Buildings A & B Development Co., LLC, a California limited liability company  
its administrative general partner

By:   
Name: Ann Silverberg  
Title: President

**AGREED AND ACCEPTED:**

HOUSING AUTHORITY OF CLACKAMAS COUNTY, a public body corporate and politic of the State of Oregon

By: \_\_\_\_\_  
Name:  
Its:

**ASSIGNMENT OF CONTRACTS  
AND WORK PRODUCT AND PROJECT DOCUMENTS**

THIS ASSIGNMENT OF CONTRACTS AND WORK PRODUCT AND PROJECT DOCUMENTS (this “**Assignment**”) is made as of \_\_\_\_\_, 2023 (the “Effective Date”), by HILLSIDE PARK BUILDING C HOUSING PARTNERS LIMITED PARTNERSHIP, an Oregon limited partnership (“**Borrower**”), to and for the benefit of the HOUSING AUTHORITY OF CLACKAMAS COUNTY, a public body corporate and politic of the State of Oregon created pursuant to the Housing Authorities Law of the State of Oregon (Oregon Revised Statutes 456.005 through 456.235, as amended from time to time) (“**Lender**”).

RECITALS

A. Borrower has requested, and Lender has agreed, to make a loan (the “**Loan**”) to Borrower from a portion of certain funds that Lender receives from City of Milwaukie (“**City**”), a municipal corporation in the State of Oregon pursuant to that certain Construction Excise Tax Grant Agreement for Affordable Housing Construction dated \_\_\_\_\_ by and between City and Lender (the “**CET Grant Agreement**”) for the purpose of financing certain predevelopment costs incurred in connection with the development of an approximately 100-unit multifamily housing development located in the City of Milwaukie, Oregon commonly as Hillside Park Building C (the “**Project**”). The Borrower’s obligations with respect to the Loan are evidenced by a Secured Promissory Note dated the date hereof, made by the Borrower to the order of the Lender. This Assignment, the Note, and any other documents executed by the Borrower in connection with the Loan are collectively referred to herein as the “**Loan Documents.**”

B. As a condition to making the Loan, Lender has required that Borrower execute and deliver this Assignment to Lender as security for the performance of Borrower’s obligations under the Loan Documents.

AGREEMENT

NOW THEREFORE, in consideration of the mutual and dependent covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. The Recitals are hereby incorporated herein by this reference.
2. Borrower hereby assigns, conveys and transfers to Lender, as security for Borrower’s obligations under the Loan Documents, all of Borrower’s right, title, interest, privilege, benefit and remedies in, to and under the following (collectively, the “**Work Product and Project Documents**”):
  - (a) The contracts listed on Attachment A attached hereto, as may be amended from time to time;

(b) All other agreements now or hereafter entered into by Borrower with any architect, contractor, engineer, or other consultant for the purpose of the design, engineering, construction, or development of the Project;

(c) All plans, specifications and drawings with respect to the Project, which shall include without limitation the plans, specifications and drawings for any and all improvements, streets, sewers, water and drainage and all tentative and final tract maps pertaining to the Project; and

(d) Any and all present and future amendments, modifications, supplements, change orders and addenda to any of the items described in clauses (a), (b) and (c) above.

(e) Any other work product developed by Borrower for the Project to the extent assignable.

A complete copy of each contract listed on Attachment A to this Assignment (“Contractor Agreement”) shall be provided to Lender concurrently with delivery of this Assignment; provided, however, that any additional contracts entered into after delivery of this Assignment will be incorporated herein by amendment pursuant to the terms of Section 7 of this Assignment. Borrower shall notify Lender of any additional contracts within 10 days of execution of any such contracts.

3. (a) Borrower agrees to obtain and deliver to Lender, concurrently with its delivery of this Assignment, a Consent to Assignment substantially in the form of Attachment B hereto from each contractor who is party to each Contractor Agreement listed in Attachment A hereto. Borrower shall promptly obtain and deliver to Lender appropriate Consents to Assignment to any Contractor Agreements with a complete copy of each such requested Contractor Agreement. The contracting party with Borrower in each Contractor Agreement is referred to herein as an “Architect/Engineer/Contractor.”

(b) This Assignment and the Consents to Assignment do not relieve Borrower of its obligations under the Contractor Agreements. Lender does not hereby assume any of Borrower’s performance obligations under any Contractor Agreement, including, without limitation, any obligation to pay for work performed or invoiced pursuant thereto.

4. Upon the occurrence of an Event of Default by Borrower under the Loan Documents or upon delivery of any and all Work Product and Project Documents pursuant to Section 1.4 of the Note, Lender may, at its option, upon written notice to the appropriate Architect/Engineer/Contractor, exercise any or all of the rights and remedies granted to Borrower under the Contractor Agreement with the Architect/Engineer/Contractor as if Lender had been an original party to such Contractor Agreement. Lender may elect to assume some or all of the obligations of Borrower under the Contractor Agreement by giving notice to that effect to the Architect/Engineer/Contractor; provided, however, that Lender shall not be responsible for any default, liability or obligation of Borrower under the Contractor Agreement occurring prior to the time Lender gives such notice to the Architect/Engineer/Contractor, and Lender shall thereafter be responsible only to the extent expressly set forth in said notice. In addition, Lender shall have and possess, without limitation, any and all rights and remedies of a secured party under the Oregon Uniform Commercial Code or otherwise provided by law.

5. Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact, which power is coupled with an interest, so that Lender shall have the right upon the occurrence of an Event of Default by Borrower under the Loan Documents or upon delivery of any and all Work



Product and Project Documents pursuant to Section 1.4 of the Note, to demand, receive and enforce Borrower's rights with respect to the Contractor Agreements, to give appropriate receipts, releases and satisfactions for and on behalf of Borrower, and to do any and all acts in the name of Borrower or in the name of Lender with the same force and effect as Borrower could have done.

6. Borrower hereby represents and warrants to Lender that no previous assignment of the Contractor Agreements has been made, and Borrower agrees not to assign, sell, pledge, transfer or otherwise encumber its interest in the Contractor Agreements so long as this Assignment is in effect. Borrower represents and warrants that the copy of each Contractor Agreement provided by Borrower to Lender shall be the complete and entire Contractor Agreement between the parties thereto. Borrower agrees not to terminate or modify the Contractor Agreements without Lender's prior written consent.

7. If any provision of this Assignment shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality and enforceability of the other provisions of this Assignment or of the other Loan Documents. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought.

8. Borrower shall indemnify and hold harmless Lender against any liabilities, claims, costs and expenses, including reasonable attorneys' fees, incurred by Lender as a result of this Assignment or Lender's exercise of its rights hereunder provided that such liabilities, claims, costs and expenses, including reasonable attorneys' fees, incurred by Lender as a result of this Assignment or Lender's exercise of its rights hereunder do not arise out of gross negligence on the part of Lender.

9. This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns. Lender may assign all or any portion of its interest in the Contractor Agreements or its rights created hereunder and, in such event, Borrower, at its sole expense, shall promptly execute, acknowledge and deliver such additional documents, instruments and Contractor Agreements as may be required by Lender in connection with any such assignment.

10. Upon the earlier to occur of (i) full and final repayment of the Loan to Lender and the satisfaction of all other obligations of Borrower to Lender under the Loan Documents, and the due recordation of the release or reconveyance of any financing statements securing the Loan, or (ii) Conversion under the Contribution Option (each as defined in Section 1.5 of the Note), this Assignment shall automatically terminate; provided, however, that this Assignment shall not terminate and shall remain in full force and effect upon delivery of any and all Work Product and Project Documents pursuant to Section 1.4 of the Note.

11. This Assignment shall be governed by and construed in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the Effective Date.

**BORROWER:**

Hillside Park Building C Housing Partners, an Oregon limited partnership

By: Related/Hillside Park Building C Development Co., LLC, a California limited liability company  
its administrative general partner

By:   
Name: Ann Silverberg  
Title: President

ATTACHMENT A  
TO THE ASSIGNMENT OF CONTRACTS AND WORK PRODUCT

LIST OF CONTRACTS ASSIGNED

1. Consultant Contract entered into as of September 9, 2022 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and GeoDesign, Inc. dba NV5, (“Consultant”), and in the amount of \$25,425.00, of which \$9,245.45 applies to the Project on a per unit pro rata basis.
2. Consultant Contract entered into as of September 15, 2022 (“Effective Date”), and amended by that certain First Amendment to Consultant Contract dated as of January 31, 2023, and by that certain Second Amendment dated as of February 15, 2023, by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Emerio Engineering & Survey LLC, an Oregon limited liability company, dba W.B. Wells & Associates, and in the amount of \$37,480.00, of which \$13,629.09 applies to the Project on a per unit pro rata basis.
3. Consultant Contract entered into as of November 15, 2022 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and We All Rise, LLC, an Oregon limited liability (“Consultant”), and in the amount of \$50,000.00, of which \$18,181.81 applies to the Project on a per unit pro rata basis.
4. Consultant Contract entered into as of January 6, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Galash Lawrence, Inc. dba GLI Advisors, an Oregon corporation (“Consultant”), and in the amount of \$212,534.00.
5. Consultant Contract entered into as of January 17, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Evren Northwest, Inc., (“Consultant”), and in the amount of \$15,395.00, of which \$5,598.18 applies to the Project on a per unit pro rata basis.
6. Consultant Contract entered into as of January 20, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Earth Advantage, Inc., an Oregon nonprofit corporation (“Consultant”), and in the amount of \$30,600.00.



7. Consultant Contract entered into as of February 17, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Ankrom Moisan Architects, Inc., an Oregon corporation (“Consultant”), and in the amount of \$1,080,930.00.
8. Consultant Contract entered into as of February 27, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Marx | Okubo Associates, Inc., a Colorado corporation (“Consultant”), and in the amount of \$29,500.00.
9. Consultant Contract entered into as of March 13, 2023 (“Effective Date”) by and between The Related Companies of California, LLC, a California limited liability company dba Related Northwest ("Client"), and Qualified Enclosure Consultants, Inc., an Oregon corporation (“Consultant”), and in the amount of \$11,850.00.

ATTACHMENT B  
TO THE ASSIGNMENT OF CONTRACTS AND WORK PRODUCT

FORM OF  
CONSENT TO ASSIGNMENT OF CONTRACTS AND WORK PRODUCT  
(From \_\_\_\_\_ to the Housing Authority of Clackamas County)

The undersigned hereby consents to the attached Assignment of Contracts and Work Product executed by Hillside Park Building C Housing Partners Limited Partnership (“**Borrower**”), to and for the benefit of the Housing Authority of Clackamas County (“**Lender**”), dated [MONTH/DAY], 2023 (“**Assignment**”).

The undersigned agrees to perform pursuant to the terms and conditions of the undersigned’s Contractor Agreement with Borrower (“**Contractor Agreement**”) attached to this Assignment. If requested by Lender in the exercise of its rights under the Assignment, the undersigned shall continue to perform its obligations under the Contractor Agreement in accordance with the terms thereof for which the undersigned shall be compensated in accordance with the Contractor Agreement. Lender, and any assignee or successor of Lender upon foreclosure or exercise of its rights under this Assignment or other Loan Documents between Borrower and Lender, shall be entitled to receive and to use any plans or other work product prepared or produced by the undersigned on behalf of the Borrower in accordance with the Contractor Agreement for the Project, without additional cost. The undersigned also agrees that, in the event of a breach by Borrower of any of the terms and conditions of the Contractor Agreement, the undersigned will give prompt written notice of such breach to Lender at Lender’s address:

Housing Authority of Clackamas County  
13930 Gain Street  
Oregon City, Oregon 97045

Lender shall have sixty (60) days from the receipt of such notice of breach to remedy or cure said breach, provided, however that neither the Assignment nor this Consent shall require Lender to cure said breach, but Lender shall, in its sole discretion, have the option to do so.

The undersigned Contractor acknowledges that Lender is relying on this Consent and the assurances set forth herein in lending Borrower funds to conduct Project pre-development activities. Contractor acknowledges and agrees that this Consent shall accrue to the benefit of and bind any assignee or successor of Lender and the undersigned Borrower. All capitalized terms used in this Consent shall have the same meaning as in the Assignment. The Contractor Agreement is in full force and effect as of the date hereof.

DATED as of \_\_\_\_\_, 2023

\_\_\_\_\_  
By:

Assignment of Contracts and Work Product Hillside Park Building C Housing Partners Limited Partnership – Hillside Park Phase I Building C

## SECURED PROMISSORY NOTE

\$ \_\_\_\_\_

Milwaukie, Oregon  
\_\_\_\_\_, 2023

**FOR VALUE RECEIVED**, HILLSIDE PARK BUILDING C HOUSING PARTNERS LIMITED PARTNERSHIP, an Oregon limited partnership (“**Borrower**”), promises to pay to the HOUSING AUTHORITY OF CLACKAMAS COUNTY, a public body corporate and politic of the State of Oregon created pursuant to the Housing Authorities Law (Oregon Revised Statutes 456.005 through 456.235, as amended from time to time) (“**Lender**”), \$ \_\_\_\_\_, or so much thereof as may be advanced by Lender from time to time pursuant to the terms of this Secured Promissory Note (this “**Note**”). This Note is secured by the Assignment of Contracts and Work Product and Project Documents (the “**Assignment of Work Product**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Assignment of Work Product. This Note, the Assignment of Work Product, and any other document executed by Borrower in connection with the loan evidenced by this Note are collectively referred to herein as the “**Loan Documents**”.

### 1. LOAN PROCEEDS AND PAYMENTS.

1.1 LOAN AND NOTE. Borrower has requested, and Lender has agreed, to make a loan to Borrower (the “**Loan**”) from a portion of the funds that Lender receives (the “**CET Funds**”) from City of Milwaukie (“**City**”), a municipal corporation in the State of Oregon, pursuant to Construction Excise Tax Grant Agreement for Affordable Housing Construction dated \_\_\_\_\_, by and between City and Lender (as it may be amended from time to time, the “**CET Grant Agreement**”), for the purpose of financing predevelopment costs incurred in connection with the development of an affordable multifamily housing development located in the City of Milwaukie, Oregon commonly known as Hillside Park Building C (the “**Project**”). Lender agrees to lend to Borrower, and Borrower agrees to borrow from and repay to Lender, a sum in the maximum principal amount not to exceed \$ \_\_\_\_\_ upon the terms and conditions and for the purposes set forth herein. The proceeds of the Loan shall be referred to herein as the “**Loan Proceeds**”.

1.2 USE OF LOAN PROCEEDS. The Loan Proceeds shall be used solely and exclusively for costs incurred in connection with the development of the Project and related predevelopment costs, as allowed by the CET Grant Agreement.

1.3 DISBURSEMENT OF LOAN PROCEEDS. Upon satisfaction of any conditions set forth in the CET Grant Agreement, provided that Borrower has provided Lender with a written requisition specifying the amount and use of the requested Loan Proceeds (“**Requisition**”) accompanied by documentation as Lender may reasonably require, including without limitation, all documentation required by City, Lender shall disburse Loan Proceeds to Borrower within five (5) business days following Lender’s receipt of such funds from City. Lender shall not be required to disburse any Loan Proceeds unless, and to the extent, the Lender has received a corresponding distribution of CET Funds from the City, and Lender shall not be required to use any funds, other than CET Funds, to make the Loan.



1.4 INTEREST RATE; PRINCIPAL PAYMENTS; MATURITY DATE.

Subject to adjustment to the Default Rate in accordance with Section 3.2, interest shall accrue on the unpaid principal balance hereof at the rate of [0.0%] *per annum*. The entire unpaid principal balance of this Predevelopment Note, together with fees, costs and charges, if any, shall be due and payable in full, on the earlier to occur of (i) December 31, 2025, or such later date as may be permitted by the City pursuant to the CET Grant Agreement; or (ii) Conversion (as defined below) (the “**Maturity Date**”). The Borrower may, prior Maturity Date, provide notice to the Lender (the “**Notice of Feasibility Failure**”) that the Project is not financially feasible and request an extension or other adjustments to the Loan repayment terms. So long as no Event of Default or event that with the giving of notice or lapse of time or both would constitute an Event of Default has occurred, Lender shall, within 30 days of receipt of the Notice of Feasibility Failure, indicate its decision whether or not to negotiate new repayment terms for the Loan. If, at its sole option, Lender elects to negotiate new repayment terms, such proposed terms may, but will not necessarily, include a longer repayment term, or acceptance of the Work Product and Project Documents (as defined in the Assignment of Work Product) as deemed repayment of the Loan. Any agreement on new repayment terms would be evidenced and implemented through documentation in form and substance satisfactory to Lender and Borrower. Acceptance of the or Work Product and Project Documents in lieu of repayment of any portion of the Loan is at the sole discretion of Lender and should not be assumed and is not automatically granted by Lender. If Lender declines to negotiate new repayment terms, the Note shall be due and payable on the Maturity Date. If Lender and Borrower fail to reach agreement on new repayment terms for the Loan within three months of the Notice of Feasibility Failure to Lender, then the Loan shall, if it is not already due and payable under the terms of this Note, become immediately due and payable.

1.5 CONVERSION. If, prior to the Maturity Date, Borrower satisfies all conditions precedent to Conversion (as defined below), the Loan shall either (i) convert to a 58-year construction permanent loan (the “**Sponsor Loan Option**”), or (ii) shall be converted into general partner equity contributed by the Lender to Borrower (the “**Contribution Option**”). The decision to proceed with the Sponsor Loan Option or the Contribution Option shall be made by joint agreement of the Borrower and the Lender and if no such joint agreement is reached, the Loan shall be payable in full in accordance with its terms. For purposes of this Agreement, “**Conversion**” shall mean, with respect to the Sponsor Loan Option, the conversion of the Loan from predevelopment financing to construction/permanent financing, including (a) extension of the maturity date of the Loan from its initial Maturity Date to a date approximately 58-years following the date of Conversion, and (b) addition of real property security for the Loan, or , with respect to the Contribution Option, conversion of the Loan to general partner equity in the Borrower. Not later than thirty (30) days prior to the anticipated closing date for the conventional construction loan and/or tax-exempt financing for the Project (“**Financial Closing**”), Borrower may provide to Lender a written request for Conversion either pursuant to the Sponsor Loan Option or Contribution Option, which Conversion shall be subject to the Borrower’s satisfaction of each of the conditions set forth in this Section 1.5. Conversion shall occur concurrently with Financial Closing, and is conditioned upon the satisfaction of each of the following conditions:

(A) **Submission of Evidence of Financing.** The Borrower shall have obtained written approval and commitment of all construction and permanent financing

for the Project, including all construction loans, permanent loans, and equity financing, and the Lender and the City, if required pursuant to the CET Grant Agreement, shall have determined that the approved construction financing, Borrower's equity, and commitments of permanent financing are sufficient to complete the Project.

(B) **Construction Contracts.** The Borrower shall have delivered to the Lender an executed copy of the prime construction contract for the Project.

(C) **Permits and Entitlements.** The Borrower shall have delivered to the Lender a list of all permits and entitlements required for the construction of the Project, and shall have demonstrated that all conditions for the issuance of all necessary permits required for construction of the Improvements have been satisfied and that all land use approvals and entitlements required for construction of the Project improvements have been obtained.

1.6 **PREPAYMENT.** Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note.

1.7 **MANNER OF PAYMENT.** All payments of principal and interest on this Note shall be made to Lender at 13930 Gain Street, Oregon City, Oregon 97045 or such other place as Lender shall designate to Borrower in writing, or by wire transfer of immediately available funds to an account designated by Lender in writing.

2. **CET GRANT AGREEMENT.** Borrower acknowledges receipt of a copy of the CET Grant Agreement. The terms of the CET Grant Agreement are an integral part of the terms and conditions of the Loan to be made by the Lender to the Borrower, and the execution of this Note shall constitute conclusive evidence of approval of the CET Grant Agreement by the Borrower. Additionally, the Borrower agrees that, whenever the CET Grant Agreement imposes a duty or obligation pertaining to use of CET Funds, the Project (including, without limitation, its planning, construction, and operation), recordkeeping, reporting, and access to records, such duty or obligation shall be the binding duty or obligation of the Borrower to the same extent as if the Borrower were an express party to the CET Grant Agreement, and the Borrower hereby agrees to carry out and perform all of such duties and obligations as fully as if the Borrower were a party to the CET Grant Agreement.

3. **DEFAULTS AND REMEDIES.**

3.1 **EVENTS OF DEFAULT.** The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(A) Borrower fails to pay any sum payable under this Note, and such failure continues for ten (10) days after the date such payment is due.

(B) An Event of Default on the part of Borrower is declared under any Loan Document or the CET Grant Agreement.

(C) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (“**Bankruptcy Law**”), Borrower (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(D) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or substantially all of such entity’s assets, (iii) orders the liquidation of Borrower, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Project or any portion thereof, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(E) Borrower fails to use Loan Proceeds in accordance with the Loan Documents and the CET Grant Agreement, or fails to use Loan Proceeds in accordance with Borrower's request for disbursement.

(F) Borrower fails to disclose any fact material to the making of any loan to Borrower, or Lender discovers any material misrepresentation by, on behalf of or for the benefit of Borrower.

(G) Borrower fails to diligently pursue the predevelopment activities pertaining to the Project and, in the case of any nonmonetary default, such failure continues thirty (30) days after the date upon which Lender has given written notice of such default to Borrower.

(H) Borrower defaults in the performance of any term, provision, covenant or agreement contained in this Note, the CET Grant Agreement, or any other Loan Document, other than an obligation specifically enumerated in this Section 3.1, and unless such a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which Lender shall have given written notice of the default to Borrower, provided that in the case of a nonmonetary default that is not susceptible of cure within thirty (30) days, an Event of Default shall not arise hereunder if Borrower commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than 120 days from the receipt of notice of default.

3.2 **RECOURSE; REMEDIES.** Upon the occurrence of an Event of Default hereunder, subject to the terms and conditions in the Loan Documents and the restrictions contained in the CET Grant Agreement, Lender may, at its option (i) by written notice to Borrower, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon and all sums due hereunder, immediately due, and (ii) exercise any and all rights



and remedies available to Lender pursuant to the Assignment of Work Product. Upon an Event of Default, interest under this Note shall accrue on the unpaid principal balance from the date of the Event of Default, or, if the Event of Default is a payment default, from the date the first unpaid payment was due, at a rate (“Default Rate”) of one percent 12% per annum until paid in full. If the unpaid principal balance is not paid in full on the Maturity Date, the unpaid principal balance shall bear interest from the Maturity Date at the Default Rate.

4. MISCELLANEOUS.

4.1 WAIVERS; BORROWER’S WAIVERS. No waiver by Lender of any right or remedy under this Note shall be effective unless set forth in a writing signed by Lender. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by Lender will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Lender will be applicable except in the specific instance for which it is given. No notice to or demand on Borrower will be deemed to be a waiver of any obligation of Borrower or of the right of Lender to take further action without notice or demand as provided in this Note.

To the maximum extent permitted by applicable law Borrower hereby waives presentment, demand, protest, notices of dishonor and of protest and all defenses and pleas on the grounds of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice.

4.2 SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

4.3 GOVERNING LAW. This Note shall be governed by the laws of the State of Oregon without regard to principles of conflicts of laws.

4.4 PARTIES IN INTEREST. The rights and obligations of the Borrower under this Note shall not be assignable, either voluntarily or by operation of law, without the prior written consent of the Lender. This Note shall bind Borrower and its successors and assigns and shall accrue to the benefit of Lender and its successors and assigns.

4.5 SECTION HEADINGS, CONSTRUCTION; AMENDMENTS. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation. There shall be no amendment to or modification of this Note except by written instrument executed by Borrower and Lender.

4.6 RELATIONSHIP OF THE PARTIES. The relationship of Borrower and Lender under this Note is solely that of borrower and lender, and the loan evidenced by this Note and secured by the Assignment of Work Product will in no manner make Lender the partner or joint venturer of Borrower.

4.7 TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

4.8 LENDER STATUS. Borrower recognizes and agrees that Lender is not a commercial lending institution. Any duties or obligations which a commercial lending institution may have to Borrower shall not apply to this transaction except as set forth in this Note or as otherwise required by law.

4.9 NONRECOURSE. This Note is a nonrecourse obligation of the Borrower.


*[Signature Page to Follow]*

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the date first written above.

**BORROWER:**

Hillside Park Building C Housing Partners, an Oregon limited partnership

By: Related/Hillside Park Building C Development Co., LLC, a California limited liability company  
its administrative general partner

By:   
Name: Ann Silverberg  
Title: President

**AGREED AND ACCEPTED:**

HOUSING AUTHORITY OF CLACKAMAS COUNTY, a public body corporate and politic of the State of Oregon

By: \_\_\_\_\_  
Name:  
Its:



Assignment of Contracts and Work Product Hillside Park Buildings A & B Housing Partners Limited Partnership –  
Hillside Park Phase I Buildings A & B

Attachment B - Page 2 of 1

60065621.1