### **PUBLIC NOTICE:**



Home Forward
BOARD OF COMMISSIONERS
will meet on
Tuesday, May 21, 2024
At 5:30 pm
Zoom Register here:

https://homeforward.zoom.us/j/87860503608?pwd=rk8N6DmD3IMePcmkcF03LByVG3oAcn.1



#### MEMORANDUM

Officer

To: Community Partners Date: May 15, 2024

From: Ivory N. Mathews, Chief Executive Subject: Home Forward Board of

Commissioners May

Meeting

The Board of Commissioners of Home Forward will meet on Tuesday, May 15 at 5:30 PM virtually using the Zoom platform. The meeting will be accessible to the public via phone and electronic device.

If you would like to provide public testimony or view the meeting, please use this link: <a href="https://homeforward.zoom.us/j/87860503608?pwd=rk8N6DmD3IMePcmkcF03LByVG3o">https://homeforward.zoom.us/j/87860503608?pwd=rk8N6DmD3IMePcmkcF03LByVG3o</a> Acn.1

The commission meeting is open to the public.

## **AGENDA**



#### BOARD OF COMMISSIONERS MEETING

HOME FORWARD 135 SW ASH STREET PORTLAND, OREGON

https://homeforward.zoom.us/j/87860503608?pwd=rk8N6DmD3IMePcmkcF03LByVG3oAcn

.<u>1</u> MAY 21, 2024, 5:30 PM AGENDA

#### INTRODUCTION AND WELCOME

#### PUBLIC COMMENT

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

#### **MEETING MINUTES**

#### Topic

Minutes of April 16, 2024 Board of Commissioners Virtual Meeting

#### REPORTS AND RESOLUTIONS

Following Reports and Resolutions:								
24-05	Topic	Presenter/POC	Phone #					
01	Authorize Amendments or Contracts for Construction Management/ General Contractor (CMGC) Services with Bremik Construction for the Troutdale Development	Amanda Saul Leslie Crehan Ryan Winterberg-Lipp	503.802.8552 503.802.8463 503.802.8520					

02	Authorize Execution of Documents in	Amanda Saul	503.802.8552
	Connection with Financing,	Leslie Crehan	503.802.8463
	Transferring of Property Interests,	Ryan Winterberg-Lipp	503.802.8520
	Development, and Operation of		
	Troutdale Housing		

#### THE NEXT MEETING OF THE BOARD OF COMMISSIONERS

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

The next Board of Commissioners meeting will be Tuesday, June 18, 2024.

The 2024 Board Work Sessions will be quarterly with the next meeting September 5, 2024 at Noon.

#### **EXECUTIVE SESSION**

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

#### **ADJOURN**

## **MINUTES**



# BOARD OF COMMISSIONERS MONTHLY MEETING HOME FORWARD HELD VIRTUALLY 135 SW Ash Street Portland, OR 97204 April 16, 2024

#### COMMISSIONERS PRESENT

Chair Matthew Gebhardt, Vice Chair Jenny Kim, Chair Emeritus Damien Hall, Commissioners Tomi Rene Hettman, Jessy Ledesma, Rakeem Washington

#### STAFF PRESENT

Elise Anderson, April Berg, Dena Ford-Avery, Ian Davie, Juli Garvey, Ivory Mathews, Kandy Sage, Amanda Saul, Kellie Shaw, Ian Slingerland, Celia Strauss, Linda Uppinghouse, Terren Wing

#### LEGAL COUNSEL

Sarah Stauffer Curtiss

Chair Matthew Gebhardt convened the meeting of the Board of Commissioners at 5:34 PM.

Shaun Irelan, a resident of Medallion Apartments for almost fourteen years addressed the board on community space access and noise concerns. In a second statement to the board, Irelan addressed the reasonableness and expectations for residents to use the community room, the BBQ as well as property management staff not providing access when special requests are made. Medallion residents have enjoyed a series of cooking classes but in some cases the stove breaker was not accessible, and fluidity of the class was hampered. Irelan and fellow residents are left wondering if staff had forgotten. The policy indicates resident access to the room and amenities, but to residents it doesn't appear to be reflective of what they are seeing. Irelan has reached out to Christina Dirks regarding the policy. In closing, Irelan raised concerns with inadequate sound insulation in the offices. Following the rehab, carpet was removed which provided a layer of insulation. Some residents have heightened worries about what can be heard outside the confines of the office.

Chair Matthew Gebhardt thanked Irelan for the feedback regarding access to space and raising awareness of the sound concerns. He was heartened to hear of so many community activities and appreciated his advocacy for his fellow residents. Leadership, property management and policy folks are listening and will following up on the concerns raised.

Cathy Millis, Dahlke Manor resident was excited to share that their property manager was returning from her leave of absence. The Community Builders have scheduled the first resident meeting to discuss events at Dahlke. Millis shared they have a garden club and plots have been made available to the residents for gardening. They are awaiting the resources to begin planting. There are still concerns around lease enforcement and Millis is hopeful with the property manager on site enforcement will be addressed. One area to be addressed are pets on site that don't belong to a resident and items being left in the hallway along with not picking up after oneself. The hallway obstacles are areas of concern for some of the senior residents living alone. Like the Medallion, residents do not have access to the kitchen. Having a fulltime property manager will certainly stabilize these concerns.

Chair Matthew Gebhardt thanked Millis for attending, saying we value her feedback and updates. He assured Millis that staff is listening and will follow up with her concerns. We recognize it's important for residents to feel safe. A fantastic idea for a garden club and the space made available for planting.

Kimberley Brown, neighbor to Stephens Creek Crossing Apartments shared comments on neglected landscape maintenance along SW California Street. Historically Home Forward has maintained the street scape that boarders California Street, a street she drives daily. Since the recent winter storm there is a tremendous amount of debris from downed branches and trees that didn't survive. Brown would like to know if property management has negotiated with the City of Portland and where the responsibility lies with maintaining this stretch of roadway. Chair Matthew Gebhardt thanked Miller for her testimony and that staff who can address this is present and will follow up with her.

Noah Goldman is a housing case manager and returns following his testimony in March. Trying to understand the rent reasonableness process is challenging and he would like to know if anything actionable has been discussed. Chief Operating Officer Ian Davie said we have touched on the issue with the board and staff at a high level related to the budget HUD regulations and available resources. We are digging deeper internally and intend to follow up. Goldman asked if there is consideration being taken for expanding the

standards for different types. Davie said we were not prepared to discuss but will at a future time.

Chair Matthew Gebhardt appreciated Goldman's advocacy and the level of information already presented.

#### **MEETING MINUTES**

#### Minutes of the March 19, 2024 Board of Commissioners Work Session

Chair Matthew Gebhardt requested a motion authorizing approval of the minutes for the March 19, 2024 Board of Commissioners Virtual Meeting

There being no discussion, Commissioner TomiRene Hettman moved to approve the meeting minutes. Commissioner Jessy Ledesma seconded the motion.

#### The vote was as follows:

Chair Matthew Gebhardt—Aye

Commissioner TomiRene Hettman-Aye

Commissioner Jessy Ledesma—Aye

Commissioner Rakeem Washington—Aye

#### CONSENT CALENDAR

Resolution 24-04-01 Authorize Contracts for General Contractor Services with Build-Skape LLC to Commence Schiller Way Apartments Envelope Rehabilitation

There being no discussion, Chair Matthew Gebhardt requested a motion to approve Resolution 24-04-01 Commissioner TomiRene Hettman moved to adopt Resolutions 24-04-01. Commissioner Jessy Ledesma seconded the motion.

#### The vote was as follows:

Chair Matthew Gebhardt—Aye

Commissioner TomiRene Hettman—Aye

Commissioner Jessy Ledesma—Aye

Commissioner Rakeem Washington—Aye

There being no further business, Chair Matthew Gebhardt adjourned the meeting at 6:01 PM.

Recorder, on behalf of Ivory N. Mathews, Secretary	
ADOPTED: MAY 21, 2024	
Attest:	Home Forward:
lvory N. Mathews, Secretary	Matthew Gebhardt, Chair

Celia M. Strauss

## **RESOLUTIONS**



#### **MEMORANDUM**

To: Board of Commissioners Date: May 21, 2024

From: Amanda Saul Subject: Authorize Amendments or

Assistant Director, Development & Contracts for Construction

Community Revitalization Management/General Contractor 503.802.8552 (CMGC) Services with Bremik

Construction for the Troutdale

Leslie Crehan Development

Senior Project Manager Resolution 24-05-01

503.802.8463

Authorize Execution of Documents

Ryan Winterberg-Lipp in Connection with Financing,

Affordable Housing Developer Transferring of Property Interests,

503.802.8520 Development, and Operation of

Troutdale Housing

Resolution 24-05-02

The Board of Commissioners is requested to approve two separate Resolutions for Troutdale Housing, 24-05-01 and 24-05-02, authorizing:

- 1. Home Forward to execute contracts and amendments between Home Forward and Bremik Construction for construction management and general contractor (CM/GC) services in the amount of \$33,199,284. This amount includes the Guaranteed Maximum Price (GMP) proposal developed by Bremik Construction, the original pre-construction contracts together with all previous amendments, and Home Forward's owner's construction contingency (Resolution 24-05-01).
- 2. The execution and delivery of documents by Home Forward, on its own behalf and in its capacity as general partner of Troutdale Housing Limited Partnership (the "Partnership"), in connection with the financing, development and operation of Troutdale Housing (Resolution 24-05-02).

These actions support the 2023-2026 Strategic Plan Priority to Lead Within the Housing Stability Ecosystem and Goal to use our developmental expertise to advance innovative solutions that expand supply and address community needs.

#### **BACKGROUND**

Troutdale Housing will provide 85 units of new affordable housing to the Troutdale community in East Multnomah County. The 3.58-acre site is near the corner of SW 257th Avenue and E. Historic Columbia River Highway in Troutdale, Oregon. The site is currently vacant and is owned by Multnomah County. In 2021, Multnomah County and Home Forward executed an Intergovernmental Agreement (IGA) to transfer the 3.58-acre site to Home Forward for \$0 to construct and operate affordable housing. Home Forward intends to take ownership of the property in advance of financial closing, to be able to record required easements.

In the November 2018, voters in the Metro region including Clackamas, Multnomah, and Washington Counties passed the nation's first regional affordable housing bond. The \$652.8 million investment will create 3,900 permanently affordable homes, including the homes located in the Troutdale Housing development. Home Forward is serving as the Local Implementation Partner for Metro's housing bond investment in Multnomah County communities other than Portland and Gresham — i.e. Fairview, Wood Village and Troutdale. Home Forward focused on Troutdale because it is the largest city of the three and has the greatest need for affordable housing.

The Troutdale Housing development comprises three three-story, walk-up buildings, with a unit mix of 11 studios, 31 one-bedrooms, 31 two-bedrooms, and 12 three-bedrooms. Thirty-six of the units will be regulated at rents affordable to those earning 30% of the Area Median Income (AMI), and the remaining 49 will be regulated at rents affordable to those earning 60% AMI. Twenty-five of the 30% AMI units will have Project-Based Regional Long-term Rent Assistance Vouchers, serving residents with extremely low incomes.

This Troutdale Housing community will also include:

- A community room for social events, computer lounge, and resident services
- Offices for property management and services, with a meeting room
- Two common laundry rooms and bike storage
- A children's play area, covered barbeque area, two landscaped courtyards with seating, and garden area with raised beds
- Solar panels providing house power and battery storage that will provide limited power in the community space during power outages.

Previous Board of Commissioners action related to Troutdale Housing includes authorization of the submission of low-income housing tax credits and funding applications (Resolutions 21-06-02), contracting professional architectural and engineering services with MWA Architects (Resolutions 21-06-03), and contracting with Bremik Construction for Construction Manager / General Contractor (CM/GC) services (Resolution 21-07-07).

The development is scheduled to complete in December of 2025.

#### **OVERVIEW**

In July of 2021, Home Forward selected Bremik Construction through a competitive process to serve as the CM/GC for preconstruction services on the Troutdale project. Bremik Construction received bids from subcontractors and presented a GMP of \$31,177,435 for the CM/GC services to build the Troutdale project. Bremik plans to achieve an overall Certification Office for Business Inclusion and Diversity (COBID) participation of 33% for all their subcontracts, exceeding Home Forward's and OHCS's goal of 30%. Construction is expected to start mid-June 2024.

In addition, staff are requesting contracting authorization for the 5% budgeted Owner's construction contingency of \$1,580,918 for unexpected conditions, increases to the scope of work, and upgrades.

GMP	\$ 31,177,435
Owner's contingency	\$ 1,580,918
Total, this authorization	\$ 32,758,353
Total, past additions to the contract	\$ 440,931
Total, CM/GC contract	\$ 31,618,366

This total contract amount is within the current development budget.

Home Forward will be the developer and general partner in a Low-Income Housing Tax Credit (LIHTC) partnership entity. The project will be financed with the sources and approximate amounts below. At financing closing, Home Forward's line of credit will be reimbursed for predevelopment expenses, though the line of credit may be used at times during construction for interim needs.

Permanent Funders and Funding Amounts (amounts to be finalized prior to closing)					
9% LIHTC Equity	\$19,059,951				
Metro Bond Funds	\$17,734,670				

Permanent Loan	\$3,682,784
Home Forward Funds	\$1,964,132
Deferred Developer Fee	\$1,161,911
HUD CPF Grant	\$3,000,000
Housing Trust Funds	\$4,000,000
Seller Finance of Land	\$1,776,500
Solar and Energy Grants	\$180,150
GP Capital	\$100
Total	\$52,560,198

#### CONCLUSION

Staff requests the Board of Commissioners to approve resolution 24-05-01 to authorize:

- Increasing Bremik's contract for Troutdale by \$31,177,435 to pay for construction.
- Executing future amendments between Home Forward and Bremik for expenditures from the Owner's contingency of \$1,580,918.

Staff requests the Board of Commissioners to approve resolution 24-05-02 to authorize the execution and delivery of documents by Home Forward, on its own behalf and in its capacity as general partner of Troutdale Housing Limited Partnership, in connection with the financing, development and operation of the Project, and to authorize the execution and authorization of Sponsor Loans on behalf of Home Forward to the Partnership.

The Real Estate and Development (READ) Committee of Home Forward's board reviewed a draft of this resolution at its May 3, 2024 meeting.

#### **ATTACHMENTS**

Exhibit A Project Documents Certificate of Secretary



#### RESOLUTION 24-05-01

RESOLUTION 24-05-01 AUTHORIZES THE EXECUTIVE DIRECTOR, OR HER DESIGNEE, TO EXECUTE AMENDMENTS OR CONTRACTS WITH BREMIK CONSTRUCTION FOR CM/GC SERVICES FOR THE DEVELOPMENT OF TROUTDALE HOUSING, A 85-UNIT, AFFORDABLE HOUSING DEVELOPMENT

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

WHEREAS, Home Forward will own the 3.58 acre site located at 227 SW Kendall Court Troutdale, OR 97060 a properly zoned for the Troutdale development; and

WHEREAS, Home Forward staff managed a competitive procurement process to select and award Bremik Construction the contract to undertake construction manager and general contractor (CM/GC) services for the Troutdale development; and

WHEREAS, Home Forward's preconstruction services with Bremik are complete and the project is fully bid with a planned start date in June 2024; and

WHEREAS, Home Forward has worked with Bremik Construction to exceed the 30% COBID participation; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward authorizes and directs the Chief Executive Officer, or her designee, to execute amendments with Bremik Construction for CM/GC services for the Troutdale Development in the amount of \$31,177,435.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Home Forward hereby authorizes the Chief Executive Officer, or her designee, to execute amendments to the contracts with Bremik Construction to spend the Home Forward – controlled construction contingency for the Troutdale Development in the amount of \$1,580,918.

ADOPTED: MAY 21, 2024	
Attest:	Home Forward:
Ivory N. Mathews, Secretary	Matthew Gebhardt, Chair



#### RESOLUTION 24-05-02

RESOLUTION 24-05-02 AUTHORIZES THE EXECUTION AND DELIVERY OF DOCUMENTS BY HOME FORWARD, ON ITS OWN BEHALF AND IN ITS CAPACITY AS GENERAL PARTNER OF TROUTDALE HOUSING LIMITED PARTNERSHIP, TO EFFECTUATE THE ACQUISITION, FINANCING, AND DEVELOPMENT OF THE HOUSING PROJECT KNOWN AS THE TROUTDALE APARTMENTS LOCATED IN TROUTDALE, MULTNOMAH COUNTY, OREGON

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

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

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

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

WHEREAS, Home Forward has determined that it is consistent with its purposes to purchase property and construct a 85-unit housing development to be known as the Troutdale Apartments (the "Project") located on real property located at 227 SW Kendall Court Troutdale, OR 97060 (the "Property"); and

WHEREAS, the Property is owned by Multnomah County, an Oregon political subdivision (the "County"); and

WHEREAS, The County desires to sell the Property to Home Forward pursuant to terms and at a price (if any) as shall be determined by any single Authorized Officer (such

determination to be conclusively demonstrated by the signature of any Authorized Officer on such document); and

WHEREAS, as a condition of the sale, the County will require that a covenant be recorded on the Property requiring that the Property be used to provide housing to households at 120% median family income or below (the "County Covenant"); and

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

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

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to authorize Home Forward to ground lease the Property to the Partnership pursuant to a lease (the "Lease") in order for the Partnership to construct and operate the Project, for a term of 99-years and at a rent of approximately \$1,870,000 (as such amount may change based on an appraisal of the Project); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for Home Forward to hold a note from the Partnership for a portion of the approximately \$1,870,000 Lease rent for the Project (as such amount may change based on an appraisal of the Project) in the amount of approximately \$1,776,500 (the "Lessor Loan") (as such amount may change based on an appraisal of the Improvements); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to obtain a low-income housing tax credit ("LIHTC") investment in the Partnership of approximately \$19,059,951 (which amount may change based on underwriting) (the "LP Investment") from U.S. Bancorp Community Development Corporation, a Minnesota Corporation, or its assign ("USBCDC") and to admit USBCDC as an investor limited partner of the Partnership; and

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

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

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

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project, to accept an award of 9% LIHTC from the State of Oregon, acting by and through its Housing and Community Services Department ("OHCS"); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project, to enter into a 9% Low-Income Housing Tax Credit Reservation and Extended Use Agreement, 9% Low-Income Housing Tax Credit Declaration of Land Use Restrictive Covenants, 9% Tax Credit Allocation Indemnity and Hold Harmless Agreement, and such other documentation as may be reasonably required in connection with obtaining the allocation of LIHTC (collectively, the "Tax Credit Documents"); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to enter into such agreements as are reasonably necessary for the Partnership to obtain a loan from U.S. Bank National Association, a national banking association (the "Lender") in an amount of up to \$18,000,000 (which amount may change based on underwriting) (the "Construction Loan"), a portion of which in the amount of up to \$3,682,784 will convert to a permanent loan (the "Permanent Loan"); and

WHEREAS, a portion of the Permanent Loan will be subsidized by Oregon Affordable Housing Tax Credits ("OAHTC") and Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project, to enter into an Oregon Affordable Housing Tax Credit Program Declaration of Land Use Restrictive Covenants with the State of Oregon, and any other documents as are reasonably required to obtain the award of OAHTC; and

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WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to cause Home Forward to enter into such agreements as may be required by Lender in connection with the Construction Loan and Permanent Loan including, without limitation, any guaranty agreements, environmental indemnity agreements, and assignment of its partnership interests, capital contributions, or tax credits which may be required by Lender; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary to obtain a grant in the approximate amount of \$17,734,670 of Metro Housing Bond funds (the "Metro Grant") from Metro and thereafter, for Home Forward to lend the proceeds of such Metro Grant to the Partnership ("Sponsor Loan No. 1") for a term and at an interest rate as shall be determined by an Authorized Officer (such determination to be conclusively demonstrated by the signature of any Authorized Officer on such document); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary to obtain a grant in the approximate amount of \$4,000,000 of Housing Trust Fund Program funds (the "HTF Grant") from OHCS and thereafter, for Home Forward to lend the proceeds of such HTF Grant to the Partnership ("Sponsor Loan No. 2") for a term and at an interest rate as shall be determined by an Authorized Officer (such determination to be conclusively demonstrated by the signature of any Authorized Officer on such document); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary to obtain a grant in the approximate amount of \$3,000,000 of Community Project Funds (the "CPF Grant") from the Department of Housing and Urban Development ("HUD") and thereafter, for Home Forward to lend the proceeds of such CPF Grant to the Partnership ("Sponsor Loan No. 3") for a term and at an interest rate as shall be determined by an Authorized Officer (such determination to be conclusively demonstrated by the signature of any Authorized Officer on such document); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary to make loan of Home Forward's capital funds (the "HF Capital Funds")

pursuant to its 2023 Move to Work plan in the approximate amount of \$1,964,132 ("Sponsor Loan No. 4") for a term and at an interest rate as shall be determined by an Authorized Officer (such determination to be conclusively demonstrated by the signature of any Authorized Officer on such document); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary to obtain a grant from the City of Troutdale, an Energy Trust of Oregon Grant, and a PGE RDF Grant (collectively the "Project Grants") in the approximate aggregate amount of \$280,150 and thereafter, for Home Forward to lend the proceeds of such Project Grants to the Partnership ("Sponsor Loan No. 5") for a term and at an interest rate as shall be determined by an Authorized Officer (such determination to be conclusively demonstrated by the signature of any Authorized Officer on such document); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary for Home Forward to make a capital contribution to the Partnership in the approximate amount of \$100 (the "Home Forward Equity Contribution"); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to cause Home Forward to enter into a Project-based Regional Long-term Rent Assistance Agreement to Enter into a Regional Housing Assistance Payments Contract and a Regional Housing Assistance Payments Contract (collectively the "RLRA Contracts") to provide rental subsidies for 25 units in the Project; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to engage Home Forward as the initial property manager for the Project; and

WHEREAS, Home Forward may select a substitute property manager for the Project prior to completion of the Project; and

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

WHEREAS, Home Forward may select a substitute or additional resident services provider for the Project prior to completion of the Project; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to engage Home Forward as developer of the Project and for Home Forward to defer a portion of the developer fee for the benefit of the Project in the approximate amount of \$1,161,911 (the "Deferred Fee");

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

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

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

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

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

- 1. **RESOLVED,** that Home Forward ratifies and affirms its actions in the formation of the Partnership.
- 2. **RESOLVED,** that Home Forward is authorized and directed to acquire the Property from the County and to enter into the County Covenant, with such terms and conditions as any single Authorized Officer shall approve (such approval to be

- conclusively demonstrated by the signature of any single Authorized Officer on such documents).
- 3. RESOLVED, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to enter into the Lease between Home Forward and the Partnership with such terms and conditions as any single Authorized Officer shall approve (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
- 4. RESOLVED, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to make and close on the Lessor Loan, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
- 5. RESOLVED, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to receive the LIHTC and OAHTC, including but not limited to the Tax Credit Documents and all such other documents as may be required OHCS with respect to the LIHTC and OAHTC, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
- 6. RESOLVED, that Home Forward is authorized to negotiate, execute and deliver on behalf of Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, a letter of intent relating to an anticipated Amended Partnership Agreement of the Partnership among Home Forward as the general partner, HFDEC as the withdrawing limited partner, and USBCDC, in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
- 7. **RESOLVED,** that Home Forward is authorized to negotiate, execute and deliver on behalf of Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, the Partnership Documents listed on

the attached <u>Exhibit A</u> (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the LP Investment by USBCDC, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

- 8. **RESOLVED,** that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to close on the Construction Loan and Permanent Loan, including those documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Construction Loan and Permanent Loan, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
- 9. RESOLVED, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to accept the Metro Grant and to make and close on Sponsor Loan No. 1, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
- 10. RESOLVED, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to accept the HTF Grant and to make and close on Sponsor Loan No. 2, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
- 11. RESOLVED, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to accept the CPF Grant and to make and close on Sponsor Loan No. 3, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);

- 12. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to make and close on Sponsor Loan No. 4, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
- 13. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to accept the Project Grants and to make and close on Sponsor Loan No. 5, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
- 14. RESOLVED, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to make and close on the Home Forward Equity Contribution, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
- 15. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver the RLRA Contracts, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
- 16. RESOLVED, that Home Forward is authorized to serve as the initial property manager until a substitute property manager is selected, and to negotiate, execute and deliver on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to engage Home Forward as the initial property manager of the Project and to engage a substitute property manager, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
- 17. **RESOLVED**, that Home Forward is authorized to serve as developer of the Project and to negotiate, execute and deliver on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to engage Home

Forward as developer and to defer the Deferred Fee, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

- 18. RESOLVED, that Home Forward is authorized to serve as the resident services provider of the Project and to negotiate, execute and deliver on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to engage Home Forward as resident services provider, and to engage a substitute or additional resident services provider if desired, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
- 19. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver all contracts and other documents respecting the design, construction, and technical assistance for the Project, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
- 20. **RESOLVED**, that Home Forward is authorized to assign to the Partnership and the Partnership is authorized to assume the Project Documents entered into by Home Forward before USBCDC was admitted as limited partner, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
- 21. RESOLVED, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits, certificates, letters, government forms, documents, agreements and instruments determined to be necessary or desirable: (i) to give effect to this resolution and/or (ii) to consummate the transactions contemplated herein;
- 22. RESOLVED, that any action required by this resolution is authorized to be taken by Matthew Gebhardt, Chair of the Board, Ivory N. Mathews, Chief Executive Officer of Home Forward, Kandy Sage, Chief Financial Officer of Home Forward, or Kitty Miller, Chief Administrative Officer of Home Forward, or the respective successors or assigns of each (each individually, an "Authorized Officer"), and each of them acting alone, is authorized to take action as an Authorized Officer, and in the

absence of such Authorized Officer, may be taken by the duly authorized acting Chair of the Board, acting Chief Financial Officer of Home Forward, acting Chief Administrative Officer of Home Forward, or acting Chief Executive Officer of Home Forward, respectively.

- 23. **RESOLVED**, that Home Forward is authorized to expend such funds (and to cause the Partnership to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution.
- 24. RESOLVED, that any Authorized Officer is authorized to negotiate, execute and deliver on behalf of Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, as the case may be, such other agreements, certificates, and documents, and to take or authorize to be taken all such other actions any Authorized Officer shall deem necessary or desirable to carry out the transactions contemplated by the foregoing resolutions (such determination to be conclusively demonstrated by the signature of any single Authorized Officer on such document); and
- 25. **RESOLVED**, that to the extent any action, agreement, document, or certification has heretofore been taken, executed, delivered, or performed by an Authorized Officer named in these Resolutions on behalf of Home Forward (whether in its own capacity or as general partner of the Partnership) or the Partnership and in furtherance of the Project, the same is hereby ratified and affirmed.
- 26. **RESOLVED**, that each Authorized Officer is individually authorized to decrease the principal amount of any loan or capital contribution by this resolution by any amount, or to increase the principal amount of any such loan or capital contribution by an amount up to \$1,000,000 more than the maximum principal amount for the loan or capital contribution stated in this resolution. The Board directs the Chief Executive Officer to report to the Board if the total amount borrowed by the Partnership for the Development exceeds the aggregate maximum principal amount stated in this resolution for all loans to the Partnership.

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

ADOPTED: MAY 21, 2024	
Attest:	Home Forward:
Ivory N. Mathews, Secretary	Matthew Gebhardt, Chair

#### **EXHIBIT A**

#### LIST OF TRANSACTION DOCUMENTS

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

#### **Partnership Documents**

- (a) Amended and Restated Agreement of Limited Partnership of Troutdale Housing Limited Partnership
- (b) Development Services Agreement
- (c) Guaranty
- (d) Partnership Management Agreement
- (e) Joint Marketing MOU

#### **Conveyance Documents**

- (a) Bargain and Sale Deed (County to Home Forward)
- (b) County Covenant
- (c) Lease
- (d) Memorandum of Ground Lease

#### **Tax Credit Documents**

- (a) OHCS 9% Low-Income Housing Tax Credit Reservation and Extended Use Agreement
- (b) OHCS 9% Tax Credit Indemnity and Hold Harmless Agreement
- (c) OHCS 9% Low-Income Housing Tax Credit Program Declaration of Land Use Restrictions
- (d) Tripartite Agreement

#### **Construction Loan Documents**

- (a) Construction and Convertible Term Loan Agreement
- (b) Construction Loan Promissory Note
- (c) Convertible Term Promissory Note
- (d) Trust Deed
- (e) Assignment of Housing Assistance Payments Contract
- (f) Consent to Assignment of HAP Contract as Security for Financing
- (g) Environmental Indemnification Agreement
- (h) Ground Lessor Estoppel Certificate
- (i) Operating Reserve and Security Agreement
- (j) Partnership Borrowing Authorization
- (k) Payment Guaranty Agreement
- (1) Recourse Carve-Out Guaranty Agreement
- (m) Assignment of Construction and Development Documents
- (n) Assignment of Development Services Agreement
- (o) Assignment of Partnership Interests
- (p) Assignment of Property Manager Agreement
- (q) Completion Guaranty Agreement

- (r) Consent to Assignment of Architect's Contract
- (s) Consent to Assignment of Construction Contract
- (t) Consent to Assignment of Soils Engineering Contract
- (u) UCC-1 Financing Statements

#### **Lessor Loan Documents**

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

#### **Sponsor Loan Documents**

- (a) Promissory Note (Sponsor Loan No. 1)
- (b) Trust Deed (Sponsor Loan No. 1)
- (c) Home Forward Regulatory Agreement
- (d) Promissory Note (Sponsor Loan No. 2)
- (e) Trust Deed (Sponsor Loan No. 2)
- (f) Promissory Note (Sponsor Loan No. 3)
- (g) Trust Deed (Sponsor Loan No. 3)
- (h) Promissory Note (Sponsor Loan No. 4)
- (i) Trust Deed (Sponsor Loan No. 4)
- (j) Promissory Note (Sponsor Loan No. 5)
- (k) Trust Deed (Sponsor Loan No. 5)

#### **Grant Documents**

- (a) HTF Grant Documents
- (b) CPF Grant Documents
- (c) Metro Grant Documents
- (d) Project Grants Documents

#### Miscellaneous

- (a) Property Management Agreement and Addendum
- (b) Resident Services Agreement
- (c) Construction Contract
- (d) GMP Amendment
- (e) Architect's Contract
- (f) Priority and Subordination Agreement
- (g) RLRA Contracts

#### **CERTIFICATE**

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

1. That the attached Resolution 24-05-02 (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners of Home Forward, as adopted at a meeting of Home Forward held on May 21, 2024, and duly recorded in the minute books of Home Forward.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of May, 2024.

HOME FORWARD

Ivory N. Mathews, Chief Executive Officer and Secretary

# STAFF REPORTS

#### Procurement & Contracts Department MONTHLY CONTRACT REPORT Contracts Approved 03/01/24 - 04/30/24

## PUBLIC IMPROVEMENT (CONSTRUCTION & MAINTENANCE SERVICES)

Contract #	Amend #	Contractor	Cor	ntract Amount	Description	Dept.	Execution Date	Expiration Date
C3309	0	Prime Legacy	\$	33,750.85	Water mitigation and reconstruction of 3 units at Humboldt	Property Management	3/6/2024	3/30/2024
C3311	0	Prime Legacy	\$	169,346.88	Build back from mitigation due to broken sprinkler pipes to the midrise 409, 410, 309, 310, 209, 210, lobby area, resident service offices, as well as units in buildings 11 and 12 at Humboldt	Property Management	3/13/2024	7/5/2024
C3312	0	Prime Legacy	\$	80,195.10	Prep and paint walls in lobby, hallways, unit doors, offices, and community room at BCC	Property Management	3/18/2024	6/15/2024
C3304	0	balgen	\$	5,103,320.00	Sequoia Square Envelope Rehab	DCR	3/19/2024	10/31/2025
Subtotal			\$	5,386,612.83				4

#### GOODS & SERVICES

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3306	0	Hughes Electrical Contractors	\$ 34,852.0	Purchase and installation of electric vehicle charging station at Dekum	IFS	3/1/2024	3/30/2024
C3295	0	Pono Security	\$ 21,000.0	) Security at Sellwood	Property Management	3/25/2024	3/31/2025
C3307	0	Pacific Landscape Services Inc.	\$ 635.0	Tree replacement at Celilo	Property Management	3/26/2024	6/30/2024
C3323	0	HD Supply	\$ 58,985.2	Purchase of 108 ranges	IFS	3/26/2024	6/30/2024
C3326	0	Change Commercial Services	\$ 11,988.0	Remove, haul, and recycle old range units; install new range units	IFS	3/26/2024	7/31/2024
C3325	0	Environmental Works	\$ 9,950.0	Install Radon mitigation fans for the Head Start at Interstate Crossing	Asset Mgmt	3/28/2024	8/30/2024
C3308	0	Centric Elevator	\$ 148,150.0	Preventive elevator maintenance at multiple properties	Asset Mgmt	4/2/2024	3/5/2025
C3316	0	Bridge City Concrete & Asphalt	\$ 6,368.0	Repair parking lot trip hazards at Ruth Haefner	Property Management	4/16/2024	6/30/2024
Subtotal			\$ 291,928.2				8

#### PERSONAL SERVICE CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3315	0	Hahn & Associates, Inc.	\$ 3,250.00	prepare a new Phase 1 Environmental Site Assessment in conformance with ASTM E1527-21 for the Troutdale Project.	DCR	3/14/2024	10/1/2024
C3318	0	GTG Consultants, PC	\$ 11,800.00	CNA for SCC	Asset Mgmt	3/20/2024	12/31/2024
C3319	0	Hahn & Associates, Inc.	\$ 3,250.00	New Phase I ESA Peaceful Villa	DCR	3/20/2024	9/1/2024
C3322	0	Clair Company, Inc	\$ 78,763.00	Special Inspections and material testing for the Peaceful Villa project	DCR	3/22/2024	12/1/2026
C3327	0	Tahirah Memory	\$ 4,000.00	Live HF reception performance	Executive	3/27/2024	7/31/2024
C3313	0	Model Integrity LLC	\$ 5,000.00	Facilitate and write an after action report after meeting with all staff involved in winter storm response	IFS	4/2/2024	4/15/2024
C3320	0	Hannah Bryant Design + Consulting	\$ 40,000.00	Consulting planner services to assist with land use work necessary to advance Home Forward's Homeownership initiative	DCR	4/2/2024	12/31/2024
C3314	0	Hollywood Senior Center DBA The Community for Positive Aging	\$ 24,860.00	Resident relocation assistance for the Fairfield remodel	DCR	4/5/2024	2/28/2025
C3330	0	Dudek	\$ 44,000.00	HUD Environmental Assessment for Civic Station	DCR	4/15/2024	12/31/2024
C3341	0	AIM 4 Access	\$ 2,000.00	Accessibility consultant for Emergency Action Plan	IFS	4/15/2024	12/31/2024
C3317	0	Cornerstone Community Housing	\$ 114,816.00	Resident services at Hazel Ying Lee Apartments	Community Services	4/23/2024	12/31/2024
C3344	0	Elevator Consulting Services	\$ 50,000.00	Elevator Maintnenace Consulting services at multiple properties	Asset Mgmt	4/23/2024	4/22/2025
Subtotal			\$ 381,739.00				12

#### PROFESSIONAL SERVICE CONTRACTS (A&E)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3334	0	AKS Engineering & Forestry, LLC	\$ 22,500.00	Powell final ALTA survey	DCR	4/11/2024	12/31/2024

C3332	0	Akana	\$ 98,002.00	NAYA early learning center design services + assignment	DCR	4/15/2024	12/31/2025	
Total			\$ 120,502.00				2	

#### AMENDMENTS TO EXISTING CONTRACTS

Contract #	Amend #	Contractor	Contract Amou	nt Description	Dept.	Execution Date	Expiration Date
C2412	4	Pegasus Moving & Cleaning	\$	On-call housekeeping services for Home Forward residents; amended to extend contract	Community Services	3/4/2024	12/31/2024
C3080	1	Freedom Security Solutions	\$ 25,480	Security at Dahlke; amended to add time	Property Management	3/4/2024	4/30/2024
C2427	4	Metropolitan Public Defenders	\$ 261,802	Expungement and legal services for HF residents and participants; amended to extend contract	Homeless Initiatives	3/5/2024	12/31/2024
C3041	1	Clair Company, Inc	\$ 1,500	Special inspections Grace Peck, adding asphalt testing	DCR	3/7/2024	12/31/2024
C3118	2	Performance Systems Integration (PSI)	\$ 4,220	HWE3 Provide and relocate 6 fire alarm system horn/strobes for sound pressure compliance for the Fire Alarm Control Panel (FACP)	DCR	3/7/2024	8/16/2024
C3118	3	Performance Systems Integration (PSI)	\$ 20,000	00 HWE additional fire sprinkler replacement	DCR	3/7/2024	8/16/2024
C3201	1	Forensic Building Consultants	\$ 10,500	Schiller way permit to add trash enclosure rehab an arborist work and occupancy safety program	DCR	3/7/2024	3/1/2025
C2709	3	NW Enforcement	\$ 1,006	25 Security at Celilo; amended to extend contract	Property Management	3/8/2024	5/31/2024
C2920	2	Universal Lawncare Maintenance	\$	Landscaping Maintenance for Master-Leased - Properties; amended to extend contract	Asset Mgmt	3/8/2024	12/31/2024
C2445	8	Lever Architects	\$ 20,685	Dekum court architect additional services	DCR	3/11/2024	6/30/2025
C2584	3	Esusu	\$ 9,000	Tenant rent reporting to credit bureaus; amended to extend contract	Community Services	3/12/2024	12/31/2024
C2895	2	Fulcrum Construction & Building Services LLC	\$ 71,248	03 Unthank generator replacement; PCO #1-6	DCR	3/14/2024	4/30/2024
C2271	13	Colas Construction	\$ 146,229	Powell CO #13	DCR	3/19/2024	4/30/2024
C3227	2	Walsh Construction Co.	907,383	Peter Paulson/Gretchen Kafoury Design-Build design amendment	Asset Mgmt	3/19/2024	45,838.00
C2958	2	KPFF Consulting Engineers	\$ 31,800	Additional services, for an updated ALTA and Title Plus services for survey of new foundations and survey of new building once construction is complete.	DCR	3/20/2024	12/1/2026
C2732	3	NW Enforcement	\$	On-call security services; amended to update reater and extend contract	Property Management	3/22/2024	5/25/2024

C2733	2	Pono Security	\$ -	On-call security services; amended to extend contract	Property Management	3/25/2024	5/25/2025
C2976	15	Walsh Construction Co.	\$ 70,438.00	Grace Peck CO #10	DCR	3/26/2024	12/31/2024
C3204	1	Austin Advocates With LLC	\$ 20,000.00	Data collection and analysis consulting; amended to extend contract	Executive	3/27/2024	6/1/2025
C2763	3	Greenfield Geotechnical	\$ 56,989.00	Geotechnical Services for investigation and report the Troutdale Project; amended to upate scope	DCR	4/2/2024	12/1/2025
C3153	1	Model Integrity LLC	\$ -	Coaching, strategic planning, and crisis management; amended to extend contract	Executive	4/2/2024	6/1/2025
C3332	1	Akana	\$ 2,000.00	NAYA early learning center design services scope add	DCR	4/15/2024	12/31/2025
C2964	8	Bora Architecture Inc	\$ 48,488.00	Design services for Peaceful Villa; amended to increase scope of work	DCR	4/22/2024	6/30/2026
Subtotal			\$ 1,708,769.95				23

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

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
Subtotal			\$ -				0
Total			\$ 7,889,552.06				49

## Procurement & Contracts Department FUTURE FORMAL PROCUREMENTS Look Ahead - May 2024

Estimated Contract Amount	Description	Dept.	Solicitation Period	
TBD	STRA	Homeless Initiatives	In Progress	
\$1 million	Rosenbaum Plaza Plumbing Repairs Phase 2/3	DCR	June 2024	
\$1.650 million	A&E for N. Maryland	DCR	2024	
\$13.2 million	CM/GC for N. Maryland	DCR	2024	
TBD	Townhouse Terrace Construction Project	DCR	Late 2024	
TBD	Slavin Court Construction Project	DCR	Early 2025	
\$1.5 million	CHSP Housekeeping & Personal Care	Community Services	TBD	
\$910k	Design and construction services for Schiller Way	DCR	TBD	