

December 18, 2025

BCC Agenda Date/Item: _____

Housing Authority Board of Commissioners
Clackamas County

Approval of a Revenue Intergovernmental Agreement with Metro for open space improvements at the Hillside Park Redevelopment Project. Agreement Value is \$389,000 for 2 years and 6 months. Funding is through Metro. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> Approval of the Nature in Neighborhoods grant application, March 16, 2023, Agenda Item 20230316 II.C 		
Performance Clackamas	Safe, Secure, and Livable Communities		
Counsel Review	Yes: Amanda Keller	Procurement Review	N/A
Contact Person	Devin Ellin	Contact Phone	971-227-0472

EXECUTIVE SUMMARY: The Housing Authority of Clackamas County (HACC), a component unit of Clackamas County within the Housing and Community Development Division of the Health, Housing, and Human Services Department, is requesting Board approval of an Intergovernmental agreement (IGA) with Metro for \$389,000 in Nature in Neighborhoods funds. These funds will be used to redesign the Hillside Open Space to create a shared community resource that supports residents of both Hillside Manor and Hillside Park Redevelopment.

HACC was awarded this grant in 2023 through Metro's Nature in Neighborhoods Capital Grants program, which supports community-led projects that benefit historically marginalized communities, protect and improve water quality and fish and wildlife habitat, enhance climate resilience, and expand neighborhood-scale access to nature.

The Hillside Open Space is a well-loved green area, historically used by residents of Hillside Manor. Hillside Manor and Hillside Park are two separate affordable housing communities located adjacent to each other, with the open space situated in the northwest corner of the site. As part of an approved Master Plan, HACC is redeveloping the 14-acre, 100-unit Hillside Park public housing complex, located next to the open space, into up to 500 new affordable housing units. The first phase of redevelopment is underway, with 275 units currently under construction.

For Filing Use Only

These funds will be used to redesign the Hillside Open Space to better connect with the Hillside Park Redevelopment, improving accessibility, safety, and opportunities for residents to enjoy and connect with nature. Planned updates include a new walking path and an ADA-compliant connection linking the larger redevelopment community.

To access the funds, HACC must enter an IGA with Metro. The agreement is valid through June 30, 2028, with the option to extend for up to five additional years. Work on the Hillside Open Space is anticipated to take place in Summer 2026, aligning with the start of Phase 2 of the Hillside Redevelopment to optimize construction coordination and efficiency.

RECOMMENDATION: Staff respectfully requests that the Housing Authority Board of Commissioners approve the IGA (12377) and authorize Chair Roberts or his designee to sign on behalf of the Housing Authority.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing, and Human Services

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal, complete sections 1, 2 & 4 only. If direct appropriation, complete page 1 and Dept/Finance signatures only.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

****CONCEPTION****

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: ☐ Direct Appropriation (no application)
☐ Subrecipient Award ☒ Direct Award

Award Renewal? ☐ Yes ☒ No

Lead Fund # and Department:	40 - H3S - Housing Authority
Name of Funding Opportunity:	Nature in Neighborhoods

Funding Source: ☐ Federal – Direct ☐ Federal – Pass through ☐ State ☒ Local

Requestor Information: (Name of staff initiating form)	Devin Ellin - HACC Director of Development
Requestor Contact Information:	dellin@clackamas.us; 971.227.0472
Department Fiscal Representative:	Darren Chilton
Program Name & Prior Project #: (please specify)	Hillside Park Redevelopment - Clackamas County Housing Authority/Development

Brief Description of Project:

The Hillside Park site in Milwaukie, Oregon is being redeveloped to create a safe, healthy, and secure community by replacing 100 units of near-obsolete public housing with up to 500 units of newly constructed affordable housing. Phase 1 of the Hillside Park Redevelopment project will replace 54 units of deteriorating public housing with 275 units of newly constructed housing affordable to households with incomes at or below 60% of the Area Median Income (AMI).

The Nature in Neighborhoods Capital Grants program supports community-led projects like the Hillside Park redevelopment that benefit historically marginalized communities, protect and improve water quality and fish and wildlife habitat, support climate resilience and increase people's experience of nature at the community scale. Previously funded

Name of Funding Agency: Metro

Notification of Funding Opportunity Web Address: <https://www.oregonmetro.gov/tools-partners/grants-and-resources/nature-grants>

OR

Application Packet Attached: ☐ Yes ☒ No

Completed By:

Date:

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

☒ Competitive Application ☐ Non-Competing Application ☐ Other

Assistance Listing Number (ALN), if applicable:	N/A	Funding Agency Award Notification Date:	Fall 2023-Fall 2025
Announcement Date:	1/11/2023	Announcement/Opportunity #:	N/A
Grant Category/Title	Metro Nature in Neighborhoods Capital Grant Funds	Funding Amount Requested:	1,000,000
Allows Indirect/Rate:	Yes - up to 10% directly related to capital project	Match Requirement:	Yes - \$3,000,000 - covered by Bond investment & congressional allocation
Application Deadline:	Spring 2023	Total Project Cost:	160,430,000 (approx)
Award Start Date:	IGA execution	Other Deadlines and Description:	pre-application is due on 2/14/23 to show interest. Full application is T1
Award End Date:	up to three years		
Completed By:		Program Income Requirements:	N/A
Pre-Application Meeting Schedule:	Meeting with Related, HACC Development team & HACC Finance Team		

Additional funding sources available to fund this program? Please describe:

Low Income Housing Tax Credits (LIHTC), Private Activity Bonds, State and Local funding sources, Grants

How much General Fund will be used to cover costs in this program, including indirect expenses?

No County General Funds are involved

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

N/A

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

The Hillside Park site in Milwaukie, Oregon is being redeveloped to create a safe, healthy, and secure community by replacing 100 units of near-obsolete public housing with up to 500 units of newly constructed affordable housing. Phase 1 of the Hillside Park Redevelopment project will replace 54 units of deteriorating public housing with 275 units of newly constructed housing affordable to households with incomes at or below 60% of the Area Median Income (AMI).

2. Who, if any, are the community partners who might be better suited to perform this work?

N/A

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Alongside the delivery of 275 units of affordable housing through the redevelopment of Hillside Park, HACC and its partners would like to complete a variety of green and recreational improvements to enhance the quality of life for residents and the greater community.

Minimum Requirements: demonstrate strong partnerships between community-based organizations and state/local government, expended in Metro boundary, projects clearly achievable, expenses must be associated with capital projects only (Admin costs must be directly related to the capital project - up to 10%)

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

This is grant funding available from Metro will assist in bringing natural elements to the redevelopment of Hillside Park for increased livability.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Metro is already invested in the Hillside Park redevelopment project through Bond funding allocations. HACC is the current landowner and will retain long term ownership of the property after the redevelopment's completion. Where applicable, real property in the public right of way will be dedicated to City of Milwaukie. Committed partner organizations: Related Northwest and Northwest Housing Alternatives. Potential partners: Boys and Girls Club, Oregon Food Bank, Providence ElderPlace.

3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

No, this will add to other funding sources to further the redevelopment of Hillside Park.

Collaboration

1. List County departments that will collaborate on this award, if any.

H3S - Housing Authority of Clackamas County & Housing and Community Development

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

TBD - will be required to evaluate and report progress on project.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

TBD

3. What are the fiscal reporting requirements for this funding?

TBD

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

Affordable Housing Bonds \$40M, congressionally directed spending \$4M, CET ~ \$1.7M, LIFT from OHCS ~\$6.65M, other funding sources as identified through the project.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

Yes, there is a \$3,000,000 match which is more than satisfied by Metro Bond and Congressional award funds.

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

N/A

Other information necessary to understand this award, if any.

https://www.oregonmetro.gov/sites/default/files/2023/01/12/2023-NINCapitalGrants_PreAppHandbook_01_12_2023-clean.pdf

Program Approval:

Devin Ellin

Feb 23, 2023


Devin Ellin (Feb 23, 2023 15:08 PST)

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Toni Karter

Feb 23, 2023

Toni Karter

Toni Karter (Feb 23, 2023 16:12 PST)

Name (Typed/Printed)

Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Adam Brown

Feb 23, 2023

Adam Brown

Adam Brown (Feb 23, 2023 16:58 PST)

Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Elizabeth Comfort

Feb 26, 2023

Elizabeth Comfort

Name (Typed/Printed)

Date

Signature

EOC COMMAND APPROVAL (WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)

Name (Typed/Printed)

Date

Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications under \$150,000 email form to Christina Fadenrecht at CFadenrecht@clackamas.us for Gary Schmidt's approval.

For applications \$150,000 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: 20230316 II.C

Date: 03/16/2023

Gary Schmidt

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at
and

Grants Manager at financegrants@clackamas.us
when fully approved.

Department: keep original with your grant file.

Intergovernmental Agreement

2019 Parks and Nature Bond Nature in Neighborhoods Program



Metro Contract Number 940231

INTERGOVERNMENTAL AGREEMENT Metro and Housing Authority of Clackamas County

This Intergovernmental Agreement ("Agreement") is entered into under the provisions of ORS chapter 190 by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter ("Metro") and Housing Authority of Clackamas County ("Grantee") (each a "Party" or together the "Parties").

BACKGROUND

The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 ("Measure") authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure provides that Metro will distribute up to \$40 million of bond funds for community-led projects, with an emphasis on benefitting historically marginalized communities. These projects will protect and improve water quality and fish and wildlife habitat, support climate resiliency, and increase people's experience of nature.

Metro established a review committee to recommend funding recipients to the Metro Council. Committee membership with diversity of experience made recommendations to create the greatest benefits for people, plants and wildlife. The Metro Council approved the first round of Nature in Neighborhood Capital Grants on June 29, 2023.

Grantee will enhance open space and make recreational improvements to a Housing Authority owned site ("the Project") located adjacent to the Hillside Manor and Hillside Park affordable housing communities in Milwaukie. These improvements will increase people's experience of nature at the community scale, restore wildlife habitat, provide recreational opportunities, and enhance the quality of life for residents of Hillside Manor, Hillside Park and the neighboring community.

AGREEMENT

1. Term

This Agreement is effective upon execution by both parties and terminates on 6/30/2028 unless terminated or extended as provided by this Agreement. By written amendment the parties may extend this Agreement for up to 5 years with Metro Council approval if a project experiences unforeseeable delays. Sections 9, 13, 15, 17 and Exhibit A Attachment 3 survive termination of this Agreement. Notwithstanding the foregoing, all terms of this Agreement will terminate on December 31, 2050.

Intergovernmental Agreement

2019 Parks and Nature Bond Nature in Neighborhoods Program



Metro Contract Number 940231

2. Scope of Work and Exhibits

This Agreement establishes responsibilities of the parties concerning this project. Work will be performed pursuant to the Scope of Work, Exhibit A, which is incorporated into this Agreement. Metro will disburse funds to the Grantee as set forth in the Scope of Work.

Amendments to the scope of work must be done in writing on terms acceptable to both parties.

Also attached to this Agreement are the following Exhibits:

EXHIBIT A: Scope of Work

Attachments:

1. Payment Request and Financial Reporting Requirements
2. Narrative Reporting Requirements
3. Post-Acquisition and Post-Construction Restrictions on Sale and Use
4. Original grant application

3. Grant Amount

The total grant amount is \$389,000. Grantee may use funds only for work completed on the project during the term of this Agreement.

4. Sufficient Funds

Metro certifies that at the time this Agreement is executed sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

5. Forfeit of Unspent Funds

If Grantee fails to start or complete the Project or completes the Project without spending all funds, Metro will retain all funds not expended.

Intergovernmental Agreement

2019 Parks and Nature Bond Nature in Neighborhoods Program



Metro Contract Number 940231

6. Capital Project and Related Covenants

In compliance with the Measure, Metro granted funds to Grantee to use for capital expenses related to the Project. Grantee will own the capital asset resulting from the Project and located on the property where the Project is located ("the Property"). Grantee will value the Project as a capital asset in an amount no less than the grant amount awarded to Grantee. Grantee covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in Grantee's audited financial statement, consistent with Generally Accepted Accounting Principles and with Grantee's financial bookkeeping of other similar assets.

7. Capped Project Costs

Grantee may use Allocated Bond Funds for administrative Capital Costs, including staff costs and Overhead and Indirect Costs, up to a maximum of ten percent (10%) of the total Project Cost for each project. Metro will apply the 10% cap on the project and Grantee will be responsible for tracking and accounting for its costs to ensure compliance with the 10% cap.

8. Limitations on use of Property

Grantee will maintain and operate the portion of the Property and all capital improvements constructed with Measure funds consistent with one or more of the Measure purposes and principles, which are: to protect water quality and wildlife habitat for generations to come, support climate resiliency, or increase people's experience of nature at the community scale.

Metro may permit secondary use of the Property only where the secondary use affects a de minimus portion of the Property or where necessary to operate the Property consistent with Measure principles.

Grantee may not sell the Property or authorize use of the Property in a manner not consistent with the bond measure purposes without agreement in writing from Metro.

9. Oregon Constitution and Tax Exempt Bond Covenants

Grantee acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes that may be exempt from the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders may be exempt from federal and Oregon personal income taxes. Grantee covenants and agrees that it will take no actions that would jeopardize Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. If Grantee breaches these covenants, Grantee will undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a

Intergovernmental Agreement

2019 Parks and Nature Bond Nature in Neighborhoods Program



Metro Contract Number 940231

result thereof, including, without limitation, reimbursement of Metro for the Project funded under this Agreement.

10. Federal, State and Local Law Compliance

Grantee must comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including without limitation the acquisition of any required permits. All conditions imposed on Grantee by federal, state, regional, or local governments having jurisdiction over Grantee are deemed part of this Agreement as if specifically set forth. Grantee's violation of these conditions, or any violation of criminal law, may be cause for immediate termination of this Agreement.

11. Discrimination Prohibited

Grantee must not exclude any person from participation in the Project or discriminate on the grounds of race, color, or national origin, or on the grounds of religion, sex, ancestry, age, or disability against any person related to any program or activity funded in whole or in part with the grant funds.

12. Funding Recognition

Grantee will recognize Metro and the source of funding from the Measure in any publications, media presentations, or other presentations relating to or describing the Project. Grantee may include recognition of the Project on on-site documentation, for example signs, and in any published final products and visual presentations, web site information, collateral materials, newsletters, and news releases.

13. Project Records

Grantee will maintain all fiscal Project records in accordance with generally accepted accounting principles. Grantee will maintain Project Records for the longer period of either (A) 3 years after the final maturity of the bonds from the Bond Measure; (B) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that starts within 6 years from the date of termination of this Agreement. Grantee must make records available to Metro and its authorized representatives, including but not limited to the staff of any department, at reasonable times and places regardless of whether litigation has been filed on any claims.

14. Public Records Law

All Project records are public records subject to disclosure under Oregon Public Records Law unless otherwise exempt.

Intergovernmental Agreement

2019 Parks and Nature Bond Nature in Neighborhoods Program



Metro Contract Number 940231

15. Indemnification

Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with Grantee's performance of this Agreement.

16. Insurance

Grantee must maintain at Grantee's expense, the following types of insurance covering Grantee, its employees and agents.

Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability must be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents must be named as an ADDITIONAL INSURED.**

Automobile bodily injury and property damage liability insurance. Insurance coverage must be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents must be named as an ADDITIONAL INSURED.** The Grantee must provide notice of any material change or policy cancellation to METRO thirty (30) days before the change.

This insurance as well as all workers' compensation coverage for compliance with Oregon law must cover Grantee's operations under this Agreement, whether such operations are by Grantee, by any subcontractor, or by anyone directly or indirectly employed by Grantee or any subcontractor.

Grantee must provide Metro with a certificate of insurance complying with this section and naming Metro as an additional insured upon return of this Agreement signed by Grantee to Metro.

17. Termination for Cause

Metro may terminate this Agreement, in full or in part, at any time during the term of this Agreement if, following thirty (30) days' written notice with an opportunity to cure, Metro reasonably determines that Grantee has not complied with any provision of this Agreement and is in default. Metro will follow the dispute resolution process, section 14, before termination of the Agreement. Upon termination, Metro may immediately withhold or suspend future distributions of bond funds in addition to any other rights and remedies set forth in this Agreement or available at law or in equity.

Notwithstanding any termination for cause, Grantee will be entitled to receive payments for any work completed or for which Grantee was contractually obligated on the date that Metro

Intergovernmental Agreement

2019 Parks and Nature Bond Nature in Neighborhoods Program



Metro Contract Number 940231

provided written notice of default.

Grantee will be liable to Metro for all reasonable costs and direct damages incurred by Metro from the termination due to default.

18. Joint Termination for Convenience

The Parties may terminate all or part of this Agreement if termination is in the public interest.

Either Party may terminate this Agreement in the event the terminating Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited.

Termination under this provision will be effective with a written termination agreement signed by both parties.

19. Dispute Resolution

The Parties will negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within 14 calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The parties will share the cost of mediation equally.

20. Public Contracts

Grantee must comply with all applicable provisions of ORS Chapters 187, 279A, 279B and 279C. All conditions and terms required to be inserted into public contracts in the state of Oregon pursuant to any provisions of ORS Chapters 279A, 279B and 279C are inserted by reference into this Agreement and made requirements of this Agreement.

For public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, Grantee and every subcontractor must comply with all such provisions, including ORS 279C.836, by filing a public works bond with the Construction Board before starting work on the project, unless exempt under that statute.

21. Independent Contractor Status

Grantee is an independent contractor for all purposes and is entitled only to the compensation provided for in this Agreement. Grantee is not an employee of Metro. Grantee must provide all tools or equipment necessary to carry out this Agreement and will exercise complete control in achieving the results specified in the Scope of Work.

Intergovernmental Agreement

2019 Parks and Nature Bond Nature in Neighborhoods Program



Metro Contract Number 940231

Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

22. Notices

Any notices permitted or required by this Agreement must be in writing to the addresses below.

Grantee

Attn: Devin Ellin, Director of Development
Housing Authority of Clackamas County
13930 Gain St
Oregon City, OR 97045
United States
Email: dellin@clackamas.us

Metro

Attn: Crista Gardner
Metro Regional Center
600 NE Grand Avenue
Portland, OR 97232
Email: Crista.Gardner@oregonmetro.gov

The Parties may change the addresses by written notice.

23. Oregon Law; Forum

This Agreement will be construed according to the laws of the State of Oregon. Any litigation between the Parties under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

24. Assignment; Entire Agreement; Merger; Waiver

This Agreement is binding on each Party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by Grantee without Metro's written consent, which may be withheld in Metro's sole discretion. This Agreement and attachments are the entire agreement between the Parties. The failure to enforce any provision of this Agreement does not constitute a waiver by either Party of that or any other provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision.

Intergovernmental Agreement

2019 Parks and Nature Bond Nature in Neighborhoods Program



Metro Contract Number 940231

25. Amendment

The Parties may amend this Agreement only by written amendment signed by both Parties.

26. No Third Party Beneficiaries

Grantee and Metro are the only parties to this Agreement and are the only parties entitled to enforce its terms and the sole beneficiaries. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the right and benefits enjoyed by the general public.

27. Relationship of Parties

Nothing in this Agreement nor any acts of the Parties hereunder will be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between any Grantee and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of the Project funded.

28. Limitations

This Agreement is expressly subject to the limitations of the Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provision of this Agreement that conflicts with the above-referenced laws are deemed invalid and unenforceable.

29. Severability

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

30. Further Assurances

Each of the Parties will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations and to carry out the intent and agreements of the Parties.

31. Counterparts; Electronic Execution

The parties may execute this Agreement in counterparts, each of which, when taken together, constitute fully executed originals. Electronic signatures, including e-mail or other digital signatures, operate as original signatures.

Intergovernmental Agreement

2019 Parks and Nature Bond Nature in Neighborhoods Program

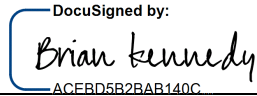


Metro Contract Number 940231

32. Authority

The representatives signing on behalf of the Parties certify they are authorized by the Party for whom they sign to make this Agreement.

Metro

By:  _____
Name: Brian Kennedy _____
Title: CFO _____
Date: October 28, 2025 _____

Housing Authority of Clackamas County

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A to Intergovernmental Agreement: Scope of Work

EXHIBIT A Scope of Work

PROJECT REQUIREMENTS: The Project will comply with the following (collectively referred to as the “**Project Requirements**”):

1. Payment Request and Financial Reporting Requirements
2. Narrative Reporting Requirements
3. Post-Acquisition and Post-Construction Restrictions on Sale and Use
4. Budget, Scope of Work, and Program Assessment

PROJECT BACKGROUND: The project is further described in the following document. The Metro Council awarded the grant based upon the project information contained therein:

5. Original grant application

Attachment 1 to Exhibit A Payment Request and Financial Reporting Requirements

ANNUAL FINANCIAL REPORTING

On or before July 10 of each year during the Term, beginning in the year Metro first provides a disbursement of any portion of the Allocated Bond Funds to Grantee for a project, Grantee will complete all reimbursement requests and financial reporting requirements for the fiscal year beginning July 1 to June 30.

PAYMENT REQUEST PROCEDURES

- A. Retainage:** Metro will reserve as retainage from any initial advance or reimbursement payment an amount equal to five percent (5%) of the requested amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and a final report is submitted and finally approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment or as an additional payment after the approval of the final reimbursement request.
- B. Initial Advance Requests**
 - 1. General:** Following the execution of this Agreement, Grantee may request disbursement of a portion of its Allocated Bond Funds from Metro. Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved **Project** if Metro determines that the funded project items will commence within ninety (90) days of request. To receive a disbursement of the Initial Advance, Grantee must receive final approval

Exhibit A to Intergovernmental Agreement: Scope of Work

from Metro of any changes to the Project.

2. **Initial Advance Request information:** Grantee must submit the information through Metro's online system ([ZoomGrants](#)).

If Grantee cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Grant Program Manager(s).

3. **Metro payment of Initial Advance Request:** The Initial Advance request is optional. If Grantee would like to receive these funds Grantee will submit a request when the following conditions are met:

- This Grant Agreement has been fully executed
- Funded project work will begin no later than ninety (90) days from the time of submission

After the above conditions are met, Grantee is eligible to request thirty percent (30%) of the Award Amount, not to exceed \$116,700.00 (the "Initial Advance"). Once approved, Grantee will receive payment of initial advance less the five percent (5%) retainage not to exceed \$5,835.00.

To receive funds: Grantee will submit a reimbursement request cover sheet indicating the request is for the upfront payment. Metro's Grants and Contracts Coordinator and Grant Program Manager(s) will review the submitted document and recommend approval for payment to the Team Manager. Metro will disburse funds within thirty (30) days of receiving all necessary documents. Metro will reimburse Grantee by electronic funds transfer (via Automated Clearing House or wire) or check.

C. Reimbursement Requests

1. **General.** After using all of the Initial Advance, Grantees must seek reimbursement for additional costs incurred in arrears up to the total Project Cost. Grantees must provide accounting of payment and any required match of the Initial Advance before requesting additional reimbursement payments. Grantees may seek reimbursement as frequently as once per quarter. At a minimum, Grantees must submit a Reimbursement Request at least once a year in alignment with fiscal year end reporting requirements (see Annual Financial Report requirements).

- a. **Project Match Reporting:** Grantee will include any matching funds (cash or in-kind) with each payment request. Match may exceed the percentage minimum outlined in Attachment 4, Budget, Scope of Work and Program Assessment, above but must maintain the minimum percentage for project match submitted to date for Metro to approve payment of all reimbursable funds in a request. Metro may make a partial payment, in line with match to date, if necessary.

- i. Match must be for expenses or services during the contract term.
- ii. Metro funds or staff time may not be used as match.

Exhibit A to Intergovernmental Agreement: Scope of Work

2. Each Reimbursement Request must include:

- a. Proof of payment of the Initial Advance and correlating percentage of match until such time as the advance has been fully reported and spent down.
- b. A Request for Reimbursement itemized statement of expenses for each Project showing a schedule of charges being submitted for reimbursement and match including the name of the vendor or person who was paid, description of charge and amount. The schedule of charges should list which costs are or are not subject to the Capped Capital Costs and indicate with which budget category from the project submission the expense corresponds. The total on the itemized statement should match the amount indicated on the Reimbursement Request for Release of Funds.
- c. A completed Reimbursement Request for Release of Funds on a form provided by Metro, signed by an authorized representative of Grantee certifying:
 - i. Compliance with all Program Requirements and Project Requirements set forth in the Agreement;
- d. Grantee must submit the information through Metro's online system ([ZoomGrants](#)). If Grantee cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Grant Program Manager(s).

3. Metro payment of Reimbursement Request: Metro's Grants and Contracts Coordinator and Grant Program Manager(s) will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Grantee as needed. Metro will disburse funds within thirty (30) days of receiving all necessary documents. Metro will reimburse Grantee by electronic funds transfer (via Automated Clearing House or wire) or check.

4. Final payments: Metro will release final payments at the close of each project following receipt and formal acceptance of project close-out report by Metro staff.

ATTACHMENT 2 TO EXHIBIT A NARRATIVE REPORT REQUIREMENTS

REGULAR REPORTING REQUIREMENTS.

1. Metro distribution of Allocated Bond Funds is conditioned on Grantee's ongoing demonstration of progress on each project as presented through Progress Reports every six months, updates in staff-to-staff conferences as needed, and progress ports. Metro may revise any report template and will provide Grantee with notice at least three months before requiring Grantee to use the revised template.
 - a) Staff-to-Staff Conferences. Grantee and Metro staff will confer as requested by either party by telephone, video conference, in-person meetings, or site visits. Topics will include project progress, support needs, challenges or issues, and opportunities to share progress with the community and the Metro Council.
 - b) Bi-annual progress reports. By June 30 and December 31 of each year during the Term (or until project completion and final report is submitted), Grantee will provide brief updates in writing via ZoomGrants in response to questions provided by Metro, describing project status (scope, schedule budget) and identifying any issues that may delay or interfere with project completion.
 - c) Annual bond outcomes and impacts report and financial overview. Metro will provide additional context and information on reporting metrics ahead of the first required report.
 - d) Final Report. After completion of the grant project, Grantee will provide a Final Report via ZoomGrants on a template provided by Metro. This report will serve as the permanent public record of the grant project for Metro.

ATTACHMENT 3

Post-Acquisition and Post-Construction Restrictions On Sale and Use

The Post-Acquisition and Post-Construction Restrictions on Sale and Use apply until the end of the Term of the Agreement.

I. Post- Acquisition Restrictions:

Grantee may not sell or otherwise authorize the use of such property for a use other than as a Bond Required Use (provided however a de minimis portion of such property may be transferred or put to another use, which may include, but is not limited to, a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use), unless Grantee certifies all of the following:

- a) Grantee's decision to sell or use the property in a manner inconsistent with a Bond Required Use is the result of unforeseen circumstances.
- b) Grantee's intent, at the time it purchased the property, was to use it for a Bond Required Use.
- c) In the event of a sale, Grantee transferred the property to a non-federal public agency or jurisdiction.
- d) Grantee provided Metro written notice of its intent to authorize the sale to a third party or change Grantee's use of the property 180 days before the sale or change in use.
- e) Grantee held at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections (I)(A) through (I)(D) of this Attachment have been satisfied and that Grantee has satisfied or will satisfy its obligations as described in subsections (I)(F) and (I)(G) of this Attachment.
- f) Metro approves Grantee's determination of the appraisal value of the property pursuant to the following steps:
 1. At least 90 days before to making a final decision to sell or change the use of the property, Grantee will provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time Grantee purchased the property. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and
 2. Not later than 90 days after receiving the appraisal obtained by Grantee, Metro will inform Grantee whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal

standards. If Metro does not approve the appraisal, then Metro will inform Grantee the reasons for not approving the appraisal and Grantee may resubmit a revised appraisal to Metro pursuant to subsection (I)(F)(1) of this Attachment.

II. Post- Construction Restrictions:

Grantee may not sell or otherwise authorize use of such buildings or improvements pursuant to this Agreement in a manner inconsistent with a Bond Required Use, except that Grantee may transfer or put to another use a de minimis portion of such property, including without limitation a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use, unless Grantee complies with all of the following:

- a) Grantee's decision to sell or use such buildings or improvements in a manner inconsistent with the Bond Required Use is the result of unforeseen circumstances.
- b) Grantee's intent, at the time it constructed such buildings or improvements, was to use them for a Bond Required Use.
- c) In the event of a sale, Grantee transfers the property to a non-federal public agency or jurisdiction.
- d) Grantee provides Metro 180 days advance written notice of its intent to authorize the sale to a third party or change in use of such buildings or improvements.
- e) Grantee holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of such buildings or improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections (II)(A) through (II)(E) of this Attachment have been satisfied and that Grantee has satisfied or will satisfy its obligations as described in subsections (II)(F) and (II)(G) of this Attachment.
- f) Metro approves Grantee's determination of the appraisal value of such buildings or improvements pursuant to the following steps:
 - (1) At least 90 days before making a final decision to sell or change the use of such buildings or improvements, Grantee will provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and
 - (2) Not later than 90 days after receiving the appraisal obtained by Grantee, Metro will inform Grantee whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, Metro will inform Grantee the reasons for not approving the appraisal and Grantee may resubmit a revised appraisal to Metro pursuant to subsection (II)(F)(1) of this Attachment.

Attachment 4

Original Grant Pre-application and Full application with attachments

(Grantee submission on ZoomGrants)



Metro

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[A ▲ ▼](#)

Attachment 4 to Exhibit A

Powered by [ZoomGrants™](#) and

Metro **Application materials updated by Grantee and approved by Metro June 2025**
 Parks and Nature
 Parks and Nature
2023 Nature in Neighborhoods capital grants
 Deadline: 2/14/2023

Housing Authority of Clackamas County 2023 Nature in Neighborhoods Capital Grants

Jump to: [Pre-application Questions](#) [Budget](#) [Scope of Work](#) [Document Uploads](#)

\$ 389,000.00 Requested
 \$ 1,077,012 Estimated
 Match

Submitted: 2/14/2023
 2:40:41 PM (Pacific)

Project Contact

Nate Grein
ngrein@related.com
 Tel: 9716789089

Additional Contacts

none entered

Housing Authority of Clackamas County

13930 Gain St
 Oregon City,
 OR 97045
 United States

Director of

Development

Devin Ellin
dellin@clackamas.us

Telephone(503) 655-8267

Fax

Web

<https://www.clackamas.us/housingauthority>

Pre-application Questions [top](#)

1. Project summary (one paragraph, 255 characters)

Provide a brief summary that describes your program.

green space currently serving residents of Hillside Manor. With funding support from the Metro Nature in Neighborhoods grant and the City of Milwaukie.

2. Fiscal agent

If different than the lead organization. If no fiscal agent, please write "not applicable".

N/A

3. Property owner

Committed local or state government owner of the public asset.

HACC is the landowner, and long-term ownership will remain with a public entity.

4. Program partners

Committed partner organizations.

HACC

5. Potential partners

Potential partner organizations.

NA

6. Program length*(Select only one) Does not include up to two years for contract or IGA execution.*

- ☐ One year
- ☒ Two years
- ☐ Three years

7. Project narrative (up to one page, 4000 characters)*Provide a narrative that describes the project. Explain why the program is important for your community and organization, such as how it fits your organization's strategic plan or mission.*

The Hillside Open Space is a well-loved green space, historically utilized primarily by Hillside Manor residents. The proposed redesign comes at a pivotal moment. As part of an approved Master Plan, HACC is redeveloping the 14 acre, 100-unit public housing complex known as Hillside Park, located immediately adjacent to the open space, with up to 500 new units of affordable housing. The first phase of redevelopment is underway with 275 units currently under construction. As envisioned in the Master Plan, redesigning the Hillside Open Space with a stronger connection to the Hillside Park redevelopment provides an opportunity to create a more engaging, accessible, and safe place for all Hillside residents to enjoy and connect with nature.

Building on earlier community engagement from the Hillside Master Planning process, we plan to re-engage with residents to better understand how they use the space today and how they hope it might evolve. As part of the proposed improvements, we will upgrade and realign the existing walkway to meet ADA standards and improve circulation throughout the site. Depending on resident feedback and available budget, we are exploring the addition of one or more of the following: a playground, updated exercise equipment, and/or community garden beds. These updates will support multigenerational recreation intended to promote physical activity for residents of all ages.

The redesign will also physically connect the Hillside Open Space to the Hillside Park redevelopment. By linking these two developments, we are creating a unified neighborhood park network that supports community identity, encourages social interaction, and enhances access to nature for hundreds of residents, many of whom have historically had limited access to high-quality outdoor spaces.

Initially, we had planned for a full-time (.8 FTE) AmeriCorps member to assist with park maintenance and community programming. Unfortunately, due to recent federal budget cuts, this position is no longer funded. While this shift presents a challenge, it also offers an opportunity to adapt the park to a lower maintenance option and could allow us to pursue other community support in the maintenance of this park.

8. Goals (up to one page, 4000 characters)*Describe how the project addresses the Nature in Neighborhood Capital Grants purpose, principles and program criteria.*

The Hillside Open Space redesign is guided by a set of interrelated goals focused on community equity, environmental access, connectivity, and resilience. As a critical open space serving low-income this project is rooted in the belief that access to safe, functional, and inclusive green spaces is fundamental to community wellbeing.

Foster climate and community resilience by activating outdoor spaces

A primary goal of this project is to ensure that all residents of Hillside Manor and the adjacent Hillside Park redevelopment have access to high-quality green space. Many of the individuals served by this project are members of historically underserved communities, and the park redesign seeks to reverse long-standing disparities in access to public outdoor environments. This includes improvements to the park's walkways and amenities to meet ADA standards and accommodate individuals of all abilities and ages. This includes the planned accessible connection between the Hillside Open Space and the Hillside Park redevelopment. This connection will link a community of 500 units of new affordable housing with a revitalized park space. Through this connection, we are fostering not only physical access but social

cohesion between long-standing and new residents. The goal is to create a shared, inclusive space that supports multigenerational interaction, wellness, and cultural expression.

Promote housing, racial, and environmental justice

By upgrading landscaping, planting native and low-maintenance landscapes, and incorporating resilient materials, this project contributes to the broader goals of reducing the urban heat island effect and encouraging outdoor activity. These climate-adaptive design strategies are in alignment with Milwaukie's Climate Action Plan and will help mitigate environmental inequities that disproportionately affect low-income communities.

9. Meaningful community engagement and racial equity (up to one page, 4000 characters)

Describe how the project address the Parks and Nature Bond criteria. How do communities of color and the community served help to identify the need for, design, and deliver this project?

The Hillside Open Space was included in the original Hillside Park Master Plan as green space for the community at large. While broader community engagement helped inform the overall redevelopment, we recognize that the Hillside Open Space is a beloved space among current Hillside Manor residents, many of whom have engaged in "rogue gardening," informally cultivating and caring for areas of the park as an act of stewardship and pride.

As we move into the redesign phase, we are committed to re-engaging these residents to co-create a vision that honors the way they already use and value the space. Their informal gardening efforts reflect a connection to this park, and we aim to build on that foundation by incorporating their ideas into a more structured and accessible park design. We hope this space can be seen as a bridge between the Hillside Manor and Hillside Park communities to encourage community and create an inclusive environment where neighbors of all ages and backgrounds can gather. We hope to do this by hosting meetings with active resident gardeners and distributing surveys to the residents of Hillside Manor and Hillside Park.

10. Climate resiliency (up to one page, 4000 characters)

Describe how the project address the Parks and Nature Bond criteria and further the region's climate resilience.

By upgrading landscaping, planting native and low-maintenance plants, and incorporating resilient materials, this project will play a vital role in enhancing climate resiliency in the area. The use of native and drought-tolerant plants, reduces the need for excessive irrigation, helps conserve water, and supports local wildlife. These strategies also help mitigate the urban heat island effect, which is a phenomenon where urban areas become significantly warmer than surrounding rural areas due to human activities and the concentration of heat-absorbing materials like asphalt and concrete. By replacing traditional landscaping with more climate-resilient alternatives, the project can lower ambient temperatures, improve air quality, and reduce energy demand during hot weather.

Incorporating resilient materials that are durable and weather-resistant helps the site adapt to increasingly frequent extreme weather events. Low-income communities are often the most vulnerable to climate impacts, such as extreme heat and poor air quality. Encouraging outdoor activity through green spaces and cooler urban environments fosters a healthier, more equitable community for all. These climate-adaptive design strategies align with Milwaukie's Climate Action Plan, which prioritizes reducing carbon emissions, improving energy efficiency, and enhancing community resilience in the face of climate change. By integrating such features, the project contributes to a more sustainable and climate-resilient urban landscape.

11. Partnerships (up to one page, 4000 characters)

Show how partnerships and collaboration with other individuals, organizations and groups in your community will be formed, strengthened and extended through this program.

HACC

HACC brings extensive experience in affordable housing development and resident engagement to this project. Since 1938, HACC has been committed to enhancing the health, wellness, prosperity, and inclusion of individuals and families in Clackamas County. Their mission emphasizes equitable service delivery, financial sustainability, and thriving partnerships to ensure long-term viability. In this project, HACC will conduct resident outreach, incorporate feedback into the design, and coordinate upgrades

with the design team and general contractor.

PLACE

PLACE brings a wealth of experience to this project with its innovative and collaborative approach to landscape design. Known for their commitment to sustainable and resilient landscapes, PLACE specializes in creating public spaces that are both aesthetically engaging and meaningful to the community. Their work often integrates art, urban planning, and environmental stewardship, ensuring that each project not only enhances its immediate surroundings but also contributes positively to broader environmental goals. PLACE's emphasis on sustainability and climate resiliency aligns with the objectives of the current project, particularly in reducing urban heat island effects and fostering outdoor activity through thoughtful landscaping.

Humber Design Group, Inc.

Humber Design Group brings technical expertise in civil engineering and site infrastructure to the Hillside Open Space project. With a strong track record of working on complex urban development and public improvement projects, Humber specializes in designing sustainable, cost-effective civil solutions that integrate seamlessly with landscape and architectural goals. For this project, Humber will lead civil engineering design and permitting efforts, including grading, stormwater management, and ADA-compliant pathways.

City of Milwaukie

The City of Milwaukie has played a vital and supportive role in the development of the Hillside Park Master Plan. Early and ongoing conversations with the City's Community Development Department have helped shape the vision for the project, particularly around the integration of accessible, recreational green spaces and sustainable site amenities.

12. Organizational preparedness (up to one page, 4000 characters)

Explain why your organization and your partners have the experience and capacity to conduct the program, including identification of key personnel, their roles in the program and their qualifications.

The Housing Authority of Clackamas County (HACC) is well-positioned to lead the Hillside Open Space redesign, drawing on recent success implementing the Metro Affordable Housing Bond. Through this bond, HACC has supported multiple complex, community-driven developments, including the broader Hillside redevelopment and the Park Place Redevelopment, which will provide 200 units of affordable housing in Oregon City.

HACC's Development Director, Devin Ellin will lead the HACC team alongside experienced developers, Gloria LaFleur and Andrew Crampton. Collectively, the HACC development team has over 30 years of experience in affordable housing development and urban planning.

PLACE Landscape Architecture complements HACC's expertise with award-winning design services rooted in sustainability, placemaking, and ecological stewardship. Based in Portland, Oregon, PLACE is known for its collaborative and creative approach to landscape architecture, with a diverse portfolio that includes civic spaces, university campuses, federal buildings, and international cultural institutions.

Dylan Morgan will lead the PLACE team. Dylan brings over a decade of experience in landscape architecture, with a strong focus on designing public spaces that integrate art, ecology, and community. As a Principal at PLACE Dylan has led numerous high-impact projects that prioritize environmental resilience, equitable access, and meaningful placemaking.

PLACE projects that demonstrate relevant experience include:

- Peacefull Villa
 - o PLACE designed climate-resilient, family-friendly outdoor spaces at Peaceful Villa that support community connectivity, placemaking, and long-term affordability in close collaboration with housing partners.
- Ellington Apartments
 - o PLACE created a connected, sustainable multifamily community for Ellington Apartments by integrating

open spaces, walkable pathways, and climate-resilient landscapes shaped by inclusive community engagement.

Humber Design Group brings extensive civil engineering expertise to the Hillside Open Space redesign, ensuring that infrastructure solutions are technically sound, environmentally responsible, and well-aligned with the project's goals for accessibility, climate resilience, and equity. Based in Portland, Humber has been a trusted partner on a range of public infrastructure, affordable housing, and park projects throughout the region.

Dave Humber, PE, Principal and founder of Humber Design Group, brings over 30 years of civil engineering experience to this project. His work spans public parks, affordable housing, institutional campuses, and major redevelopment sites.

13. Location and program reach (up to two pages)

On next page, please upload a location/vicinity map that shows where the program and/or participating communities are located within the region, such as on Google Maps, MetroMap, Regional Equity Atlas, or the Regional Conservation Strategy viewer.

☒ I uploaded it!

14. Demographic form (two pages)

On next page, please upload the requested the Nature in Neighborhoods Capital Grants demographic form, which will not be used for the review of your grant application.

☒ I uploaded it!

Budget [top](#)

Budget	Grant Funds Requested	Match Funds	Total Program Budget (Calculated)
Personal services: List salaries and administration costs	\$ 38,900.00		\$ 38,900.00
Volunteer labor: Calculate at \$25.43/hour			\$ 0.00
Professional services: List activity and amount			\$ 0.00
Materials & supplies: List items, quantities, prices			\$ 0.00
Transportation costs: Please itemize			\$ 0.00
Indirect or overhead costs, e.g. utilities, rent, telephone, fiscal administration (maximum 10% of amount requested)			\$ 0.00
Other: Please describe - Resident Engagement	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Landscape Architecture & Design	\$ 64,500.00	\$ 0.00	\$ 64,500.00
Demolition	\$ 10,000.00	\$ 0.00	\$ 10,000.00
Excavation	\$ 0.00	\$ 0.00	\$ 0.00
Drainage Systems & Storm Water Management	\$ 20,000.00	\$ 0.00	\$ 20,000.00
Roads & Walkways	\$ 45,000.00	\$ 688,012.00	\$ 733,012.00
Site Improvements	\$ 114,550.00	\$ 0.00	\$ 114,550.00
Landscaping & Irrigation	\$ 91,050.00	\$ 0.00	\$ 91,050.00
	\$ 0.00		\$ 0.00
	\$ 0.00		\$ 0.00
Total	\$ 389,000.00	\$ 688,012.00	\$ 1,077,012.00

Budget Narrative

The Hillside Open Space project represents a strategic and community-centered investment in a vital open space that has long served residents of Hillside Manor. With the adjacent redevelopment of Hillside Park now underway, this project presents a timely and unique opportunity to enhance, expand, and connect open space to the Hillside Park community. The total project budget is \$389,000, allocated across the following categories:

Resident Engagement – \$5,000

Funds allocated to resident outreach will support meetings, translation, materials, and stipends for resident participants. This will build on previous engagement from the Hillside Park Master Plan.

Landscape Architecture & Design – \$64,5000

PLACE will be the landscape architect and has provided a budget broken down with \$20,000 for concept design and \$25,000 for construction drawings. Their expertise will ensure the park meets accessibility standards and integrates community feedback into a cohesive, inclusive design.

Remaining Project Costs – \$319,5000

The remaining budget categories for demolition, drainage systems and stormwater management, roads and walkways, site improvements, and landscaping and irrigation are currently based on preliminary cost estimates. These figures will be refined as the design is finalized and additional input is received from the design team.

Scope of Work [top](#)

Scope of work

#	Schedule	Specific tasks	Responsible person or partner
1.	Fall 2025: Resident Engagement	Outreach and engagement plans for the Hillside Open Space redesign are currently being developed and will build on previous community input gathered during the Hillside Park Master Planning process. Current plans include a community-wide survey to collect input on desired amenities, uses, and design priorities for the park. In addition, a focused small-group session will be held with residents currently engaged in gardening at the site. This session will provide a space to discuss the presence of informal or “rogue” gardening activities and collaboratively plan for the respectful relocation of any plants that may be affected by upcoming construction. All outreach activities will prioritize accessibility, including translation and interpretation services as needed, to ensure broad and meaningful participation.	HACC
2.	Architectural and Landscape Design Concept Design Phase (Summer 2025 – Early Fall 2025) Construction Documentation Phase (Fall 2025	The design process for the Hillside Open Space redesign officially began in late April 2025 with a project kick-off meeting between HACC PLACE, and Humber. Following the kick-off, PLACE has begun developing a series of concept sketches for review. Coordination with Humber will be ongoing throughout this phase to ensure all design concepts are technically feasible and consistent with site constraints, regulatory requirements, and accessibility standards. Once the concept design is finalized, PLACE will prepare full construction documentation in close collaboration with Humber. This will include:	HACC, PLACE, and Humber Design Group

	– Winter 2025/26)	<ul style="list-style-type: none"> • A detailed landscape plan • A landscape grading plan • Landscape construction details 	
3.	Construction Tentatively Fall 2026	Construction is currently anticipated to begin in Fall 2026. While the timeline is tentative, the goal is to align park construction with the build-out of Hillside Park Buildings D and E. Coordinating these efforts is expected to offer both cost efficiencies, by leveraging the same construction team, and logistical benefits, ensuring a smoother transition between the residential and open space improvements.	HACC and Walsh Construction
4.			
5.			
6.			
7.			
8.			
9.			
Total			

Program assessment

#	Setting goals	Assessing goals	Setting measures
1.	FFoster climate and community resilience by activating outdoor spaces To create a connected, welcoming park space that encourages outdoor activity, improves comfort during heat events, strengthens social ties, and incorporates native planting and resilient materials to support long-term climate adaptation	<p>Number of educational events delivered pertaining to climate and community resilience. Ideally, events feature the resilience hub, as well as the outdoor design elements that foster resilience.</p> <p>Number of participants in resilience programming</p> <p>Number of trees and plants planted onsite</p> <p>Interviews with management and service teams</p>	<p>We will aspire to host two (2) resilient-specific community events onsite and, between both, hope to reach forty (40) residents.</p> <p>We will also host interviews once a year with the service and management teams to document best practices and identify opportunities for growth in this programming.</p>
2.	<p>Exceed building code in the creation of natural spaces</p> <p>At this time, we anticipate that we will provide as many as 50 trees at a 2.5-inch caliper, exceeding code requirements around a 1.5 inch caliper. Depending on the soil conditions and location of the tree,</p>	<p>Number and size of tree plantings</p> <p>Density of plantings</p> <p>Amount of total landscaped area</p>	<p>Assessing our progress towards this goal will occur through two approaches. First, we will compare the size of trees, density of plantings, and amount of total landscaped area against the City code.</p>

for some trees, this caliper may add two to three years of maturity, expediting tree canopy growth. We're also aspiring to provide 30% denser plantings than code requirements, thereby creating lush landscaping and benefiting storm water management. Last, we expect to exceed the code prescriptions around total landscaped areas by 63,112 SF.

Collectively, this work will not only will trees mitigate the heat island effect, but they may also lower energy use from the reduced strain on air conditioning systems; improve air quality; provide shade; absorb carbon dioxide in our atmosphere, and reduce storm water runoff. An expanded planting program will also strengthen Hillside Park's alignment with the City of Milwaukie's 2018 Climate Action Plan. This action plan has a specific goal around increasing the city's canopy up from 26% to 40% by 2040, particularly in low-income neighborhoods.

Second, where applicable, we compare these details to the master plan.

- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

Total

Document Uploads [top](#)

Documents Requested *	Required?	Attached Documents *
Provide a location/vicinity map that shows where the project and/or participating communities are located within the region, such as on Google Maps, MetroMap, Regional Equity Atlas, or the Regional Conservation Strategy viewer.	<input checked="" type="checkbox"/>	Vicinity Map Hillside Open Space - Map
Please upload letters of support by active partners; each letter should describe the role of that partner.	<input checked="" type="checkbox"/>	HACC Support Letter NHA Support Letter Shapiro Didway Support Letter
If applicant is not the land holding government agency, please upload a letter stating permission to use property by government sponsor/public land owner certification letter.		
If applicant is not a government agency, please upload the 501(c) (3) tax-exempt status statement or your organization's 501 (c)(3) IRS determination letter, or the		

following 501(c)(3) tax-exempt status statement	
If applicant is not a government agency, please upload Government Sponsor certification letter with statement indicating that the appropriate governing body has approved the application.	
If requested, please upload responses to review committee questions provided to you in the feedback letter.	
(Optional) Please upload additional materials (e.g. full project budget, vicinity or site map, concept and design plans, appraisal, photos). ZoomGrants has a file upload limit of 25 megabytes. If larger, add link to a file sharing site.	Landscape Plan & Precedent
	Landscape Circulation Diagram
	Match Letter
	Match Letter Supporting Doc - CET Approval
	Match Letter Supporting Doc - LIFT Reservation
	Match Letter Supporting Doc - Federal Grant Agreement

** ZoomGrants™ is not responsible for the content of uploaded documents.*

Application ID: 431962

Site plan updated by Grantee and approved by Metro May 2025





Toni Karter, *Interim Executive Director*

**Housing Authority of
Clackamas County**



April 18, 2023

Stefanie Kondor
Senior Vice President, Development
Related Northwest
208 SW First Ave, Suite 240
Portland, OR 97204

Subject: Support Letter for the Hillside Park – 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's application for Nature in Neighborhoods award. This redevelopment effort will create 275 units of service-enhanced, amenity-rich affordable housing and meet a number of critical needs for our community.

As the current owner and operator of Hillside Park, the Authority appreciates just how critical green space is to this community. From the numerous, well-maintained garden beds onsite, to the abundant open space and walking paths, connecting with green spaces and the natural environment is a pillar of Hillside Park. A Nature in Neighborhoods grant would be instrumental in ensuring that our project team can preserve this beloved aspect of the community. In doing so, we can collectively enhance the public realm, build infrastructural and community resilience, mitigate the impacts of climate change, and create more equitable access to green spaces. Once developed, HACC's service team is committed to utilizing grant-supported design elements – e.g. recreational spaces, raised garden beds, and intentional walking circuits – in regular programming.

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 if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dellin".

Devin Ellin
Director of Housing Development

Healthy Families. Strong Communities.

P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045-0510 • Phone (503) 655-8267 • Fax (503) 655-8676

TDD 503-655-8639 www.clackamas.us/housingauthority



2316 SE Willard, Milwaukie, Oregon 97222
p: 503.654.1007 • f: 503.654.1319 • www.nwhousing.org

April 25, 2023

Stefanie Kondor
Senior Vice President, Development
Related Northwest
208 SW First Ave, Suite 240
Portland, OR 97204

Subject: Support Letter for the Hillside Park – Phase I located at 2889 SE Hillside Court, Milwaukie, OR 97222

As a Milwaukie-based affordable housing developer, operator, and advocate and in our capacity as a project partner, we would like to offer this letter in support of Hillside Park's application for a Nature in Neighborhoods award. This Hillside Park redevelopment effort will create 275 units of service-enhanced, amenity-rich affordable housing and meet several critical needs for our community.

Through a capital grant, the project team will be able deliver a more robust landscape and outdoor program thus promoting environmental justice in Milwaukie. It is well documented that lower-income households and communities of color not only have inequitable access to green spaces and tree canopy, but also are most impacted by environmental burdens such as poor air quality and are often the most vulnerable to hazards associated with climate change. The redevelopment of Hillside Park will combat these problematic land use dynamics by directly linking recreational green spaces and affordable housing. Once developed, our resident services team is committed to utilizing outdoor areas as recreational spaces, raised garden beds, and intentional walking circuits in regular programming.

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 is now a leading not-for-profit developer of affordable 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 a long history of promoting equity, diversity, and inclusion; and environmental sustainability, having won awards of recognition by industry partners. Please visit www.nwhousing.org and explore our website for more information.

Sincerely,

A handwritten signature in blue ink that reads "Trell Anderson".

Trell Anderson
Executive Director



April 19, 2023

Stefanie Kondor
Senior Vice President, Development
Related Northwest
208 SW First Ave, Suite 240
Portland, OR 97204

Subject: Support Letter for the Hillside Park – Phase I located at 2889 SE Hillside Court, Milwaukie, OR 97222

As the landscape architect for the project, I would like to offer this letter in support of Hillside Park's application for a Nature in Neighborhoods award. This redevelopment effort will create 275 units of service-enhanced, amenity-rich affordable housing and create thoughtful greenspaces that will build community resilience.

Through a capital grant, our project team will be able deliver a more robust landscape and outdoor program. In particular, anticipated grant-supported design elements include: green infrastructure, expanded tree canopy, recreational and open spaces, denser plantings of native species, and raised garden beds. Enhancements like these will have a tremendous local impact. On one hand they will mitigate the effects of climate change and reduce the heat island effect. On the other, they will provide spaces for activity, learning, and community-building. In doing so, we see these improvements as helping the new Hillside Park neighborhood achieving a more healthy balance between the living and built environment.

Shapiro Didway was co-founded in 2007 by Principal Emeritus Steve Shapiro and Managing Principal Blair Didway. Since that time, Shapiro Didway has worked to explore and express the relationship between the living world and the built world. They've designed for hundreds of market rate and affordable multi-family housing developments, more than 25 K-12 campuses, and 50+ private residences just to name a few. They are experienced in public parks, sports fields & courts, playgrounds & nature-inspired play, outdoor learning, stormwater planters & bioswales, public plazas & amenity decks, green roofs, right-of-way improvements, habitat restoration & natural area enhancements, landscape improvements for public works projects, and more. Shapiro Didway has grown to become a home for a team of 16 diverse, experienced, engaged and aligned professionals.

Please feel free to contact me at aaron@shapirodidway.com if you have any questions or need additional information.

Sincerely,



Aaron West
Senior Associate
Shapiro Didway



Nature in Neighborhoods Grant
 Grants Program Manager
 Metro
 600 NE Grand Ave.
 Portland, OR 97232-2736

RE: Nature in Neighborhoods Match Letter

Current redevelopment work at Hillside Park includes 275 units of affordable housing across three buildings. The development efforts are well underway and we are anticipating a mid-2024 closing. In addition to completing due diligence and making progress in the project's architectural design, the project team, led by Related Northwest, is pursuing financial resources to develop the site. Provided below is a summary of the gap sources the project team is pursuing, including the contributing jurisdiction or entity, the amount of funds, and the source's status. The project will also include Low Income Housing Tax Credit equity, as well as permanent debt and these sources will be secured through a lender and investor Request for Proposals six months prior to the closing.

Source Name	Contributing Jurisdiction / Entity	Amount of Funds	Status
Metro Housing Bonds	Clackamas County / Metro	\$40,000,000 ¹	Pending Concept Endorsement
CET	City of Milwaukie	\$1,700,000	Committed – see supporting documentation
LIFT	OHCS	\$6,653,696	Committed – see supporting documentation
Federal Infrastructure Grant	HUD	\$4,000,000	Committed – see supporting documentation
PSH Capital	OHCS	\$1,200,000	Application Submitted
Capital Magnet Funds	CDFI Fund	\$6,000,000	Application Submitted
HOME-ARP	Clackamas County	\$2,100,000	Award Anticipated

The total amount of eligible matching sources we have applied for is \$21,653,696. The total amount of committed eligible matching sources is \$12,353,696. These funds will be used to pay for all elements of the Scope of Work exceeding the \$1M Nature in Neighborhoods grant.

Ryan Hood

DocuSigned by:

 A stylized signature of Ryan Hood in blue ink.

Senior Project Manager
rhood@related.com

¹ We understand the Metro sources are not deemed as eligible matching funds for the Nature in Neighborhoods program.

Materials are optional after this page



COUNCIL RESOLUTION No. 14-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE RECIPIENTS OF CONSTRUCTION EXCISE TAX (CET) PROGRAM FUNDING.

WHEREAS the City Council adopted Ordinance 2154 authorizing the city to implement a Construction Excise Tax (CET) for the purposes of supporting affordable housing; and

WHEREAS Milwaukie Municipal Code (MMC) Chapter 3.06 provides the authority to levy the CET and outlines the dedication of its revenues; and

WHEREAS on January 11, 2023, Governor Tina Kotek issued Executive Order No. 23-02 declaring a state of emergency due to houselessness; and

WHEREAS the city has conducted a competitive request for proposals process to solicit affordable housing projects interested in receiving CET funding; and

WHEREAS the CET selection committee scored the Hillside Park Phase I the highest and nominated it for an award of \$1.7 million; and

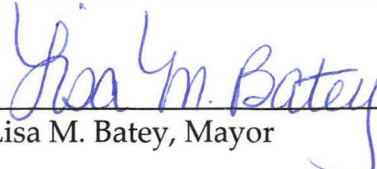
WHEREAS the CET selection committee scored the Milwaukie Courtyard Housing Project the second highest and nominated it for an award of \$300,000; and

WHEREAS both projects provide a mix of critical income-restricted housing for at least 30-years.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the city manager, or their designee, is authorized to execute agreements with the applicants of the Hillside Park Phase I Project for the award of \$1.7 million and the Milwaukie Courtyard Housing Project for the award of \$300,000 for the purposes of supporting the development and creation of long-term affordable housing within the city.

Introduced and adopted by the City Council on **March 7, 2023**.

This resolution is effective immediately.



Lisa M. Batey, Mayor

ATTEST:



Scott S. Stauffer, City Recorder

APPROVED AS TO FORM:



Justin D. Gericke, City Attorney



**OREGON HOUSING and
COMMUNITY SERVICES**

725 SUMMER STREET NE, SUITE B | SALEM, OR 97301
503-986-2000 | www.oregon.gov/OHCS

February 17, 2023

Related Northwest
Attn: Alec Lawrence
208 SW First Ave, Suite 240
Portland, OR 97204

Northwest Housing Alternatives
Attn: Trell Anderson
2316 SE Willard St
Milwaukie, OR 97222

RE: 2023 Metro Local Innovation Fast Track (LIFT) Funding Reservations
Hillside Park Phase 1, #3151

Dear Alec & Trell:

Oregon Housing and Community Services (OHCS) has reserved the following funding to Related Northwest and Northwest Housing Alternatives for the development of the Hillside Park Phase 1 project.

Not to exceed **\$6,653,696** in LIFT Funding

This reservation was made subject to conditions as follows.

A. Special Conditions

Please be advised that readiness to proceed is an important criterion. In order to retain these reservations, you must meet the following conditions, subject to Department approval. Failure to meet all conditions to OHCS's satisfaction may result in the revocation of the reservation.

1. Timing Requirements for LIFT with 4% LIHTC & Private Activity Bonds. OHCS may re-evaluate and may rescind this funding reservation for failing to reach construction closing by **December 31, 2024** or the occurrence of a material change (as material change is defined in the GPGM or otherwise determined by OHCS) that may cause the project to fall out of conformance with funding eligibility guidelines.
2. Requirement for bond application, all projects must respond to the 4% LIHTC / Private Activity Bond (PAB) Application & Pipeline Project Status for a spot on OHCS's PAB funding calendar. **Hillside Park Phase 1 is expected to submit for a PAB closing space in the 1st half of 2024.**
3. Prior to construction close, pay 4% LIHTC/PAB application fee, if not already paid.

B. General Conditions



2023 Metro LIFT Reservation Letter – Hillside Park Phase 1

1. A Monthly Progress Report must be submitted beginning **March 2023** and thereafter on a monthly basis by the 10th of each month until project completion. The report should indicate all activities undertaken during the previous month.
2. Construction contracts which include any provision for cost savings to be retained by the general contractor or split with the project developer are not permitted.
3. Cost savings of the project, if any, are to be returned to OHCS.
4. The borrower of the LIFT loan will be the Single Asset Entity (SAE) owner of the project. The expectation is that the Guaranty Agreement will be held by the sponsor receiving this reservation letter.
5. You must complete one of the following the earlier of **15 days of the date of this letter**:
 - a) **Initial each page, sign** this letter and **return the original** indicating your acceptance of the reservation(s) and all the terms and conditions of the reservation(s) along with a check for **\$2500** for the LIFT Recipient Fee; or,
 - b) If you have concerns about any of the conditions or timelines contained in this letter, contact me.
6. Prior to construction close, Firm Commitment and list of conditions from lender and investor approval committees. **Must be received a minimum of 2 weeks prior to construction close.**
7. Prior to construction close, Original ACH/EFT Form for ownership entity. **Must be received a minimum of 2 weeks prior to submitting draw request.**
8. Prior to construction close, all LIHTC / Private Activity Bond program requirements to be satisfied.
9. At construction close, Simultaneous close with all funders, and funder conditions met.
10. At construction close, Warranty Deed.
11. At construction close, OHCS approved Final Settlement Statement.

C. Local Innovation and Fast Track (LIFT)

1. After the conditions of this letter are satisfied, OHCS will provide documents for the LIFT loan, which will include a Deed of Trust, Note, Project Management Agreement, Guaranty Agreement, Loan Agreement, and Operating Agreement.



2023 Metro LIFT Reservation Letter – Hillside Park Phase 1

The Operating Agreement will contain rent restriction language based on information provided in the NOFA Application, documented in the table below:

Unit Type	# of units	AMI Rent Restrictions	AMI Income Restrictions
Efficiency	40	60%	60%
1 bedroom	94	60%	60%
2 bedroom	20	60%	60%
Efficiency	3	30%	30%
1 bedroom	3	30%	30%
2 bedroom	8	30%	30%
3 bedroom	6	30%	30%

20 # of Project Based Vouchers (PBV) listed in NOFA Application. (If PBVs are not fully committed at financial closing, a comparative number of 30% AMI units will be restricted in the LIFT Operating Agreement.)

- A Reservation Fee (1.5% of the LIFT loan amount) is due and payable to Oregon Housing and Community Services at construction closing.
- The project's Management Agent Company will be required to sign the LIFT Project Management Agreement. Submission of Management Agent Information is required at least 60 days prior to expected Housing Stability Council meeting for Private Activity Bond approval. Any change of the Management Agent Company between construction closing and the start of lease-up will trigger a \$300 Management Agent Packet Review.
<https://app.smartsheet.com/b/form/4bd86ae46e59457d844c4c1c8b21daa0>
- Managers Unit: Please indicate the number of manager units to be included at the property. LIFT only allows for 1 manager's unit per site

Please state, and initial to acknowledge, the unit mix as follows:

 # Units affordable (LIHTC income qualified units)

 1 # Units considered common space (manager's unit)

D. Funding Requirements

As a recipient of Housing and Community Services funds, OHCS requires compliance with the following. Meeting these requirements will be a measure of determining sponsor capacity in future Department applications.



2023 Metro LIFT Reservation Letter – Hillside Park Phase 1

1. Review the timelines you indicated in the Project Schedule enclosed with the NOFA Application and revise from time to time as applicable. Submit a revised Project Schedule when changes are necessary. Your ability to meet these timelines will be a measurement for retaining the funding reservation(s).
2. As changes occur to the project's development and operating costs, a revised Sources of Funding, Uses of Funding, and/or Operating Budget reflecting the current project status must be submitted.
3. Adherence to all federal, state and program regulations applicable to your organization and your proposed project is a basic requirement.
4. Adherence to the MWESB/SDVBE Compliance Manual is a requirement.
5. Display of the Fair Housing name and/or logo when project units are marketed/promoted is required.
6. Oregon Housing and Community Services shall be listed by name on all materials where the project contributors are listed by name.
7. Submission of electronic photos of completed project.

OHCS congratulates you on your funding reservation and looks forward to a successful completion of your project. Please contact me at 971-388-5906, if you have any questions concerning your LIFT reservation or if you would like any of the required forms in electronic version.

Sincerely,



Hattie Iott, Production Analyst
Affordable Rental Housing Development Resources and Production




2023 Metro LIFT Reservation Letter – Hillside Park Phase 1

AGREED TO AND ACCEPTED ON THE TERMS AND CONDITIONS SET FORTH ABOVE FOR THE FOLLOWING LIFT RESERVATION(S):

Not to exceed **\$6,653,696** in LIFT Funding

By: Related Northwest



Ann Silverberg, Chief Executive Officer

Date: 3/16/2023

AGREED TO AND ACCEPTED ON THE TERMS AND CONDITIONS SET FORTH ABOVE FOR THE FOLLOWING LIFT RESERVATION(S):

Not to exceed **\$6,653,696** in LIFT Funding

By: Northwest Housing Alternatives



Trell Anderson, Executive Director

Date: 3/17/2023



From: CPF Grants <CPFGrants@hud.gov>

Sent: Monday, January 23, 2023 5:47 PM

To: Wilson, Trent <TWilson2@clackamas.us>

Subject: Economic Development Initiative- Community Project Funding Recipient Information: B-23-CP-OR-1247 - Housing Authority of Clackamas County

Warning: External email. Be cautious opening attachments and links.

Dear FY2023 Economic Development Initiative/Community Project Funding Constituent:

Congratulations on obtaining EDI Community Project Funding for Fiscal Year 2023!

The Fiscal Year 2023 Omnibus (“omnibus”) contains \$2,982,285,641 in Economic Development Initiative for the purpose of Community Project Funding/Congressionally-directed grants. The FY 2023 grants portfolio will be administered by the Congressional Grants Division of the U.S. Department of Housing and Urban Development (HUD). HUD refers to these grants as Economic Development Initiative / Community Project Funding (EDI/CPF) grants. More information can be found here: [Division L - THUD Statement FY23.pdf \(senate.gov\)](#) [\[appropriations.senate.gov\]](#) starting on page 165.

To get you started, we have provided information about actions you can take now and additional information on the Federal requirements that govern these grants. Your grant identification number is included in the subject line. Please use that for all future correspondence.

Within approximately 30 days we will send an email to you that provides the Grant Award Letter (GAL) and various grant award materials. The letter outlines the requirements for the award and provides guidance on what forms and documents HUD will need from you to make these funds available to you.

We ask that you be prepared to provide information such as organization’s Authorized Representative and submit the narrative and budget for the entire project. HUD does not receive the application materials that grantees previously sent to Congress; HUD encourages grantees to send this material to HUD as part of the submission of their project narrative and budget for both the grant agreement and environmental review processes.

You will also receive a Grant Agreement and other forms to complete, sign, and submit. Once we receive and verify the information requested in the GAL, we will send you the fully executed Grant

Agreement and guidance that you will use to finalize setting up your account in our financial system to access the grant funds. (For a visual of the process, please see Process Flow on page 5.)

EDI/CPF grants are subject to a number of Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process, including in upcoming webinars. The most essential requirements include:

- **Administrative Requirements:** EDI/CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation law, regulation, and Executive Order.
- HUD defines the "Federal Nexus" for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- For FY2023 grants, the date of the FY2023 enactment is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment, once a full environmental review is completed. (See Process Flow on page 5.)
- Note the following:
 - An environmental review must be completed before HUD funds and new commitments of non-HUD funds can be used on a project.
 - HUD has completed a Part 50 programmatic environmental review covering most soft costs for all FY23 CPF grants. Reimbursable CPF Soft costs covered by HUD's Part 50 review can be incurred from the date of legislative enactment on December 29, 2022. Taking or entering into new choice-limiting actions are not permitted after enactment of the omnibus until the environmental review process is complete. In addition, HUD will not be able to fund a project where work that occurred after enactment of the appropriations Act has resulted in unmitigable environmental harm.
 - Examples of Choice Limiting Actions include acquisition, leasing, rehabilitation, demolition, new construction, ground disturbance work such as clearing, grading or grubbing, and entering into contracts for these activities. HUD's prohibition on choice limiting actions can be found at 24 CFR 58.22.

- Because only “eligible costs” may be reimbursed, the Omnibus does not permit the reimbursement of costs that were not incurred in compliance with Federal environmental law, regulations and Executive Orders.
- After enactment, grantees **may not** enter into construction contracts or make other choice limiting commitments or actions, including making a commitment of HUD or non-HUD funds to the project, until the environmental review process is complete.
- The environmental review **must** be performed by a Responsible Entity under 24 CFR Part 58 or by HUD under 24 CFR Part 50 for every project or purpose authorized.
- Additional information about environmental review compliance will be provided to grantees. In the meantime, basic orientation materials to the HUD environmental review process can be found here:
<https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview> [hudexchange.info]

If you have questions or need technical assistance, please contact us at CPFGrants@hud.gov and include your grant identification number and grant year.

HUD looks forward to working with you on this important funding opportunity!

Sincerely,

Robin Keegan

Deputy Assistant Secretary for Economic Development

Community Planning and Development

U.S. Department of Housing and Urban Development



Bench mark		Grantee Action
Actions that you, as the grantee, can take now	Sign up for SAMS	Register at SAM.gov [sam.gov].
	Learn about Crosscutting Requirements	<p>CPF Grants are subject to “cross-cutting” requirements which include, but are not limited to, compliance with environmental review, financial management, fair housing standards, and non-discrimination standards. https://www.hud.gov/program_offices/comm_planning/economic_development_initiative_community_project_funding_grants [hud.gov].</p> <p>More information will be included in the Grant Award Letter.</p>
	Prepare to Initiate Environmental Review Requirements	<p>All projects funded by HUD are subject to requirements under the National Environmental Protection Act (NEPA) (24 CFR Part 50 and 24 CFR Part 58.)</p> <p>HUD grantees must not spend <u>ANY</u> project funds, except for soft costs covered by HUD’s Part 50 environmental review, until the project completes a project-specific environmental review, and receives HUD approval, if applicable. Therefore, you are encouraged to commence the environmental review process for your project as soon as possible.</p> <p>The environmental review must be completed by a “Responsible Entity” (RE) as defined at 24 CFR 58.2(7) or by HUD. An RE is the unit of general local government within which the project is located that exercises land use responsibility, or the Indian Tribe or Alaskan Native Village jurisdiction within which the project is located that exercises land use responsibility. In the event that an RE declines to assume responsibility for the environmental review, you must request that HUD complete the environmental review under 24 CFR Part 50.</p> <p>As a clarification, grantees can incur soft costs after enactment, and can reimburse those soft costs after the execution of the grant agreement.</p> <p>Identify your nearest HUD Regional Environmental Officer here: https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/#region-i-regional-and-field-environmental-officers [hudexchange.info]. Further information on the environmental requirements can be found here: https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview [hudexchange.info].</p>

		<p>HUD will also be providing trainings on environmental review. HUD has also initiated a technical assistance “Ask A Question” (AAQ) Desk for environmental review to support grantees in navigating the environmental review requirements. You can access the AAQ desk here: https://www.hudexchange.info/program-support/my-question/hudexchange.info</p>
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**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

Grantee Name: Housing Authority of Clackamas County

Grantee Address: 13930 Gain St. Oregon City, OR 97045

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-23-CP-OR-1247

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Housing Authority of Clackamas County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$4,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY:

Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

The Hillside Master Plan envisions a mixed-income development with mixed-use apartment buildings, walk-up apartments, and townhouses, the majority of which will be affordable to households at 60% AMI and below. The Hillside Redevelopment will include up to 500 new housing units replacing 100 near-obsolete, low-density single story bungalows. Constructed in 1942, Hillside Park is Oregon's oldest public housing development. A recent condition assessment found the property warrants demolition and redevelopment versus rehabilitation to ensure safe and sanitary housing. Afterwards, a comprehensive master planning process ensued to contemplate the future redevelopment of the site, and was approved in late 2021 by Milwaukie City Council. Passage of the Tri-County Metro Affordable Housing Bond measure provides HACC with a unique opportunity to utilize its existing public housing to leverage public and private resources to substantially increase affordable housing opportunities in Clackamas County. However, the costs associated with infrastructure are not eligible uses under the LIHTC or the Metro Affordable Housing Bond programs. The community has committed local dollars but needs a federal investment to make the project a success for low income residents. These funds will support the development of more affordable housing at a time of exceptionally high demand.

Federal funds will be used for:

- demolition and site prep
- vacating existing roadways and utilities
- installing new stormwater and sewer infrastructure
- building multimodal roads and pedestrian walkways
- updating public transit amenities and accessibility
- The Hillside Redevelopment will create ~600+ construction and design jobs and provide affordable housing accessible to high frequency
- bus and light-rail.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

APPENDIX 2 – Approved Budget

Costs	Amount	Status of Phase (Not Yet Begun In Progress, or Completed)	Comments and/or Details
Acquisition	\$ 9,500,000.00	In Process	
Soft Costs, Design, Permitting/Planning	\$ 33,100,000.00	In Process	
Construction/Renovation	\$ 153,500,000.00	In Process	
Site Work	\$ 25,000,000.00	In Process	
Equipment	\$ 810,000.00	In Process	
Other (please elaborate in comments/details)			
Total Cost	\$ 221,910,000.00		

Funding	Amount	Status of Funding (eg: application submitted, funding awarded, funding received)	Comments and/or Details
Funding, HOME funding, federal tax credits, etc.)			
1. 4% Equity	\$ 85,560,000.00	Application in process	
2.			
3.			
Local or State Government Funding (eg: bond votes, tax credits, etc.)			
1. Metro Bond	\$ 35,000,000.00	Funding Awarded	
2. State LIFT Funds	\$ 8,000,000.00		
3.			
Private or Nonprofit Funding (United Way, individual donations, etc.)			
1.			
2.			
3.			
Project Income (If the project requires income for sustainability, the project be sustained through fees, ratepayers, etc.)			
1. First Mortgage	\$ 83,000,000.00	non-competitive	
2. Cashflow prior to stabilization	\$ 5,350,000.00	non-competitive	
3.			
Other Sources (please elaborate in comments/details)			
Congressionally Directed Spending Request for Fiscal Year 2023	\$ 5,000,000.00	Application Submitted	
Total Funding	\$ 221,910,000.00		

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☒ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
	%	
	%	

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters****Reporting of Matters Related to Grantee Integrity and Performance***1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OR-1247**

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

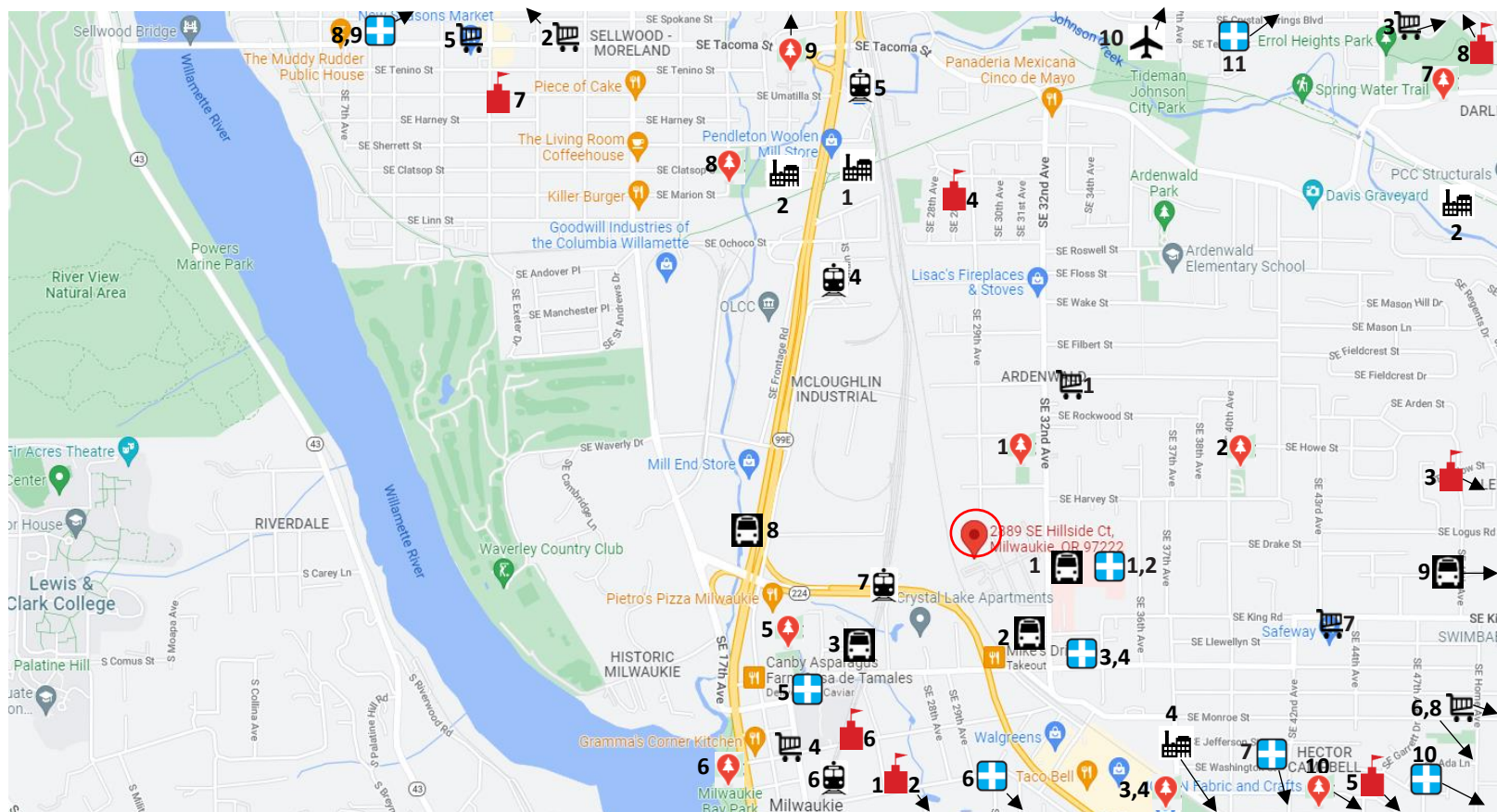
A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

MILWAUKIE - VICINITY MAP

2889 SE Hillside Ct. #307 Milwaukie, OR 97222



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 32nd & Hillside (0.2 mi)
2. SE Harrison & 31st (0.4 mi)
3. SE Harrison & 24th (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)