

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 19-5009
EXECUTION OF AN INTERGOVERNMENTAL)
AGREEMENT WITH THE CITY OF BEAVERTON) Introduced by Interim Chief Operating
FOR IMPLEMENTATION OF THE METRO) Officer Andrew Scott in concurrence
AFFORDABLE HOUSING BOND MEASURE) with Council President Lynn Peterson

WHEREAS, on June 7, 2018, the Metro Council adopted Resolution No. 18-4898, referring to the Metro area voters Ballot Measure 26-199 authorizing general obligation bond indebtedness to fund affordable housing (the "Housing Bond Measure"); and

WHEREAS, on June 28, 2018, the Metro Council passed Ordinance 18-1423 establishing that affordable housing is a "matter of metropolitan concern" and exercising jurisdiction over functions related thereto; and

WHEREAS, on November 6, 2018, the voters approved the Housing Bond Measure, providing Metro with the authority under the laws of the State of Oregon and the Metro Charter to issue bonds and other obligations payable from ad valorem property taxes for the purpose of financing and identifying funds to be used for affordable housing; and

WHEREAS, on January 31, 2019, the Metro Council adopted Resolution No. 19-4956, approving the Metro Housing Bond Measure Program Work Plan (the "Work Plan"), which, among other things, provided that the Housing Bond Measure program would primarily be implemented by local jurisdiction partners who have created individualized plans (each, a "Local Implementation Strategy") to (a) achieve certain unit productions targets, (b) advance racial equity, and (c) ensure community engagement in program implementation; and

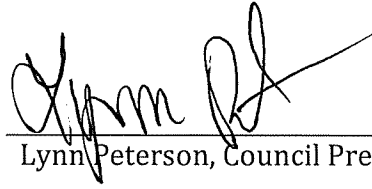
WHEREAS, the City of Beaverton has created a Local Implementation Strategy, which strategy was reviewed by the Affordable Housing Bond Community Oversight Committee and has been recommended to the Metro Council for approval; and

WHEREAS, in accordance with the Work Plan, Metro staff has negotiated terms and conditions under which Housing Bond Measure funding will be provided to the City of Beaverton, which terms and conditions are set forth in the proposed intergovernmental agreement attached hereto as Exhibit A; now therefore

BE IT RESOLVED that the Metro Council:

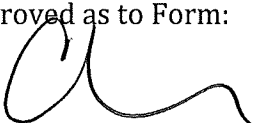
Authorizes the Metro Chief Operating Officer to enter into an intergovernmental agreement with the City of Beaverton substantially in the form attached hereto as Exhibit A.

ADOPTED by the Metro Council this 21st day of November, 2019.



Lynn Peterson, Council President

Approved as to Form:



Carrie MacLaren, Metro Attorney



Intergovernmental Agreement

Affordable Housing Bond Measure Program IGA

Metro Contract No. XXXXX

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and City of Beaverton ("Local Implementation Partner" or "LIP"), located at 12725 SW Millikan Way, Beaverton OR, 97005, and is dated effective as of the last day of signature set forth below (the "Effective Date").

RECITALS

A. The electors of Metro approved Ballot Measure 26-199 on November 6, 2018 (the "Bond Measure"), authorizing Metro to issue \$652.8 million in general obligation bonds to fund affordable housing (the "Bonds").

B. On January 31, 2019, the Metro Council adopted Resolution No. 19-4956, which, among other things, provides that Metro will distribute a portion of the proceeds of the Bonds (the "Bond Proceeds") to eligible local government affordable housing implementation partners, and LIP is a participating local government partner eligible to receive Bond Proceeds.

C. The parties desire to enter into this Agreement to provide the terms and conditions under which Metro will provide Bond Proceeds to LIP to implement the Bond Measure goals, requirements, and restrictions set forth in the Work Plan.

AGREEMENT

1. Definitions. In addition to the definitions above, capitalized terms used in this Agreement have the definitions set forth in this Section 1.

1.1. "Administrative Costs" means Capital Costs that are not Direct Project Costs, including general program administrative expenses (e.g. staff support and overhead costs attributable to Bond Measure program implementation), expenses related to community engagement and outreach, and payments to third-party consultants (e.g. realtors, appraisers, surveyors, title insurers, environmental evaluators, designers, and engineers).

1.2. "Administrative Share" means that portion of the Bond Proceeds totaling \$575,591.

1.3. “Affordable Housing” means land and improvements for residential units occupied by low-income households making 80% or less of area median income, consistent with the intents and purposes of the Bond Measure.

1.4. “Affordable Housing Project(s)” or “Projects” means Affordable Housing that is developed, built or acquired by LIP using Bond Proceeds, or supported by LIP through grants or loans of Bond Proceeds, burdened by a Restrictive Covenant.

1.5. “Area Median Income” or “AMI” means median gross household income, adjusted for household size, for the Portland, Oregon metropolitan statistical area as established each year by HUD.

1.6. “Capital Costs” means costs of Affordable Housing that are capitalizable under generally acceptable accounting principles (GAAP), which costs include the costs of capital construction, capital improvements or other capital costs, as those terms are defined by the relevant provisions of the Oregon Constitution and Oregon law (including ORS 310.140).

1.7. “Concept Endorsement” is as defined in Section 4.1, below.

1.8. “Conversions” means conversion of existing, occupied market-rate housing units to Affordable Housing units burdened by a Restrictive Covenant.

1.9. “Direct Project Costs” means Capital Costs that are expended for the acquisition, development, or construction of an Affordable Housing Project.

1.10. “Disbursement Request” is as defined in Section 4.3, below.

1.11. “Eligible Share” means that portion of the Bond Proceeds totaling \$31,140,595.

1.12. “Final Approval” is as defined in Section 4.2, below.

1.13. “LIS” means the LIP’s local implementation strategy document adopted by LIP and attached to this Agreement as **Exhibit A**.

1.14. “LIS Annual Progress Report” is as defined in Section 9.1, below.

1.15. “New Construction” means development and construction of a new Affordable Housing Project.

1.16. “Oversight Committee” means the Affordable Housing Bond Community Oversight Committee created pursuant to Metro Code Section 2.19.260.

1.17. “Project Funds” means that portion of Eligible Share committed through the Project approval process set forth and distributed in accordance with Section 4.

1.18. “Property Acquisitions” means real property acquisitions by LIP to be used for future development of an Affordable Housing Project.

1.19. “Regional Investment” is as defined in Section 2.2, below.

1.20. "Regional Site Acquisition Program" means the program implemented by Metro to use Bond Proceeds to acquire and develop regionally significant sites for Affordable Housing.

1.21. "Restrictive Covenant" is as defined in Section 5, below.

1.22. "Term" is as defined in Section 11.1, below.

1.23. "Unit Production Targets" means those targets set forth in Section 2.1 below, and include the "Total Unit Target," the "30% or Below Target," the "31%-60% Unit Target," the "61-80% Cap," and the "Two-Bedroom+ Target," each as defined in Section 2.1.

1.24. "Unit(s)" means residential units in an Affordable Housing Project.

1.25. "Work Plan" means Metro's Affordable Housing Bond Measure Program Work Plan adopted by the Metro Council by Resolution 19-4956, as subsequently amended by the Metro Council on October 17, 2019 by Resolution 19-5015.

2. Unit Production Targets

2.1. Unit Production Targets. LIP hereby agrees to adopt and take all necessary and appropriate action to implement the Unit Production Targets set forth below. The parties anticipate the LIP's Unit Production Targets will be met using a combination of funds, including LIP's Eligible Share and Metro's Regional Investment. LIP's failure to make reasonable progress towards meeting its Unit Production Targets, in accordance with the timeline attached hereto as **Exhibit B**, is grounds for termination of this Agreement by Metro as provided in Section 11, after which Metro shall have no further obligation to distribute the Eligible Share.

2.1.1. Total Unit Target: 218. This is the minimum total number of Units to be built or acquired using LIP's Eligible Share. Should LIP build or acquire additional units above the Total Unit Target using its Eligible Share, those units may be occupied by households earning anywhere between 0-80% so long as 30% or Below Target and the 31%-60% Unit Target have been satisfied.

2.1.2. 30% or Below Target: 89. This is number of the Total Unit Target that will be restricted to households earning 30% or less of AMI, in accordance with the terms of the Restrictive Covenant.

2.1.3. 31%-60% Unit Target: 107. This is number of the Total Unit Target that will be restricted to households earning 31%-60% of AMI, in accordance with the terms of the Restrictive Covenant.

2.1.4. 61-80% Cap: 22. This is the maximum number of units contributing to the Total Unit Target that may be restricted to households earning 61-80% of AMI.

2.1.5. Two-Bedroom+ Target: 109. This is number of the Total Unit Target that will be two bedrooms or more.

2.2. Impact of Regional Program. Metro will use ten percent of the total Bond Proceeds to fund and operate its Regional Site Acquisition Program. The parties expect that Metro's Site Acquisition Program will spend approximately \$3,460,066 within LIP's jurisdictional boundary (the "Regional Investment"). Units created in projects that utilize Regional Investment will contribute towards LIP's Unit Production Targets, unless otherwise agreed to by the parties. Metro will make good faith efforts to coordinate and consult with LIP to ensure Metro's decisions regarding the Regional Investment support LIP in reaching its Unit Production Targets. Once LIP has spent or has committed to spend 75% of its Eligible Share, if Metro has not yet spent, or committed to spend, the Regional Investment, then the parties will meet to discuss potential alternative options for how the Regional Investment could be spent by Metro to support LIP's remaining Unit Production Targets. If following such meeting the parties are still unable to identify opportunities for collaboration or agreeable potential alternative options, then LIP's Unit Production Targets will be reduced by the lesser of (a) ten percent or (b) the proportionate share equal to the amount of Regional Investment Metro has not yet spent.

3. Local Implementation Partner's Eligible Share.

3.1. Direct Project Costs; Consistency with LIS. Subject to the terms and conditions of this Agreement, including Section 4, below, and the requirements, limits, and restrictions set forth in both the Work Plan and the Bond Measure, Metro will provide to LIP the Eligible Share on a Project-by-Project basis. LIP may only spend the Eligible Share on Direct Project Costs that are consistent with its LIS, as determined by Metro, in Metro's reasonable discretion, and will spend no portion of the Eligible Share on Administrative Costs.

3.2. Public or Private Ownership. LIP may use its Eligible Share to support the creation of Affordable Housing that is either privately or publicly owned. The Eligible Share may be contributed to privately-owned Projects in the form of loans or grants on terms approved by LIP. The identification and selection of a Project will be at the discretion of LIP, provided, however, all Project selections must comply with the LIS and contribute towards the Unit Production Targets. Publicly-owned Affordable Housing financed with the LIP's Eligible

Share must contribute to the Unit production Targets and must comply with the LIS and the terms and conditions of this Agreement, including, without limitation, the same Project approval process and requirements provided for in Section 4 below.

3.3. Approved Project Types. LIP may use its Eligible Share only for the types of projects described in the Work Plan. As of the Effective Date, the Work Plan sets forth the following approved types of Affordable Housing Projects: (a) New Construction, (b) Conversions, and (c) Property Acquisitions.

4. Metro Approval Process; Disbursement of Funds; Repayment

4.1. Concept Endorsement. In order for LIP to receive a disbursement of its Eligible Share to fund a New Construction or Conversion Project, LIP must receive an initial funding commitment for such Project (the "Concept Endorsement") from Metro. LIP's request for a Concept Endorsement must include general project information, including a project narrative, preliminary sources and uses information, a draft project site plan, copies of relevant due diligence documents, and any other information Metro deems reasonably necessary to issue a Concept Endorsement. Metro will issue the Concept Endorsement to LIP upon Metro's determination that (a) the Project will reasonably contribute to the Unit Production Targets relative to the amount of the Eligible Share LIP proposes to use for the Project; and (b) the Project will be consistent with the LIS, the Work Plan and the Bond Measure.

4.2. Final Approval. In order for LIP to use its Eligible Share for an Affordable Housing Project, LIP must have received final approval from Metro, as described in this section ("Final Approval"). Metro will issue Final Approval to LIP upon Metro's determination that (a) the proposed Project reasonably contributes to the Unit Production Targets relative to the amount of the Eligible Share proposed to be used for the Project; and (b) the Project is consistent with the LIS, the Work Plan, and the Bond Measure. LIP's request for Final Approval will include the Project information described above in Section 4.1, as well as any additional information Metro reasonably requests related to the finalized development program, including design development drawings and an updated sources and uses budget. If after receiving Final Approval, the amount of the Eligible Share initially proposed and approved increases or the Project's unit count, bedroom mix, or affordability level changes, then LIP must submit an amended request for Final Approval for the Project. Metro will review such an amended request (along with any related Disbursement Request) expeditiously, making best efforts to accommodate LIP's anticipated Project closing timeline.

4.3. Disbursement. Following Metro's Final Approval of LIP's proposed use of its Eligible Share for an Affordable Housing Project, LIP may request disbursement of the Project Funds from Metro ("Disbursement Request"). Such request will be made in writing (a) no more than 45 days and (b) no less than 10 business days prior to any anticipated closing or need for use. The Disbursement Request will include: (a) a certification from LIP to Metro that the Project information LIP provided to Metro in connection with its request for Final Approval has not changed or been modified in any material way; (b) a completed draft of the proposed Restrictive Covenant that LIP intends to record against the Project in accordance with Section 5 below, (c) a list of finalized sources and uses, (d) a final construction contract schedule of values, if applicable, and (e) wiring instructions or other instructions related to the transmittal of funds. LIP will provide to Metro any other information as Metro may reasonably request related to the Project. Metro will review Disbursement Requests expeditiously and will disburse funds within 10 business days of receiving a completed Disbursement Request.

4.4. Project Failure and Repayment. LIP will use the Project Funds strictly in accordance with the manner and method described in the Final Approval. If the Project financing transaction for which disbursement was sought fails to close within sixty (60) days after Metro disburses the requested funds, then, unless otherwise directed in writing by Metro, LIP will immediately repay to Metro the amount of its Eligible Share disbursed for the Project, including any interest earned thereon. If LIP uses Project Funds for a Property Acquisition, and is thereafter unable to make substantial progress, as reasonably determined by Metro, towards the development of Affordable Housing on the property within four (4) years following the closing date of the Property Acquisition (or such other time period agreed to in writing by Metro), LIP will repay to Metro the amount of the Eligible Share disbursed for the Property Acquisition. LIP acknowledges and expressly affirms its repayment obligations set forth in this section even if such failure is through no fault of LIP. LIP's remaining Eligible Share will be adjusted and increased to reflect such repayment.

5. Affordable Housing Restrictive Covenant.

5.1. General Provisions and Recording Obligations. For all Projects that receive Bond Proceeds, LIP will ensure an affordable housing restrictive covenant (a "Restrictive Covenant") is recorded on the title to the land that comprises the Project. The Restrictive Covenant must be recorded at closing, or upon LIP's contribution of the Bond Proceeds to a Project. LIP will provide Metro a copy of the recorded Restrictive Covenant within ten (10) business days following its recording. If for any reason LIP fails to record a Restrictive Covenant

in accordance with this section, Metro may, at its sole option and upon written notice to LIP, terminate this Agreement in accordance with Section 11, in which case LIP will refund Metro the Bond Proceeds disbursed to LIP for such Project.

5.2. Form for Property Acquisitions. For Property Acquisitions, the Restrictive Covenant will be granted to Metro directly, be recorded in such priority approved by Metro, and shall be substantially in the form attached hereto as **Exhibit C**, or as otherwise approved by Metro.

5.3. Form for New Construction and Conversion Projects. For New Construction Projects and Conversion Projects, the Restrictive Covenant will (a) acknowledge the use of Bond Measure funds, (b) include applicable long-term affordability restrictions, (c) burden the property for a minimum duration of sixty (60) years or thirty (30) years for Conversion Projects where the building is more than ten (10) years old), (d) provide monitoring and access rights to LIP and Metro, (e) name Metro as a third-party beneficiary and (f) unless otherwise agreed to in writing by Metro, be recorded in a priority position only subject to and subordinate to a primary first mortgage or deed of trust and State low-income housing regulatory agreements. The monitoring, access and third party beneficiary language will be subject to Metro's review and approval during the Final Approval process. LIP acknowledges that such language will require Projects to provide to Metro certain data (including financial reports, physical inspection reports, and tenant data) typically collected and prepared by Oregon Housing and Community Services. Metro acknowledges that the Restrictive Covenant may provide for a waiver or temporary relief from the limitations on qualifying income, in order to address incomes rising in place to avoid undue hardship or displacement, or to conform to other regulatory or policy requirements.

6. Project Information Reports; Funding Recognition

6.1. Project Information and Updates. Upon Metro's disbursement of Eligible Share for any particular Project, LIP will provide Metro with regular updates regarding Project construction and completion. LIP will notify Metro of any events during construction that materially affect the Project, including (a) significant extensions of the Project schedule, (b) significant increases to the Project budget, (c) any notices of default issued by LIP or other Project lenders, or (d) any other changes that impact the quality or nature of the Project described in the Final Approval process. If any such material events occur during Project construction, LIP will provide Metro with any additional information Metro reasonably requests related to such events. In addition to providing the general Project updates and information

described above, LIP will provide Metro with the documents listed on the attached **Exhibit D** at the Project milestones referenced therein.

6.2. Funding Recognition. LIP will publicly recognize Metro and the Bond Measure in any publications, media presentations, or other presentations relating to or describing Projects receiving Bond Proceeds. LIP will coordinate with Metro in selecting the date and time for any event recognizing, celebrating or commemorating any Project ground-breaking, completion, ribbon cutting or opening, and provide Metro an opportunity to participate. LIP will ensure that the Bond Measure is officially recognized as a funding source at any such event, and will provide a speaking opportunity for the Metro elected official representing the district in which the Project is located, if such opportunities are provided to LIP or other public officials.

7. Administrative Funding. Subject to the terms and conditions of this Agreement, and the requirements and restrictions set forth in both the Work Plan and the Bond Measure, Metro will provide LIP the Administrative Share. Within thirty (30) days of the Effective Date, Metro will disburse to LIP its Administrative Share in accordance with the schedule set forth on Exhibit B attached to this Agreement. Interest earnings on the Administrative Share while held by LIP may be retained by LIP, provided such interest is used for affordable housing, residential services, or supportive services for residents of affordable housing. Metro's obligation to distribute the Administrative Share is conditioned on LIP making reasonable progress towards its Unit Production Targets, as reasonably determined by Metro in accordance with the timeline set forth on the attached Exhibit B.

8. General Obligation Bonds. All Bond Proceeds disbursed to LIP pursuant to this Agreement (including both the Eligible Share and the Administrative Share) are derived from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11 and 11b of the Oregon Constitution. LIP covenants and agrees that it will take no actions that would adversely affect the validity of the Bonds or cause Metro not to be able to levy and collect the real property taxes imposed to repay these bonds, which are exempt from Oregon's constitutional property tax limitations. LIP further covenants and agrees that (a) all Bond Proceeds disbursed hereunder will be used only to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Costs (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds; and (b) within ten (10) days of the event, LIP

will disclose to Metro any events that are required to be included in Metro's continuing disclosure obligations as the issuer of the general obligation bonds. If LIP breaches the foregoing covenants, LIP will immediately undertake whatever remedies or other action may be necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, repayment to Metro of Project Funds.

9. LIP Required Annual Reporting

9.1. Local Implementation Strategy Progress Reports. By the end of each calendar year of the Term, or until LIP has fully expended its Eligible Share, LIP will provide a report to Metro summarizing its LIS progress and outcomes (the "LIS Annual Progress Report"). LIP will create the LIS Annual Progress Report using a template provided by Metro, which template Metro will develop with input from all participating local government partners receiving Bond Proceeds. The Oversight Committee will review the LIS Annual Progress Report and may recommend changes to the LIS to achieve the Unit Production Targets and to better align the LIS with the Work Plan. LIP agrees to participate fully in such annual review process; provided, however, the LIS may be revised or amended only upon written agreement by both LIP and Metro. Failure by LIP to agree to a proposed amendment will not constitute an event of default.

9.2. Financial Eligible Share Reports. Beginning with Metro's first disbursement of any portion of the Eligible Share to LIP for a Project, and continuing each year thereafter, on or before September 15 of each year during the Term until Unit Targets are completed and/or all Eligible Share is disbursed, LIP will provide an annual financial report to Metro containing (a) an itemized list of LIP's expenditure of Project Funds (and interest earnings thereon) through the end of the applicable fiscal year and (b) a certification from LIP to Metro that the Eligible Share was used only to pay for or Capital Costs.

9.3. Administrative Share Reports. On or before September 15 of each year during the Term, LIP will provide an annual report to Metro containing (a) an itemized list of LIP's expenditure of its Administrative Share (and any investment earnings thereon) through the end of the prior fiscal year detailing each entity LIP paid any portion of the Administrative Share and (b) a certification from LIP to Metro that the Administrative Share was used only to pay for or Capital Costs.

10. Audits, Inspections and Retention of Records. LIP will keep proper books of account and records on all activities associated with the expenditure of all funds disbursed by Metro under this Agreement. LIP will maintain these books of account and records in accordance with generally

accepted accounting principles through the date that is three (3) years after the anticipated maturity date of the Bonds or the anticipated maturity date of any obligations issued by Metro to refund the Bonds. Metro expects the Bonds will be outstanding until approximately May of 2039. LIP will permit Metro and its duly authorized representatives, upon prior written notice, to inspect books and records, properties, all work done, labor performed and materials furnished during normal business hours, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of Bond Proceeds received from Metro. Access to these books of account and records is not limited to the required retention period. Metro's authorized representatives will have access to records upon reasonable notice at any reasonable time for as long as the records are maintained

11. Term; Termination; Default Remedies; Dispute Resolution

11.1. The term of this Agreement commences on the Effective Date and terminates on ten years after the Effective Date (the "Term"). The expectation of the parties is that LIP will spend its Eligible Share within seven (7) years after the Effective Date and that all Projects will be completed within the Term of this Agreement. Metro will have no obligation to disburse any remaining portion of LIP's Eligible Share or Administrative Share after the expiration of the Term. The repayment obligations and indemnities set forth in Sections 4, 5, 8 and 14 survive the expiration or earlier termination of this Agreement.

11.2. Metro and LIP may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective only upon the mutual, written termination agreement signed by both Metro and LIP.

11.3. If Metro reasonably believes LIP is not spending its Eligible Share according to the terms herein or otherwise has otherwise failed to comply with the terms of this Agreement, in addition to any other rights and remedies set forth herein or available at law, or in equity, Metro has the right to immediately withhold or suspend future distributions of Eligible Share and Administrative Share. In such an event Metro will provide LIP with written notice of such determination and will thereafter proceed with the dispute resolution provisions set forth below in Section 11.4.

11.4. Metro and LIP will negotiate in good faith to resolve any dispute arising out of this Agreement. Subject to the provisions set forth below, Metro or LIP may terminate this Agreement during the term if it reasonably determines the other party has failed to comply with any material provision of this Agreement and is therefore in default. Before terminating this Agreement in accordance with this section, the terminating party will provide the other party with

written notice that describes the evidence of default and include a description of the steps needed to cure the default. From the date that such notice of default is received, the defaulting party will have 30 days to cure the default. If the default is of such a nature that it cannot reasonably be cured within 30 days, the defaulting party will have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith to cure the default. If the parties are unable to resolve any dispute within thirty (30) days of after receipt of a written notice of default or such additional time as may be needed to reasonably cure the default, the parties will attempt to settle any dispute through mediation. The parties shall attempt to agree on a single mediator. The cost of mediation will be shared equally. If the parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the parties otherwise agree. If the parties cannot agree on a mediator, or the matter is not settled during mediation, the parties will have all other remedies available at law or in equity.

12. Notices and Parties' Representatives

12.1. Any notices permitted or required by this Agreement will be addressed to the other party's representative(s) designated in this section and will be deemed provided (a) on the date they are personally delivered, (b) on the date they are sent via electronic communication, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this.

Metro:

Emily Lieb

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City of Beaverton:

Javier Mena

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503-350-4051

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13. Compliance with Law

13.1. LIP will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to its investment and expenditure of the Bond Proceeds.

13.2. LIP further recognizes that investing Bond Proceeds (through either a loan or grant) could result in a Project being a “public works” for purposes of Oregon’s prevailing wage rate law, ORS 279C.800 to 279C.870, as it may be amended from time to time. LIP will be solely responsible for ensuring that all Projects receiving Bond Proceeds comply with prevailing wage rate law, as applicable.

13.3. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. For purposes of this section, “program or activity” is defined as any function conducted by an identifiable administrative unit of LIP receiving funds pursuant to this Agreement.

14. Insurance; Indemnification; Limitation on Liability

14.1. Metro and LIP will self-insure or maintain general liability insurance and workers compensation insurance coverage. Each party is responsible for the wages and benefits of its respective employees performing any work or services related to this Agreement. LIP will add Metro as an additional insured to all commercial general, excess and umbrella liability policies. LIP will provide a certificate of insurance listing Metro as a certificate holder within 30 days of execution of this Agreement.

14.2. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, LIP will indemnify, defend, and hold harmless Metro, its elected officers and employees, from and against any and all liabilities, claims, demands, damages, actions, costs, penalties, losses and expenses (including any attorney’s fees in defense of Metro or any attorney’s fees incurred in enforcing this provision) suffered or incurred as a result of third-party claims arising out of LIP’s performance of this Agreement or resulting in whole or in part from any act, omission, negligence, fault or violation of law by LIP, its officers, employees, agents, and contractors. This indemnity includes any third-party claims related to the development, construction, operation, repair, or maintenance of Affordable Housing Projects. This indemnity provision does not apply to third-party claims resulting from the sole negligence or willful misconduct of Metro.

14.3. In no event will either party be liable to the other for, and each party releases the other from, any liability for special, punitive, exemplary, consequential, incidental or indirect losses

or damages (in tort, contract or otherwise) under or in respect of this Agreement, however caused, whether or not arising from a party's sole, joint or concurrent negligence.

15. Oregon Law, Dispute Resolution, and Forum. This Agreement is to be construed according to the laws of the State of Oregon. Any litigation between Metro and LIP arising 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.

16. No Third Party Beneficiaries. LIP and Metro are the only parties to this Agreement and are the only parties entitled to enforce its terms and the sole beneficiaries hereof. 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.

17. 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 LIP and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of any Project funded with Bond Proceeds. This Agreement is not intended to be a contract that provides for the development or construction of any Project, either directly with a construction contractor or through a developer. Metro specifically waives any provision contained in this Agreement, to the extent it is construed to provide Metro the right to manage, direct or control the developer, general contractor or the subcontractors. The rights and duties of the developer, the general contractor and the subcontractors are the subject of a separate contract or contracts with LIP to which Metro is not a party. LIP waives and releases Metro from any claims and actions related to the construction, operation, repair, or maintenance of any Affordable Housing Projects. If LIP obtains an indemnification agreement from any third-party developer or general contractor receiving Bond Proceeds under this Agreement, LIP will contractually require such party to indemnify Metro to the same extent as LIP.

18. Assignment; Merger; Entire Agreement. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by LIP without Metro's written consent. This Agreement and attached

exhibit(s) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure to enforce any provision of this Agreement does not constitute a waiver by Metro of that or any other provision. No waiver, consent, modification or change of terms of this Agreement will bind either party unless it is in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement will not constitute a waiver by that party of that provision, or of any other provision.

19. 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 hereunder and to carry out the intent and agreements of the parties hereto.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

21. No Attorney Fees. Except as otherwise set forth in Section 14 of this Agreement, in the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

22. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Metro

City of Beaverton

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Affordable Housing Bond Beaverton Local Implementation Strategy

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I. Introduction

The City of Beaverton thrives as an ethnically diverse, welcoming city, where all its residents are an essential part of the Beaverton community. As stated by Mayor Denny Doyle in his 2019 State of the City address, “We are a community that cares for every person who calls our region home. We continue to make diversity, equity and inclusion a priority.” People want to be part of this community because of the quality of life and diversity we enjoy, but many existing residents increasingly struggle to remain in Beaverton.

This Local Implementation Strategy (LIS) aims to sustain Beaverton's livability, particularly for those most in need. It will guide the city's efforts as it works to create affordable housing using the Metro Affordable Housing Bond. Beaverton is pleased to be an implementing jurisdiction of this program as these resources will play a critical role in meeting a range of important housing needs in the community, ensuring the livability discussed above. The City will strive to deploy resources and help housing projects develop expeditiously in order to minimize inflationary pressures and receive additional funding from the program should resources be available.

Principles of Autonomy & Collaboration

Three jurisdictions in Washington County will participate in implementation of the Metro Affordable Housing Bond—Washington County, the City of Hillsboro and the City of Beaverton. While each will have a separate LIS, the jurisdictions have agreed to several principles and practices with respect to the development and operation of their strategies.

- First, the three jurisdictions have agreed to share both the bond resources and the goals established for Washington County as a whole, based on the share of bond revenue generated by each of the three jurisdictions.
- Second, each jurisdiction will have autonomy in project selection, commitment of bond resources, and oversight of bond-funded projects. The jurisdictions may choose to collaborate on specific projects that will serve their individual as well as collective community needs. This may result in actual expenditure of bond proceeds across the three jurisdictions in a different blend than envisioned at the outset.
- Third, recognizing that many community partners serve the larger Washington County area, and that many residents perceive that their needs could be met without respect to jurisdictional boundaries, the three implementing jurisdictions will collaborate on community engagement efforts and on developing the partnerships that will help to ensure the success of all bond projects throughout Washington County.

Beaverton Housing Needs

Currently, Beaverton has 876 regulated affordable housing units that are disbursed across the city based on lists compiled by Metro, the City of Beaverton, Washington

County, and Oregon Housing and Community Services. Juxtaposed with the need for regulated affordable housing in Beaverton highlights a severe shortage within our community. In 2015, the City of Beaverton contracted with Angelo Planning Group and Johnson Economics to complete a Housing Strategies Report. Among other things, this report looked at demographic trends, associated housing needs, and a determination of land needs for housing over the next 20 years. The table below represents Beaverton's estimated rental housing needs over a 20-year period starting with 2016:

Total rental housing needed	4,672
Total affordable rental housing needed	2,663
Total 30% AMI (Area Median Income) rental housing needed	841
Total 60% AMI rental housing needed	1,028
Total 80% AMI rental housing needed	794

Available Resources and Framework Targets

Beaverton's Local Implementation Strategy focuses on the needs of city residents based on feedback from an in-depth community engagement process and Metro's Affordable Housing Bond Program Work Plan (Work Plan) approved by Metro Council on January 31, 2019.

The Metro Work Plan illustrates how the regional goal of creating 3,900 restricted affordable units (1,600 of which are to be available to households earning 30% or less of the Area Median Income (AMI), and 1,950 housing units which are to have two or more bedrooms) is distributed between implementing jurisdictions. From the region, **\$31,140,595** in bond proceeds is dedicated to Beaverton. The overall goal for Beaverton is to support at least **218 units of affordable housing** within the city. These may be newly built units or existing units at risk of rapidly rising rents. While affordable homeownership is an option for bond resources, the city expects to invest its portion of bond proceeds in rental housing.

Recognizing Beaverton's lowest income neighbors have the greatest challenges in securing affordable housing, and consistent with the Work Plan, Beaverton has set a goal that at least **89** of the 218 units will be affordable for households with income at or below 30% AMI. These units may serve people with special needs, people who earn low wages, or live on fixed incomes. As least **35** of these deeply affordable units will be supported with rental assistance provided by the Housing Authority of Washington County, targeting the most fragile households.

The "Tri-County Equitable Housing Strategy to Expand Supportive Housing for People Experiencing Chronic Homelessness" is a strategic plan prepared in February 2019 by the Corporation for Supportive Housing and Context in Action to provide recommendations for Clackamas, Multnomah and Washington Counties to reduce chronic or long-term homelessness for people with complex health conditions.

The plan identified a need for 226 Permanent Supported Housing units (PSH) in Washington County. PSH is an intervention for chronic homelessness, aligning deeply affordable housing with effective delivery of supportive services. The City of Beaverton strives to work with the County and other public partners to identify opportunities to include PSH units within the 89 deeply affordable units the city will fund.

An on-going funding source for services is critically important to make PSH units sustainable. If funding is made available, Beaverton will work with developers, social service agencies, Washington County, and other community partners to link supportive services to the affordable housing to ensure that residents are stable and secure.

Beaverton may explore options to include units with rents appropriate for households with incomes from 61% to 80% AMI (Low Income as defined by HUD). The need for affordable housing crosses income levels and serving higher income households can create cross subsidization for very low-income households. No more than **22** Bond-financed units will have rents at this level.

The need for rental housing crosses a range of household sizes. The private rental housing market has concentrated on small unit sizes – typically studios and one-bedroom apartments. This is also a concern voiced by Beaverton community members in many listening sessions throughout our community engagement process. This mismatch between need and available units is especially difficult for lower-income households. As a result, the Metro Bond Framework set a goal that half the units developed under the bond program must include two or more bedrooms. For Beaverton, this means that at least **109** units will include two or more bedrooms.

Advancing Racial Equity

The City of Beaverton prioritizes advancing racial equity for all its activities. The Diversity Advisory Board and Human Rights Advisory Commission inform the city's activities and advance equity through their effort and input. This is an ongoing priority of elected leadership to mitigate decades of government policy from the federal to local level that contributed to disparate outcomes for communities of color. People of color struggle disproportionately with unaffordable housing, displacement and homelessness. The implementation of the Affordable Housing Bond provides an opportunity to work to address this inequity and to meet the needs of historically marginalized communities.

Efforts and opportunities to address racial equity occur at many points in the implementation of the Affordable Housing Bond. Opportunities to advance racial equity include community engagement to plan development, project selection, and inclusion of minority businesses and workforce in the design and construction of housing with a 20% subcontracting goal of development hard and soft costs to certified minority, women, emerging and disabled veteran-owned businesses.

To ensure we are successful in meeting this goal, staff invested significant time towards meeting with minority owned subcontracting businesses and trade associations to discuss the barriers to participation and to determine solutions and steps the city can

take to overcome these barriers. Beyond this, staff formed culturally specific partnerships for outreach and services, and will continue to focus on accessible tenant selection/screening criteria processes, contracting opportunities post construction, and ongoing reporting of outcomes. The specific implementation strategies Beaverton will employ are discussed in the various sections below.

II. Strategy Development

Meaningful community engagement, especially with communities of color and marginalized communities, is the cornerstone of the LIS development. Washington County, Hillsboro, and Beaverton jointly developed an outreach plan that focused on regional and local nonprofit partners. In developing this outreach plan, equal focus was placed on reaching non-housing organizations and their constituents as housing-related service providers. To be consistent with the outreach and the information being gathered, the plan included six questions asked consistently throughout this process. As of April 30, 2019, the collaborative work of the three jurisdictions resulted in hearing from 451 community members and over 100 agencies, which represented an array of communities and interests, see Outreach Report (Exhibit 1). Efforts were made to reach low-income community members, people of color, people with limited English proficiency, immigrants and refugees, senior residents and people who have experienced housing instability. The City of Beaverton divided its outreach into two phases – Listening and Feedback.

Listening Phase

The City of Beaverton has established boards and commissions that provide input and feedback on city related activities and initiatives. 40% of the city's board and commission members self-identify as a person of color. Due to the importance the city's boards and commissions have in civic engagement, it was imperative to seek input with relevant boards and commissions as part of the LIS development. Staff made presentations to and sought input from the Beaverton Committee for Community Involvement (BCCI), Human Rights Advisory Commission (HRAC), Beaverton Committee on Aging, and the Diversity Advisory Board (DAB). Some members shared personal experiences on access to housing, affordability, discrimination, displacement, etc.

To engage the community at large, over 80 community members attended a widely publicized listening session. This listening session included city board and commission members who acted as volunteer facilitators during breakout sessions. At this session, attendees were able to vote electronically after discussing the six listening session questions in small groups to provide live input to staff throughout. Some of the key take-away from this event included a need to having access to affordable/stable housing, and the challenge of income not keeping up with housing costs/rent increases.

Included in the Outreach Report are summaries of three listening sessions that exemplify the city's community engagement efforts with underrepresented communities. These include a conversation with Habitat for Humanity constituents, an Arabic-speaking community conversation, and participation in a Latino Family Night. Attendees at

these sessions came from a wide variety of backgrounds and represented a diverse cross-section of the Beaverton population. Members of the Beaverton Iraqi community led the Arabic-language session, which allowed for more nuanced input than simultaneous interpretation. Beaverton High School's Latino Family Night invited staff to share information and hear from parents about their housing challenges. Common comments from these sessions were the need for family size housing, including a larger number of 3 and 4-bedroom units, and proximity to good schools and other amenities. At one of the sessions, one attendee said, "it's sometimes easier to get a job than it is to get housing".

Listening sessions included conversations with developers (for profit and nonprofit), general contractors, minority subcontractors and minority small business advocates. Due to limited past participation of developers in creating affordable housing in Beaverton, the conversations with developers focused on opportunities, challenges, and invitations to participate in creating quality affordable housing for the city's most in need. Conversations with contractors focused on potential cost containment and efficiencies. The conversation with minority contractor advocates represented the first step in establishing a system to connect minority subcontractors to city-funded projects, beyond city procurement. Because there are multiple contracting opportunities once an affordable housing project comes online, outreach to minority small business advocates focuses on connecting minority small businesses with property owners/property management companies for contracting opportunities.

Public Review Draft Feedback

The LIS was drafted using the Work Plan and information received through the listening and feedback phase as guides. Staff presented the draft to City Council for feedback on May 7, 2019. Thereafter, the LIS draft was available for community feedback on the city's website, as well as comments from Metro staff, members of the Metro Housing Bond Oversight Committee, and community groups engaged in the Listening phase, and trade associations interested in increasing minority and women participation in housing development projects.

Community Feedback

During the feedback sessions, staff took the opportunity to further engage community participants by asking the following three targeted questions:

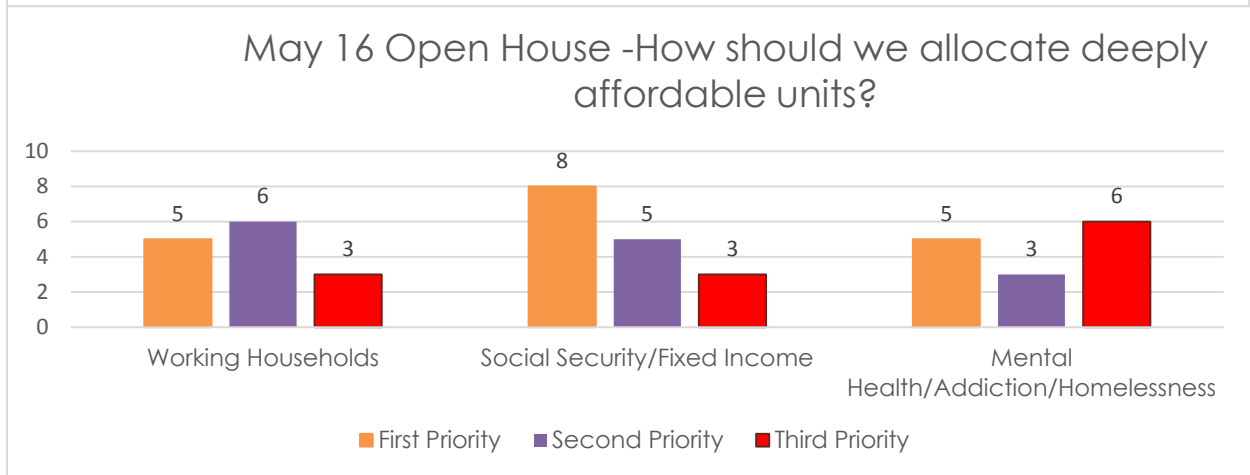
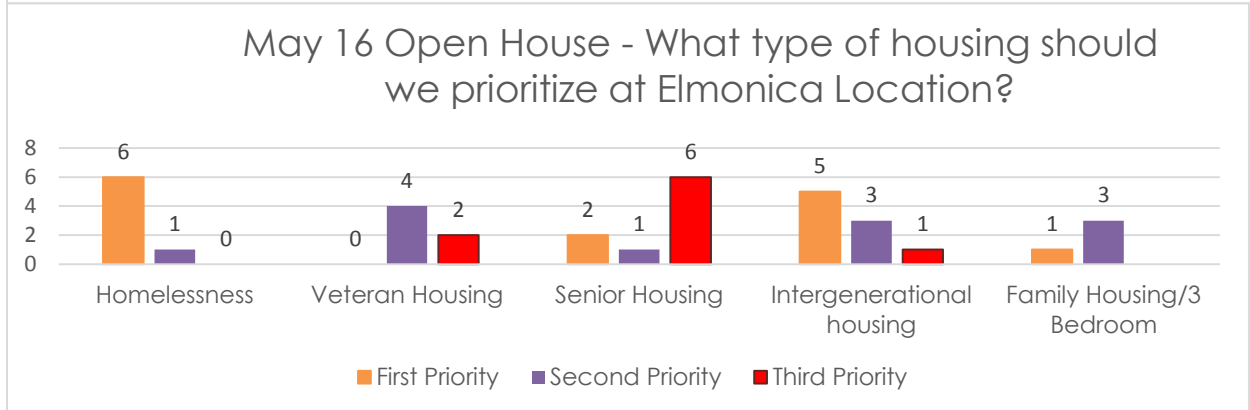
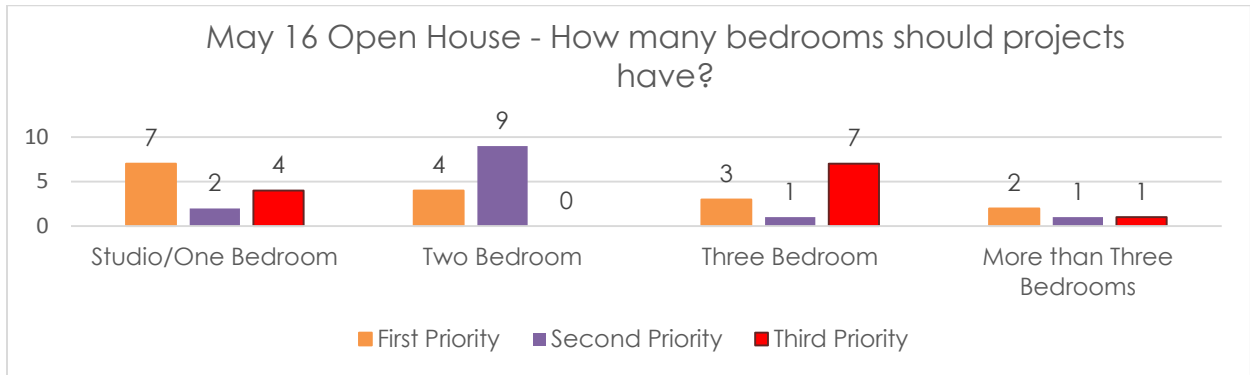
- Given the location and the need, what would you prioritize for the 60 to 80 units at the Elmonica site? (Choices listed were people experiencing homelessness, Veteran housing, senior housing, intergenerational housing, and three bedroom/family housing)
- What type of housing units do you think Beaverton has the greatest need for? (Choices listed were studio/one bedroom, two-bedroom, and three-bedroom units)
- How would you prioritize allocating deeply affordable units, knowing the need and services required are greater than available resources? (Choices listed were

- working households, Social Security households/fixed income, mental health/addictions stabilization and/or people experiencing homelessness)

The City of Beaverton hosted an Open House for residents on May 16, 2019, a follow-up session with the Arabic community using trusted facilitators, and a follow-up presentation in Spanish at the Beaverton School District Latino Night. The open house and feedback sessions were an opportunity for community members to learn more about the LIS and provide their feedback on previously mentioned questions. 33 people attended the Open House, 18 adults participated in the Beaverton School District Latino Night, and 23 adults attended the Arabic Night follow-up session.

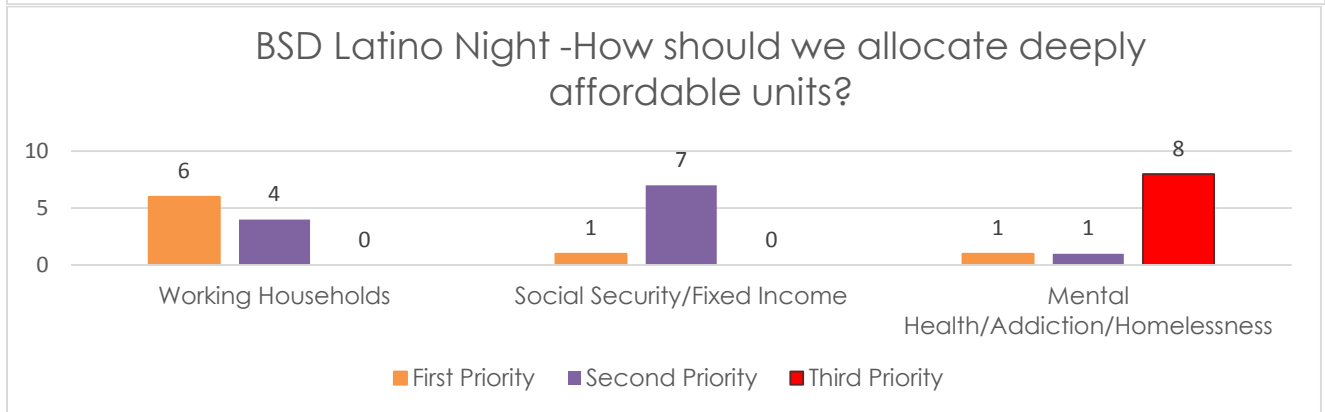
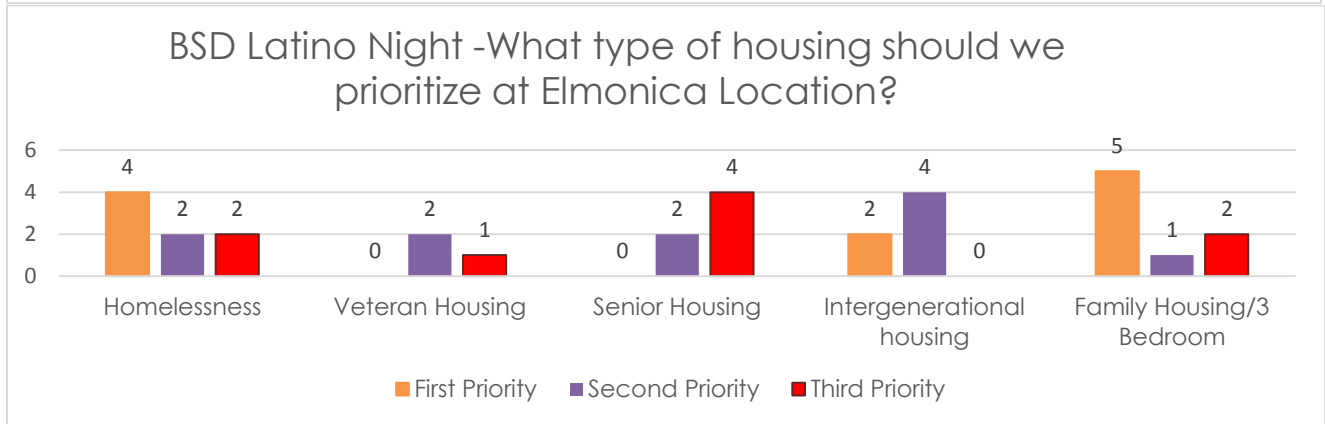
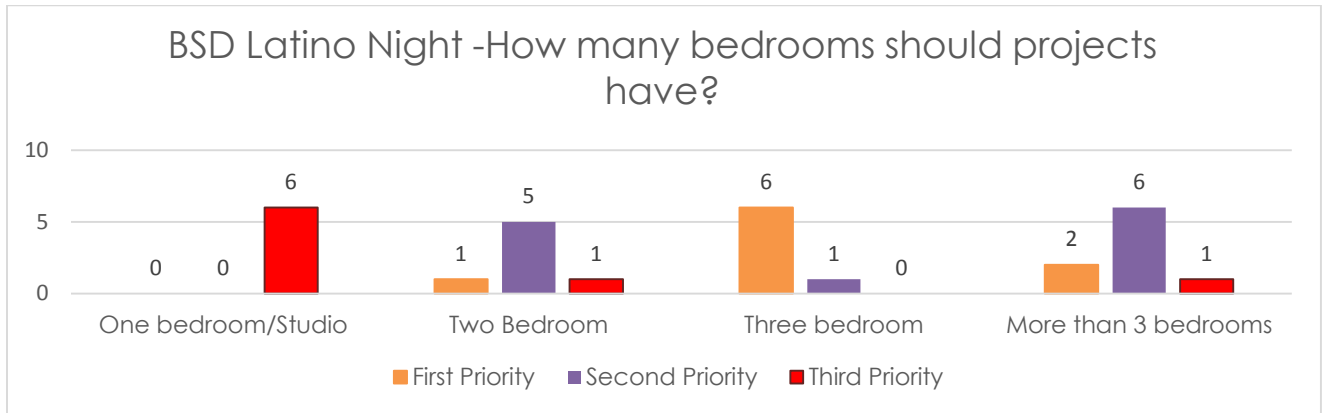
To answer the questions above, community members walked around the room with a sequence of posters designed to provide education and insight into these difficult decisions. We asked community members to vote with stickers in different colors (green for highest priority and red for lowest priority) to indicate how they would prioritize different unit types and services on three different posters. Staff were available to answer questions and feedback sheets were available for community members with more detailed comments. The same posters (translated into Spanish and Arabic) were used in follow-up sessions at the Beaverton School District Latino Night with Spanish speaking staff and for the Arabic community with staff and Arabic facilitators, who also recruited participants for the event to build trust.

May 16 Open House Results:



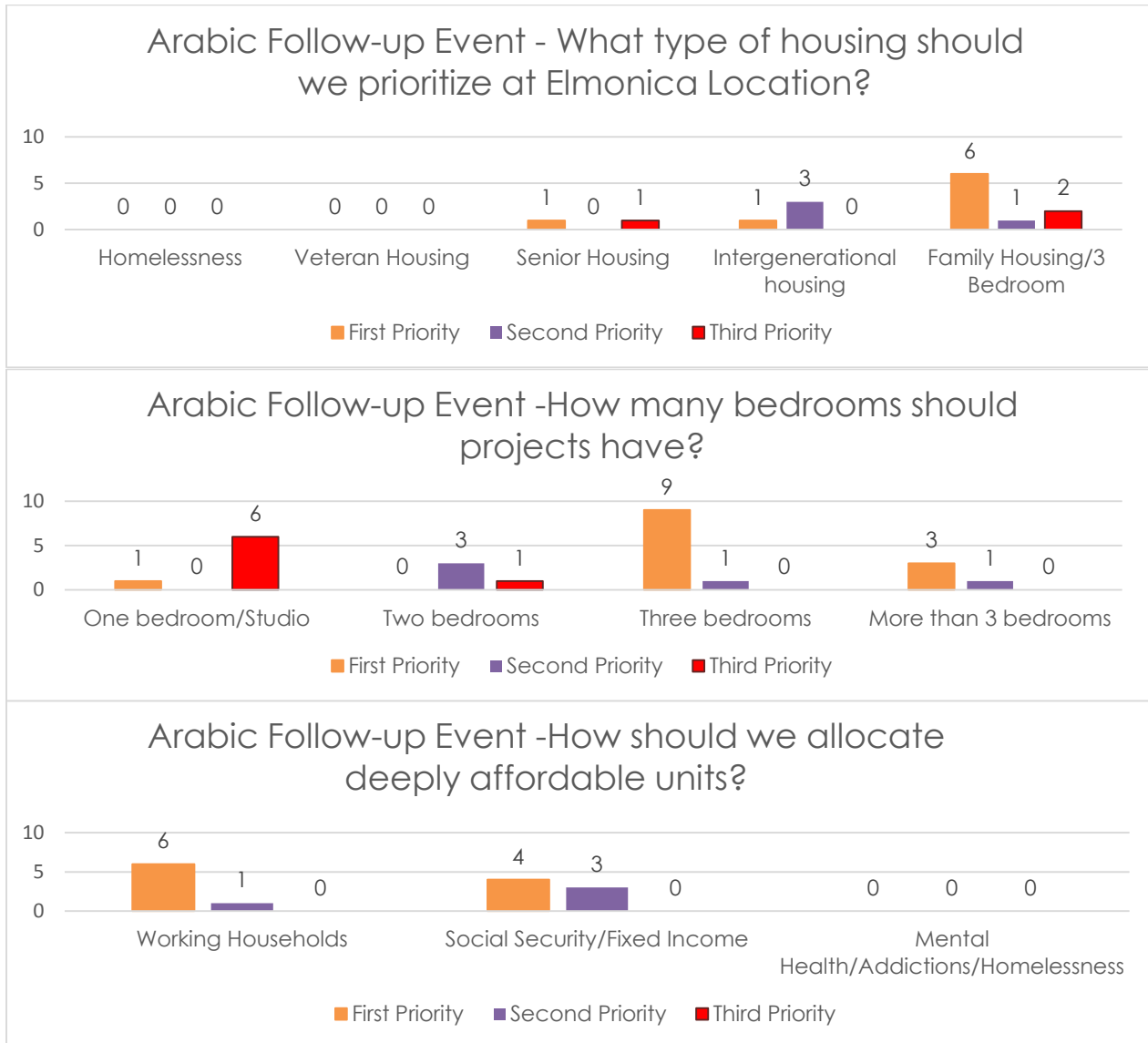
Other comments from the event included the need for separate housing for people experiencing homelessness, the need for family housing with nearby amenities and the need for pet friendly housing.

Beaverton School District Latino Night Results:



Overwhelmingly, attendees identified the need for three bedroom/family housing.

Arabic Community Follow-up Results:



Similar to the Beaverton School District event, attendees of the Arabic Community event stressed the need for three bedroom/family housing at the Elmonica site and beyond.

Trade Association Feedback

Like the community engagement process, outreach to MWESB-DV Trade Associations (COBID Registered) and pre-apprenticeship programs is ongoing. Beaverton desires to ensure contracting and employment opportunities are available to women and minority contractors. Therefore, the city is developing partnerships with agencies that can provide guidance its development partners on how to achieve established goals and connect their members to contracting opportunities. To that end, staff met with representatives of the Portland Development Business Group (PDBG), LatinoBuilt, Oregon Association of Minority Entrepreneurs (OAME), Oregon Tradeswomen, Portland's Opportunities Industrialization Center (POIC) and Constructing Hope. The city discussed upcoming opportunities created by the Metro Bond and asked for feedback. The following information was shared with staff:

- Hurdles MWESB-DVs would encounter in providing successful low bids and ideas on overcoming these hurdles
- Difficulty in developing trust with General Contractors (GC)
- Pitfalls of cold calling from the COBID registry list
- Hosting traditionally unsuccessful meet and greet events
- The need for assuring accountability from developers and GCs
- Journeyman to apprentice ratios given the ongoing construction boom in the area
- Lack of developer partnerships with MWESB-DV GCs
- Language Barriers
- Non-COBID registered small businesses
- Lastly, an overall experience of agencies/companies relying on known contractors and previous relationships

Local Implementation Strategy Approval

The community engagement detailed above led to this final LIS draft, which is scheduled to be reviewed by the Metro Housing Bond Oversight Committee on July 26, 2019, and subsequently by Metro Council. It will also be considered and approved by the Beaverton Council.

III. Implementation Phases

Implementation of Bond funded projects is expected to occur over a period of four to seven years. This timeline will allow for the identification of sites, securing needed resources for capital and services, forming partnerships with developers and service providers, procurement of projects through public solicitations, and completing construction. During this period, community needs and opportunities may change. New census data will become available, new community planning efforts may be initiated or completed, and new resources or opportunities may become available while other resources or opportunities may not materialize as anticipated. In addition, certain framework goals may be easily fulfilled, while others may prove more

challenging. Because of the dynamic nature of this work, Beaverton proposes to periodically review, and potentially alter, this Implementation Strategy. Notwithstanding the four to seven years implementation timeline, being responsive to the demonstrated community need for affordable housing is essential and Beaverton will work to fund projects as soon as possible. The Mary Ann, a Phase 1 project, has already been approved (more details about this project can be found in the Project Selection Process). In addition, the City expects to issue solicitations for two projects shortly after the Metro-City of Beaverton Intergovernmental Agreement (IGA) is approved. A third and final solicitation is expected to be issued in the spring/summer 2020.

Beaverton proposes to take a portfolio approach to implementing Bond resources, monitoring and adjusting the LIS when appropriate (Exhibit 2). Because the pace of implementation is uncertain, these review points will not occur at specific points in time, but instead will be based on the commitment of Bond resources to specific projects. Beaverton will use Exhibit 2 tracking worksheet as an addendum to this Implementation Strategy. As project commitments are made, the tracking worksheet will be updated to show balances of funds available, and the framework goals met and still to be achieved. This will provide a real-time update that can guide the selection of the subsequent projects to ensure that overall goals and resource commitments are consistent with the Metro framework. Should the tracking worksheet indicate that a modification to the adopted Implementation Strategy is advisable; the amendment process will include community engagement based on our on-going community engagement process, review and approval by the Beaverton City Council, and submission to Metro for review and approval.

IV. Organizational Plan for Implementation

Beaverton will use a combination of staff and consultants to administer this Implementation Strategy. In-house staff will be responsible for community engagement and outreach, project selection process, project documentation and funding processes, as well as overall program monitoring and reporting. Beaverton may engage consultants with expertise in financial packaging of affordable housing to review proposed projects during the selection and commitment phases. Similarly, Beaverton may engage consultants or partner with other project funders to leverage their expertise in construction management to help oversee project development.

Some aspects of implementation will require the development of systems new to Beaverton, or that are not efficient at the scale of the handful of projects that are expected to be funded with the Housing Bond. Depending on the activity, either Beaverton will create its own tracking/compliance system or may work with Metro or other jurisdictions to create effective implementation strategies.

In addition to the city's General Fund dollars supporting the housing staffing necessary to implement the bond, Metro has also committed \$655,591 over five years to augment Beaverton's staffing plan for bond implementation. Initially, Beaverton anticipates these

funds will support the addition of one full time equivalent position for community engagement, racial equity work, and monitoring restricted covenants via regulatory compliance agreements. City Council approved this new position effective April 1, 2019.

V. Project Selection Process

Beaverton will work in partnership with developers/owners that are skilled and interested in providing affordable housing and services in the community. The City of Beaverton itself does not intend to be a developer or owner of housing funded under the Bond. Beaverton expects that the Bond funds will provide support for **four projects**.

The City of Beaverton is in the process of creating a Housing Technical Advisory Group (HTAG), which will provide feedback to staff and advise the Mayor on affordable housing related matters, including Housing Bond projects. Like other City of Beaverton advisory groups, every attempt will be made to ensure gender/ethnic diversity as well as industry and end-user expertise.

The city's Real Estate Committee (REC) is an internal committee advisory to the Mayor charged with reviewing city real estate investments. The REC will review proposed projects prior to staff presenting them to the Mayor and subsequently City Council. The project selection process will include public and open solicitations via Notice of Funds Availability (NOFA), Requests for Qualification (RFQ), and Requests for Proposals (RFP), etc. Both internal housing staff and an external review committee will review proposals and make recommendations to the Mayor. Each external review committee will be comprised of experts in affordable housing finance, resident services, homelessness, and development. Prior to the recommendation being presented to the Mayor, the selected proposals will be reviewed by the HTAG and REC for their feedback. The recommended project and feedback are forwarded to the Mayor, who will forward a recommendation to City Council for its selection decision.

Every solicitation document will include a set of expectations for all developers/owners to ensure selected projects achieve both the framework goals and racial equity outcomes. These requirements include a 60-year affordability covenant, inclusion of minority and women owned contractor participation in the development process, and the use of best practice outreach and tenant selection criteria. Specific requirements are fully described in the Project Selection Criteria and Project Implementation sections below.

An exemption to this process is The Mary Ann affordable housing project. This project is expected to be the first project to be funded with Housing Bond resources in Beaverton, and the reasons for being exempted from this selection process are detailed below.

Phase 1 Project – The Mary Ann (1st & Main)

Consistent with Metro and Beaverton's intent to demonstrate timely progress in Bond implementation, the City of Beaverton identified a Phase 1 early project: The Mary Ann.

This project will be located at First & Main on a half block site with the capacity for approximately 54 units. Beaverton currently owns a portion of the site and REACH Community Development Corporation (REACH CDC) controls the balance of the half block. Given the property ownership structure, Beaverton selected REACH CDC through a sole source negotiation, as the combined properties can provide for an efficiently scaled development. REACH has a 30+-year history of affordable housing development and operations expertise across the metro region.

The site is a block from Beaverton High School, has great access to transit, and is in a qualified census tract for the purposes of low-income housing tax credits. The adjacent high school has a majority minority enrollment, so housing located near the school could serve a diverse tenant population. The project location supports feedback received during the Listening Phase from community members stressing the need for affordable housing with access to amenities and schools. The city also prioritized this project to leverage city-owned property and the Washington County's commitment of federal HOME Investment Partnership Program funds.

The project is currently envisioned to include a beneficial mix of housing units, including 26 two-bedroom and 3 three-bedroom units targeted to families with children. Eleven of the 54 units will be priced at 30% AML, and eight Project-Based Section 8 vouchers will ensure those units are affordable to Beaverton's lowest income households and help the project perform financially. While no special needs sub-populations have been identified at this point, REACH CDC and the city will explore opportunities for partnerships with Washington County for the funding of services, and/or service providers who may have clientele needing housing and/or providers who may have valuable services to offer to residents.

The Mary Ann has an estimated total development cost of \$20.9 million. Anticipated funding sources include 9% Low Income Housing Tax Credits (LIHTC), Metro Regional Bond funds, permanent debt, Washington County HOME funds, land write-down of the city's parcel, among other funds. If REACH CDC is successful in receiving 9% LIHTC allocation this summer, the project is scheduled to break ground in the first quarter of 2020 and open 18 months thereafter.

Other Sites Identified by the City

Elmonica – The city, in partnership with Metro, has also identified the Elmonica site for a project using Housing bond funds. The Elmonica site is a Metro-owned property, located in west Beaverton on Baseline Rd in the Elmonica light rail station area. The site benefits from excellent access to transit and is in a mixed income neighborhood with commercial services. The site has capacity for 75-85 units. Because of the location, the site can accommodate many different objectives such as senior housing, family housing, and deeply affordable (30%) units, all of which community members expressed a need for during the Listening Phase of our community engagement process. The site is in a federally designated Qualified Census Tract (QCT). A QCT is a geographic area defined by the Census Bureau in which at least 50% of households have income less

than 60% AMI. This designation enables the project to maximize the amount of tax credits and the impact of 4% LIHTC as part of the financing package.

The developer/owner of this site will be selected using an RFP jointly managed by Beaverton and Metro. Metro will lead negotiations with the selected developer for disposition of the land. Beaverton will lead financing/funding negotiations.

Other Sites – Beaverton is exploring other sites that the city owns or controls that may be desirable for Housing Bond financed projects. Based on feedback received from the early community engagement process, the city will prioritize such sites if they support Implementation Strategy goals and are consistent with feedback. The city will take into consideration:

- the beneficial leverage of free or discounted land;
- high opportunity areas, these areas are defined by with access to good transit, good schools, services, and other amenities;
- opportunities to meet community development goals or develop beneficial service partnerships; and/or
- opportunities to use 4% LIHTC resources

Should Beaverton identify additional city-owned sites under its Local Implementation Strategy, the developer/owner of such sites will be selected using an RFQ or RFP process.

Sites Identified by Metro

The allocation of Affordable Housing Bond funds includes an allocation for land acquisitions carried out by Metro rather than by the implementing jurisdictions. Metro has allocated an estimated \$21 million for acquisition in Washington County. The city will encourage Metro to purchase sites within Beaverton to further leverage the city's allocation of bond funds.

While it is uncertain whether any such sites will be in Beaverton, the city is committed to working closely with Metro should such sites be identified and align with the established LIS. If such sites are identified that meet LIS criteria, Beaverton would work with Metro on the acquisition and jointly select a developer/owner through a competitive process.

Sites Proposed by Developers

The City of Beaverton expects that one of the four projects to be funded using Metro Regional Bond Funds will be selected through a NOFA process. Through this NOFA, the city will target areas with little or no affordable housing and emerging areas near good schools. The NOFA process will follow all Metro and city requirements pertaining to the bond and the selected developer will be required to meet cost, unit mix, affordability, accessibility, and racial equity goals.

VI. Leveraging Other Affordable Housing Resources

While the Metro Bond resources are substantial, those funds will need to be blended with other public and private funding sources, including city resources, to accomplish the unit targets of the Bond. Several principles will guide city efforts to leverage the Bond funds:

- **Maximize the use of non-competitive resources.** The 4% LIHTC program is available on a non-competitive basis to provide equity for affordable housing development. This program is especially useful for larger projects or scattered site projects that can be bundled to achieve the scale desired by equity investors. Developing projects in QCTs or Difficult to Develop Areas (DDAs) can maximize the usefulness of the 4% tax credits.
- **Maximize use of private resources.** Many projects will generate enough rental income to be able to make debt service payments on loans from private banks. While ensuring that projects have appropriate operating budgets and reserves, private debt should be secured for projects whenever feasible.
- **Maximize local resources.** A variety of local resources may be available to support capital and operating expenses:
 - **Project based rental assistance.** Washington County Housing Services has committed project-based Section 8 assistance for 33 units to Beaverton Bond projects. This assistance will allow residents to pay based on their household income, while the project will receive a set rental income based on the Section 8 payment standard.
 - **Property tax exemption.** The City offers property tax exemption to developer/owners that are non-profits under the provisions of ORS 307.540 and apply to the city's program. Other options for property tax exemption may be possible on a project-by-project basis.
 - **Publicly owned land.** The City will prioritize projects developed on City-owned or other publicly owned sites. The ability of the City or other jurisdictions to donate the full value of the sites may vary, but discounted values would be available.
 - **Direct grants or investments.** The City has historically made direct investments in affordable housing. While there is not a specific appropriation at this time, the City is exploring project needs and possible City resources that can support Bond-funded housing projects. Current program modeling shows an additional gap of \$2 - \$6 million for Housing Bond funded projects.
 - **System Development Fees (SDC) assistance.** City Council adopted a resolution on December 4, 2018, to provide limited SDC relief for regulated affordable housing projects and directed staff to collaborate with other jurisdictions that charge SDCs to Beaverton projects for additional SDC relief.
- **Seek other existing affordable housing resources (Federal, State and County resources).** The City recognizes that despite the substantial amount of Bond

funding and the strong commitment of resources from the City, projects may have financing gaps that are best filled with other traditional affordable housing program resources. Sources such as the county HOME funds, State Document Recording Fee, OAHTC, and other sources may be needed to complete financing packages for specific projects. In partnership with the selected developer, Beaverton will work with other funders in a transparent way to find the most effective and efficient way to bring these resources to Bond funded housing projects.

- **Support the pipeline of other affordable housing projects.** While much of Beaverton's efforts during the implementation of the Affordable Housing Bond will be focused on moving the pipeline of Bond funded projects forward, the ongoing availability of other Federal and State affordable housing resources means that there is a likelihood other projects may move forward during the same timeframe. Beaverton will monitor the pipeline of projects proposed and funded in Beaverton and will collaborate with developers to identify the most appropriate funding packages and other support that can be allocated to those projects.
- **Funding for resident and supportive services.** Beaverton will work with regional and state partners to identify a consistent funding source to serve vulnerable homeless or at the risk populations. It is through consistent funding of resident and supportive services that vulnerable populations can remain housed and help the project succeed financially.

VII. Project Selection Criteria

Metro Framework

Beaverton will consider a number of factors in the selection of Housing Bond projects. The first consideration will be how each project contributes to the accomplishment of city's goals in the Metro Framework. Under the Framework, Beaverton has the following targets:

Framework Targets	
Total Units	218
Minimum number of 30% AMI Units (33 units with Project Based Sec 8 rent assistance)	89
Minimum number of 2 Bedroom & Larger Units	109

Beaverton does not expect that each project will reflect the ratios expressed by these targets, but instead will ensure that the overall portfolio of funded projects will achieve this mix.

The ratio of small and large units will reflect the characteristics of the target population of specific projects, and that in turn, should reflect characteristics of a site in terms of whether it is best suited to families with children or smaller households.

Beaverton also anticipates that all projects will include some units with rents at 30% AMI. In some cases, projects will be targeted to low wage earners, while others may be targeted to people with disabilities or other special needs, or people who have experienced homelessness. Some projects may include high concentrations of 30% units so long as there is an identified consistent funding source for the corresponding supportive services needed.

Beaverton is open to considering the inclusion of 61%-80% AMI units when that helps to cross subsidize lower income units or reduces the amount of Bond financing needed for the project, although no such units are currently contemplated.

Beaverton will focus its Bond financed affordable housing on new construction of multi-family rental projects and may also consider multi-family acquisition/rehabilitation projects. Although allowable, Beaverton is not considering investing Bond resources in home ownership strategies.

Furthering Beaverton's Affordable Housing Goals

In addition to fulfilling the Work Plan, Beaverton will work to align the affordable housing developed with the Bond to also support a variety of local goals. These include:

- Geographic Goals – Beaverton desires to support projects in opportunity neighborhoods that have good access to transportation, commercial services, community amenities, and provide the opportunity to create inclusive mixed income neighborhoods. This feedback was also received during listening sessions and reinforced during the feedback phase, with requests for housing with access to schools and amenities. These areas include the emerging downtown, recently annexed areas, and areas where private/public investment is being made to improve the livability of the area. Beaverton will seek to disperse units throughout the city, where these locational attributes meet.
- Target Population Goals – During the Listening phase, the city received reminders of the need for senior housing, family housing (to include three and four-bedroom units), housing accessible to high needs populations, housing that is compliant with the American with Disabilities Act (ADA) by utilizing universal design, and housing for individuals exiting the foster care system. Due to limited resources and the small number of projects to be funded under the bond, addressing all these needs will not be feasible, but the city will strive to assist as many of these needs as possible.
- Complement other affordable housing related activities – The Housing Bond funds allow the city to leverage its funds to continue its work on other affordable housing strategies. These include working with property owners to identify ways to improve the housing stock while avoiding forced displacement of tenants, collaborating with market rate developers to include affordable/restricted units

in their development, working with homebuilders to increase affordable homeownership stock, and providing down-payment assistance for additional affordable home ownership opportunities.

Racial Equity

Beaverton's approach to racial equity in project selection will take into consideration factors such as:

- Increasing affordable housing in areas with existing underserved diverse populations, especially in areas that may be subject to displacement.
- Providing new affordable housing in high opportunity neighborhoods and sites. This would include sites that have good access to transit, jobs, quality schools, commercial services, parks & open space, etc.
- Supporting project teams that have a proven track record of:
 - Outreach, engagement, and ensuring participation of minority and women owned contractors in pre-development and construction of the project, as well as the on-going maintenance of the building;
 - Engaging targeted and/or marginalized communities, communities of color as part of its leasing process;
 - Creating an inclusive tenant screening criteria process, minimizing barriers to housing experience by communities of color;
 - Providing culturally specific resources and services. Beaverton recognizes that culturally specific programs can achieve strong outcomes for diverse groups in the community.

Beaverton will prioritize projects addressing the historical racism and lack of housing access experienced by communities of color, whether that is represented by projects sponsored by culturally specific organizations, or projects sponsored by partnerships in which culturally specific organizations have a meaningful role in project design and operations, or sponsors provide sufficient proof of their ability to connect with communities of color.

Connection to Services

Beaverton expects that Resident Service Coordination will be provided at all projects, appropriate to the level of need of the target population. Resident Services will focus on eviction prevention, helping residents' access mainstream services for which they may be eligible, and community building activities.

Projects serving high needs populations will require robust supportive services to ensure resident stability and positive outcomes. While Beaverton is not a significant provider or funder of supportive services, it is available, in partnership with Washington County, to help connect developer/owners to public and private service providers in the community to create needed partnerships. Beaverton will evaluate each projects target population and service plan to ensure that it is appropriate and durable.

Project Cost/Leveraging Funds

Beaverton plans to use Bond funds to support a portfolio of projects that provide the best return on investment in the form of long-term sustainable housing. These projects will be characterized by efficient design and durable construction. They will use cost effective green building measures to create efficient use of energy and water, and select materials to create healthy living spaces. They will be well aligned with the needs of the target households in terms of space, amenities and service requirements, and will be valuable assets in the communities in which they are located.

The blend of funding sources will have an impact on both hard and soft costs. Hard costs will be impacted by development standards of investors, lenders and other public funders. Soft costs will vary with requirements for specific legal, accounting, reserve requirements, and fees. Leverage will also be impacted by the service needs of the residents.

Beaverton will evaluate all proposed projects to ensure that the costs are reasonable and appropriate to the specific project. In doing this evaluation Beaverton will focus on the amount of Bond funds needed rather than the total development costs of projects. This evaluation may consider:

- Scale appropriate to the target population.
- Scale appropriate to the neighborhood in which the project is located.
- Costs associated with mixed use projects.
- Quality of construction materials.
- Costs associated with service needs of the target population.
- Reasonable fees and reserves.

Beaverton recognizes that in order to accomplish the overall unit target, it will need to have an average Housing Bond expenditure per unit of approximately \$143,000. Some projects may receive significantly less Bond funds than this amount, while others may receive significantly more. The Bond funding levels available for specific projects or funding processes will be clear in the tracking worksheet that is attached to this Implementation Strategy. To the greatest degree possible, Beaverton will try to curate the overall pipeline of projects to achieve the framework goals within the available resources, including private, state, federal and local funds. However, additional resources, including local, may be needed as displayed in Exhibit 2, Beaverton Allocation table, where it shows an estimated deficit of \$2.3 million.

Capacity/Readiness to Proceed

Affordable housing is a specialty business that differs in many ways from market rate housing or other real estate development. Beaverton will seek to partner with non-profit, for-profit, or governmental organizations that have demonstrated skills as affordable housing developer/owners. Expertise with the framework target unit types and with the specific population proposed by a project will also be considered.

Timely implementation of the Housing Bond is critically important. In its selection process, Beaverton will prioritize projects that have a clear path to timely completion. The City may prioritize projects that have appropriate zoning, have secured much or all of the other financing sources, have secured needed service partnerships, have a clear and achievable racial equity plan, etc. Once a project is selected, the city will work and assist the selected developer, to whatever degree possible, through the land use and permitting processes.

VIII. Project Implementation

Review & Approval of Projects

Bond funded projects will go through a multi-level review and approval process as follows:

- Beaverton concept endorsement. The project solicitation and selection process include review and recommendation by an ad-hoc review committee. The recommendation is reviewed by the HTAG and REC for feedback and subsequent recommendation is made to the Mayor. The Mayor makes a recommendation to City Council. Staff will present the potential project to City Council for concept approval and to authorize the Mayor to submit the project to Metro for concept endorsement. To be presented at Council and later be forwarded to Metro for concept endorsement a project must, at a minimum, have site control, a preliminary development plan, preliminary estimate of total development costs, preliminary estimate of needed Housing Bond funds, an identified development team, and a preliminary racial equity plan.
- Metro concept endorsement. Metro staff will review the request, assess the project's compatibility with the LIS and provide a recommendation for endorsement by the Metro COO.
- Beaverton project approval & funding authorization. As the project completes due diligence and moves to financial closing, Beaverton will process project approval by presenting final project details to the HTAG and REC for final review and recommendation. These recommendations will be presented to the Mayor for review, and the Mayor will present the funding request to City Council for the appropriate action.
- Metro project approval & funding authorization. Metro staff will present the project to Metro for final approval and funding authorization per the Beaverton-Metro Intergovernmental Agreement (IGA) process.
- Release of Funds. Once a project has received approval by the Beaverton City Council and Metro, funds will be released to Beaverton and disbursed to the project in accordance with the provisions of the project documents and the IGA.

Project Closing

- Metro-Approved Regulatory Agreement. All projects will be required to execute a Metro-approved Regulatory Agreement that acknowledges the use of Metro

Housing Bond funds and the restrictions associated with the use of such funds. The Regulatory Agreement will be recorded against the project at or prior to closing.

- Period of Affordability. The Regulatory Agreement will generally specify a 60-year period of affordability. The Regulatory Agreement will provide a right of first refusal for qualified nonprofit organizations or government entities to acquire the project upon expiration of the affordability period.
- Accomplishment of Framework Targets. The Regulatory Agreement will also specify the level of affordability and the unit bedroom sizes of the project.
- Resident and Supportive Services for Permanent Supported Housing units. The Regulatory Agreement will align services associated with PSH units to the availability of funding for the services. The unit will cease to operate as a PSH should funding for services no longer be available.
- Reporting Requirements & Monitoring During Operations. The Regulatory Agreement or similar agreement will also provide requirements for periodically providing information relating to the project's financial performance, physical condition, occupancy, tenant income verification, and voluntarily collected tenant demographics. The agreement calling for these reports will provide that reports will be made for the benefit of both Metro and the City of Beaverton. The agreement will also provide physical access to the property when requested by Metro, the City of Beaverton, or other project financing partners.
- Jurisdiction Documents. The City of Beaverton will require a variety of other documents relating to the project. These may include:
 - Disposition and Development Agreements. In the case of properties controlled by the City of Beaverton, the City will develop agreements relating to the transfer of property to the developer/owner.
 - Beaverton will develop documents relating to the form of investment of Bond Funds. These may vary depending on projected cash flow of different projects and may take the form of cash flow dependent loans or grants. In general, Beaverton will support the allocation of modest amounts of program income to restricted reserve accounts dedicated to capital accounts and/or the provision of Resident Services. Projects that are expected to have more significant program income may have requirements for cash flow dependent distributions to the City.
 - Beaverton will specify requirements relating to implementation of Racial Equity Strategies. Strategies will be developed for each project, and requirements will be documented in agreements with the City. This will include:
 - **MWESB (Minority, Women, Emerging Small Business and Disabled Veterans) Contracting**. Bond project sponsors will be required to make good faith efforts to achieve 20% subcontracting participation on the development hard and soft costs to COBID certified MWESBDVs. Specific NOFAs, RFQs or RFPs may have additional goals or requirements. Those responding to Bond

offerings will be required to provide documentation of how they intend to meet COBID subcontracting effort requirements, and successful awardees will be required to report their ongoing project participation to the City.

In order to reach these goals, the City hopes to assist contractors make connections with agencies who work with the promoting, hiring and development of MWESB-DVs. The City has been proactive in meeting with Trade Associations and attending events to promote upcoming Bond projects in the region. As an example of this strategy, Beaverton, in partnership with the City of Hillsboro and Washington County, are hosting a structured informational event for developers, GCs, and trade associations about upcoming opportunities from jurisdictions, developers, and GCs. Complemented by a team building exercise, this event hopes to foster connections, build trust, and begin creating relationships that can lead to increased contracting opportunities and wealth among the MWESBDV population.

- **Workforce and Apprenticeship Participation.** Beaverton is interested in understanding the labor force make-up of each project and encouraging the utilization of apprenticeship programs. The City will track the labor force demographic and hours worked by each apprentice. While specific programs to further this goal are not developed at the time of writing the LIS, staff has engaged in conversation and outreach to pre-apprenticeship programs such as Oregon Tradeswomen, Constructing Hope and Portland Opportunities Industrialization Center. The city will also engage Metro, other implementing jurisdictions, and project sponsors to explore ways to maximize apprenticeship participation.
- **Affirmative Marketing, Tenant Selection & Lease-Up.** Consistent with Metro policy, Beaverton will work to ensure that Bond financed housing serves communities of color, families with children and multiple generations, people living with disabilities, seniors, veterans, households experiencing or at risk of homelessness, and households at risk of displacement. Beaverton will require that project developers/owners make best faith efforts to make units available to minorities and disadvantaged populations using best practice strategies. In general, this will require:
 - Affirmative outreach and marketing to target populations. Developers/owners, and their property management companies (if applicable) will be expected to engage in pro-active efforts to make disadvantaged populations aware of the availability of units, and the process and timeline for application. Beaverton will work with project

sponsors to identify specific target populations for each project and will review the proposed outreach and marketing strategy for each project.

- Beaverton will require that project sponsors use low barrier screening criteria that balances access to target populations, project operations, and community stability. Typical requirements may include less than standard market apartment income-to-rent ratios, reduced credit history requirements, and criminal history requirements that only consider recent convictions that are most directly tied to tenant success. Project sponsors will be required to review appeals to denials of standard screening criteria that take into consideration efforts of applicants that demonstrate stability and potential for tenant success. Project sponsors are also required to review appeals if the disqualifying aspects of a denial are related to a disability and make reasonable accommodations as appropriate.

Project Monitoring

Projects will be subject to monitoring throughout the development process and period of affordability. The monitoring process and expectations will be documented in agreements with the city. In general, this will include:

- Monitoring During Development & Lease Up. Beaverton will require monthly reports during the project development and lease up period and will conduct monthly site inspections in coordination with other funding partners to ensure progress to on-time and on-budget completion. Beaverton will sign off on any change orders and on monthly draw requests.
- During Operations. Beaverton will require annual reports that include information about project physical condition, fiscal condition, occupancy, tenant income verification, and voluntarily collected tenant demographics. Beaverton will conduct periodic site inspections in coordination with other funding partners.

Ongoing Community Engagement

Community engagement opportunities will be organized to allow people to engage across a spectrum of interest levels:

Inform Community Members: Some community members will be interested in hearing the highlights about the Local Implementation Strategy for the bond; others will continue to track the process and stay up to date on the latest project news. Staff will use multiple methods of outreach to inform community members about the bond implementation process and major project milestones to ensure community members stay informed. Staff will provide information to assist the

public in understanding the decisions made throughout the planning process and implementation information will be made broadly accessible through multiple means, channels, and sources.

Consult Community Members: Some community members will want to make sure the process and outcomes of the LIS broadly address the topics they are interested in. These individuals may desire to weigh in and provide feedback at key points in the process and have their voice be heard. Opportunities for such feedback will be provided via open houses, housing forums, City Council meetings.

Involve Community Members: Some community members, such as the Housing Technical Advisory Group (HTAG), relevant Beaverton Boards & Commissions, and other community groups will want to contribute concerns and directed advice throughout bond implementation on a long-term basis. Staff will engage these groups with timely and direct answers to questions, regular updates, and sit-down meetings when possible to discuss the feedback in greater depth. These groups may also act as “champions” of affordable housing and voice their support throughout project selection and development.

IX. Reporting on the Implementation Strategy

Annual Report

Beaverton staff will prepare an annual report to the Beaverton City Council on overall progress of the LIS. This report will be made available to the public and interested stakeholders. The report will include information on committed and completed projects (e.g. project status, Bond funding amounts, total project cost, and units produced by unit size, type and income level served). The report will also include information on overall progress toward achievement of the framework goals and balance of funding available.

Reporting to Metro

Beaverton will submit annual reports to Metro in accordance with the Intergovernmental Agreement.

**OUTREACH REPORT:
AFFORDABLE HOUSING AND METRO REGIONAL BOND**

Summary

The Affordable Housing Program undertook extensive consultation with the community to discuss the Metro Affordable Housing Bond and listen to community feedback including multiple Community Conversations. Events were hosted in trauma informed spaces and environments to ensure inclusivity. The City of Beaverton also partnered with Washington County and the City of Hillsboro to supplement findings and extend resources for engagement and outreach. At all Beaverton events interpretation/bilingual facilitators was available and actively utilized, childcare was provided, and refreshments were available. Events also utilized live polling to capture in-depth feedback. To make engagement opportunities inclusive and accessible events and presentations were conducted in a variety of locations, languages, and times. Every effort was made to approach all community engagement activities through a lens of equity and inclusion, with special attention paid to reaching historically underrepresented groups. Efforts were made to reach low income community members, people of color, people with limited English proficiency, immigrant and refugees, senior residents, people with disabilities and people who have experienced housing instability by hosting targeted opportunities directed towards the Arabic community, Latino parents in the Beaverton School District, and Habitat for Humanity clients and by attending meetings for groups and organizations representing these communities. The City of Beaverton asked the following questions:

1. What are the things that are most important to you and/or your family when you think about where you want to live?
2. What do you think are the biggest challenges people have with keeping their housing?
3. What types of services, programs, and/or activities are needed to overcome these challenges?
4. What do you think are the biggest challenges people face when trying to find a place to live?
5. What is the best way for you to find out about available housing?

The listening session held on **March 31** was completed in partnership with **Habitat for Humanity** and focused on Habitat clients. This was the most diverse audience of all presentations. Attendees represented recent immigrants, longtime residents, multiple nationalities, different age groups, and multiple ethnicities and races. At the request of an Iraqi community member, the listening session held on **April 19** focused on the **Arabic community**. Two members from that community promoted the event, translated the materials and guided group discussions. In partnership with the City's Planning team and the Beaverton School District, staff held a listening session at Beaverton High School's **Latino Night** on **April 24**. City staff conducted this event in Spanish to better

connect with the audience. The **Community Conversation** held **April 4** was directed at the community, with postcards sent to multi-family residences in Beaverton and a robust social media campaign. The April 4 event relied on group discussions facilitated by members of the Beaverton Committee for Community Involvement (BCCI). This event was supplemented by an **open house** on **May 16**, designed as a follow-up opportunity for those who attended the April 4 listening session and for those who have not provided feedback yet. The open house format provided an informal opportunity for staff to greet and interact with attendees, while continuing to build community trust and close the feedback loop. At both events open to the public, attendees included senior residents and people with disabilities who expressed the challenges of making ends meet on a fixed income.

In addition, the City attended a variety of other meetings and events including City boards and commissions. Committees such as the Diversity Advisory Board (DAB), Human Rights Advisory Commission (HRAC), Beaverton Committee for Community Involvement (BCCI), and Beaverton Committee on Aging, provided first-hand knowledge of their housing experience and insight on the best outreach and engagement methods to reach the diverse Beaverton population. 40% of people serving on a Beaverton board or commission are a person of color. A majority of the members of DAB and HRAC are people of color. The Beaverton Committee on Aging is made up of a combination of community members with direct experience with seniors and people with disabilities either in their personal or professional experiences.

Through opportunities detailed above, the City of Beaverton was able to hear feedback from over 200 people. **Sixty-nine percent of those who attended feedback events were people of color**, where demographic information was provided. Demographic information was collected at events in table marked with an asterisk. This included **8 presentations, events, and meetings**. See table below for more information on each engagement opportunity.

Date	Stakeholder Group (Asterisk indicates demographic information compiled)	Location	Total Participants	Agencies
3/21/19	Habitat for Humanity Listening Session*	Beaverton City Library	29	1
3/25/19	Beaverton Committee for Community Involvement	Beaverton City Hall	22	1
4/03/19	Human Rights Advisory Commission	Beaverton City Hall	11	1
4/4/19	City of Beaverton Community Conversation*	Highland Middle School	97	1
4/08/19	Diversity Advisory Board	Beaverton City Hall	15	1
4/09/19	Beaverton Committee on Aging	Beaverton City Hall	12	1

4/19/19	Arabic Community Listening Session*	Beaverton City Library	11	1
4/24/19	City of Beaverton and Beaverton School District Latino Night*	Beaverton High School	13	2
5/16/19	Affordable Housing LIS Open House	Highland Middle School	33	1
5/22/19	City of Beaverton and Beaverton School District Latino Night*	Beaverton Middle School	18	2
6/6/19	Arabic Community Feedback Session*	Beaverton City Library	23	1

Staff connected with the following nonprofit and for-profit developers: Hacienda Community Development Corporation (Hacienda CDC), Native American Youth and Family Center (NAYA), REACH Community Development Corporation (REACH CDC), Central City Concern (CCC), Community Partners for Affordable Housing (CPAH), Innovative Housing Initiative (IHI), Bridge Housing, Related, and Community Development Partners (CDP). Conversations with these organizations ranged from responding to affordable housing development interests and opportunities, development challenges, zoning/permitting, incentives, timing, and other related topics. Staff attended the METRO event, “Developing with the Regional Housing Bond: Progress Update and Discussion” geared towards community development corporations and other developers.

Requiring minority and women contracting as well as workforce apprenticeship participation are key components of the implementation strategy. Due to limited capacity and resources, the City has been historically unable to be more active in these programs. To grow and enhance these programs, staff met with a variety of trades, advocacy organizations and general contractors. The objective of these conversations was to establish connections, understand barriers, help facilitate partnerships between developers and contractors, and discuss affordable housing cost containment strategies.

The table below lists the contacts made thus far with developers, contractors and trade organizations.

Date	Stakeholder Group	Topics of Discussion
10/10/18	REACH CDC	Development opportunities, programing, services
1/8/19	Central City Concern	Development opportunities, programing, services
1/16/19	Community Partners for Affordable Housing	Development opportunities, programing, services

2/1/19	Bridge Housing	Development opportunities, programing, services
3/11/19	Walsh Construction	Apprentice program, minority contracting, cost containment strategies
3/22/19	Innovative Housing Inc.	Development opportunities
3/26/19	Related	Development opportunities
3/29/19	Hacienda CDC	Development opportunities, programing, services
4/5/19	Native American Youth and Family Center	Development opportunities, programing, services
4/9/19	Oregon Association of Minority Entrepreneurs	Minority contracting, partnership opportunities and engagement
4/15/19	MESO	Micro enterprises and minority contracting, partnership opportunities
4/18/19	Community Development Partners	Development opportunities
4/18/19	National Association of Minority Contractors	Minority contracting, partnership opportunities
4/19/19	Latino Built	Minority contracting, partnership opportunities
4/24/19	Prosper Portland	Program implementation strategy
4/24/19	IMPACT Beaverton/Beaverton Chamber of Commerce	Partnership opportunities and information sharing
4/24/19	Best HQ	Outreach for partnership opportunities
4/25/19	Professional Business Development Group	Minority Contracting Opportunities and information sharing
4/26/19	Oregon Tradeswomen	Partnership opportunities for women in the trades and information sharing
5/30/19	Constructing Hope	Pre-apprentice programs engagement
6/6/19	Adelante Mujeres	Partnership opportunities for Latinx small business
6/11/19	Portland Opportunities Industrialization Center (POIC)	Pre-apprentice programs engagement
6/19/19	Metropolitan Hispanic Chamber	Partnership opportunities for Latinx small business and partnerships
6/19/19	Native American Chamber	Minority contracting, partnership opportunities
6/18/19	Skanska	Minority contracting, partnership participation

By collaborating with Washington County and Hillsboro, Beaverton gleaned feedback from an additional 300+ people representing over 50 agencies (see Washington County Community Engagement Phase 1 summary). At each opportunity, the team provided a brief overview of the Metro Affordable Housing Bond and its impact in Washington County, and a description of the collaborative community engagement conducted

between the three jurisdictions. Opportunities also included facilitated discussions to answer the following questions:

1. What community-based organizations, service providers, advocacy groups, and communities should we connect with for input about Metro bond implementation strategies?
2. What are the things that are most important to you and/or your family when you think about where you want to live?
3. What do you think are the biggest challenges people have with keeping their housing?
4. What types of services, programs, and/or activities are needed to overcome these challenges?
5. What do you think are the biggest challenges people face when trying to find a place to live?
6. What is the best way for you to find out about available housing?
7. Is there anything else you would like to share about your experience or the need for housing in your community?

The table below outlines the community engagement opportunities conducted through Beaverton and Washington County collaboration:

Date	Stakeholder Group	Location	Total Participants	Agencies
2/07/19	Community Housing Advocates	Beaverton	12	11
2/06/19	Housing Support Services Network	Beaverton	57	42
2/13/19	Washington County Resident Advisory Board	Hillsboro	20	
3/11/19	Self Determination Resources	Beaverton	5	1
3/14/19	SOAR Immigration Legal Services/EMO	Hillsboro	3	1
3/18-3/27	Homeplate Youth Services	(survey)	10	1
3/18/19	Con Plan Workgroup	Hillsboro	31	17
3/25/19	Washington County Parole and Probation	Hillsboro	11	2
3/26/19	OR Law Center	(survey)	15	1
3/27/19	Community Action/CPOs Homeless Forum	Cornelius	43	2
4/4/19	Community Action – Family Advocates & Housing Specialists	Hillsboro	15	1
4/16/19	Head Start Policy Council (parents)	Hillsboro	23	1
4/15-4/17	Con Plan Focus Groups (6)	Hillsboro	38	4
5/22/19	Behavioral Health Council	Hillsboro	20	8

Overall, these sessions and meetings were very successful. By partnering with the City of Hillsboro and Washington County, the City of Beaverton was able to reach individuals and families experiencing homelessness and people with disabilities, as well as service providers working with these communities, outside of Beaverton's readily available network. Through both targeted and broad-brush marketing, the city reached a wide range of residents to discuss priorities for the Metro housing bond, provide education and awareness around the impact of the bond, and build community trust. Staff are cultivating and maintaining an interested and affected group's contact list that will be utilized as Beaverton moves into the feedback phase of the community engagement for the Metro bond and beyond.

Agencies reached through Hillsboro and Washington County collaboration are as follows:

- Boys & Girls Aid
- Beaverton School District Help Center
- Beaverton Social Justice League
- Bienestar
- City of Tigard
- CODA Inc.
- Community Action Organization
- Community Housing Fund
- Community Partners for Affordable Housing
- Community Participations Organizations 10, 12C, 12F, 13, 15
- Ecumenical Ministries-Second Home
- Families for Independent Living/DEAR
- Good Neighbor Center
- HomePlate Youth Services
- Housing Independence
- Impact NW
- Just Compassion
- LifeWorks NW
- Luke-Dorf, Inc.
- Hillsboro School District
- McKinney-Vento Liaison/HEN
- Marjorie Stewart Senior Center
- Mental Health Association of Oregon
- Old Town Church
- Open Door Counseling Center
- Oregon Department of Human Services - Tigard
- Oregon Law Center
- Portland Community College
- Portland Rescue Mission
- Portland State University - Impact Entrepreneurs/HRAC
- Project Access Now
- Proud Ground
- REACH CDC
- Sequoia Mental Health Services, Inc.
- Self Determination Resources Inc.
- Sequoia Mental Health
- SOAR Immigration Legal Services
- Veteran Affairs HUD-VASH
- Vose Neighborhood Advisory Council
- WC County Administrative Office
- WC Dept. of Community Corrections, Parole and Probation
- WC Dept. of Aging & Veteran Services
- WC Dept. of Housing Services
- WC Dept. of Land Use and Transportation
- WC Office of Community Development
- Write Around Portland

In many ways, the input and suggestions received during the community engagement opportunities substantiated the findings from other documents reviewed. Documents reviewed include:

- Community Alliance Tenants – Data Report
- Coalition of Communities of Color – Leading with Race Research Justice in Washington County
- Metro Equitable Housing Report
- Oregon Housing Committee Statewide Supportive Housing Report
- Washington County Consolidated Plan 2015-2020

Outreach Summary

A robust outreach strategy was developed and implemented for the events, including:

- Multi-family Housing targeted City postcard (10,000 households)
- March/April and May/June Your City newsletter
- Flyers distributed to neighborhood groups, boards & commissions meetings
- Leveraging Partner Organizations (Habitat for Humanity, Beaverton School District, etc.)
- Farmers Market tabling
- Press Release
- City website
- City online calendar
- City Facebook page
- Neighborhood Program Friday Update e-mail distribution list: 230 inboxes/week for four weeks
- Targeted outreach to BOLD (Beaverton Organizing & Leadership Development) participants
- E-Blast to growing Affordable Housing distribution list: 240 inboxes
- Cultural Inclusion monthly e-mail distribution list: 1,146 inboxes
- Emails to Neighborhood Association Committee distribution list (2,857) and Beaverton Board and Commission members (160 members)



Evaluation Summary

Since the same questions were utilized by the participating jurisdictions, staff were able to compile, code, and analyze responses for the same key themes. The key themes

illustrated throughout community responses included barriers to housing, service needs, location, marketing, and a small number of answers did not fit into any of these categories necessitating an “other” category. A detailed description of each theme is listed below and the percentage of responses that spoke to each theme.

Washington County, City of Beaverton and City of Hillsboro Engagement Opportunities Results:

- Barriers (52% of total)
- Service Needs (21% of total)
- Location (16% of total)
- Marketing (8% of total)
- Other (3% of total)

A summary of detail within each category is below.

Barriers

This category includes a variety of factors that prevent people from being able to secure or maintain housing. Specifically, these responses fell into one of the following categories:

- Cost (33%) – affordability of rent; application fees; costs to move; deposits; costs related to past rental history, criminal history, and credit history; and utility costs
- Screening Criteria (31%) – rental history; criminal history; credit history; citizenship status; and understanding what purpose screening serves and why it is necessary
- Navigation (16%) – complex system of finding and securing housing; complex application process; ability to understand and follow through with finding and securing housing; bureaucracy is overwhelming; mobility/transient nature of clientele;
- Housing Needs (9%) – unit size; accessibility for developmentally delayed people; safety/livability of units; spaces not trauma informed
- Cultural and Trust (8%) – Cultural differences in understanding of norms and compliance; and fear or distrust about stability of housing, neighbors, environment

Service Needs

This category includes factors that are related to specific services that could be offered onsite or ways in which services could better meet the needs of tenants. For the most part, responses were categorized as the following:

- Education (37%) – skills building for self-sufficiency, housing sustainability; vocational training and mentorships; and renter education related to navigating the system, understanding tenant rights, and compliance with rules
- Service Alignment (31%) – coordination between community-based organizations, agencies and other service providers; coordination of services specific to families and seniors;

- Addictions/Mental Health or other Case Management (16%) – onsite mental health and addictions services as well as case management for others who need that level of support

Other mentions included accommodations within the physical space such as community rooms, common space, and storage space

Location

This category includes specifics about where housing is located, proximity to things people may need to thrive and the environment in which housing is situated. Responses primarily fell into the following groups:

- Services (29%) – proximity to grocery stores, employment, medical providers, and other supportive services
- Safe/Sense of community (35%) – good schools; sense of community; and safe, quiet, walkable neighborhood
- Transit (21%) – close to public transportation; and accessible for special needs transportation (LIFT)
- Other comments included equitable distribution of housing in mixed-income areas with broad geographical dispersal

Marketing

This category was specifically focused on how people hear about housing and considerations in how to share information about housing with communities. This was a much smaller number of comments that predominately focused on sharing information through community-based organizations and other word-of-mouth opportunities as well as communicating information in multiple languages and formats.

City of Beaverton Specific Events Engagement Results:

See above for detailed description of each category and sub-category. Below are the results of community feedback compiled by the City of Beaverton at listening sessions: Habitat for Humanity on March 22, Community Conversation on April 4, Arabic Listening Session on April 19, and Latino Night on April 24.

- Barriers (54% of total)
- Service Needs (14% of total)
- Location (32% of total)

Barriers

- Cost (56%)
- Screening Criteria (12%)
- Navigation (13%)
- Housing Needs (15%)
- Cultural and Trust (4%)
- Other mentions included unstable family situations (i.e. divorce).

Service Needs

- Education (42%)
- Service Alignment (46%)
- Addictions/Mental Health or other Case Management (8%)

Location

- Services (29%)
- Safe/Sense of community (48%)
- Transit (17%)
- Other mentions were too generic to fall into any one category.

Outreach Recommendations from City of Beaverton Engagement (based on Question 5 results):

- Internet
- Word of Mouth
- Leveraging Partner Organizations
- Utilizing Community Locations
- Cellphone Based
- Creating Database of housing for renters and landlords
- Print Media

The most popular answers to this question were utilizing the internet, word of mouth outreach through community leaders and networks, leveraging partner organizations, and utilizing well-known community-specific locations (i.e. library, places of worship, etc.). However, several people noted that internet access is limited; necessitating continued and expanded print marketing to ensure affordable housing outreach is accessible to all. One idea that came out of this conversation was the need to create a "brand," so the community would know the availability of housing notice is from a trusted source.

Conclusion

Beaverton is pleased to be implementing jurisdiction of the Metro Affordable Housing Bond Program. The city seeks to sustain its livability, particularly for those most in need. To that end, Beaverton's Local Implementation Strategy will guide the city's efforts to create affordable housing using proceeds from the Metro Affordable Housing Bond. These and other resources will play a critical role in the city meeting a range of important housing needs in the community, ensuring the livability of the community through the availability of affordable housing meeting the needs of the community. The community engagement process will continue inform every step of the way through the plan's implementation.

Photos



Listening Session:
Affordable Housing and Metro Regional Housing Bond
أهلاً وسهلاً
 حلقة مناقشة:
 الإسكان بالتعاون مع مدينة بيفرتون
 April 19, 2019

Community Conversation
Affordable Housing & Metro Regional Bond
 Conversación de la Comunidad: Vivienda Asequible y Bono Regional Metro

Thursday, April 4 | 5:30-7:30 PM
Highland Park Middle School
7000 SW Wilson Ave

What's the future of affordable housing in Beaverton?
 Come share your solutions and learn about Regional Affordable Housing Bond implementation.

¿Qué futuro tiene la vivienda asequible en Beaverton?
 Venga a compartir su opinión y conozca la implementación del Bono Regional de Vivienda Asequible.

Everyone welcome. Dinner, Spanish interpretation and childcare provided.

Todos son bienvenidos. Se proporcionará interpretación al español y cuidado de niños.

Learn more at:
BeavertonOregon.gov



**BEAVERTON LOCAL IMPLEMENTATION STRATEGY
PORTFOLIO APPROACH**

Beaverton Portfolio

	Metro Bond	% of Total
Beaverton Allocation	\$31,140,595	100.0%
Used		
1st & Main	\$3,000,000	
Elmonica	\$10,147,258	
Project C	\$11,089,856	
Project D	\$9,171,202	
Total	\$33,408,316	107.3%
Balance (Deficit)	(\$2,267,721)	-7.3%

Beaverton Portfolio

Production	Per Project Modeling Total				Modeling Beaverton-Metro Units Target		
	The Mary Ann	Elmonica	Project C	Project D	Total	Metro	Variance
Units	54	79	66	51	250	218	32
≥2 Bdrm	29	37	42	6	114	109	5
30% PBV	3	19	22	10	54		
	8	9	16	2	35		
Total	11	28	38	12	89	89	0

Administrative Share Funding and LIP Anticipated Timeline

Total Administrative Share available as of the Effective Date: \$575,591

The parties expect to review the following schedule on an annual basis; provided, however, the schedule set forth below may only be revised or amended upon written agreement by both LIP and Metro.

Fiscal year	Annual Administrative Share Allocation	Percent of total Admin Share	LIP Anticipated Timeline/ Program Milestones
Year 1: 2019-20	\$143,898	25%	The Mary Ann: Construction loan closing, groundbreaking, and construction starts Release NOFA and select developer for Project D Release RFP and select developer for Elmonica
Year 2: 2020-21	\$115,118	20%	Project C: Release RFQ and select developer Project D: Construction loan closing, groundbreaking, and construction starts Elmonica: Construction loan closing, groundbreaking, and construction starts
Year 3: 2021-22	\$115,118	20%	The Mary Ann: Certificate of Occupancy and Lease up Project C: Construction loan closing, groundbreaking, and construction starts
Year 4: 2022-23	\$115,118	20%	Project D: Certificate of Occupancy and Lease up Elmonica: Certificate of Occupancy and Lease up
Year 5: 2023-24	\$57,559	10%	Project C: Certificate of Occupancy and Lease up
Year 6: 2024-25	\$28,780	5%	Final reports and close-out
Year 7: 2025-26	\$0		

EXHIBIT C TO IGA

After recording return to:
Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232-2736
Attn: _____

**DECLARATION OF AFFORDABLE HOUSING
LAND USE RESTRICTIVE COVENANTS**

This Declaration of Affordable Housing Land Use Restrictive Covenants (this "Declaration") is entered into as of _____, 2019 (the "Effective Date"), by and between Metro, a municipal corporation of the State of Oregon ("Metro") and _____ ("Owner").

RECITALS

A. Owner is the owner of certain real property commonly known as _____ in _____, Oregon, and legally described on Exhibit A attached hereto.

B. Owner and Metro are parties to that certain Intergovernmental Agreement dated _____, 20__ (the "IGA"), pursuant to which Metro provided to Owner certain funds applied by the Owner to acquire the Property, which funds were proceeds of certain general obligation bonds issued by Metro for the limited purpose of funding affordable housing projects as authorized by Measure 26-199 approved by the voters on November 6, 2019 (the "Ballot Title").

C. Owner plans to improve a ___ acre parcel [and modify an existing building from its current use as a _____] into [BRIEFLY DESCRIBE DEVELOPMENT PLAN].

D. The parties expect that the Property will be redeveloped and comprised of approximately _____ units of affordable housing (the "Project"). At initial occupancy, the Project will serve qualifying persons that earn ___% or less of area median income (AMI).

E. As required by the IGA, and as consideration for Metro's provision of general obligation bond funds to the Owner to acquire the Property, Owner agrees to the restrictions, covenants and obligations set forth herein.

**SECTION 1
PROPERTY USE RESTRICTIONS**

1.1 Affordable Housing Land Use. For the term of this Declaration, the Property and the Project shall at all times be owned, developed, constructed, improved and operated solely as "Affordable Housing" within the meaning of the Ballot Title and as described in the Metro Housing Program Work Plan approved by the Metro Council on January 31, 2019 (the "Work Plan"). For

purposes of the Ballot Title and the Work Plan, “Affordable Housing” is defined as improvements for residential units occupied by households earning 80% or less of median gross household income, adjusted for household size, for the Portland, Oregon metropolitan statistical area as established each year by the U.S. Department of Housing and Urban Development.

1.2 **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. Section 2000d; Section 303 of the Age Discrimination Act of 1975, as amended; 42 U.S.C. Section 6102; Section 202 of the Americans With Disabilities Act of 1990; 42 U.S.C. Section 12132, no owner of the Property shall discriminate against any employee, tenant, patron or buyer of the Property improvements because of race, color, creed, national origin, sex, age or disability. In addition, any such owner shall comply, to the extent applicable to the Property, with the applicable federal implementing regulations of the above-cited laws and other applicable state and federal laws. “Owner” shall mean the fee simple title holder to the Property or any part thereof, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 **Running with the Land.** Owner hereby declares that the Property subject to this Declaration shall be held, sold and conveyed subject to the forgoing land use restrictions and covenants, which shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of Metro. Owner agrees that any and all requirements of the laws of the State of Oregon to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the Property for the term of this Declaration.

SECTION 2 GENERAL PROVISIONS

2.1 **Enforcement.** Metro shall have standing, and may bring an action at law or equity in a court of competent jurisdiction to enforce all restrictions and covenants established by this Declaration and to enjoin violations, ex parte, if necessary. The failure to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. If legal proceedings of any type are begun so as to enforce the Declaration, the prevailing party shall recover reasonable attorney’s fees, including attorney’s fees on appeal. However, attorney’s fees shall not be recovered by a prevailing party that initiated the legal proceedings unless the initiating party provided 30 days’ written notice to the other party, its successors, and assigns, prior to filing any legal action.

Metro is the only party entitled to enforce the restrictions and covenants set forth herein. Nothing in this Declaration 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.

2.2 **Duration.** Subject to the provisions of the IGA providing for the early termination of this Declaration upon the occurrence of certain events or conditions, or otherwise upon mutual consent of the parties, the restrictions established by this Declaration shall run with and bind the Property in perpetuity.

2.3 **Amendment.** This Declaration may not be amended or revoked except by written

Exhibit A

Property Legal Description

EXHIBIT D to IGA

Required Project Completion Reporting

Immediate Post Closing (within 10 business days after closing):

- Copy of recorded Metro approved restrictive covenant
- Copy of settlement statement

Post Construction Completion (within 3 months of recorded temporary certificate of occupancy):

- Metro project closeout form attesting to use of Metro bond funds for capital costs
- Copy of temporary certificate of occupancy
- Resident Services Plan (OHCS form)
- Affirmative Fair Housing Marketing Plan (HUD Form)
- Community engagement report
- MWESB/COBID participation outcomes
- Workforce outcomes report, if project has stated workforce goals
- Draft project summary

Post-Occupancy (within 3 months of 95% occupancy):

- Marketing and application outcomes report
- Final project summary

IN CONSIDERATION OF RESOLUTION NO. 19-5009 FOR THE PURPOSE OF
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE
CITY OF BEAVERTON FOR IMPLEMENTATION OF THE METRO AFFORDABLE
HOUSING BOND MEASURE

Date: November 6, 2019
Department: Planning & Development
Meeting date: November 21, 2019

Prepared by: Emily Lieb
Presenter(s): Emily Lieb
Length: 10 minutes

ISSUE STATEMENT

As directed by the Program Work Plan, staff has prepared an intergovernmental agreement (IGA) setting forth the terms and conditions under which Metro will disburse Metro Housing Bond funding to the City of Beaverton for eligible program activities. The proposed IGA is attached as Exhibit A to the Resolution.

The IGA is intended to provide clarity and accountability regarding the expenditure of bond funds to achieve specific Unit Production Targets.

Eligible funding amounts

Beaverton is eligible for the following funding amounts to support investment in Affordable Housing Projects that are consistent with the Bond Measure, Work Plan, and approved LIS.

- Eligible Share: \$31,140,595 to be disbursed on a Project by Project basis to support direct capital investments in eligible Affordable Housing Projects.
- Administrative Share: \$575,591 to be released in annual disbursements to support general costs associated with program administration activities.
 - This amount reflects the County's full Administrative Share allocation of \$655,591 less \$80,000 in Housing Bond funds previously disbursed to Beaverton for program administration activities in FY2019-20.

Unit production targets

Beaverton agrees to direct the above funding resources toward the creation of Affordable Housing to achieve the following unit production targets:

- Beaverton will support investments to create a total of 218 permanently affordable homes.
- At least 89 homes will be restricted to households earning 30% or less of area median income (AMI).
- At least 107 homes will be restricted to households earning 31% to 60% of AMI
- No more than 10% of units (22 of 218 total units) may be affordable to households making 61-80% of AMI.
- At least 109 units will contain two or more bedrooms.

General IGA provisions to ensure transparency and accountability

- All projects selected for bond funding must demonstrate consistency with Beaverton's Local Implementation Strategy (LIS), as confirmed through Metro staff review at the concept and final funding stage. See Beaverton's LIS attached as Exhibit A to the IGA.
- Beaverton will record a restrictive covenant ensuring long-term affordability and monitoring obligations for all approved projects.
- Beaverton will submit annual progress reports to Metro, which will be utilized by the Housing Bond Community Oversight Committee as part of their annual review. Along with project progress information, these reports will include metrics and narratives describing outcomes related to advancing racial equity.
- Metro will disburse administrative funding to Beaverton annually. See the Schedule of Administrative Funding Disbursement and Program Milestones attached as Exhibit B to the IGA.
- Beaverton will submit annual end-of-fiscal-year reports to Metro summarizing direct project expenditures and program administrative expenditures, the latter of which is subject to the 5% administrative cap included in the Housing Bond Measure.

Beaverton Local Implementation Strategy (LIS)

In July, Beaverton completed its Local Implementation Strategy (LIS). In accordance with requirements set forth in Metro's Housing Bond Program Work Plan, Beaverton's LIS includes a development plan to achieve the City's share of unit production targets and strategies for advancing racial equity and ensuring community engagement throughout implementation. Key highlights of Beaverton's LIS include:

- Portfolio approach to achieve the unit production targets through four projects, including:
 - Mary Ann Apartments, which received a concept endorsement from Metro Council as a Phase 1 project on March 11, 2019;
 - Plans to partner with Metro on the development of the Metro owned Elmonica site at 170th and Baseline, to be facilitated through a joint developer solicitation process;
 - One site to be acquired by the City using bond funds, for development through a Request for Qualifications (RFQ) process; and
 - One project to be selected through an open Notice of Funding Availability (NOFA) process;
- Creation of a Housing Technical Advisory Group to advise staff on investment decisions;
- Requirements for project sponsors to make good faith efforts to achieve 20% subcontracting participation on the development hard and soft costs to COBID certified MWESBDVs;

- Requirements that project developers/owners use low barrier screening and best practice affirmative marketing strategies; and
- Requirement that project developers/owners track the labor force demographic and hours worked by each apprentice.

The Beaverton LIS was reviewed and discussed by the Housing Bond Community Oversight Committee at their July 24th meeting, where Committee members present voted unanimously to recommend the LIS to Metro Council for approval with considerations for ongoing monitoring. A copy of the Oversight Committee's recommendation and noted considerations is attached to this Staff Report.

REQUESTED

Adopt Resolution No. 19-5009, authorizing the Chief Operating Officer to execute an intergovernmental agreement with the City of Beaverton for implementation of the Metro Affordable Housing Bond Measure.

IDENTIFIED POLICY OUTCOMES

Once the IGA is finalized, Beaverton will be eligible to receive \$31,140,595 in Metro bond funding for disbursement on a project-by-project basis, and \$575,591 in funding for program administration costs between FY19-20 and FY25-26, including \$143,898 in FY19-20 administration funding to be disbursed within 30 days of the execution of the IGA.

Ongoing disbursement of funds will be contingent upon demonstrated progress toward achieving Beaverton's share of the Unit Production Targets and Beaverton's compliance with its LIS.

POLICY QUESTION(S)

- Does the Council believe the IGA provides the necessary accountability structures and mechanisms to ensure the region's success in fulfilling the commitments articulated in the Housing Bond Measure?
- Does the Council believe Beaverton's LIS (attached as Exhibit A to the IGA) meets the requirements established by the Council in the Program Work Plan, as recommended by the Community Oversight Committee?

POLICY OPTIONS FOR COUNCIL TO CONSIDER

- Authorize the execution of an intergovernmental agreement with the City of Beaverton for implementation of the Metro Affordable Housing Bond Measure by adopting Resolution No. 19-5009. Such authorization would effectively approve Beaverton's LIS, which is incorporated into the IGA as Exhibit A.
- Reject proposed intergovernmental agreement with the City of Beaverton for implementation of the Metro Affordable Housing Bond Measure, and direct staff to renegotiate the terms and conditions upon which funding will be provided.

STAFF RECOMMENDATIONS

Staff recommends adoption of Resolution No. 19-5009.

STRATEGIC CONTEXT & FRAMING COUNCIL DISCUSSION

The IGA was shaped through the direction provided in the Housing Bond Program Work Plan, adopted by Metro Council on January 31, 2019, and through consideration of applicable state laws pertaining to the program. Staff from Planning & Development; Office of Metro Attorney; Finance and Regulatory Services; Risk Management; and external bond counsel have all been consulted in development of the IGA.

Metro staff have worked with staff at all seven eligible local implementation partners over the past six months to develop IGA terms that protect the integrity of the program and ability for implementation partners to achieve prescribed outcomes. Beaverton City Council is scheduled to consider approval of the IGA on November 12.

To inform the creation of the LIS, the City of Beaverton hosted eight events, including a listening session for the general public and specific outreach targeting the Arabic community, Latino parents in the Beaverton School District, and Habitat for Humanity clients. Events included translation services and childcare and were hosted at a variety of locations and times to ensure inclusivity. Through these efforts, the City reached over 200 people, and 69% of those who provided demographic information were people of color. Engagement themes included housing barriers, service needs, and location criteria for affordable housing investments. Beaverton City Council reviewed the final LIS on July 9, prior to its referral to Metro for consideration.

Oversight Committee members present at the July 24th meeting voted unanimously to recommend Metro Council approval of the LIS as part of the IGA. Staff are not aware of any opposition to Beaverton's LIS or to the IGA.

The proposed Resolution is based on numerous policies previously adopted by the Metro Council, including but not limited to:

- Resolution No. 19-4956, approving the Metro Affordable Housing Bond Program Work Plan
- Resolution No. 18-4898, referring the Affordable Housing Bond Measure to Metro District voters

ATTACHMENTS

Attachment 1: Metro Housing Bond Community Oversight Committee Recommendations for Beaverton's Local Implementation Strategy

METRO HOUSING BOND COMMUNITY OVERSIGHT COMMITTEE

RECOMMENDATIONS REGARDING BEAVERTON'S LOCAL IMPLEMENTATION STRATEGY

RECOMMENDATION TO METRO COUNCIL REGARDING APPROVAL OF BEAVERTON'S LOCAL IMPLEMENTATION STRATEGY

The Oversight Committee recommends that Metro Council take action to approve the City of Beaverton's Local Implementation Strategy (LIS). The Committee has identified the following considerations for the City of Beaverton's ongoing implementation and monitoring of outcomes:

- The City should further define strategies and outcomes that will be measured to demonstrate the advancement of racial equity, including low-barrier screening criteria, affirmative marketing, universal design, voucher prioritization, wraparound services, and contract and workforce diversity.

The Oversight Committee has requested an early response from the City of Beaverton regarding the considerations above and ongoing updates as part of the City's annual LIS progress report. The Oversight Committee expects to address these considerations in its annual LIS review.

ADDITIONAL GUIDANCE FOR ALL JURISDICTIONS

In addition to the above considerations, Committee members have offered the following considerations for all jurisdictions participating in implementation of the Housing Bond. This list reflects considerations approved by the committee as of their September 4 meeting and may be further refined as the Committee discusses Local Implementation Strategies from other jurisdictions.

- When describing strategies to advance racial equity, be specific about prioritization among various strategies.
- Use language that acknowledges intersectionality of populations; avoid differentiating between homelessness, disabling conditions including physical and mental health, and addiction.
- Identify screening criteria not relevant to likelihood of successful tenancy that should not be considered.
- Provide further information about jurisdiction commitments to fund supportive services as needed to meet the needs of certain tenants.
- Additional resources need to be identified to successfully serve tenants who need permanent supportive housing.
- Consider further specificity about family sized unit production that includes goals or requirements to ensure three bedroom and larger homes.
- Measuring outcomes regarding workforce equity should include all workers, not solely apprentices.
- Many minority owned businesses need additional support to successfully participate in the COBID certification program.
- Consider sustainability/durability and life cycle costs, and incorporate findings from the 2015 Meyer Memorial Trust study on cost efficiencies in affordable housing in evaluating project.